



## City Council Work Session

Crest Hill, IL

April 22, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

## Agenda

1. Resolution approving an Agreement for Crest Hill Business Park Alternative Truck Route Preliminary Engineering Design-Phase B by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$227,455.00.
2. Division Roadway Rehabilitation Improvement-Design Engineering Services
3. Resolution approving an Intergovernmental agreement between the City of Crest Hill and Lockport Township Park District for cost-sharing regarding the design, construction, annual maintenance, and annual events at the City of Crest Hill City Center and Park.
4. Resolution approving an Agreement for Hillcrest Water Main Replacement-Design Engineering Services by and Between the City of Crest Hill, Will County, Illinois and Robinson Engineering, Ltd. for an amount of \$14,000.00.
5. Excavations Ordinance Change
6. Maintenance Agreement with Kone Care
7. Maintenance Agreement with Kirwan Mechanical Service
8. DACRA TECH LLC Master Software Licensing Agreement
9. Agenda Item: All Information Services, INC (AIS) IT Support Service Agreement – Revised
10. Public Comments
11. Mayor's Updates
12. Committee/Liaison Updates
13. City Administrator Updates

The Agenda for each regular meeting and special meeting (except a meeting held in the event of a bona fide emergency, rescheduled regular meeting, or any reconvened meeting) shall be posted at the City Hall and at the location where the meeting is to be held at least forty-eight (48) hours in advance of the holding of the meeting. The City Council shall also post on its website the agenda for any regular or special meetings. The City Council may modify its agenda for any regular or special meetings. The City Council may modify its agenda before or at the meeting for which public notice is given, provided that, in no event may the City Council act upon any matters which are not posted on the agenda at least forty-eight (48) hours in advance of the time for the holding of the meeting.

14. 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. (Executive Session)
15. 5ILCS 120/2 (c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probate or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. (Executive Session)



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 22, 2024
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Crest Hill Business Park Alternative Truck Route Preliminary Engineering Design-Phase B.

**Summary:** Last November Christopher B. Burke Engineering (CBBEL) gained approval to perform a conventional topographic survey using existing city owned property or private properties where we were granted approval to access or through the use of a drone to complete a topographic survey and then processed it so it could be used to help determine a preliminary alignment for a new truck route to Weber Rd. They have completed this work and are ready to begin the next phase of design work for this project.

The next phase will include the development of a more detailed preliminary alignment, drainage design and right of way requirements to construct a new truck route out to Weber Road for the Crest Hill Business park. The work described in Phase B is outlined in the attached proposal from CBBEL, but below are highlights of the work that will be performed.

- CBBEL will evaluate potential alignments options to create a continuous roadway alignment to be used by trucks to enter and exit the Crest Hill Business Park along with appropriate intersection treatments to maintain existing roadways.
- Provide preliminary design and layouts of the intersections of Division/Churnovic Ln, Weber Rd/Crest Hill Drive, Division/Enterprise, Lidice Parkway/Enterprise and another intersection along Weber Rd. between Crest Hill Dr and Division St. (approximately ¼ north of Crest Hill Dr.
- Prepare 24-hour traffic counts as needed.
- Prepare traffic warranty study at all proposed new intersections where traffic signals will be proposed.
- Once a proposed alignment is selected by the council, they will then prepare alignment and profile plans up to a 30% design level. This 30% design will also contain a preliminary drainage design.
- Right of way requirements will be determined.
- Estimated construction cost will also be created based on the 30% design.

The funds to be used to perform this work will be from funds received by Midwest as part of the approvals for them to construct a new facility just south of Lidice Parkway. These funds per the agreement are to be used for any design or construction of a new truck route. Per the agreement the city received \$550,000.00.

**Recommended Council Action:** Resolution approving an Agreement for Crest Hill Business Park Alternative Truck Route Preliminary Engineering Design-Phase B by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$227,455.00.

**Financial Impact:**

**Funding Source:** GF (Reimbursed through Midwest per executed agreement (\$550,000)

**Budgeted Amount:** \$290,000.00

**Cost:** \$227,455.00

Total amount obligated to date-\$288,345 (Midwest)—Midwest Funds Remaining \$261,655.00

**Attachments:**

Resolution-Crest Hill Business Park Preliminary-Phase B

Crest Hill Business Park Preliminary Engineering.102323.pdf

Crest Hill Comprehensive Plan Exhibit.pdf

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR CREST HILL BUSINESS  
PARK ALTERNATIVE TRUCK ROUTE PRELIMINARY ENGINEERING DESIGN-  
PHASE B BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,  
ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing engineering services, including the preparation of potential alignments to create a continuous roadway alignment to be used by trucks to enter and exit the Crest Hill Business Park with appropriate intersection treatments to maintain existing roadways. Once an alignment is selected by council plans will be prepared up to a 30% design level. (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an AGREEMENT FOR Crest Hill Business Park Alternative Truck Route Preliminary Engineering Design-Phase B (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the parable to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of 227,455.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

*[Intentionally Blank]*

PASSED THIS 6TH DAY MAY, 2024.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Scott Dyke	<hr/>	<hr/>	<hr/>	<hr/>
Alderwoman Claudia Gazal	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Darrell Jefferson	<hr/>	<hr/>	<hr/>	<hr/>
Alderperson Tina Oberlin	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Mark Cipiti	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Nate Albert	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Joe Kubal	<hr/>	<hr/>	<hr/>	<hr/>
Mayor Raymond R. Soliman	<hr/>	<hr/>	<hr/>	<hr/>

APPROVED THIS 6TH DAY OF MAY 2024.

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

# EXHIBIT A





## EXHIBIT A

Item 1.

### CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

March 4, 2024

City of Crest Hill  
1610 Plainfield Road  
Crest Hill, IL 60403

Attention: Ron Wiedeman, City Engineer

Subject: Proposal for Professional Preliminary Engineering Services  
**Crest Hill Business Park Alternative Truck Route**  
**Preliminary Engineering Design (Phase B)**  
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional preliminary engineering design services related to the City of Crest Hill Business Park Alternative Truck Route. Included in this proposal is our Scope of Services and Fee Estimate.

### UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of Crest Hill would like to construct a new truck route connecting Division Street to Weber Road to allow for truck restrictions to be established along the portion of Division Street between Churnovic Drive and Weber Road.

In November 2022, the City updated their comprehensive plan in the area of the Crest Hill Business Park to create a more detailed sub-area plan for the area bounded by Division Street, Weber Road, Gaylord Street, and the CN Railroad, including evaluation of changes to traffic flow and truck routes in the area. The business park, located directly west of the new City Hall, is planned for a variety of warehousing and commercial land uses, and the majority of future development eastward towards Weber Road is anticipated to be industrial in nature.

The preliminary engineering effort to be completed under this agreement will develop preliminary roadway and drainage designs for the new truck route utilizing the Conceptual Land Plan – B Alternative (dated October 25, 2022) from the comprehensive plan update and separate Traffic Study (dated February 16, 2022) as its basis. The proposed roadway will consist of a 3-lane urban roadway section with sidewalk and multi-use path within an 80-foot right-of-way. The proposed roadway will consist of a continuous roadway alignment along starting at the Churnovic Lane/Division Street intersection south along existing Churnovic

Lane, east along Lidice Parkway, south along Enterprise Boulevard, and along the new roadway extending south from Enterprise Boulevard and eastward to the Crest Hill Drive/Weber Road intersection. Minor intersection improvements will be made at the Churnovic Lane/Weber Road signalized intersection, including the addition of an eastbound right turn lane and potentially an auxiliary right turn lane on Division Street between Advantage Avenue and Churnovic Lane. Alternative intersection improvements will also be evaluated at the intersection of Lidice Parkway and Enterprise Drive. With respect for the new truck route's east terminus at Weber Road, one alignment concept is anticipated involve constructing it as the west leg of the Crest Hill Drive/Weber Road intersection with minimal improvements to the north, south, and east legs of the truck route/Weber Road intersection, aside from traffic signal modifications and pavement striping. A secondary alignment concept for the proposed roadway will be developed to tee into Weber Road approximately a quarter mile to the north, including the evaluation of a signal at this location.

CBBEL will evaluate potential alignment options to create a continuous roadway alignment, along with appropriate intersection treatments to maintain existing roadways. The alignment design should support existing adjacent land uses and factor in planned development. CBBEL will also evaluate stormwater management needs and potential locations for the proposed roadway.

The preliminary engineering study will include work necessary to advance the roadway and stormwater management design to approximately a 30% level. This effort will utilize the desktop environmental analysis completed by CBBEL under a separate contract and will not include a full environmental analysis that would be required for formal Phase I Engineering, as it is not anticipated that federal funds will be utilized for this project. The key outcomes of the preliminary Engineering effort will be to establish the preferred preliminary alternative roadway and stormwater design and to identify the associated property acquisition needed to implement the improvement, including stormwater management needs. In addition, a preliminary estimate of construction, engineering, and land acquisition costs will be prepared.

### **SCOPE OF SERVICES**

Based on our Understanding of the Assignment, we propose the following Scope of Services.

#### **PRELIMINARY DESIGN**

Task 1 – Preliminary Intersection Design: This task includes preliminary design and layout of the Division Street/Churnovic Lane and Weber Road/Crest Hill Drive signalized intersections, as well as Division Street/Advantage Avenue, Lidice Parkway/Enterprise Drive and New Roadway/Weber Road (1/4 mile north of Crest Hill Drive). The recommendations from the February 16, 2022, Crest Hill Business Park Traffic Study will be utilized. The following improvements are anticipated:

- Division Street at Churnovic Lane: Add an exclusive eastbound right turn lane with associated signal modifications to accommodate the truck traffic. Evaluate benefits of extending the turn lane westward to Advantage Avenue to function as an auxiliary turn lane.

- Division Street at Enterprise Drive: Evaluate potential improvements to prohibit and/or discourage trucks from accessing Division Street from Enterprise Drive.
- Crest Hill Drive at Weber Road: Removal of the split phased phasing, and conversion of the existing shared through/left lane to an exclusive left and conversion of the exclusive right turn lane to a shared through/right lane. Signal modifications to accommodate new west leg.
- New Truck Route at Weber Road Intersection (1/4 mile north of Crest Hill Drive): A new intersection will be evaluated at this location and evaluated for signal warrants. Assuming a signal is warranted, peak hour capacity analysis will be performed along with queue analysis. The preliminary geometric design, including auto turn analysis, will be performed.
- Lidice Parkway at Enterprise Drive: Design analysis will be performed at this intersection, which is anticipated to be modified to connect Lidice Parkway to the south leg of the intersection (Enterprise Drive). Geometric alternatives for the intersection will be evaluated, although it is anticipated that the north leg of the intersection will tee into the new truck route, with traffic control measures (stop sign, signal, etc.) to be determined based on traffic data and traffic projections.

This task will include collection of 24-hour traffic tube counts on Enterprise Drive south of Division Street and at Enterprise Drive north of Lidice Parkway to identify the truck traffic that would be anticipated to utilize the Lidice Parkway/Enterprise Drive in the proposed scenario where trucks are prohibited on Division Street between Churnovic Lane and Weber Road. Additionally, driveway counts will be conducted at four locations along Enterprise Drive to better understand traffic flow in/out of the adjacent industrial properties, which will factor into potential entrance modifications. A capacity analysis will be performed at Lidice Parkway and Enterprise Drive under the proposed condition to assess performance and queueing.

Red-Time and 95<sup>th</sup> Percentile queue tables will be developed for intersections as appropriate. Additionally, AutoTurn analyses with the designated design vehicles will be performed for intersections to confirm that intersection geometry conforms to applicable design criteria.

Task 2 – Concept Alternative Design (15%): This task includes preparation of up to four (4) concept roadway alternatives.

Up to 4 roadway alignment alternatives for the new truck route will be developed and evaluated. The “B Alternative” from the Crest Hill Business Park Conceptual Land Plan will be utilized as the initial basis for the alignment alternative development as well as typical truck route roadway section.

Concept geometric design will be prepared for each alternative along with development of preliminary vertical profiles for new roadway portions of the corridor. The concept alternatives will be displayed in a plan view roll plot exhibit. Profile designs will be prepared as separate roll plots. A summary evaluation table will be prepared to assist the City in selecting the preferred concept alternative. The concept alternative evaluation will factor in mobility/accessibility, land-use compatibility, environmental impacts, social economic impacts, and cost.

Each corridor alternative will be evaluated with auto turn analysis to confirm ingress/egress from adjacent industrial/commercial properties, as well as to confirm curb line encroachment for the WB-65 design vehicle. Access relocation may be required at several locations and design analysis will be performed at these locations.

Intersection and stopping sight distance evaluation will be conducted to confirm clear zone requirements for each alternative at side streets and driveways.

Task 3 – Preliminary Roadway Design (30%): This task includes the preparation of preliminary roadway design for the selected concept design alternative carried forward from Task 2. It is anticipated that two design submittals will be made to the City following the initial concept design submittal. City design standards along with IDOT Bureau of Local Roads & Streets design guidelines will be utilized.

Roadway plan and profile sheets will be prepared at a scale of 1"=20' to meet applicable IDOT and City design criteria. Typical sections for the proposed improvement will be developed concurrently. Cross sections will be developed showing existing/proposed conditions at 100-foot intervals and at all side streets, driveways and other grade controlling features to confirm necessary property acquisition. A 3-D surface will be developed to assist with the right-of-way analysis and proposed grading. The cross-sections will show existing right-of-way, existing grade, and proposed grade (top surface only). It is anticipated that approximately 88 cross section sheets and 14 roadway plan/profile sheets will be developed and submitted to the City for review and approval.

