

City Council Work Session Crest Hill, IL August 25, 2025 7:00 PM

Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

# Agenda

- 1. Ordinance to Replace the Grocery Tax Effective 1/1/2026
- 2. Resolution Approving an Agreement for Professional Design/Construction Services for 2024 Sanitary Sewer Cleaning and Televising for Lining Priority Areas 4 and 5 by and Between the City of Crest Hill, Will County, Illinois and Robinson Engineering, Ltd. for an amount of \$35,960.00.
- 3. West STP Change Order No.9
- 4. Tree Planting Program
- Consent Agenda Discussion
- <u>6.</u> Public Comment Policy & Procedure
- 7. Closed Session Policy Discussion
- 8. Winter Fest 2025
- 9. Holiday Lights on City Hall
- 10. Discussion-Recommending Approving a Public Works Director Recruitment Firm
- 11. Public Comments
- 12. Mayor's Updates
- 13. Committee/Liaison Updates
- 14. 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.



# Agenda Memo

Crest Hill, IL

Meeting Date: | August 25, 2025

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Ordinance to Replace the Grocery Tax Effective 1/1/2026

**Summary:** Prior to October 1, 2025, the City of Crest Hill has an option to replace the 1% grocery tax. The City Council has discussed this replacement tax in past and on Monday, staff will provide an update.

Recommended Council Action: Approve the draft ordinance for consideration on September 2, 2025.

# **Financial Impact:**

**Funding Source:** Revenue

**Budgeted Amount:** \$400,000

Cost: Not known

**Attachments:** Several informational attachments

# **SPESIA & TAYLOR**

# **MEMO**

To: Mayor Soliman and City Council

From: Mike Stiff

Date: January 20, 2025

Re: Ordinance to Replace the Grocery Tax effective January 1, 2026

The Illinois legislature in 2024 passed legislation which does away with the state grocery tax effective January 1, 2026. When I reported this to the City Council, I also advised that the legislation also included language which allows individual municipalities, including non-home rule communities to pass their own local grocery tax ordinances. I was directed to prepare an Ordinance establishing a grocery tax to replace the outgoing tax. Again, the state tax does not go away until January 1, 2026. The attached ordinance, if passed, must be submitted to the Illinois Dept. of Revenue, by October 1, 2025, to be effective on January 1, 2026 when the old tax goes away.

**MRS** 

# AN ORDINANCE IMPLEMENTING A NON-HOME RULE MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX IN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

**WHEREAS**, the City of Crest Hill is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and

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

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

**WHEREAS**, on August 5, 2024, Governor Pritzker signed legislation repealing the Illinois Grocery Tax effective January 1, 2026; and

**WHEREAS**, the legislation signed into law by Governor Pritzker on August 5, 2024, also amends the Illinois Municipal Code to allow all Illinois municipalities to reinstate the grocery tax at the local level; and

WHEREAS, Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality on the gross receipts from those sales made in the course of that business" (the "Municipal Grocery Retailers' Occupation Tax") (65 ILCS 5/8-11-24(a)); and

**WHEREAS**, if imposed, the Municipal Grocery Retailers' Occupation Tax must be "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24(a)); and

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected, and enforced by the Illinois Department of Revenue; and

WHEREAS, Section 8-11-24(b) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)) to also impose a Service Occupation Tax "at the same rate upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24(b)); and

WHEREAS, the Mayor and City Council of the City of Crest Hill have determined that it is appropriate, necessary, and in the best interests of the City of Crest Hill and its residents, that the City of Crest Hill levy both a Municipal Grocery Retailers' Occupation Tax, as authorized by Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)), and a Municipal Grocery Service Occupation Tax, as authorized by Section 8-11-24(b) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)).

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

**SECTION 1.** The Corporate Authorities hereby find that all the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail within the City of Crest Hill at a rate of one percent (1%) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3. Municipal Grocery Service Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged, within the City of Crest Hill, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries. The rate of this tax shall be the same rate identified in Section 2 above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

<u>SECTION 4.</u> The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

**SECTION 5.** As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-1.3), the City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

SECTION 6. The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

**SECTION 7.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of

the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 8.** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

**SECTION 9.** That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

**SECTION 10.** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

[Intentionally Blank]

# PASSED THIS 3<sup>RD</sup> DAY OF FEBRUARY, 2025.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin	•	•		
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				
•				
	Christ	ine Vershay-	Hall, City Cl	erk
APPROVED THIS 3 <sup>RD</sup> DAY OF FEBRUARY,	, 2025.			
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershay-Hall, City Clerk				

# City Council Work Session Agenda Memo



Crest Hill, IL

**Meeting Date:** 5/09/2024

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Ordinance to Replace the Grocery Tax effective January 1, 2026

**Summary:** Besides the information that was shared by Attorney Stiff, I want the City Council to know that preliminary review estimates the value to be \$100,000 to \$150,000 in tax revenue.