This task will also include identification of major pay items, calculation of project quantities, and preparation of a preliminary project cost estimate. The cost estimate will include project implementation costs, including construction, right-of-way acquisition, engineering, permitting, and appropriate contingencies.

Task 4 – Preliminary Stormwater Management Design: This task includes preparation of preliminary stormwater management design for the selected concept design alternative carried forward from Task 2.

CBBEL will establish existing drainage conditions and outfalls within the project study area. Detention requirements will be determined, and preliminary detention design will be performed, evaluating potential detention alternative locations for the selected alternative. The potential detention size/location will be displayed on the proposed concept alternative exhibits.

CBBEL will assist the City in selecting the preferred detention alternative, and CBBEL will prepare concept grading design. Additionally, CBBEL will identify major pay items, calculate quantities, and prepare a preliminary project cost estimate. The cost estimate will include project implementation costs, including construction, right-of-way acquisition, engineering, permitting, and appropriate contingencies.

Task 5 – Agency/Stakeholder Coordination: This task will include coordination with project stakeholders, including City staff, Will County, and other agencies as directed by the City. This task includes preparation of meetings agendas and meeting summaries for agency coordination meetings.

- This task includes meetings with various agencies, including:
- City Kickoff Meeting (1)
- City Design Meetings (4)
- Will County Division of Transportation Meetings (1)
- Miscellaneous Business/Stakeholder meetings at the City's direction (6)
- City Council Meetings (2)

No formal public engagement activities are included.

**Task 6 – Project Design Report:** A draft Project Design Report will be prepared for submittal to the City for review. A narrative report will be prepared summarizing the purpose, existing conditions, alternatives considered, preferred alternative design, and conclusion/next steps. This task also includes preparation of supporting materials and compilation of necessary attachments. Attachments are anticipated to include Location Map, Typical Sections, Traffic Data, Proposed Improvement Plans, Capacity/Queue Analysis, Crash Analysis, Drainage, Environmental Assessment, Engineers Estimate of Cost, and Coordination.

A final Project Design Report will be prepared addressing City comments and incorporating final project information.

**Task 7 – Project Administration and Management:** This task includes overall project administration and management, as well as implementation of CBBEL's Quality Assurance plan for preliminary engineering. Project administration includes the day-to-day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

#### **Direct Costs**

Direct costs are included for vehicle travel and printing to support meetings, site visits, and other scoped items.

### **ESTIMATE OF FEE**

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
<b>PRELIMINARY DESIGN</b>	
Task 1 – Preliminary Intersection Design	\$ 47,625
Task 2 – Concept Alternative Design (15%)	\$ 46,535
Task 3 – Preliminary Roadway Design (30%)	\$ 56,185
Task 4 – Preliminary Stormwater Management Design	\$ 12,030
Task 5 – Agency/Stakeholder Coordination	\$ 34,120
Task 6 – Project Design Report	\$ 11,480
Task 7 – Project Administration and Management	\$ 18,480
Direct Costs	\$ 1,000

**TOTAL NOT-TO-EXCEED FEE: \$ 227,455**

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the previously agreed to General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR THE CITY OF CREST HILL.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BMW  
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**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges (\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS WITH THE CITY OF CREST HILL

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.  
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.  
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 Engineer 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 performing any of the work or providing any of the services on the Project. Nor shall the Engineer 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 Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall



immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order.

Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) 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. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

The Engineer ~~also~~ reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and

against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary. For the purposes of this Agreement, the parties acknowledge that such information shall be confidential and proprietary and shall not be used by Engineer for any purpose without Client's written consent.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including

death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be only litigated in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action of proceeding.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. 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.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by

Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed

operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made by the Client according to the terms and provisions of the Illinois Prompt Payment Act, Engineer will provide to the Client a detailed statement of tasks performed by it and reimbursement for expenses, if any. The maximum interest rate under this Section shall be the amount set forth in the Act.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

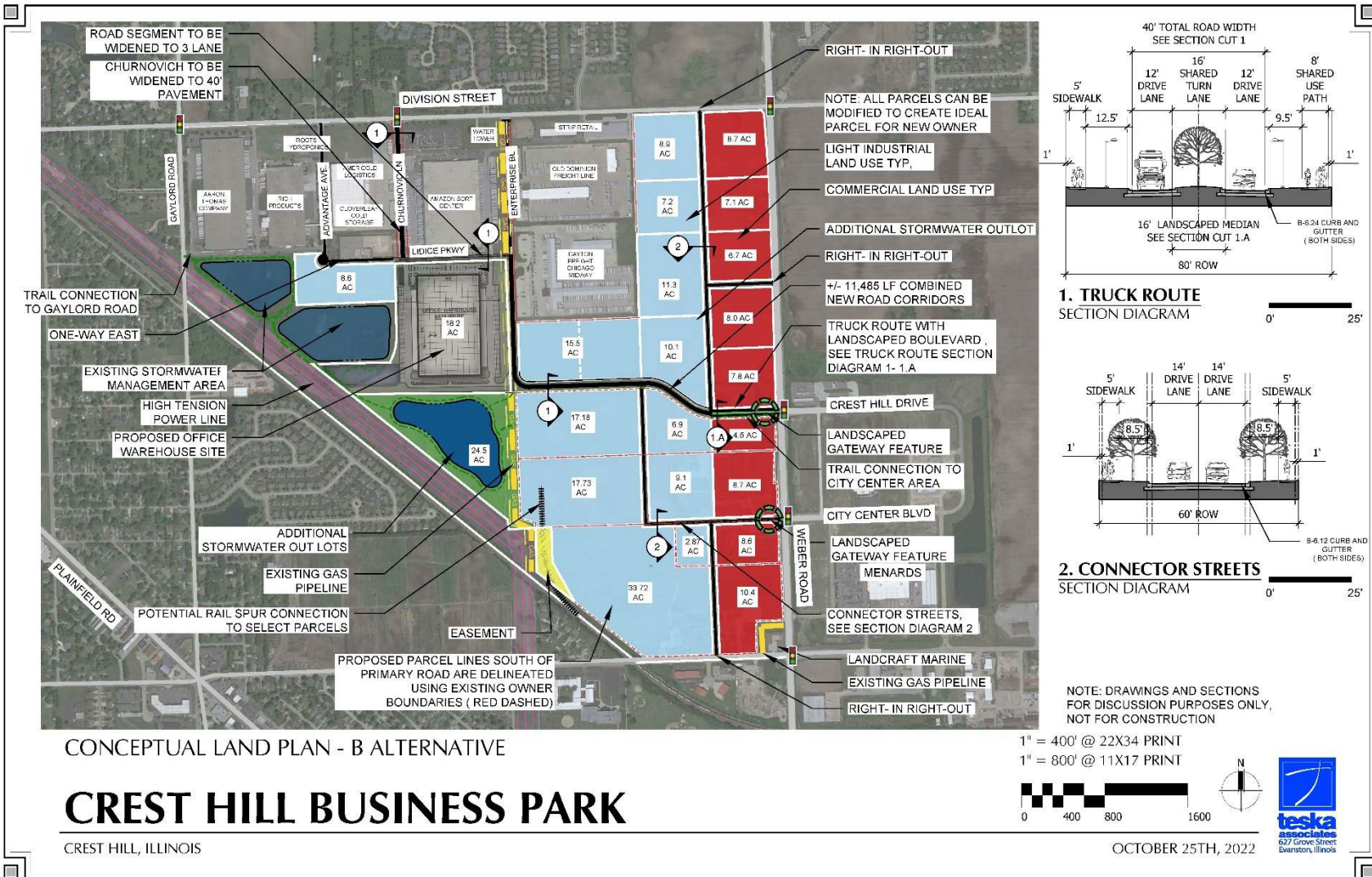
29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Revised 121222

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## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 22, 2024
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Division Roadway Rehabilitation Improvement-Design Engineering Services

**Summary:** Staff would like to begin engineering work on a roadway improvement of Division Street from Weber Rd. to the eastern city limits. The section from Weber to Borio Dr will be completely reconstructed. While the section from Borio Dr. to the eastern city limits, at this time, is to be milled and resurfaced.

The scope of work will also include a geotechnical investigation to review the subgrade condition, wetland delineation survey and determination and the televising all existing storm sewer and culverts within the area being reconstructed. No water or sanitary replacement, additional r/w or easements or lighting are included as part of the project scope.

Attached is an agreement from V3 Companies, Ltd. to provide professional design services to complete the bid plans and prepare the bid documents for bids for the 2025 construction season.

These services will include the following:

- Field Work including tree survey.
- Wetland delineation and jurisdiction determination.
- Geotechnical investigation including 15 pavement cores.
- Sewer Cleaning and televising and tape review for condition of pipes.
- Utility Coordination.
- Preparing and Receiving Required Permits for the project.
- R-W verification survey.
- Preparation of Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control.
- Project Administration and Management.
- Attend Project Meeting.
- Provide support during the bidding process.

Construction Engineering has not been negotiated at this time, but will be once the project is ready for bid. Once the construction engineering scope and fee are determined an agreement will be presented to the City Council for review and approval.

**Recommended Council Action:** Resolution approving an Agreement for Division Roadway Rehabilitation Improvement-Design Engineering Services by and Between the City of Crest Hill, Will County, Illinois and V3 Companies, Ltd. for an amount of \$128,920.00.

**Financial Impact:**

**Funding Source:** General Fund-(Capital Projects)

**Budgeted Amount** \$150,000 (2025 budget)

**Cost:** \$128,920.00

**Attachments:**

2024.0308 Scoping Exhibit Division Street.pdf

V3-Division Street Proposal Package 04052024.pdf

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR DIVISION ROADWAY  
REHABILITATION IMPROVEMENT-DESIGN ENGINEERING SERVICES BY AND  
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND V3  
COMPANIES, LTD.**

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WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, V3 Companies, Ltd. (the "COMPANY"), is an entity that is in the business of providing design engineering services, including Preparation of Final Plans and Bid Documents, geotechnical investigations, sewer cleaning and televising and all collateral work (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an AGREEMENT FOR Division Roadway Rehabilitation Improvement-Design Engineering Services (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the parable to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of 128,920.00 are fair,

reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

*[Intentionally Blank]*

PASSED THIS 6TH DAY MAY, 2024.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Scott Dyke	<hr/>	<hr/>	<hr/>	<hr/>
Alderwoman Claudia Gazal	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Darrell Jefferson	<hr/>	<hr/>	<hr/>	<hr/>
Alderperson Tina Oberlin	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Mark Cipiti	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Nate Albert	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Joe Kubal	<hr/>	<hr/>	<hr/>	<hr/>
Mayor Raymond R. Soliman	<hr/>	<hr/>	<hr/>	<hr/>

APPROVED THIS 6TH DAY OF MAY, 2024.

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

# EXHIBIT A



## EXHIBIT A

April 5, 2024

Ronald J. Wiedeman, P.E.  
City Engineer  
City of Crest Hill  
20600 City Center Boulevard  
Crest Hill, Illinois, 60403

**Proposal: Phase II Engineering Services | Division Street Reconstruction and Resurfacing - Weber Road east one mile**

Dear Mr. Wiedeman,

V3 Companies (V3) is pleased to submit this proposal to provide professional engineering services for the Division Street Reconstruction and Resurfacing project. It is our understanding the City will be utilizing MFT and Local funds to complete the project. We understand that a permit from the WCDOT will be required for the work in proximity to Weber Road. Although we do not anticipate involving IDOT permits, there may be a scenario as we put our maintenance of traffic plans together that a detour is utilized on Route 53/7. All design documents will be prepared meeting IDOT MFT requirements suitable to the City of Crest Hill's bidding requirements.

Jason Holy will be our Project Manager and main point of contact for this project. Our project team is available immediately to start work. We appreciate the opportunity to present this proposal. Jason is available to answer any questions or to further expand upon this submittal. You can contact him directly at 630.254.1522 or [jholy@v3co.com](mailto:jholy@v3co.com).

Sincerely,  
V3 Companies, Ltd.

Kurt Corrigan, P.E.  
Vice President of Municipal Services





## DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE

**Scope of Services – Phase II Engineering**

The following is the scope of services necessary to successfully deliver plans, specifications and construction estimates to the City of Crest Hill for the reconstruction and resurfacing of Division Street from Weber Road east for approximately one mile. The services will meet City of Crest Hill, Will County and IDOT policies, procedures, and guidelines. It is our understanding that the project will utilize both local and MFT funds.

**TASK 1 – PROJECT SURVEY AND BASE SHEETS**

A Topographic Map will be conducted within the survey area of the right-of-way for Division Street from Weber Road (including the intersection) to approximately one mile east of Weber Road. In addition to the full rights-of-way, the survey areas shall include up to an additional 50' north and south of Division Street.

The Topographic Map services will include the following:

- Recover and measure a source benchmark published by the National Geodetic Survey, County or Municipality near the project and establish two site benchmarks within the survey area. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88). Description of the location and elevation of the source and site benchmarks to which the topographic surveying is referenced to, will be indicated on the survey.
- A contour survey with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will 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.
- Spot elevations will 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.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. will be indicated.
- Existing improvements, such as mailboxes and signs shall also be located.
- Individual trees of 6" diameter or greater within unimproved areas and ornamental parkway trees of 3" diameter or greater within improved properties (all callipered 4' above the ground) along the north and south sides of Division Street will be located within one-foot tolerance. Where brush exist, the perimeter outline of the brush will be additionally shown.
- V3's International Society of Arboriculture (ISA) certified arborist will identify all trees 6" DBH and greater within the project area to be impacted by construction. The trees will be tagged as part of V3's topographic survey scope of services. The tag number, diameter, and tree species will be recorded for each tree identified. A rating will be assigned to each tree which will consider the size, species, condition, location, and aesthetics of each. A summary table will be prepared listing the scientific name, common name, DBH, and rating of each tree identified. In addition, V3's Certified Arborist will evaluate the potential for bat habitat during the tree identification process.
- The information provided by V3 regarding tree quality is based on an interpretation of observed tree growth habit and health at the time of the field investigation. V3 provides the best information available at the

**DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE**

time of the field investigation, but outside factors may affect tree characteristics with time, including weather, vegetation maintenance, altered drainage, disease, or other events.

- 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 shall be shown.
- The centerline profile of the road and certain utility conflicts may be shown in the profile section of the drawing. This shall be negotiated with the client.
- Apparent Right-Of-Way lines will be shown on the map from public record maps, plats and other documents and coordinated with monumentation found in the field via a limited search and apparent occupation.

**3D/Open Roads Survey Processing**

- Upon completion of the field data collection survey, base sheets will be prepared in Bentley's Open Roads Design (ORD) in accordance with the State of Illinois Department of Transportation Computer Aided Design, Drafting, Modeling and Deliverables Manual.

**TASK 2 -RIGHT OF WAY SURVEY**

- The Right-Of-Way scope item within Task 1 will be escalated to a Boundary Survey defining the public right of way property limits using available public record documents, those provided by the City, County Department of Transportation, or others in conjunction with a more comprehensive field investigation of monumentation and occupation. V3 will examine existing record easements for each parcel along the corridor through title commitment research and depict the limits. It is anticipated that approximately five (5) title reports will be required for this task. Each title commitment research report is estimated to cost approximately \$950 per unsubdivided parcel or subdivision plat.

**TASK 3 - JULIE UTILITY SURVEY**

- 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.
- Field markings by J.U.L.I.E. members, which are coordinated by others, shall be shown on the survey if present at the time of survey.
- The following list contains typical information provided for the specific utilities located which are above ground and visible at the time of the survey. Snow cover, earth or construction debris covering typically above ground structures may not be located.
- Sanitary and Storm Sewers: Size, type, and direction of pipes; rim and invert elevations, location of manholes, inlets, catch basins, and end sections.

**DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE**

- Water Mains: Size, type, and direction of pipes, top of pipe elevations at valve vault locations, location of valves and hydrants.
- Gas Mains: Location of valves and mains if marked in the field at the time of the survey.
- Telephone, Electric, and Cable TV pedestals and transformers.
- Traffic and Street Light poles and cables if marked in the field at the time of the survey.
- Visible evidence of field tiles or those marked in the field at the time of the survey.
- Other utilities not listed above and occurring within the Survey Area will be shown in a similar manner.
- Utilities and improvements shall be shown based on visible field verified structures, in coordination with the design stage process, if available. V3 shall only show underground utility lines between structures that are 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.

**TASK 4 - GEOTECHNICAL INVESTIGATION AND LPC- 663 SOIL CERTIFICATION**

Our subconsultant, NASHnal, will perform soil borings/pavement cores and prepare a geotechnical report to determine the suitability of the soils for the roadway reconstruction and resurfacing. 10 soil borings are estimated in the reconstruction section and 5 pavement cores within the resurfacing section. Pavement cores will include hard surface and base material to sub-grade.

An environmental screening for CCDD soil disposal will be conducted by V3 currently with the geotechnical borings. A V3 geologist will be onsite and collect samples from the geotech borings for environmental analysis. The sampling plan will be dependent on the proposed excavation for the project, and the results of the environmental review of the land use history of the properties adjoining the project. Project soils will be evaluated for CCDD disposal based on the criteria in IL Title 35 Part 1150 Subtitle J: Clean Construction or Demolition Debris, and LPC-663 documentation will be provided for qualifying soils. Any project soils that do not meet the criteria for CCDD disposal will be delineated and characterized for alternative disposal detailed in the plan documents.

**TASK 5 - SEWER CLEANING/TELEVISIONING AND TAPE REVIEW**

V3 will utilize the services of CTS to provide storm sewer cleaning and video taping of the existing pipes, including any cross road culverts. V3 will evaluate the tapes and provide the City with recommendations to repair or replace various structures and lines. It is estimated that 2500 feet of storm sewer will be cleaned and televised.

**TASK 6 – FIELD RECONNAISSANCE**

Upon completion of the survey and base sheets and the televising of the existing sewer, V3 will walk the site to verify the existing pavement condition, make repair recommendations for the area of the resurfacing, identify potential conflicts with existing utilities and verify existing conditions collected during survey, data collection and JULIE survey. In addition, V3 will evaluate the existing condition of the drainage structure as well as the potential for ditch grading along the corridor.



## DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE

**TASK 7 - UTILITY COORDINATION**

Timely coordination with the utility companies is important to meeting the design and construction schedule. The following is included under this task:

- V3 will prepare letters and exhibits to initiate coordination with utility companies within the project corridor.
- V3 will review and identify potential utility conflicts according to the proposed design.
- Utility Coordination Field Verification Meetings – up to two (2) field meetings with one V3 project team member present. Hours for utility coordination meetings are included in the meetings task below.

Plans will be submitted to private utility companies at the 75% and 100% level of completion to coordinate any required utility adjustments/relocations.

**TASK 8 – WETLAND DETERMINATION/IMPACTS**

The proposed improvements to Division Street in the City of Crest Hill, Will County, Illinois total approximately one mile in length. V3's wetland experts reviewed the National Wetland Inventory (NWI) map, the Hydric Soils map of Will County, and aerials of the proposed corridor. While the NWI does not depict any mapped wetlands, there are mapped hydric soils throughout the corridor and historical aerials as well as Google Earth Streetview identify the presence of wetlands immediately adjacent, and in some cases, within the right of way of Division Street. Particularly, the most identifiable wetland area is on the south side of Division Street within the proposed pavement reconstruction section.

V3's professional opinion is that the potential wetlands would not be under the regulation of the U.S. Army Corps of Engineers (USACE) Chicago District. However, the jurisdiction status of wetlands can only be verified by the USACE through an approved jurisdictional determination process. The process to obtain a USACE approved jurisdictional determination letter is approximately six to eight months.

V3 recommends that a wetland delineation investigation and report be prepared for the corridor in addition to threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR) for State Species, and the U.S. Fish & Wildlife Services (USFWS) for Federal Species.

The information provided by V3 regarding wetland boundaries is based on an interpretation of the three criteria that define wetlands (vegetation, soils, and hydrology) at the time the wetlands are delineated. V3 provides the best information available at the time of the delineation, but factors beyond our control may outwardly change the nature or the extent of wetlands within the project corridor.

The ultimate decision on wetland boundaries rests with the federal government (USACE) and City of Crest Hill. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on many factors, including but not limited to, the experience of the agency representative making the determination and the time of year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events.



## DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE

The following services will be performed to provide you with information on the location, quality, and extent of wetlands/Waters of the U.S. present within the project corridor within and adjacent to the right of way of Division Street.

- **2024 GROWING SEASON WETLAND/WATERS DELINEATION.** V3's Wetland Specialists, including a soil scientist and a botanist from our Natural Resources Division, will conduct a field investigation during the 2024 Will County growing season (approximately May 1-November 1) to locate and delineate wetlands in accordance with the *Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region*. The limits of delineated wetlands/Waters of the U.S. will be staked in the field, and approximate boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. The limits of any wetland/Waters of the U.S. within the right of way, and within 50 feet of the right of way, will be located using survey grade equipment during the field investigation portion of the wetland delineation.
- **WETLAND ASSESSMENT.** Since wetlands are present and/or adjacent to the project corridor, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (USACE). Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland<sup>1</sup>. Delineated wetlands will be rated as High-Quality Aquatic Resources (HQA's) in accordance with the USACE, if applicable.
- **WETLAND DELINEATION TECHNICAL REPORT.** A wetland report will be provided with the results of our field investigation, including the location and approximate size of wetlands present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas determined to be wetland within the corridor will be shown on a recent, large-scale aerial photo exhibit. USACE wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the USACE and City of Crest Hill.
- **THREATENED & ENDANGERED SPECIES CONSULTATION UPDATE.** As required by the USACE, V3 will prepare and submit the EcoCAT request to the Illinois Department of Natural Resources (IDNR) for State species. V3 will also prepare and submit the U.S. Fish & Wildlife Service (USFWS) Section 7 consultation for Federal species. This task does include V3's Certified Arborist assessing trees within the project corridor for bat habitat.
- **USACE JURISDICTIONAL DETERMINATION SUBMITTAL.** V3 will prepare and submit the required documentation for a USACE Chicago District approved jurisdictional determination for the corridor. V3's wetland delineation report will be required for this submittal. This process can take six to eight months to obtain the response letter of jurisdiction from the USACE, Chicago District.

**DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE**

- **SURVEY LOCATE OF WETLANDS.** During the field investigation, V3's wetland team will survey locate wetland boundaries within the project corridor right of way and within 50 feet of the right of way. These wetland boundaries will be able to be transferred directly onto engineering plans for assessment of impacts.
- **CITY OF CREST HILL WETLAND/BUFFER PERMIT SUBMITTAL.** With the assumption that the USACE jurisdictional determination will identify the wetlands within the corridor as not under USACE regulation, V3 will prepare documentation addressing wetland impacts as part of the Special Use Permit submittal required by the City of Crest Hill. The wetland documentation will be incorporated into the overall Special Use Permit submittal for the project and submitted to the City of Crest Hill for their review and approval.
- **NATIVE PLANTING DESIGN/BUFFER SETBACK.** The City of Crest Hill ordinance defines a buffer setback for identified wetlands. Impacts or disturbance to existing buffer setbacks will require native planting mitigation. V3's ecologist will design proposed native plantings as restoration to any disturbance within identified wetland buffer setbacks. The native planting design will be incorporated onto the overall engineering plan set.
- **MEETINGS, PROJECT COORDINATION, AND/OR PROJECT PERMIT SCOPING.** If required, V3 will schedule and attend meetings with the USACE and City of Crest Hill to discuss any proposed wetland and buffer concerns related to the proposed project. This task includes project meetings and minimal project coordination not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the City, project engineer, and/or project contractors. If the additional service requested appears to be substantial, it may be provided as the subject of a separate agreement.

**TASK 9 - PERMITTING**

- IEPA NPDES Permit (NOI/SWPPP) Submittal. We will prepare SWPPP documents and submit a Notice of Intent (NOI) to IEPA for NPDES coverage. Regular SWPPP site inspections are specifically excluded from this scope item.
- Will-South Cook Soil & Water Concurrence. We will submit construction documents to Will-South Cook Soil & Water Conservation District to obtain concurrence with proposed erosion control measures.
- Will County Stormwater Management Permit, as applicable.
- Will County DOT permit

**TASK 10 - ROADWAY DRAINAGE SYSTEM DESIGN**

Division Street is mainly served by roadside ditch drainage except for an approximately 1,200 foot section on the north side of the road in front of the Fields of Longmeadow subdivision. No mapped floodplain or floodway is present onsite per the effective FEMA Flood Insurance Rate Map. V3 staff will evaluate the existing drainage system capacity, outlet points, and anticipated peak flowrates to determine level of service. A proposed drainage system consisting of curb/gutter and storm sewer will be designed for the portion of the roadway to be reconstructed. Ditches will be maintained in the section to be resurfaced. We anticipate that existing drainage patterns and outlets will be maintained in proposed conditions and no stormwater detention or permitting is required.



## DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE

**TASK 11 - PLANS, SPECIFICATIONS & ESTIMATES**

Construction plans and specifications for the roadway improvements will be prepared in accordance to City of Crest Hill, IDOT and Will County standards and guidelines at 75% (pre-final) and 100% (final) stages. The plans will consist of the following sheets:

- Cover sheet
- Index of sheets/general notes
- Summary of quantities
- Typical sections
- Schedule of quantities
- Alignment, ties, and benchmarks
- Maintenance of traffic plans and notes
- Erosion and sediment control plans and notes (SWPPP)
- Removal plans
- Roadway plan/profile
- Intersection/ADA accessibility details
- Drainage and utility plan and profile
- Drainage structure/storm sewer schedules
- Pavement marking and signing plans
- Traffic signal plans and details, if necessary
- Erosion control plans/SWPPP
- City of Crest Hill details
- IDOT/WCDOT details/construction details
- Cross sections

V3 will prepare quantity computations and engineer's opinion of probable construction costs at both the 75% and 100% stages of the project. The computed quantities will serve as the basis for the Summary of Quantities sheet and the engineer's opinion of probable construction costs.

Specifications and special provisions will be prepared at the pre-final (75%) and final (100%) stages of the project. Where a project item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions or BDE Special Provisions, a project specific Special Provision will be written.

Plans, specifications and estimates will be submitted to the City, local agencies and utility companies for review at the 75% and 100% stages. All documents will be revised based on comments received from reviewing agencies. A disposition of comments will be prepared with each resubmittal.