**Recommended Council Action:** To discuss the draft ordinance.

**Financial Impact:** Estimated value to be \$100,000 to \$150,000 in tax revenue.

# Illinois Municipalities That Have Adopted Ordinances Implementing the Local Grocery Sales Tax

As of 8/15/2025 at 12:00 p.m.

**Disclaimer:** This list of municipalities that have adopted a local grocery sales tax ordinance is based on information received directly from the municipality or confirmed by the Illinois Department of Revenue (IDOR). It is not an official IDOR document and may be incomplete. Some municipalities are listed more than once due to their jurisdiction overlapping multiple counties. The Illinois Municipal League has compiled and posted this information as a resource and will update the list periodically as new information becomes available.

	Municipality	County
1	Albany	Whiteside
2	Albers	Clinton
3	Aledo	Mercer
4	Algonquin	Kane
5	Algonquin	McHenry
	Alsip	Cook
7	Altamont	Effingham
8	Alton	Madison
	Amboy	Lee
	Andalusia	Rock Island
11	Anna	Union
	Annawan	Henry
	Antioch	Lake
	Arcola	Douglas
	Argenta	Macon
	Arthur	Douglas
	Arthur	Moultrie
	Athens	Menard
	Atkinson	Henry
	Auburn	Sangamon
	Avon	Fulton
	Bannockburn	Lake
	Barrington	Cook
	Barrington	Lake
	Barry	Pike
	Batavia	DuPage
	Batavia	Kane
	Beckemeyer	Clinton
	Bedford Park	Cook
	Beecher	Will
	Belleville	St Clair
	Berwyn	Cook
	Bethany	Moultrie
34	Bloomingdale	DuPage

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35	Blue Island	Cook
36	Bluffs	Scott
37	Bourbonnais	Kankakee
38	Bowen	Hancock
39	Breese	Clinton
	Bridgeview	Cook
	Brighton	Jersey
	Brighton	Macoupin
	Broadview	Cook
-	Brookfield	Cook
L	Brookport	Massac
	Brownstown	Fayette
-	Buffalo Grove	Cook
	Buffalo Grove	Lake
	Bull Valley	McHenry
	Bunker Hill	Macoupin
	Burbank	Cook
-	Burlington	Kane
	Bushnell	McDonough
	Byron	Ogle
	Cairo	Alexander
	Calumet Park	Cook
<u> </u>	Campbell Hill	Jackson
	Canton	Fulton
	Carbon Hill	Grundy
	Carbondale	Jackson
	Carlinville	Macoupin
	Carlyle	Clinton
	Carmi	White
	Carpentersville	Kane
	Carrollton	Greene
-	Carterville	Williamson
	Caseyville	St Clair
	Central City	Marion
	Centralia	Clinton
L	Centralia	Jefferson
	Centralia	Marion
	Centralia	Washington
-	Cerro Gordo	Piatt
	Charleston	Coles
_	Chatsworth	Livingston
	Chebanse	Iroquois
	Chebanse	Kankakee
<u> </u>	Chester	Randolph
	Chesterfield	Macoupin
	Chicago Heights	Cook
	Chillicothe	Peoria
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82	Cicero	Cook
83	Cissna Park	Iroquois
84	Clarendon Hills	DuPage
85	Clay City	Clay
86	Clifton	Iroquois
87	Clinton	DeWitt
88	Coal Valley	Henry
89	Coal Valley	Rock Island
	Cobden	Union
91	Coffeen	Montgomery
92	Colfax	McLean
93	Collinsville	Madison
94	Collinsville	St Clair
95	Colona	Henry
96	Cooksville	McLean
97	Cornell	Livingston
98	Coulterville	Randolph
99	Countryside	Cook
100	Crestwood	Cook
101	Crete	Will
102	Creve Coeur	Tazewell
103	Cuba	Fulton
	Cutler	Perry
105	Danville	Vermilion
106	Davis Junction	Ogle
107	Decatur	Macon
108	Deer Creek	Tazewell
109	Deer Creek	Woodford
110	Deer Park	Cook
111	Deer Park	Lake
112	Deerfield	Cook
113	Deerfield	Lake
114	DeKalb	DeKalb
115	DePue	Bureau
116	Des Plaines	Cook
117	DeSoto	Jackson
118	Diamond	Grundy
119	Diamond	Will
120	Dixon	Lee
	Downers Grove	DuPage
122	DuQuoin	Perry
	Dwight	Grundy
	Dwight	Livingston
125	Earlville	LaSalle
	East Alton	Madison
	East Dundee	Cook
128	East Dundee	Kane