## DIVISION STREET RECONSTRUCTION AND RESURFACING – WEBER ROAD EAST ONE MILE

**TASK 12 - BID SUPPORT AND COORDINATION**

During the bidding phase, V3 will:

- Attend Pre-Bid Meeting (up to two V3 representatives)
- Provide responses to bidder questions and answer RFI's that arise during the bidding phase.
- Issue any addendums to perspective bidders as required to interpret or clarify the Bid Documents.
- Assist the City of Crest Hill in reviewing the bid proposals and prepare a recommendation of award of contract letter.
- This project will be let through the City of Crest Hill.

**TASK 13 - PROJECT COORDINATION AND MEETINGS**

Project administration and management for the project will be performed by the Project Manager. V3 will prepare and submit a project schedule to the City for review and approval. The project schedule will be utilized for scope of work reviews, work-hour planning and budget control. The project schedule will be updated as work progresses. If requested, V3 will also prepare monthly progress reports.

V3 will attend meetings as required throughout the duration of the project. Anticipated meetings could include, but are not be limited to:

- Project coordination meetings WCDOT (2)
- Progress meetings with City staff (2)
- Utility coordination meetings (2)



City of Crest Hill Division Street  
4/5/2024

TASK																		
	Project Director	Road Project Manager	Design Eng II	Technician	Survey Manager	Survey Crew Chief	Envi Manager	Project Scientist	Soil Scientist	Project Man I	Project Sci I	Eviron Eng III	Project Coor	TOTAL HOURS	DIRECT COST	TOTAL FEE		
Task 1 Project Survey and Base Sheets				34	10	34								78		\$ 11,974		
Task 2 ROW Survey				12	6	16								34		\$ 5,312		
Task 3 JULIE Utility Survey				6	1	4								11		\$ 1,660		
Task 4 Geotech Investigation and LPC 663 Soil Cert		2								16		40	3	61	\$ 13,500	\$ 7,622		
Task 5 Sewer Cleaning/Televising and Tape Review		3	10											13	\$ 5,000	\$ 1,835		
Task 6 Field Reconnaissance		3	8	5										16		\$ 2,304		
Task 7 Utility Coordination		3	10											13		\$ 1,835		
Task 8 WetlandDetermination/Impacts							32	60	60					152		\$ 19,056		
Task 9 Permitting		10	18											34	\$ 5,000	\$ 5,212		
Task 10 Roadway Drainage System Design		15	40											55		\$ 7,965		
Task 11 Plans, Specifications and Estimate		20	225											245		\$ 31,351		
Task 12 Bid Support and Coordination		10	5											15		\$ 2,693		
Task 13 Project Coordination and Meetings	4	20	12											36		\$ 6,602		
Total Hours	4	86	328	57	17	54	32	60	60	16	0	40	3	763				
														Total	\$ 23,500	\$ 105,420		
															Base Total	\$ 128,920		
USACE Permit, if needed							25	30						55		\$ 9,096		
												Grand Total With Extra Work					\$138,016	





Funding: MFT/Local

Scope:

- Road Rehab (no widening)
- Topo Survey (both recon and resurf sections)
- Soil Borings (10) and Pavement Cores (5)
- LPC-663
- WCDOT Permitting
- SWPPP/NPDES Permitting
- Televis storm sewer
- Investigate minor drainage work (culvert/structure replacement, ditch regrading)
- Bidding Assistance

Exclusions:

- No water/sanitary replacement
- No ROW/easements
- No Lighting

PAVEMENT RECONSTRUCTION (2600')

10 BORINGS @ 250'

PAVEMENT RESURFACING (2500')

5 CORES @ 500'

Limit: Weber Road  
East EOP (WCDOT  
Permit)

Limit: Well House  
Property





## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 22, 2024
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Resolution approving an Intergovernmental agreement between the City of Crest Hill and Lockport Township Park District for cost-sharing regarding the design, construction, annual maintenance, and annual events at the City of Crest Hill City Center and Park.

**Summary:** Attached is a draft Intergovernmental Agreement (IGA) between the Lockport Park District and the City of Crest Hill for cost-sharing regarding the design, construction, annual maintenance, and annual events for a new playground located on the property just west of the City Hall Complex. Highlights of the IGA are as follows:

- The cost of the playground equipment and stabilized surface will be shared costs.
- Lockport will pay the City \$250,000.00, which is 50% of the estimated construction costs.
- The city shall be solely responsible for the bidding process, construction, purchase and installation of the initial playground elements.
- The Park District will provide technical assistance during the final bidding, design and construction of the playground.
- The property bounded by the playground will be conveyed to the Park District after construction. If in the future the Park District should cease to utilize the playground property, the property will be conveyed back to the City.
- All Inspections a minimum of twice (2) at year and repairs to playground equipment that is under \$5,000.00 will be the responsibility of the Park District.
- The Park District shall have sole responsibility for maintaining insurance for the playground.
- Repairs to the drainage system beneath the playground will be split between each party 50/50.
- Once the playground equipment reaches its useful life, as determined by the Park District, the Park District will be responsible to prepare design plans for the replacement of equipment and playground surface at its own cost.

- The City will be part of the design process by being provided proposed layouts of replaced equipment and surface.
- Both parties agree to work together on a mutually acceptable design.
- Cost above the \$5,000 threshold will be split 50/50 between both parties.
- The Park District shall notify the City 12 months in advance of any replacement of equipment or surface.
- The Park District will be allowed to organize and hold at least one (1) event annually starting in 2026 at the City Center Park. For this one event, the city will provide at no cost to the Park District police officers to staff the event.
- The Park District shall be granted the exclusive right to sale alcoholic beverages at the annual event discussed above and the city will waive food and beverage permit fees to the Park District and shall grant all necessary temporary local liquor license.
  - Park District shall be solely responsible for securing and paying for all Illinois Temporary liquor licenses and alcohol permits.
  - All revenue generated for the alcohol sales shall be the exclusive revenue of the Park District.
  - Any and all Food Vendors shall be separately registered with the City and/or permitted through the City pursuant to any Ordinance or Policy in effect at that time.

**Recommended Council Action:** Resolution approving an Intergovernmental agreement between the City of Crest Hill and Lockport Township Park District for cost-sharing regarding the design, construction, annual maintenance, and annual events at the City of Crest Hill City Center and Park.

**Financial Impact:**

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**

Draft CH-PK DIST IGA re City Ctr Playground (version 13-Clean)

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CREST HILL AND LOCKPORT TOWNSHIP PARK DISTRICT FOR  
COST-SHARING REGARDING THE DESIGN, CONSTRUCTION, ANNUAL  
MAINTENANCE, AND ANNUAL EVENTS AT THE CREST HILL CITY CENTER  
AND PARK**

**Approved by City Resolution No. \_\_\_\_\_**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF CREST HILL, an Illinois unit of local government, with its principal offices at 20600 City Center Boulevard, Crest Hill, Illinois 60403 (hereinafter called the "CITY") and THE LOCKPORT TOWNSHIP PARK DISTRICT, an Illinois township park district as constituted under the Illinois Park District Code, 70 ILCS 1205/1 *et seq.*, with its principal offices at 1811 Lawrence Avenue, Lockport, IL 60441 (hereinafter called the "PARK DISTRICT"), each individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the CITY has constructed a new City Hall and Police Department, with plans to further develop the City Center Campus to include construction of a multi-use City Center Park with a band shell, shelter, lighting, irrigation, parking lot, and playground. The development and construction of the band shell, shelter, lighting, parking lot, and playground is hereinafter referred to as the "CITY CENTER PARK PROJECT" or "the PROJECT"; and

**WHEREAS**, the CITY has decided that the PROJECT shall be completed in phases, with the playground being designed, constructed and installed in 2024 and the band shell, shelter, lighting, parking lot, and other areas to be designed and constructed in the future.

**WHEREAS**, the CITY and PARK DISTRICT have agreed to share costs related to the initial construction of playground phase of the PROJECT, including the costs of the playground equipment and stabilization of the playground surface; and

**WHEREAS**, following the construction of the playground, the CITY and PARK DISTRICT have agreed that that ownership of the playground parcel will be conveyed to PARK DISTRICT, after which the PARK DISTRICT shall have the sole responsibility to inspect, maintain and insure the City Center Park playground.; and

**WHEREAS**, in addition to the financial contribution to the initial construction of the playground and the agreement to take ownership and future maintenance responsibility for the City Center Park Playground, the PARK DISTRICT has agreed to organize and hold at least one (1) event annually at the City Center Park; and

**WHEREAS**, the CITY CENTER PARK PROJECT will provide considerable benefits for the public by developing additional areas within the CITY and PARK DISTRICT's boundaries which will provide beneficial recreational uses to residents of the CITY and the PARK DISTRICT; and

**WHEREAS**, the PROJECT will provide considerable recreational benefits for the public, including, but not limited to, walking, picnicking, playing, concerts, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the improvements that will be made as part of the scope of the PROJECT.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the CITY and the PARK DISTRICT agree to the following:

## **1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct and are incorporated herein as though fully set forth.

## **2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

### **PARK DISTRICT:**

2.1. The PARK DISTRICT agrees to pay to the CITY a payment of Two Hundred and Fifty Thousand (\$250,000.00) as its contribution toward the construction of the PROJECT, which will be entirely constructed, purchased and installed by the CITY per a final design to be determined and approved by the Parties. . Any and all additional design work, if necessary, shall be at the sole cost and expense of the CITY. Said payment shall be made ninety (90) days after the commencement of Phase One of the PROJECT. "Phase One" shall mean the construction of the sidewalk or walking path which will connect the adjacent public library property to the playground, installation of drainage structures and irrigation, grading, seeding, and

installation of the playground equipment and stabilized playground surface. Construction of the playground shall be in accordance with PARK DISTRICT'S site standards and ADA accessibility requirements, and plans shall be approved by PARK DISTRICT prior to Commencement. "Commencement" means breaking ground on Phase One.

2.2 Upon final completion and inspection of the City Center Park Playground, in exchange for the sale price of Ten (10) Dollars, the CITY will convey to PARK DISTRICT fee simple title to the City Center Park Playground parcel, including the land, all playground equipment, and only the drainage and storm sewer system installed within the deeded parcel conveyed to the PARK DISTRICT. Any repairs to the drainage and storm sewer system shall be split 50/50 between the CITY and PARK DISTRICT. The timing of these repairs will be determined by both parties. As part of the conveyance, the CITY will provide to PARK DISTRICT, at the City's sole cost and expense, a suitable Owner's Title Insurance Policy.

2.3 Upon said transfer of ownership of the City Center Park Playground Parcel, PARK DISTRICT will be solely responsible for the maintenance of the playground equipment, and drainage and storm sewer structures and shall be solely responsible obtaining all necessary liability and property and casualty insurance for the property.

2.4 The PARK DISTRICT shall bear the sole cost, expense and responsibility of having the City Center Park Playground area and equipment inspected at least twice annually. Any and all minor repairs of playground area equipment shall be made by the PARK DISTRICT at its sole cost and expense. Minor repairs to the playground equipment are defined as costs of \$5,000 or less.

2.5 The PARK DISTRICT will organize, plan, hold, and insure, at its own cost and expense, a minimum of one (1) annual event or concert beginning in 2026. The date and time for said event will be mutually determined by the PARTIES, with the sole final approval by the CITY.

2.6 The PARK DISTRICT shall be granted the exclusive right to sell alcoholic beverages at the event described in Section 2.5, but the CITY will waive food and beverage permit fees to the PARK DISTRICT and shall grant all necessary temporary local liquor licenses to PARK DISTRICT, which shall be solely responsible for securing and paying for all State of Illinois Temporary Liquor Licenses or Alcohol Permits. Any revenue from the PARK DISTRICT event described in Section 2.5, including but not limited to alcohol sales, shall be the exclusive revenue of the PARK DISTRICT.

2.7 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.8 The PARK DISTRICT will provide technical assistance during the final design, bidding and Construction of Phase One. "Technical Assistance" means provided to the CITY a minimum of three (3) proposed layouts for the playground equipment, to be finalized by

the City Council, project input, and an on-site PARK DISTRICT representative if changes or other construction related issues arise.

2.9 The PARK DISTRICT will take ownership of all playground equipment, the stabilized surface, concrete ribbon curb as within the area shown in exhibit 1, and all the storm sewer, drainage or other equipment installed within the parcel deeded to the PARK DISTRICT. PARK DISTRICT shall at its sole cost and expense maintain, operate and insure the City Center Park Playground except as outlined under Section 2.2. If at any time PARK DISTRICT should determine to cease to utilize, maintain and insure the property as a park, then PARK DISTRICT shall upon written request by the CITY convey the property back to the CITY at the sale price of TEN (10) Dollars.

2.10 The PARK DISTRICT will be solely responsible for determining the City Center Park Playground equipment's useful life and when replacement of all or part of the equipment should be replaced. It shall be the PARK DISTRICT's sole responsibility for removal of any old playground equipment and playground surface and to design, if necessary, purchase and install any new (or replacement) playground equipment and stabilized surface. All design work will be the sole financial responsibility of the PARK DISTRICT. The City Council shall be provided with the proposed layout of any replacement of all of the City Center Park Playground equipment and the PARTIES agree to work together on a mutually acceptable design before it is finalized. The cost of replacement and installation of any or all playground equipment (over the \$5,000 maintenance threshold referred to in Section 2.4) shall be split 50/50 between the CITY and PARK DISTRICT. The PARK DISTRICT shall notify the CITY of its intent to replace the equipment or surface at least twelve (12) months in advance of the intended replacement for budgeting purposes. The CITY's payment of one-half of the replacement equipment only shall be made to PARK DISTRICT ninety (90) days after the replacement Project begins.