129 East Moline Rock Island	
130 East Peoria Tazewell	
131 Edwardsville Madison	
132 El Paso McLean	
133 El Paso Woodford	
134 Elburn Kane	
135 Eldorado Saline	
136 Elizabeth JoDaviess	
137 Elizabethtown Hardin	
138 Elk Grove Village Cook	
139 Elk Grove Village DuPage	
140 Elkville Jackson	
141 Erie Whiteside	
142 Evergreen Park Cook	
143 Fairbury Livingston	
144 Fairfield Wayne	
145 Fairview Heights St Clair	
146 Farmer City DeWitt	
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149 Flossmoor Cook	
150 Forest Park Cook	
151 Forest View Cook	
152 Forrest Livingston	
153 Forreston Ogle	
154 Forsyth Macon	
155 Fox River Grove Lake	
156 Fox River Grove McHenry	
157 Frankfort Cook	
158 Frankfort Will	
159 Freeburg St Clair	
160 Freeport Stephenson	
161 Galva Henry	
162 Geneseo Henry	
163 Geneva Kane	
164 Genoa DeKalb	
165 Georgetown Vermilion	
166 Gilberts Kane	
167 Gilman Iroquois	
168 Girard Macoupin	
169 Glen Carbon Madison	
170 Glen Ellyn DuPage	-
171 Glencoe Cook	
172 Glenview Cook	
173 Golconda Pope	_
174 Goodfield Tazewell	
175 Goodfield Woodford	

	Grafton	Jersey
177	Grand Ridge	LaSalle
	Grandview	Sangamon
	Grayslake	Lake
	Greenup	Cumberland
	Greenview	Menard
	Greenville	Bond
		Pike
	Griggsville Hainesville	
		Lake
	Hamel	Madison
	Hampshire	Kane
	Hanover Park	Cook
	Hanover Park	DuPage
	Harrisburg	Saline
	Harvard	McHenry
	Harwood Heights	Cook
192	Havana	Mason
	Hawthorn Woods	Lake
194	Hecker	Monroe
195	Hecker	St Clair
196	Herrin	Williamson
	Herscher	Kankakee
	Heyworth	McLean
	Hickory Hills	Cook
	Highland	Madison
	Highland Park	Lake
	Highwood	Lake
	Hillsboro	Montgomery
	Hinsdale	Cook
	Hinsdale	DuPage
	Hodgkins	Cook
	Hoffman Estates	Cook
		Will
	Homer Glen	
	Homewood	Cook
	Hoopeston	Vermilion
	Hopkins Park	Kankakee
	Huntley	Kane
	Huntley	McHenry
	Illiopolis	Sangamon
215		Jefferson
216	Indian Head Park	Cook
217	Island Lake	Lake
218	Island Lake	McHenry
219	Itasca	DuPage
220	Jacksonville	Morgan
221	Jerome	Sangamon
222	Jerseyville	Jersey
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	Johnsburg	McHenry
224	Johnston City	Williamson
225	Justice	Cook
226	Kankakee	Kankakee
227	Kewanee	Henry
228	Kildeer	Lake
	La Grange Park	Cook
	Ladd	Bureau
	Lake Barrington	Lake
	Lake Forest	Lake
	Lake Zurich	Lake
	Lakemoor	Lake
	Lakemoor	McHenry
	Lexington	McLean
	Liberty	Adams
	Libertyville	Lake
	Lincoln	Logan
	Lincolnshire	Lake
	Lincolnwood	Cook
		Madison
	Livingston Lombard	
		DuPage
	Long Grove	Lake
	Loves Park	Boone
	Loves Park	Winnebago
	Lovington	Moultrie
	Lyons	Cook
	Machesney Park	Winnebago
	Mackinaw	Tazewell
	Macomb	McDonough
	Macon	Macon
	Mahomet	Champaign
	Manhattan	Will
	Mapleton	Peoria
	Marengo	McHenry
257	Marion	Williamson
	Markham	Cook
	Martinsville	Clark
260	Maryville	Madison
261	Mason City	Mason
262	Matteson	Cook
263	Matteson	Will
264	Mattoon	Coles
265	Mazon	Grundy
	McCullom Lake	McHenry
	McLeansboro	Hamilton
	Mechanicsburg	Sangamon
	Melrose Park	Cook