#### **CITY:**

2.11 The CITY shall be solely responsible for the bidding process, construction, purchase and installation of the initial PROJECT elements. Aside from the one-time monetary contribution by PARK DISTRICT required by Section 2.1, CITY shall be solely responsible for all other design costs of the PROJECT elements, with the exception of the purchase and installation of any replacement City Center Park Playground equipment, which shall be governed by Sections 2.9 and 2.12 herein.

2.12 The CITY will oversee the work done by the contractor(s) awarded the construction of the PROJECT, pursuant to Plans and Specifications as approved by the CITY and subsequent updates and revisions.

2.13 CITY agrees to contribute 50%, paid as outlined in Section 2.10, toward the replacement cost and installation (excluding design work) of City Center Park Playground equipment or stabilized surface.



2.14 It is understood and agreed upon by the parties that only the ownership of the City Center Park Playground parcel will be sold and conveyed to the PARK DISTRICT pursuant to Section 2.2, and that the CITY will retain ownership of all other CITY CENTER PARK PROJECT elements, including but not limited to all real property other than the Playground parcel, band shell, picnic area, parking lot, lighting, irrigation, and shelter. The CITY shall be solely responsible for the maintenance, operation, and insuring all of CITY CENTER PARK PROJECT elements which are not conveyed to PARK DISTRICT pursuant to Section 2.2 and PARK DISTRICT shall have no obligations, financial or otherwise, with respect to those CITY CENTER PARK PROJECT elements which are not conveyed and which remain the responsibility of the CITY.

2.15 The CITY shall be responsible for all design fees and other expenses related to drawings and designs prepared by Hitchcock Design Group and SpaceCo, Inc. for all Engineering Fees relating to the construction of the CITY CENTER PARK PROJECT elements.

2.16 The CITY will design, erect, and maintain, at its sole cost and expense, a sign at or near the City Center Park entrance which will include language acknowledging the PARK DISTRICT'S contribution and participation in the CITY CENTER PARK PROJECT development. The CITY agrees to work with the PARK DISTRICT on the final agreed upon language to be included on the sign prior to the sign being installed. The CITY shall have the sole control over the design, location, dimensions and overall construction and installation of the sign, as well as all costs of maintaining the sign.

2.17 The CITY will waive and not unreasonably withhold any authority or permitting for the 2026 annual event referenced in Section 2.5.

2.18 The CITY shall provide at its sole cost and expense police officers for one (1) annual PARK DISTRICT event required by Section 2.5. For all other PARK DISTRICT annual events held pursuant to Section 2.5, or if the PARK DISTRICT holds more than one event in any year, the sole cost and expense of providing security and/or Police Officers for the event will be the PARK DISTRICT'S. PARK DISTRICT'S event organizers will meet with CITY representatives at least thirty (60) days prior to any event described in Section 2.5 to coordinate with the CITY adequate security staffing for the event.

### **3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY  
City Administrator  
20600 City Center Boulevard

Crest Hill, IL 60403

FOR LOCKPORT TOWNSHIP PARK DISTRICT:

Executive Director  
1811 Lawrence Ave.  
Lockport, IL 60441

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

**5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

**8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be the 12<sup>th</sup> Judicial Circuit, Will County, Illinois.

**9.0 SUCCESSORS AND ASSIGNS.**

9.1 The CITY and the PARK DISTRICT each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed

as creating any personal liability on the part of any officer or agent of the CITY or the PARK DISTRICT.

#### **10.0. NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of CITY and/or PARK DISTRICT and/or any of their respective officials, officers and/or employees.

#### **11.0 COMPLIANCE WITH LAWS.**

11.1 CITY and the Contractor shall comply with all applicable codes, laws, ordinances and regulations of the CITY, Will County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, prevailing wage, public contracting, building, construction, environmental, civil rights, public finances, laws, rules, regulations, codes and orders applicable to the PROJECT.

#### **12.0 FREEDOM OF INFORMATION ACT.**

12.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

#### **13.0 COMMENCEMENT AND RENEWAL.**

13.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until \_\_\_\_\_, 2044, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein

#### **14.0 COUNTERPARTS.**

14.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

#### **15.0 AUTHORITY.**

15.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on

behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

#### 16.0 TERMINATION

16.1 After the initial twenty (20) years of the Agreement, either party may terminate this Agreement upon twelve (12) months written notice to the other party. This Agreement may only be renewed or extended upon a written agreement between the parties which is approved by the parties' respective governing authority.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF CREST HILL

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

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DRAFT

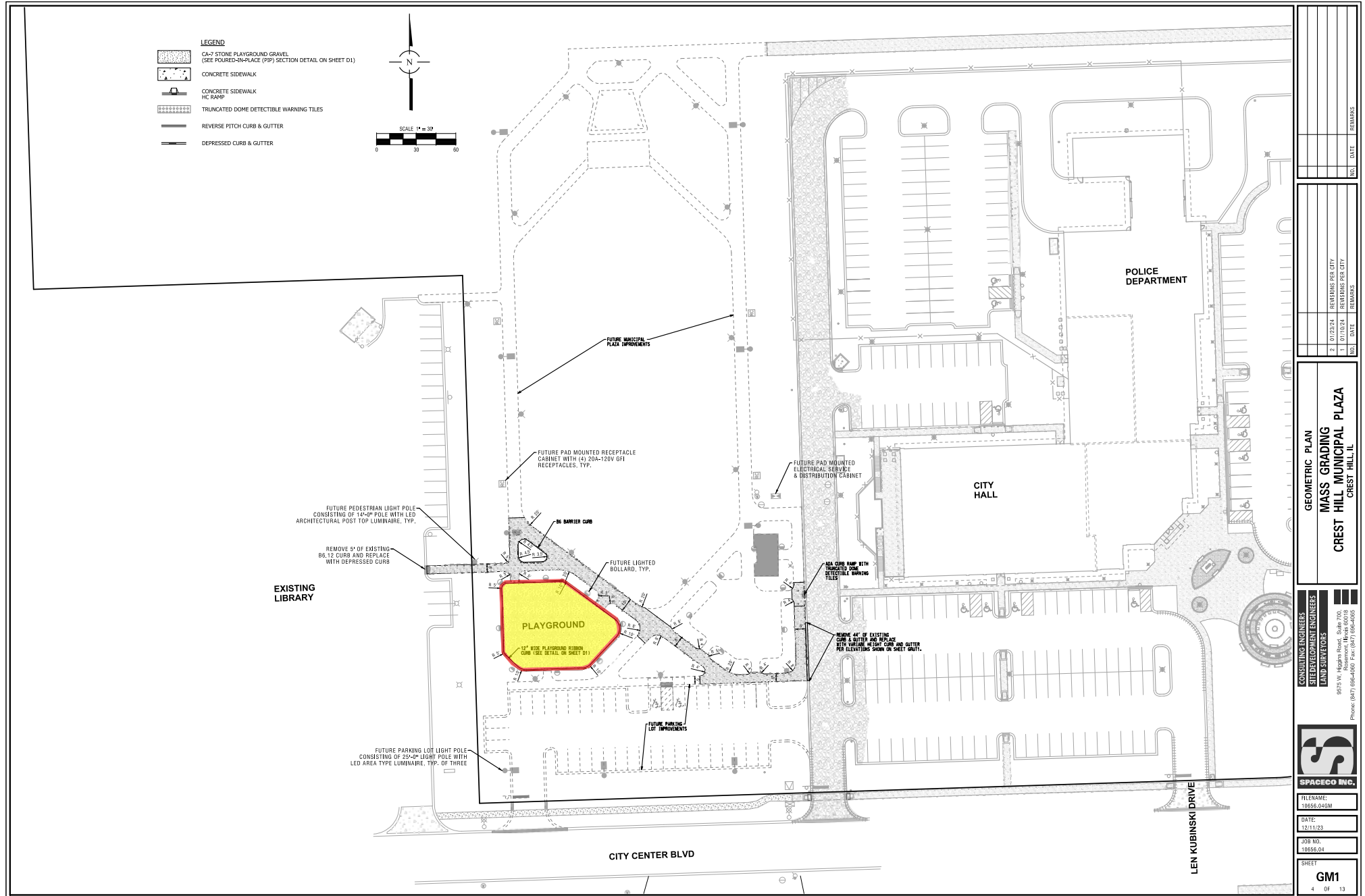
LOCKPORT TOWNSHIP PARK DISTRICT

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

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

Date: \_\_\_\_\_

DRAFT





## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	April 22, 2024
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Resolution approving an Agreement for Hillcrest Water Main Replacement-Design Engineering Services by and Between the City of Crest Hill, Will County, Illinois and Robinson Engineering, Ltd. for an amount of \$14,000.00.

**Summary:** As presented previously, staff would like to the survey work to create a three-lot plat of subdivision of real estate identified by PIN 11-04-29-302-013-0000 (Lot 40 in Weber Farm Crossing of Crest Hill Phase 2 as per plat thereof recorded June 29,2011 as document number R201106053, Will County, Illinois

Attached is an agreement from Robinson Engineering, Ltd. to provide survey professional services.

The final plat of Subdivision will take 10-12 weeks once authorization to proceed is given.

**Recommended Council Action:** Resolution approving an Agreement for Hillcrest Water Main Replacement-Design Engineering Services by and Between the City of Crest Hill, Will County, Illinois and Robinson Engineering, Ltd. for an amount of \$14,000.00.

### Financial Impact:

**Funding Source:** Water Fund-Engineering

**Budgeted Amount:** \$16,000 (Fiscal Yr. 2025)

**Cost:** \$14,000.00

### Attachments:

Resolution-City Hall 3-Lot Subdivision

REL Survey Proposal City Hall 3 lot sub-division



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR 3-LOT SUBDIVISION OF REAL ESTATE IDENTIFIED BY PIN 11-04-29-302-013-0000 BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND ROBINSON ENGINEERING, LTD.**

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WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, Robinson Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing survey engineering services, including Preparation of a 3-lot subdivision for the real estate identified by PIN 11-04-29-302-013-0000 (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an AGREEMENT FOR 3-lot subdivision for the real estate identified by PIN 11-04-29-302-013-0000 (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of 14,000.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the

Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

*[Intentionally Blank]*

PASSED THIS 15TH DAY APRIL, 2024.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Scott Dyke	<hr/>	<hr/>	<hr/>	<hr/>
Alderwoman Claudia Gazal	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Darrell Jefferson	<hr/>	<hr/>	<hr/>	<hr/>
Alderperson Tina Oberlin	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Mark Cipiti	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Nate Albert	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Joe Kubal	<hr/>	<hr/>	<hr/>	<hr/>
Mayor Raymond R. Soliman	<hr/>	<hr/>	<hr/>	<hr/>

APPROVED THIS 15TH DAY OF APRIL, 2024.

---

Raymond R. Soliman, Mayor

ATTEST:

---

Christine Vershay-Hall, City Clerk

# EXHIBIT A

**EXHIBIT A**

March 19, 2024  
S23-10-011E Proposal / Estimate

To: Mr. Ron Wiedeman, PE  
City Engineer  
City of Crest Hill Public Works  
2090 Oakland Avenue  
Crest Hill, Illinois 60403

RE: Prepare a three-lot plat of subdivision in accordance with the current State of Illinois and current City of Crest Hill standards of real estate identified by PIN 11-04-29-302-013-0000, or Lot 40 in Weber Farm Crossing of Crest Hill Phase Two as per plat thereof recorded June 29, 2011 as document number R201106052, Will County, Illinois.

Dear Mr. Wiedeman:

Thank you for the opportunity to provide a proposal for our professional land surveying services related to property in the City of Crest Hill, Will County, Illinois.

For your reference, this letter shall serve as an agreement whereby, the City of Crest Hill, hereinafter referred to as Client, engages Robinson Engineering, Ltd., hereinafter referred to as Surveyor, to perform professional land surveying services as defined in the Scope of Services listed below. Execution of this letter will confirm acceptance and shall constitute an agreement between Client and Surveyor.

#### Deliverables, Costs and Schedule

1. Plat of subdivision prepared in accordance with the current State of Illinois and current City of Crest Hill standards for plats of subdivision. Copies of the plat to be provided via both digital (Adobe PDF), mylar signature original, and analog paper copies, as necessary.
2. The following is a graphical depiction of the real estate as currently configured (blue highlighted area) as well as the approximate configuration of the proposed lots (yellow lines) to be developed:



3. The final position of the proposed lot lines to be determined based upon the location of the physical improvements located on the site.
4. As part of the plat of subdivision, the retrieval of a commitment for title insurance is contemplated. The actual direct cost of the commitment for title insurance will be invoiced. The Surveyor has currently made an allotment of \$1000.00 for the preparation of said title commitment for title insurance and is included in the fee below.
5. The Client shall be responsible for providing the name of the new plat of subdivision.
6. The Surveyor shall not be responsible for presenting the plat of subdivision to the Will County Recorder's Office for recording. The Surveyor shall provide a letter authorizing a City of Crest Hill representative to record the plat on behalf of the preparing land surveyor from the Surveyor's staff.
7. The preparation of street right of way vacations or easement abrogations is not contemplated as part of this proposal should they be necessary.
8. The following table shows the Surveyor's lump sum fee for preparing the plat of subdivision and the Surveyor's standard hourly unit rates for those anticipated work classifications.