	Mendota	LaSalle
	Meredosia	Morgan
272	Merrionette Park	Cook
273	Metamora	Woodford
274	Metropolis	Massac
275	Midlothian	Cook
276	Milan	Rock Island
277	Milledgeville	Carroll
278	Millstadt	St Clair
279	Minooka	Grundy
280	Minooka	Kendall
281	Minooka	Will
	Mokena	Will
	Moline	Rock Island
	Montgomery	Kane
	Montgomery	Kendall
286	Morris	Grundy
	Morrison	Whiteside
	Morrisonville	Christian
	Morton	Tazewell
	Morton Grove	Cook
	Mount Carroll	Carroll
	Mount Prospect	Cook
	Mount Sterling	Brown
	Mount Zion	Macon
	Moweaqua	Christian
	Moweaqua	Shelby
	Murphysboro	Jackson
	New Athens	St Clair
	New Baden	Clinton
	New Baden	St Clair
	Newton	Jasper
	Niles	Cook
	Noble	Richland
	Nokomis	Montgomery
	Normal	McLean
	Norridge	Cook
	North Aurora	Kane
	North Chicago	Lake
	Northlake	Cook
	O'Fallon	St Clair
	Oak Forest	Cook
	Oak Lawn	Cook
	Oak Park	Cook
	Oakbrook Terrace	DuPage
	Odell	Livingston
	Odin	Marion
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317	Ogden	Champaign
318	Okawville	Washington
	Olney	Richland
	Oneida	
		Knox
	Oregon	Ogle
	Palatine	Cook
323	Palmyra	Macoupin
324	Palos Hills	Cook
325	Palos Park	Cook
326	Park City	Lake
	Park Ridge	Cook
	Pawnee	Sangamon
	Pecatonica	Winnebago
	Pekin	Peoria
	Pekin	Tazewell
	Peoria	Peoria
	Peoria Heights	Peoria "
	Peoria Heights	Tazewell
	Peoria Heights	Woodford
	Peotone	Will
337	Peru	LaSalle
338	Petersburg	Menard
	Pinckneyville	Perry
	Pingree Grove	Kane
	Pittsburg	Williamson
	Pittsfield	Pike
	Plainfield	Kendall
	Plainfield	Will
	Pleasant Plains	Sangamon
	Polo	Ogle
	Pontiac	Livingston
	Prairie Grove	McHenry
	Princeton	Bureau
350	Princeville	Peoria
351	Prophetstown	Whiteside
352	Prospect Heights	Cook
353	Ramsey	Fayette
	Rantoul	Champaign
355	Rapids City	Rock Island
	Raymond	Montgomery
	Red Bud	Randolph
	Richton Park	Cook
	Ridge Farm	Vermilion
	Ringwood	McHenry
	River Forest	Cook
	River Grove	Cook
363	Riverton	Sangamon