Description of Service	Unit Rate	Units / Hours	Subtotal
Boundary Survey	\$14000.00	1.00	\$14000.00
Administrative	\$101.00	0.00	\$0.00
2-Person Field Crew	\$228.00	0.00	\$0.00
1-Person Field Crew	\$139.00	0.00	\$0.00
CAD Technologist 1	\$110.00	0.00	\$0.00
Land Surveyor 3	\$164.00	0.00	\$0.00
Land Surveying Manager	\$176.00	0.00	\$0.00
<b>Deposit</b>			<b>\$0.00</b>

9. Based upon the rates, estimated hours and other costs shown in the table above, we offer a proposal to complete the plat of subdivision on a time and material basis in an amount not to exceed \$14000.00. By signing this proposal/agreement, Client agrees to reimburse the Surveyor for any time and costs accrued at the unit rates indicated above that are performed by the Surveyor and their staff after the execution of this agreement.
10. This agreement is subject to the Robinson Engineering, Ltd. ("REL") Standard Terms and Conditions dated as 04/23 attached hereto and made part thereof.

Should you have any questions or concerns regarding this proposal, please feel free to contact me to discuss in more detail.

Very truly yours,



Randell E. Gann, PLS  
Manager, Land Surveying Department  
(708) 225-8204  
rgann@reltd.com

Plat of Subdivision (\$14000.00)

To be provided within 10 – 12 weeks from date of authorization to proceed.

*Please sign below, initial all other pages and return copies of all pages to our Frankfort, Illinois or Bourbonnais, Illinois office either digitally or manually.*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

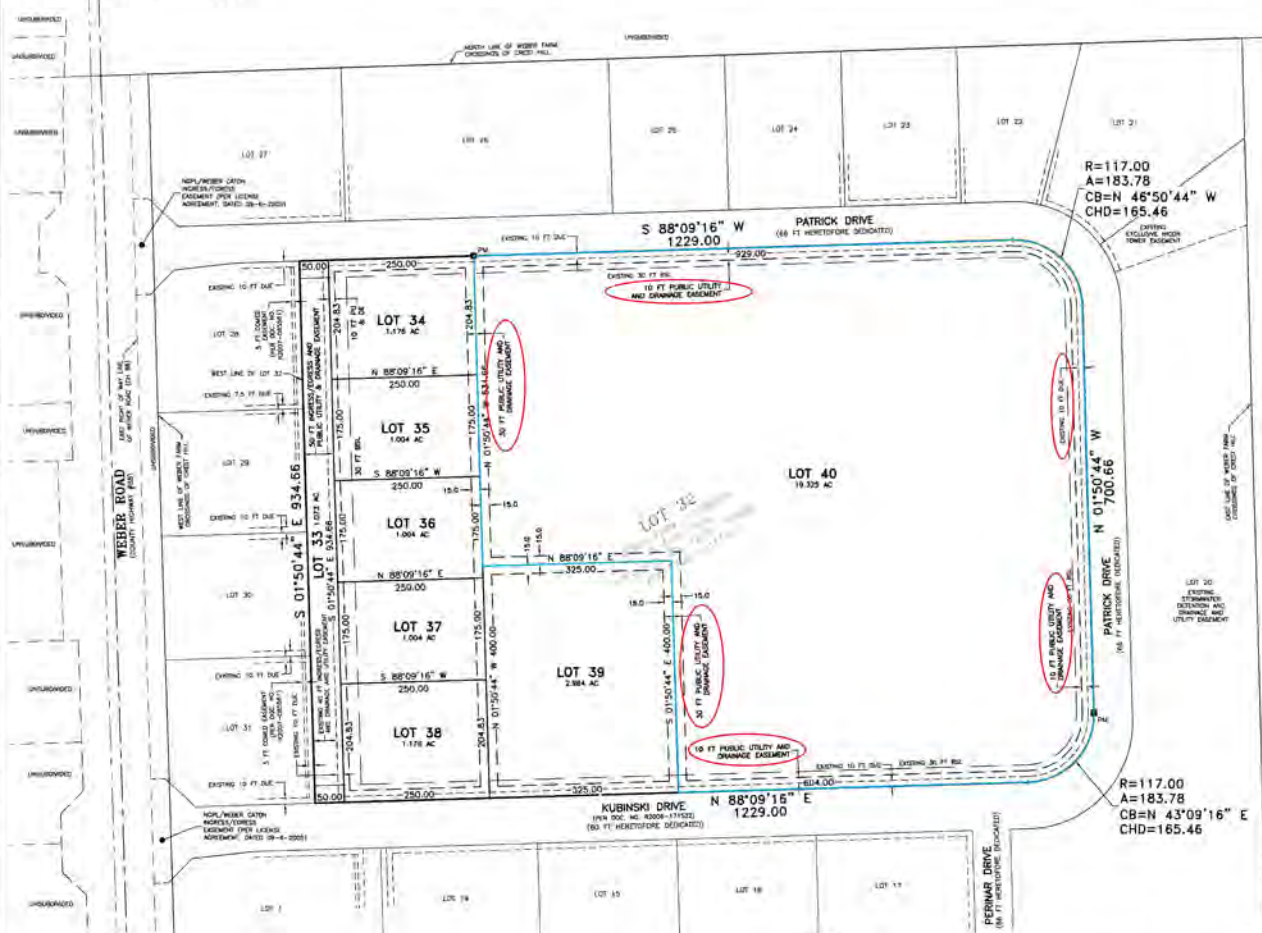
By: \_\_\_\_\_ Title: \_\_\_\_\_

FINAL PLAT OF  
WEBER FARM CROSSINGS OF CREST HILL  
PHASE TWO

IN PART OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 36 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.


**R2011060527**  
 Received: 6/28/2011 10:00 PM  
**Karen A. Stukel Will County Recorder 2P**  
 Date: 06/28/2011 Time: 10:11:27  
 Recording Fee: \$63.75  
 L. Stukel from: General: \$10.00

Scale: 1" = 100'



NOTES:

- [illegible]

#### EASEMENT PROVISIONS

An easement for serving line subdivision and other property with electric and communications service is hereby reserved for use granted to

COMMONWEALTH EDISON COMPANY,  
AMERTECH TELEPHONE COMPANY,  
EDUCABLE CABLE TELEVISION COM.

[illegible][illegible]

THE JOSEPHS ARE HEREBY RESERVED AND GUARANTEED TO THE CITY OF DUBLIN (U.S.) AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND JURISDICTION HEREIN, OVER ALL PUBLIC UTILITY, DRAINAGE AND DETENTION FACILITIES FOR ROADS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND STATE AND FEDERAL SERVICES, INCLUDING WATER MAINS, STORM AND SANITARY SEWERS AND RELATED MAINTENANCE OPERATIONS, INCLUDING ALL WATER, SEWERAGE, AND REMOVAL OF THESE FACILITIES.

STATE OF ILLINOIS }  
COUNTY OF WILL } ss.  
THIS INSTRUMENT NO. 62011-065527 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY.  
AFORSAID ON THE 29<sup>th</sup> DAY OF JUNE 2011, A.D. AT 14:11 O'CLOCK P.M.

James P. Stikel, owner  
WILL COUNTY RECORDER

STATE OF KANSAS } ss.  
COUNTY OF WABASH }

LOT 32 IN WEINEN FARM CROWNSHIPS OF GREAT HILL, ACCORDING TO THE PLAT THEREOF RECORDED, SEPTEMBER 27, 2001 AS DOCUMENT NUMBER 82007-018178S, AND ACCORDING TO THE CERTIFICATE OF CORRECTION RECORDED, JANUARY 31, 2007, AS DOCUMENT NUMBER 82007-018178S, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29 IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MILL COUNTY, ILLINOIS. (Overlaid)

1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AS MADE BY ME.

4. THAT ALL REGULATIONS ENACTED BY THE SUBDIVISION AND PLAT ORDINANCE OF THE CITY OF CREST HILL HAVE BEEN COMPLIED WITH.

5. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

SAID AT CREST HILL, ILINOIS THIS 7th DAY OF February 2011, A.D.

MINNESOTA PROFESSIONAL LAND SURVEYOR NO. 1385  
EXPIRATION DATE 11/30/2012  
GLEICH INCORPORATED PROFESSIONAL DESIGN

STATE OF MICHIGAN  
COUNTY OF WILMINGTON

THIS DEED WAS APPROVED BY THE CITY OF DEXTER HILL PLANNING COMMISSION AT THE MEETING HELD  
12th DAY OF January 2011 A.D.

*Note attached*

STATE OF ILLINOIS }  
COUNTY OF WILL } ss.

THIS PLAN WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CREST HILL AT A MEETING HELD  
7th DAY OF February 2011 A.D.

Christine J. J. - 4/20  
CITY CLERK

STATE OF ILLINOIS )  
COUNTY OF WILL ) ss.  
I, NANCY SCHULTZ MOORE, COUNTY CLERK OF WILL COUNTY, BEING SO HERETOFORE  
QUALIFIED AND SWORN, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT  
COPY OF THE ORIGINAL FILED IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL AT JOLIET, ILLINOIS, THIS 29<sup>th</sup> DAY OF JUNE 1836.

*Christy Newberry*  
HILL COUNTY CLERK

STATE OF KANSAS }  
COUNTY OF HALL } SS:  
I, Phonda R. Novak, DIRECTOR OF THE TAX MAPING AND PLATTING OFFICE, DO  
CERTIFY THAT I HAVE CHECKED THE FOREGOING DESCRIPTION OF THIS PLAT AGAINST AVAILABLE RECORDS.

4-29 CW + CE

1104.29.302.005

DATED THIS 29<sup>th</sup> DAY OF June 2011 A.D.  
Rhonda R. Novak



SEAL



**GEOTECH INC.**

**CONSULTING ENGINEERS - LAND SURVEY**

SEE SHEET 2 FOR ADDITIONAL CERTIFICATIONS

**1** **GEOTECH INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
1207 CEDARWOOD DRIVE    10001 HILL BLVD.    541.333-1000  
PORTLAND, OREGON 97203    PORTLAND, OREGON 97203

WEBER FARM CROSSINGS  
OF CREST HILL PHASE TWO

FINAL  
SUBDIVISION PLAT  
DRAWN BY: CJT JOB # GJH16477

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26



**ROBINSON ENGINEERING, LTD ("REL")**  
**STANDARD TERMS AND CONDITIONS**

Item 4.

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnities, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL 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 digitally, 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 digitally; 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 digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** – REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_



## City Council Agenda Memo

Crest Hill, IL

**Meeting Date:** 04/22/24  
**Name:** Zoe Gates  
**Department:** Building Department on behalf of Public Works  
**Topic:** Excavations Ordinance Change

**Summary:** City Ordinance Chapter 12.04 Excavations requires the deposit of cash or bond when construction work moves into the street. It was last updated in 1986 and as such requires bond limits that are too low to repair city right-of-way if damaged. Additionally, where a cash deposit is made it is difficult for the City Clerk's office to maintain and track the cash being held for eventual return.

The attached update removes the cash element, increases the required bond amount to cover any damage, and differentiates between the insurance requirements for a resident and a contractor placing the bond.

**Recommended Council Action:** Approve the proposed ordinance changes to go to a regular Council meeting for final vote.

**Financial Impact:** None

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:** Draft of proposed ordinance changes



## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 12 (STREETS AND SIDEWALKS), CHAPTER 12.04 (EXCAVATIONS), 12.04.020 (INSURANCE, BOND OR CASH DEPOSIT REQUIRED) OF THE CITY OF CREST HILL CODE OF ORDINANCES**

**WHEREAS**, the City of Crest Hill is authorized by Section 11-60-1 of the Illinois Municipal Code to fix the amount, terms and manner of issuing, regulating and revoking licenses (65 ILCS 5/11-60-1); and

**WHEREAS**, the City of Crest Hill has previously exercised said authority by adopting Chapter 12.04 Excavations, including Sections for permit requirements and insurance, bond, and deposit requirements; and

**WHEREAS**, pursuant to its express authority granted by the Illinois Municipal Code, the City of Crest Hill has from time to time deemed it necessary to amend its Code of Ordinances; and

**WHEREAS**, the City Council has determined that the City of Crest Hill Code should be amended to by modifying Section 12.04.020.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Crest Hill, Illinois, as follows:

**SECTION 1: PREAMBLE.** The preamble of this Ordinance is declared to be true and correct and is incorporated by reference as if fully set forth in this Section 1.

**SECTION 2: APPROVAL.** Section 15.04.020 is hereby changed, with all other sections of Chapter 12.04 remaining unchanged:

**CHAPTER 12.01: EXCAVATIONS**

Section

12.04.010	Construction permit required
12.04.020	Insurance; <del>and</del> bond <del>or cash deposit</del> required

**12.04.010 CONSTRUCTION PERMIT REQUIRED.**

Whenever any person desires to work upon the streets within the city, which work requires removing material, digging or cutting into street material, the person, firm or corporation shall first obtain a permit from the ~~city~~ **City Clerk**.