364	Roanoke	Ford
365	Roanoke	Woodford
366	Roberts	Ford
367	Rock Falls	Whiteside
368	Rock Island	Rock Island
	Rockford	Ogle
	Rockford	Winnebago
	Rockton	Winnebago
	Rolling Meadows	Cook
	Romeoville	Will
	Roselle	Cook
	Roselle	DuPage
	Royalton	Franklin
	Saint Charles	DuPage
	Saint Charles	Kane
	Saint Joseph	Champaign
	San Jose	Logan
	San Jose	Mason
	Sandoval	Marion
	Sandwich	DeKalb
	Sandwich	Kendall
	Savoy	Champaign
	Schaumburg	Cook
	Schaumburg	DuPage
	Schram City	Montgomery
	Seneca	Grundy
	Seneca	LaSalle
	Sesser	Franklin
	Shabbona	DeKalb
	Shawneetown	Gallatin
	Shelbyville	Shelby
	Sheridan	LaSalle
	Sherman	Sangamon
	Shiloh	St Clair
	Shorewood	Will
	Silvis	Rock Island
	Smithton	St Clair
401	South Barrington	Cook
402	South Chicago Heigh	Cook
403	South Elgin	Kane
404	South Holland	Cook
405	Southern View	Sangamon
406	Sparta	Randolph
	Spring Grove	McHenry
	Spring Valley	Bureau
	Steeleville	Randolph
	Sterling	Whiteside
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	Stickney	Cook
	Stillman Valley	Ogle
413	Stockton	JoDaviess
414	Stone Park	Cook
415	Streator	LaSalle
416	Streator	Livingston
417	Sugar Grove	Kane
	Summit	Cook
	Swansea	St Clair
	Sycamore	DeKalb
	Tamaroa	Perry
	Tampico	Whiteside
	Taylorville	Christian
	Third Lake	Lake
	Thomasboro	Champaign
	Thornton	Cook
	Tilden	Randolph
	Tilton	Vermilion
	Tinley Park	Cook
	Tinley Park	Will
	Toulon	Stark
	Tremont	Tazewell
	Trenton	Clinton
	Tuscola	Douglas
	Urbana	Champaign
	Valier	Franklin
	Valmeyer	Monroe
	Varna	Marshall
	Vernon Hills	Lake
	Vienna	Johnson
	Villa Grove	Douglas
	Volo	Lake
	Warren	JoDaviess
	Warrensburg	Macon
	Warrenville	DuPage
	Washington	Tazewell
	Washington Park	St Clair
	Waterloo	Monroe
	Wenona	Marshall
	Wenonah	Montgomery
	West City	Franklin
	West Dundee	Kane
	West Frankfort	Franklin
	West Peoria	Peoria
	West February	Edwards
	Westchester	Cook
	Westmont	DuPage
401	AAGSHIIOHL	Dur aye

458	Westville	Vermilion
459	Wheaton	DuPage
460	Wheeling	Cook
461	Wheeling	Lake
	Williamsfield	Knox
463	Williamsville	Sangamon
464	Wilmington	Will
465	Winfield	DuPage
466	Witt	Montgomery
467	Wonder Lake	McHenry
468	Wood River	Madison
469	Woodridge	Cook
470	Woodridge	DuPage
471	Woodridge	Will
472	Woodson	Morgan
473	Woodstock	McHenry
474	Worth	Cook
	Wyoming	Stark
	Yates City	Knox
	Yorkville	Kendall

# **Local Grocery Sales Tax Implementation**

### IMPLEMENTATION TIMELINE

**Now:** To implement a local grocery sales tax on January 1, 2026, adopt the Illinois Municipal League's model ordinance (available via this link) to ensure timely filing with the Illinois Department of Revenue (IDOR).

**Prior to October 1, 2025:** Submit a certified copy of an ordinance authorizing the local implementation of a grocery sales tax to IDOR, postmarked by October 1, 2025.

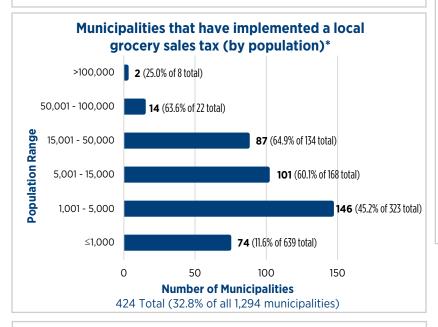
You must submit the ordinance to IDOR through MyLocalTax (available via this link) or via USPS, FedEx or UPS (it may <u>not</u> be submitted by email) to:

Aaron Allen, Division Manager Local Tax Allocation Division 3-500 Illinois Department of Revenue 101 West Jefferson Street Springfield, IL 62702 (217) 785-7116

**January 1, 2026:** The statewide grocery sales tax expires; only locally imposed grocery sales taxes will remain in effect.

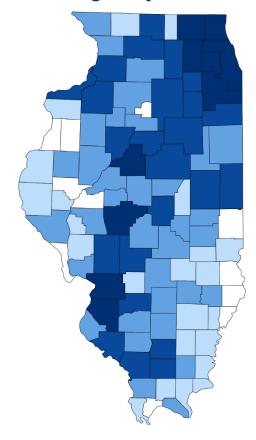
Please consult with your municipal attorney prior to taking any action to adopt a taxing ordinance.

More information is available at iml.org/grocerytax.

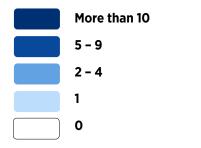


\*Data as of August 15, 2025.

# 424 municipalities in 91 counties have implemented a local grocery sales tax.



# Municipalities that have implemented a local grocery sales tax (by county)\*







## BY ILLINOIS MUNICIPAL LEAGUE STAFF

April 29, 2025

During the 2024 Spring Legislative Session, the Illinois Municipal League (IML) played an integral role in securing the authority for both home rule and non-home rule municipalities to implement by ordinance a 1% locally imposed grocery sales tax (without need for referendum approval) following the elimination of the statewide grocery tax effective January 1, 2026.

While IML's preference was to maintain the status quo and for the tax to remain statewide, Public Act 103-0781 repeals the statewide tax on groceries. However, the authority to implement a 1% grocery sales tax locally by ordinance was approved as part of the same legislation.

IML advocated for a delayed implementation date of the statewide grocery tax repeal and the elimination of the Illinois Department of Revenue's (IDOR) administrative fees to collect and remit the tax, meaning municipalities will see no decrease or lapse in grocery tax revenue, if timely in implementing the tax locally.

## IMPLEMENTATION TIMELINE

- Now: Municipalities that wish to implement the local grocery tax effective on January 1, 2026, should adopt IML's model ordinance now to ensure timely filing with the Illinois Department of Revenue.
- Prior to October 1, 2025: A certified copy of an ordinance authorizing the local implementation of a grocery sales tax must be submitted to IDOR, postmarked by October 1, 2025.
- January 1, 2026: The statewide grocery sales tax expires; only locally imposed grocery sales taxes will remain.

The statewide tax will not be repealed until January 1, 2026; until then, nothing will change and no action will be necessary by municipalities. However, for those municipalities that wish to implement the tax locally on day one, there are important benchmarks to consider.

For municipalities, both home rule and non-home rule, that wish to implement a local grocery sales tax effective on January 1, 2026, the first step is to pass an authorizing ordinance. IML has developed a model ordinance that can be adopted locally, which is available on our website. A certified copy of the ordinance must then be submitted to IDOR, postmarked by October 1, 2025, in order for the tax to be imposed beginning January 1, 2026. This will guarantee no lapse in revenues from this tax.

The ordinance must be sent to IDOR through MyLocalTax<sup>2</sup> or via USPS, FedEx or UPS (it may not be submitted by email) to:

Aaron Allen, Division Manager Local Tax Allocation Division 3-500 Illinois Department of Revenue 101 West Jefferson Street Springfield, IL 62702 (217) 785-7116

If a municipality chooses to wait to implement a local 1% grocery tax at a later date, please keep in mind that ordinances authorizing a local tax must be sent to IDOR and postmarked before April 1 for collection to begin on July 1, or postmarked after April 1 but before October 1, for collections to begin January 1 of the following year.

If your municipality does not wish to impose the grocery tax locally after the statewide expiration, no action is required and the 1% grocery tax will be automatically repealed within your jurisdiction on January 1, 2026.

IML suggests you consult with your municipal attorney prior to considering the adoption of this model ordinance. More resources are available at iml.org/grocerytax.

<sup>&</sup>lt;sup>2</sup> https://mytax.illinois.gov/MyLocal-Tax/\_/





<sup>&</sup>lt;sup>1</sup> https://www.iml.org/page. cfm?category=5382



# Agenda Memo

Crest Hill, IL

Meeting Date: August 25, 2025

**Submitter:** Ronald J Wiedeman

**Department:** Engineering

**Agenda Item:** Resolution approving an Agreement for Professional Design/Construction Services

for 2024 Sanitary Sewer Cleaning and Televising for Lining Priority Areas 4 and 5 by and Between the City of Crest Hill, Will County, Illinois and Robinson

Engineering, Ltd. for an amount of \$35,960.00.

# **Summary:**

The Engineering Department is requesting the city contract with Robinson Engineering, Ltd provide design and construction engineering services and go out for bid for the repair of the city's existing sanitary sewer interceptor pipe that was cleaned and televised as part of the 2024 program and as identified in Robinson's July 8, 2025 review summary as lining priority 4 and 5.

Lining priority 4 and 5 are identified as the sections of existing interceptor that are in a higher need of repair and consist of approximately 15.1% of the 21,480.7 LF of piped cleaned and televised in 2024.

The repairs will consist of Cured in Place Pipelining (CIPP) and will address most defects consisting of small holes, fractures and roots seen in the existing pipe. The areas that CIPP will not address by itself will also need other methods like grouting and pipe seals to be completed. These locations are identified in Robinson's July 8, 2025 review summary.