**12.04.020 INSURANCE; ~~AND BOND OR CASH DEPOSIT~~ REQUIRED.**

(A) Each ~~resident~~ applicant requesting a permit shall furnish the City Clerk with proof of liability insurance coverage for the benefit of the city in the amount of \$100,000 for bodily insurance to any one individual; \$300,000 coverage for any one occurrence;

and property damage in the amount of \$25,000. Evidence of coverage shall be in the form of a certificate of insurance naming the city as an additional insured.

Contractors must be registered pursuant to Section 5.60 of this Code and must furnish to the City Clerk proof of liability insurance coverage in the amounts set forth in Section 5.60.040. Evidence of coverage shall be in the form of a certificate of insurance naming the city as an additional insured.

- (B) The filing of an ~~an annual~~ street obstruction and/or street opening bond in the amount of ~~\$1,000~~ 5,000 shall be required of each applicant. ~~This shall be held by the City Clerk.~~
- (C) ~~In the alternative to division (B) of this section, any person or firm may deposit \$500 in cash with the City Clerk for each street opening, which funds shall be held in escrow by the City Clerk.~~ The bond shall be held by the City Clerk until the ~~Superintendent of Streets~~ Public Works Director or their designee notifies the City Clerk in writing that the street has been restored in accordance with his directions in a good and workmanlike manner. All street opening work shall be completed within six months of the issuance of a permit, or such additional time as may be granted by the City Council.
- (D) If it appears to the ~~City Clerk~~ Public Works Director or their designee that street work or opening is of an extra-hazardous nature or of an unusual nature, he shall notify the City Engineer and City Attorney, and they will require additional liability insurance and/or bond.
- (E) For purposes of this chapter and for all purposes within this code unless expressly stated to the contrary, *STREET* shall include all the area between the right-of-way lines in which the street is located, and shall not just include the paved portion thereof. The requirement for restoration of the street in a good and workmanlike manner set out in division (C) of this section shall equally apply to parkways and sidewalks where the parkways and sidewalks are inside the street right-of-way line and not on private property.

**SECTION 3: SEVERABILITY.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Ordinance.

**SECTION 4: REPEALER.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect immediately upon its passage and publication according to law.

**[LEFT INTENTIONALLY BLANK]**

ASSESSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk



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**Agenda Memo****Crest Hill, IL**

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**Meeting Date:** April 22, 2024  
**Submitter:** Don Seeman  
**Department:** Building  
**Agenda Item:** Maintenance Agreement with Kone Care

**Summary:** Proposal for inspection/maintenance of elevators in City Center/police Department Building

**Recommended Council Action:** Accept proposal from Kone Care in the amount of \$12,275.28 for 3 maintenance visits/ 1 testing visit.

**Financial Impact:**

**Funding Source:** General Fund Facilities Management

**Budgeted Amount:** \$130,000.00

**Cost:** \$12,275.28

**Attachments:**

# KONE CARE™ 24/7 CONNECT

## **KONE Care™ Maintenance Agreement**

**Prepared for:** CITY OF CREST HILL - Donald Seeman

**Date:** February 26, 2024

**Issued by:** Al Gilski



February 26, 2024  
CREST HILL CITY CENTER  
20600 CITY CENTER BLVD  
CREST HILL, IL 604030

**KONE**  
Chicago  
1080 Parkview Blvd  
Lombard, IL 46322  
Phone: 630-514-3705  
Fax:  
Al.Gilskill@KONE.com

Attn: Donald Seeman

Re: KONE Care™ Maintenance Agreement  
CREST HILL CITY CENTER

Dear Donald Seeman,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at CREST HILL CITY CENTER.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 630-514-3705.

Respectfully,

Al Gilski  
Senior Sales Executive  
KONE

Dedicated to People Flow™



**Purchaser ("Purchaser"):**  
 CREST HILL CITY CENTER  
 20600 CITY CENTER BLVD  
 CREST HILL, IL 604030

**Service Location ("Premises"):**  
 CREST HILL CITY CENTER  
 20600 CITY CENTER BLVD  
 CREST HILL, IL 604030

**KONE Inc. ("KONE")**  
 Chicago  
 1080 Parkview Blvd  
 Lombard, IL 60148

**TENDER DATE:** 02/26/2024

**EFFECTIVE DATE:** 05/01/2024

## SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
KONE	Elevator	MRL	2

### 2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. MRL Elevators

1. **Relay Logic Control System**  
All control system components.
2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Gearless Machines Components**  
All MRL machine components.
4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
6. **Ropes**  
Hoist ropes, governor ropes, and compensation ropes.
7. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**  
All elevator control system components on the car.

### 3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible

for providing documentation onsite, as all reporting and testing records are available digitally.

#### 4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

#### 5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

#### **Regular Time Coverage - (#1 Passenger Elevator; #2 Passenger Elevator)**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

#### 6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

#### 7. **EXCLUSIONS**

The following are excluded from the scope of services:

##### **A. GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

**B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

**C. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; batteries for emergency lighting and lowering devices; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.
2. The following is excluded from #1 Passenger Elevator : Drive Unit and Hoist Machine:MX;Gear;Gearless. The following is excluded from #2 Passenger Elevator : Drive Unit and Hoist Machine:MX;Gear;Gearless.

**8. REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

**9. SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

**10. NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

**11. THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

## 12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of TEN (10) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of TEN (10) years. Either party may terminate this Agreement at the end of the initial TEN (10) year term or at the end of any subsequent TEN (10) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, cost of materials, changes to government regulations, other administrative costs, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

## 8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

## 9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

## 10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

## 11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

## 12. VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

## 13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

## 14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

## PRICE

\$1,022.94 per month payable by Purchaser annually in advance (\$12,275.28 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$1,022.94 per month	

CITY OF CREST HILL

[Redacted Signature]

(Signature of Authorized Representative)

-----  
(Print Name)

-----  
Title

-----  
Date

Respectfully submitted,

Al Gilski

KONE Inc.

-----  
(Approved by) Authorized Representative

-----  
Title

-----  
Date



## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **#1 Passenger Elevator**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
2. **#2 Passenger Elevator**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

### 24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

#### A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

#### B. KONE Care - Wireless Phone Provider Service

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. Kone is not liable for any damages relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions or any other reason outside of Kone's reasonable control. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

**By initialing below, you are approving the above KONE Care - Wireless Phone Provider Service for the additional monthly fee of \$110.00.**

**ACCEPTED BY** \_\_\_\_\_ **DECLINED BY** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### C. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by

KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect	Emergency Video Communication
#1 Passenger Elevator	44217524	X	X	X	
#2 Passenger Elevator	44217525	X	X	X	

5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
6. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

**Attachment "A"**  
**Amendments to Service Agreement**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

-KONE will provide a 25% Discount on Standard Billing Rates as part of this agreement.

**KONE General or Sales Manager Authorization**

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Signature

## **CUSTOMER INFORMATION**

<b>Who is the agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

<b>Where should the invoice be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

### Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	



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**Agenda Memo****Crest Hill, IL**

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**Meeting Date:** April 22, 2024**Submitter:** Don Seeman**Department:** Building**Agenda Item:** Maintenance Agreement with Kirwan Mechanical Service**Summary:** Proposal for Quarterly Inspection/Maintenance to the HVAC System for City Center/Police Department Building**Recommended Council Action:** Accept proposal from Kirwan Mechanical Service in the amount of \$12,120.00 for quarterly inspection and maintenance.**Financial Impact:****Funding Source:** General Fund Facilities Management**Budgeted Amount:** \$130,000.00**Cost:** \$12,120.00**Attachments:**

City of Crest Hill  
20600 City Center Blvd.  
Crest hill, IL 60403

April 8<sup>th</sup>, 2024

Attn- Don Seeman, Building Commissioner

**RE- Crest Hill City Center HVAC/Mechanical On-going Maintenance Proposal**

Don-

We are pleased to offer this on-going maintenance proposal for the HVAC system within the Crest Hill City Center. Our on-going maintenance services would include four inspections per calendar year. Each inspection would include seasonal maintenance tasks encouraged by the manufacturers for optimal reliability and efficiency.

**Visits-**

- ✓ **Air conditioning seasonal start-up (May)**
- ✓ **Air conditioning mid-season start-up (July)**
- ✓ **Heating seasonal start-up (October)**
- ✓ **Heating mid-season (January)**

**Tasks-**

- ✓ **Filter replacement and/or cleaning on each inspection visit.**
- ✓ **Condenser cleaning and inspection during both air conditioning inspections.**
- ✓ **Refrigerant system analysis completed during the air conditioning start-up.**
- ✓ **Furnace blower, ducting and OA damper inspection on each inspection visit.**
- ✓ **Testing and inspection of the thermostats and controls of each system per inspection.**
- ✓ **Furnace heating analysis completed during the heating start-up inspection.**
- ✓ **Cleaning of the burners, sensors and condensate drains during the heating start-up inspection.**
- ✓ **Allowance of time to investigate complaints or concerns during our inspection visits.**
- ✓ **Inspection of the exhaust equipment during the heating start-up inspections.**
- ✓ **Inspection of the server cooling systems during each inspection.**

**Equipment-**

This proposal covers the HVAC and ventilation equipment throughout the facility. We are covering the furnaces, air conditioners, filters, dampers, controls and exhaust fans that serve the village administration offices, police department and council chamber.

### Scheduling-

Each inspection will be based on the current conditions, we try to coordinate the air conditioning start up when the outdoor temperature is a minimum of 60 degrees and the heating when it is a maximum of 50 degrees. Each inspection is a multi-day process, each inspection will generate a series of reports from each piece of equipment. These will be emailed roughly a week after the inspections are completed. In the event of a problem or concern we will reach out and communicate a repair quote or guidance. We will typically provide notice a week in advance of our inspection plans.

### Access-

We will require access to the thermostats, mechanical room and server rooms to efficiently complete our tasks. We typically work during the hours of 7am-3pm M-F, we can adjust those hours to the building requirements.

### Pricing-

\$12,120	Per year
\$3,030	Invoiced quarterly

### Invoicing-

Our first invoice would be generated the first week of July. Invoices go out July, October, January and April.

Sincerely,



Brian Newell  
Kirwan Mechanical Service  
(630) 514-3454  
[bnewell@kirwan-mech.com](mailto:bnewell@kirwan-mech.com)

Signature of approval

Date

Name

Position





## Agenda Memo

Crest Hill, IL

**Meeting Date:** 04-22-2024  
**Submitter:** Police Chief Edward Clark  
**Department:** Police Department  
**Agenda Item:** DACRA TECH LLC Master Software Licensing Agreement

**Summary:** The city has used the Municipal Systems Incorporated (MSI) program for administrative hearings for 14 years. MSI was purchased by DACRA about a year ago and DACRA is phasing out the old system as of May 1, 2024. The new platform does have a monthly cost increase from what have paid recently, which was \$1,200.00 per month to \$2,500.00 per month. The increase in cost comes with a more robust platform. The Police Department is currently using DACRA for our state traffic violations, and this would allow us to digitize our administrative citations, parking citations and tow sheets. The Building Department would also be able to go away from the traditional paper citations and streamline the process. This will cut down on clerical data entry as well. The Building Department and Police Department will split the monthly cost of this platform. We are asking permission to enter into this agreement and begin the process of migrating to the new program.

**Recommended Council Action:** Approval of DACRA TECH LLC Master Software Licensing Agreement.

**Financial Impact:** \$2,500 Monthly

**Funding Source:** General Fund

**Budgeted Amount:** \$2,500 Monthly

**Cost:** \$30,000.00

**Attachments:** DACRA TECH LLC Licensing agreement

## DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and **City of Crest Hill** (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

### AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be two (2) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 120 days prior to the expiration of the term.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

City of Crest Hill  
Attention: Edward Clark  
20590 City Center Boulevard  
Crest Hill, IL 60403  
Email: [eclark@cityofcresthill.com](mailto:eclark@cityofcresthill.com)

If to Dacra:

Dacra Tech, LLC  
Attention: Dave Braner, CEO  
450 Devon Avenue, Suite 100  
Itasca, IL. 60143  
Email: [David.Braner@Dacratech.com](mailto:David.Braner@Dacratech.com)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Dacra Tech, LLC**  
a Delaware limited liability company

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

Name (print):

Title:

Date:

**City of Crest Hill**  
an Illinois municipal corporation

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

Name:

Title:

Date

[Signature page to Master Software Licensing Agreement]

## EXHIBIT A MASTER TERMS AND CONDITIONS

### A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

### B. Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

### C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

### D. Dacra’s Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

### E. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

#### **F. Pricing and Billing**

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with, and subject to, the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

#### **G. Termination**

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

#### **H. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, OR PROFITS.

#### **I. Other**

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of Will County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.

- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

## **J. Maintenance and Support**

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
  - (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
  - (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.
1. **Continuity of Service.** Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) **MAJOR** - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
- (ii) **MINOR** - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example,

subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).