**Recommended Council Action:** Resolution approving an Agreement for Professional Design/Construction Services for 2024 Sanitary Sewer Cleaning and Televising for Lining Priority Areas 4 and 5 by and Between the City of Crest Hill, Will County, Illinois and Robinson Engineering, Ltd. for an amount of \$35,960.00.

## **Financial Impact:**

Funding Source: Sewer Fund Budgeted Amount: \$500,000.00

Cost: \$35,950.00

# **Attachments:**

Resolution-CCTV Professional Design-Construction Service Proposal 2024 Priority-4 &5

Exhibit A-2025 Crest Hill-Interceptor CIPP Design Construction Proposal

2024 Television Locations Exhibit

Sanitary Sewer Cleaning and Televising 2024 Locations Review

# A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL DESIGN/CONSTRUCTION ENGINEERING SERVICES FOR 2024 SANITARY SEWER CLEANING AND TELEVISING FOR LINING PRIORITY AREAS 4 AND 5 BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND ROBINSON ENGINEERING, LTD. FOR A COST OF \$35,960.00

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

WHEREASECS Robinson Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing Professional Design/Construction Services for the 2024 Sanitary Sewer Cleaning and Televising for the lining priority areas 4 and 5. (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 Professional Design/Construction Services for the 2024 Sanitary Sewer Cleaning and Televising for the lining priority areas 4 and 5. (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 statuary 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 \$35960.00.00 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 herby 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 2ND DAY SEPTEMBER , 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke				
Alderman Angelo Deserio				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
APPROVED THIS 2ND DAY OF SEE	PTEMBER 2025.			
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershay Hall City Clerk		_		

# **EXHIBIT A**

#### Exhibit A



August 8, 2025

To: City of Crest Hill 2090 Oakland Avenue Crest Hill, IL 60403

Attn: Ron Wiedeman, P.E., City Engineer

RE: Proposal for Professional Engineering Services
2025 Interceptor Cured-In-Place Pipelining, Design and Construction Engineering

### Dear Mr. Wiedeman:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to provide professional engineering services related to the cured-in-place pipelining (CIPP) of the City's sanitary sewer interceptor pipes from Weber Rd. to the East Wastewater Treatment Plant (E. WWTP). REL appreciates the opportunity to participate in this project that is important to the City of Crest Hill (City). We take great pride in partnering with our clients to achieve their goals and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Proposed Project Schedule, Items Requested from the City, Payment Terms, Standard Terms and Conditions, and Standard Billing Rates.

### PROJECT OVERVIEW

The goal of this project is to restore structural integrity to the interceptor pipes that received a 4 or 5 lining priority rating on the 2024 televising project. REL will prepare bidding documents and solicit bids for sewer cured-in-place pipelining rehabilitation in the City's sanitary sewer system from Weber Rd. to the E. WWTP. REL will respond to contractor's questions during the bidding phase, and issue addenda to the bid documents if required. REL will attend the bid opening, prepare the bid tabulation and assist the City with evaluating the bids. This project also requires construction oversight and management services to verify that the sewers are lined correctly, service connections are fully reinstated, access points at manholes are sealed properly, that restoration and punch list items are properly addressed, and that pay requests are verified and processed.

# SCOPE OF SERVICES

REL will provide the following scope of services:

# A. Design Engineering Bid Package

- 1. Prepare bid specifications
- 2. Generate Engineer's opinion of probable cost of construction
- 3. Prepare map exhibits and 90% bid document submittal (for client review)
- 4. Perform QA/QC and prepare final bidding documents
- 5. Provide bid assistance / advertising / respond to contractor questions
- 6. Evaluate pregualification statements
- 7. Issue addenda (where appropriate)
- 8. Attend bid opening / prepare bid tabulation
- 9. Assist the City with evaluating bids
- 10. Attend coordination meetings / provide project management

## B. Construction Engineering and Oversight

- 1. Prepare Contract documents
- 2. Review construction submittals and resident notices
- 3. Prepare for and attend pre-construction meeting
- 4. Prepare responses to contractor inquiries
- 5. Provide part-time construction observation (approximately 12 hours during construction activities)
- 6. Provide progress updates to the City
- 7. Review pre- and post-lining CCTV data for compliance
- 8. Prepare change orders as necessary
- 9. Review contractor payment applications and provide recommendations for payment
- 10. Prepare punch list and project close out

# C. Project Management and Meetings:

REL will facilitate a kickoff meeting, provide project management for the duration of the project and attend additional meetings with the City as needed throughout the project.