2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

#### **K. Insurance Requirements**

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

DacraTech can help you streamline and effortlessly manage your prevention and violation enforcement efforts, from complaint to collections while protecting and increasing violator's due process rights. The Dacra Municipal Enforcement System is a web-based crime prevention, traffic safety, e-citation, tow and adjudication management system that is made up of the following available solutions:

#### **Dacra Municipal Enforcement System Architecture and Security**

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- **Architecture/Hardware**
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Web-based platform that works with modern hardware, with Chromium engine
  - JSON APIs available as well as numerous government and public safety software system integrations
  - For handheld ticketing, iPads preferred for efficient printing
  - Compatible with either 4" or 8 ½" Printers
- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services.
  - Criminal Justice Information Services (CJIS) compliant software
  - Two factor authentication (2FA) and Single Sign On (SSO) authentication capable
    - Department/personnel roles isolate secure data to authorized users
    - Extensive citation auditing features track changes to citations

#### **Adjudication/Violation Hearing Module**

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- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - *Parking Citations* – Multiple methods to efficiently manage parking citation issuance and adjudication
  - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
  - *Compliance Citations* – Department specific ordinance citations for police, building code, fire inspections, etc.
  - *Tow Citations* – Ensure administrative tow/impound hearings comply with local ordinance and state statutes
  - Per violation features include correspondence creation, digital evidence storage, and tracking
  - Custom per violation fines and fees
- **Hearing Management Tools:** Efficiently manage multi-department notices and hearings with features such as:
  - Multiple Hearing Locations and Times
  - Hearing Notices and Summons variable by issuing department
  - Comprehensive hearing check-in processing
  - Case-based Violations and Hearing Officer Tools for Case Review
  - Findings, Decisions, and Orders Issued with Custom Language
  - Final Determination Letters Issued with Custom Language
  - Batch Process for "Default No-Show" rulings
  - Batch Process management of notices
- **Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly, while offering a variety of fine payment tools such as:
  - Complex Fine Structure Tracking
  - Partial Payment Capability
  - Daily Cashier Reporting
- **Data Reporting and Analysis:**
  - Robust library of pre-built reports prepared to help manage administrative processes and system analysis.
  - Extensive search capabilities provide complex, multi-rule data searches for comprehensive reporting/analysis.

#### **Police e-Citation Module**

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- **State e-Citations:**
  - Issue and print statutorily compliant citations:



- Electronic Uniform Traffic Citation
    - Electronic Overweight Citation
    - Electronic Civil Law Citation
    - Cook County “Y” Citation Format
    - Compliant with Administrative Office of Illinois Courts standards
  - Electronic County Citation Transmittal for select counties
  - Custom transmittal forms for multiple circuit court systems
- **Municipal e-Citations:**
    - Issue and print local ordinance citations in the following categories:
      - *Parking Citations* – Multiple methods to speed parking citation issuance
      - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
      - *Compliance Citations* – Police specific ordinance citations with follow-up findings and order compliance
      - *Tow Citations* – Issue administrative tow seizure and hearing notices
  - **Additional Citation Features:**
    - **Integration options available for person/vehicle data population**
    - One click “companion” violations with case grouping features
    - Dacra’s “3-Click Ticketing” issued via handheld devices
    - Agency defined, mandatory field completion reduces human error
    - Dacra’s “Easy Search” statute and ordinance lookup functionality
    - Citation level digital evidence/record storage
    - Extensive citation data analytics with location/offender mapping capabilities
  - **Traffic Stop Study (TSS) and Pedestrian Stop Study (PSS) Data Collection:**
    - Easily collect required traffic stop data to reduce entry time and generate reports for uploading.
    - Generate a pedestrian stop receipts as required by the state of Illinois.
  - **Violator History:**
    - Citation and warning history summary displayed to issuing officer.
    - Multi-Agency Violator History shared between participating Dacra agencies – *Coming in 2024*
  - **Officer Docs:**
    - Create and print single-use documents needed for the police patrol environment.
    - Stored in the digital evidence module when created in conjunction with a citation.

## Building Code Notice & Summons Module

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- **Building Code Notice and Summons Creation:**
  - PIN database lookup for quick citation population
  - Multi-PIN association for citations and case tracking
  - Department specific summons and notices
  - Agency defined mandatory field completion to reduce human error
  - Dacra’s “Easy Search” statute and ordinance lookup functionality
- **Building Code Case Management:**
  - One click “companion” violations with case grouping features
  - Citation Grouping for citation creation and hearing management
  - Citation level digital evidence/record storage
  - Extensive citation data analytics with location/offender mapping capabilities
  - Follow-Up inspection tracking on “My Follow-Ups” from home screen
  - Abatement tracking for required compliance dates with custom added fees

## Towed/Abandoned Vehicle Management Module

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- **Abandoned Vehicle Management:**
  - Identify abandoned vehicles and create case
  - Issue required notices and follow-up reports
  - Prevents duplicate reports from being issued

- Follow-up abandoned vehicle tracking report
- **Towed Vehicle Management:**
  - **Police Tow and Impound Inventory Management:** Creates and processes tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
  - **Administrative Tow Citation Integration:** Dacra unifies tow inventory and violation data from initial seizure/administrative tow issuance, through holds, bond payments, and hearings, ensuring violator due process while reducing department risk.
  - **Tow Holds:** A variety of tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Boot/Scofflaw Management Program:**
  - Issue “Boot Eligible” notices per local ordinance
  - Bypass rules to add associated vehicles to boot list
  - Track “Boot Ready” parking scofflaws via “Boot Lists by Plate” and “Boot Lists By Vin”
  - Integrations available with certain ALPR and Boot vendors

## Community Caretaking Module

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- **Crime Prevention Notices:**
  - Issue Crime Prevention Notices to communicate areas of concern to residents.
  - Search tools for tracking prior notices issued

## System Configurations

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- **System Set-Up, Configuration:** Dacra assists with project management expertise to guide communities through what might otherwise be a complicated process. Typical installations are targeted for a smooth transition from contract to Go-Live in 120 days.
- **Dacra User Training:** Dacra system training is provided through virtual training and comprehensive online learning tools.
- **“Sandbox” Training Site License:** Dacra provides a free 4-month training “sandbox” to give ample time to bring staff up to speed on the operational capacity of the Dacra Municipal Enforcement System. This sandbox will be a duplicate of your actual system, with sample data populated for use. Extended Sandbox licensing available for an additional fee.
- **Historical Citation Data Import:** Dacra can import key citation data from certain legacy systems to allow your legacy municipal enforcement data to be housed within Dacra.

## Driver & Vehicle Owner Data Imports

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- **LEADS Citation Auto-Population Integration:** Dacra can integrate with Motorola P1 CAD presuming your P1 license allows citation auto-population of driver and vehicle data from the Dacra LEADS queue.

## DACRA 3<sup>rd</sup> Party Integrations

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- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, and the Monthly Usage Fee for citations issued that month:

<b>Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee</b>	<b>Monthly Service Fee</b>
<b>Monthly Licensing Fee</b> – Adjudication, E-Citations, Building Code, Tow, Community Caretaking Modules	
- Year 1: Go-Live Date May 1, 2024 – April 30, 2025	\$2,500
- Year 2: May 1, 2025 – April 30, 2026	\$2,500
<b>Monthly Usage Fee</b> – Calculated by totaling fees for citations issued that month:	
- Adjudication Citations Issued That Month –500 included at no cost	\$3 each
- State Citations – <b>Will County Contract Provides Module</b>	

<b>Additional Fee Description</b>	<b>Monthly Fee</b>
Dacra’s standard Motorola P1 CAD interface to transfer driver/vehicle data	Waived
Use of DACRA APIs for Data Transfer	Waived



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	Date: 4/10/2024
<b>Submitter:</b>	Submitter: Tony Graff, Interim City Administrator
<b>Department:</b>	Department: Administration
<b>Agenda Item:</b>	Agenda Item: All Information Services, INC (AIS) IT Support Service Agreement – Revised

**Summary:** The current IT Support Service Agreement with AIS is for a monthly block of 150 hours at a rate of \$100 per block/hour. The average use in 2023 was 121 hours.

Upon reviewing the current service agreement, a request to AIS was to revise the agreement for a monthly block of 130 hours at the \$100 per block/hour rate. Furthermore, the city will be permitted to rollover the unused hours for one month which will be billed first toward the monthly block.

The savings with the revised agreement will be \$2,000 per month (\$24,000 annual savings).

The agreement allows for termination upon a 30-day written notice of termination by either party.

### Recommended Council Action:

Recommend authorizing the approval to execute the service agreement effective May 9, 2024.

### Financial Impact:

**Funding Source:** FY 2025 Budget – General Fund

**Budgeted Amount:** \$226,000.00

**Cost:** \$156,000.00

### Attachments:

AIS, Inc. IT – Support – Monthly Blocks Agreement



## IT Support - Monthly Blocks

Engagement Scope of Work For:

<b>Customer</b>	City of Crest Hill
<b>Engagement</b>	IT Support - Monthly Blocks
<b>Location</b>	20600 City Center Blvd, Crest Hill, IL 60403
<b>Effective Date</b>	05-07-2024
<b>Created By</b>	Eric Montgomery
<b>Version</b>	2
<b>Start Date</b>	05/07/2024 (est)

## Proposal Outline

All Information Services, Inc. (AIS) appreciates the opportunity to provide your organization with the following technology solutions proposal. It has been designed to meet your operating requirements with engagements structured to properly set and manage expectations.

## Scope of Work

### Engagement Overview

Provider will provide resources for the duration of the project in which Engineers, Consultant, or Project Manager will assist with various IT tasks outlined this Project Scope. During this time, the Engineers, Consultant, or Project Manager will work closely with Customer staff.

### Recurring Labor Details

<b>General IT Support</b>	<b>130 Block Hours</b>
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- Block Hours – Monthly – 130 Block Hours
  - *Can be used for any services provided by AIS*

### Provider Responsibilities

*AIS is responsible for the following:*

- 24/7 Help Desk Support
- Scheduled onsite visits at frequency determined by City
  - Complete adhoc requests from staff
  - Complete tickets that required onsite support
- Provide client monthly block usage report via email
- Quarterly account reviews

### Customer Responsibilities

*City of Crest Hill is responsible for the following:*

- Monthly block overages will be billed quarterly in the listed months (April, July, October and January)

## Out of Scope

Tasks outside this SOW include, but are not limited to:

## Engagement Summary

Engagement Summary	
One-Time Total	\$0.00
Monthly Recurring Total	\$13,000.00
Yearly Recurring Total	\$0.00

## Service Fees – Annual Price Breakdown

Period	Fees
One-Time Total	\$0.00
Monthly Recurring Total (12 Months)	\$156,000.00
Yearly Recurring Total (1 Year)	\$0.00
<b>Annual Grand Total (Less Tax)</b>	<b>\$156,000.00</b>

Services Fees will be calculated according to the Engagement Service Fee Tables. Down Payment amount is the sum of the one-time and first period of recurring amounts listed in the Engagement Pricing Summary. Quote pricing is valid until 05/07/2024.

To approve this proposal and the Scope of Work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact [billing@aislabs.com](mailto:billing@aislabs.com) for alternate forms of payment.

If an invoice is required for this down-payment, please let us know. Once AIS receives the signed copy and the down-payment are received, work will begin.

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

Authorizing Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client PO (Optional): \_\_\_\_\_



## Terms and Conditions

### Block Hours

Resource	Block Hour Rate
Tier 1 Technician – Per Hour	1.00
Tier 2 Technician – Per Hour	1.35
Tier 3 Technician – Per Hour	1.50
Infrastructure Engineer – Per Hour	1.10
Project Management – Per Hour	1.70
Principal Consultant – Per Hour	2.00
After-Hours Work – Per Hour	2.50

### Block Hour Engagement is based upon:

- Block Hours are valid for one month with 30-day rollover from the acceptance of this SOW.
- Block Hours are Consumed in quarter-hour 0.25 increments for any and all time worked by provider
- Block Hour Consumption Rate for each resource is outlined as stated above for remote and on-site services performed between 8:00AM-5PM Central Time Zone on business days.
- Block Hour Consumption Rate for all resources for remote and on-site services performed on weekends, Federal Holidays, or outside of 8:00AM-5PM Central Time Zone shall use the After-Hours rate above.
- On-site visits to locations within fifty (50) miles of Provider offices are to be scheduled inclusive of travel time
- On-site visits to locations more than fifty (50) miles of Provider office will require Out of Scope Travel Expenses
- Provider will follow up with client on status and upcoming requests at least monthly and Block Hours will be Consumed accordingly
- Block Hour overages will be billed based on Tier of service utilizing the below table listed under 'Time and Materials'.

## Time and Materials

Resource	Resource Rate
Tier 1 Technician – Per Hour	\$100.00
Tier 2 Technician – Per Hour	\$135.00
Tier 3 Technician – Per Hour	\$150.00
Project Management – Per Hour	\$170.00
Principal Consultant – Per Hour	\$200.00
After-Hours Work – Per Hour	\$250.00

### T&M Engagement is based upon:

- Hours are Billed in quarter-hour 0.25 increments for any and all time worked by provider
- Hourly Rate for each resource is outlined as follows for remote or on-site services performed 8:00AM-5PM Central Time Zone on business days:
- On-site visits to locations within fifty (50) miles of Provider offices are to be scheduled inclusive of travel time
- On-site visits to locations more than fifty (50) miles of Provider office will require Out of Scope Travel Expenses
- Provider will follow up with client on status and upcoming requests at least monthly and Hours will be Billed accordingly

## General Terms and Conditions

All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which are out of scope and not listed in this scope will be executed, procured, and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or history with AIS, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be 'DUE UPON RECEIPT. 'Any Service Fees that are marked as an 'ESTIMATE, 'will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

Termination of agreement requires 30-day written notice by either party.

Additional Terms and Conditions are listed here: <https://aislabs.com/pricing/terms-conditions/>