# PROPOSED PROJECT SCHEDULE

<u>Sequence</u>	<u>Task</u>	Start Date	Target End Date
A.	Design Engineering Bid Package	25-Aug-25	22-Sep-25
B.	Construction Engineering and Oversight	27-Oct-25	26-Dec-25
C.	Project Management and Meetings	25-Aug-25	26-Dec-25

All dates are assuming an authorization to proceed will occur on or before August 18, 2025

### ITEMS REQUESTED FROM THE CITY

- Updated GIS data files for sanitary sewers, manholes, service laterals, lift stations and force mains
- Coordination for bid opening, contract award and during construction

### **PAYMENT TERMS**

For the above scope of services REL proposes payment terms as summarized below. This fee is based on our understanding of the project scope and experience with similar projects. This fee will be billed monthly as the work is completed. Any other work not listed in the above scope of services and as requested and authorized by the City of Crest Hill will be billed at our standard hourly rates.

Total	\$35,950
Construction Engineering and Oversight (T&M)	<u>\$19,250</u>
Design Engineering Bid Package (Lump Sum)	\$16,700

### STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

### STANDARD BILLING RATES

The 2025 Standard Billing Rates effective January 1, 2025, and subject to revision January 1, 2026, are attached hereto and incorporated herein.

August 8, 2025
Proposal for Professional Engineering Services
2025 Interceptor Cured-In-Place Pipelining, Design and Construction Engineering

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at joe.sullivan@reltd.com if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,

Joseph Sullivan

**I&I** Department Manager

(630) 346-2877

joe.sullivan@reltd.com

 $\label{lem:construction} \mbox{U:\Sullivan} \mbox{\Locality} \mbox{\Crest Hill - Interceptor CIPP Design \& Construction Proposal.docx} \\$ 

xc: Dana West, PE, CFM, CPESC, Senior Project Manager

Accepted this \_\_\_\_\_\_ day of \_\_\_\_\_\_2025.

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

\_\_\_\_\_

Printed Name, Title

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

**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 and REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and 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. If applicable, the Client shall ensure that REL and REL's independent professional associates or consultants are named on any contractor's General Liability Policy on a primary and non-contributory basis.

**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

Client's Initial:	Date:	

Item 2.

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 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, though, 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.

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

**SURVIVAL** – All express representations, waivers, indemnitations 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.

Classification	Rate
Principal Engineer 1	\$223.00
Senior Project Manager 1 /2	\$203.00 / \$213.00
Senior Engineer 1 / 2 / 3	\$179.00 / \$193.00 / \$201.00
Project Engineer 1 / 2 / 3 / 4	\$143.00 / \$151.00 / \$161.00 / \$172.00
Project Manager 1 /2 / 3	\$151.00 / \$159.00 / \$169.00
Engineering Technician	\$143.00
Chief Land Surveyor	\$179.00
Land Surveyor 1 / 2 / 3	\$137.00 / \$154.00 / \$167.00
Surveying Technologist 1 / 2	\$121.00 / \$137.00
Senior Planner	\$169.00
Planner	\$148.00
Senior Project Scientist	\$167.00
Grant Writer 1 / 2	\$104.00 / \$123.00
Project Developer 1 / 2 / 3	\$121.00 / \$162.00 / \$185.00
GIS Coordinator	\$179.00
GIS Developer	\$147.00
GIS Technologist	\$119.00
CAD Manager	\$169.00
CAD Designer	\$148.00
CAD Technologist 1 / 2	\$112.00 / \$128.00
Resident Engineer 1 / 2 / 3	\$143.00 / \$159.00 / \$171.00
Resident Engineering Representative 1 / 2 / 3	\$142.00 / \$148.00 / \$156.00
Field Superintendent	\$189.00
Assistant Field Superintendent	\$178.00
Field Crew Chief	\$142.00
Field Crew Member 1 / 2	\$91.00 / \$108.00
Operations Manager	\$159.00
Operations Coordinator	\$114.00
Operator 1 / 2 / 3	\$98.00 / \$104.00 / \$111.00
IT Technologist / IT Coordinator	\$121.00 / \$162.00
Administrative 1 / 2	\$91.00 / \$103.00
Project Administration	\$119.00
Intern / Engineering Intern	\$60.00
1 Man Field Crew - Prevailing Wage*	\$189.00
2 Man Field Crew - Prevailing Wage*	\$316.00

- Rates are subject to revision on or after 1/1/2026.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%
- $\bullet$  \*Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.



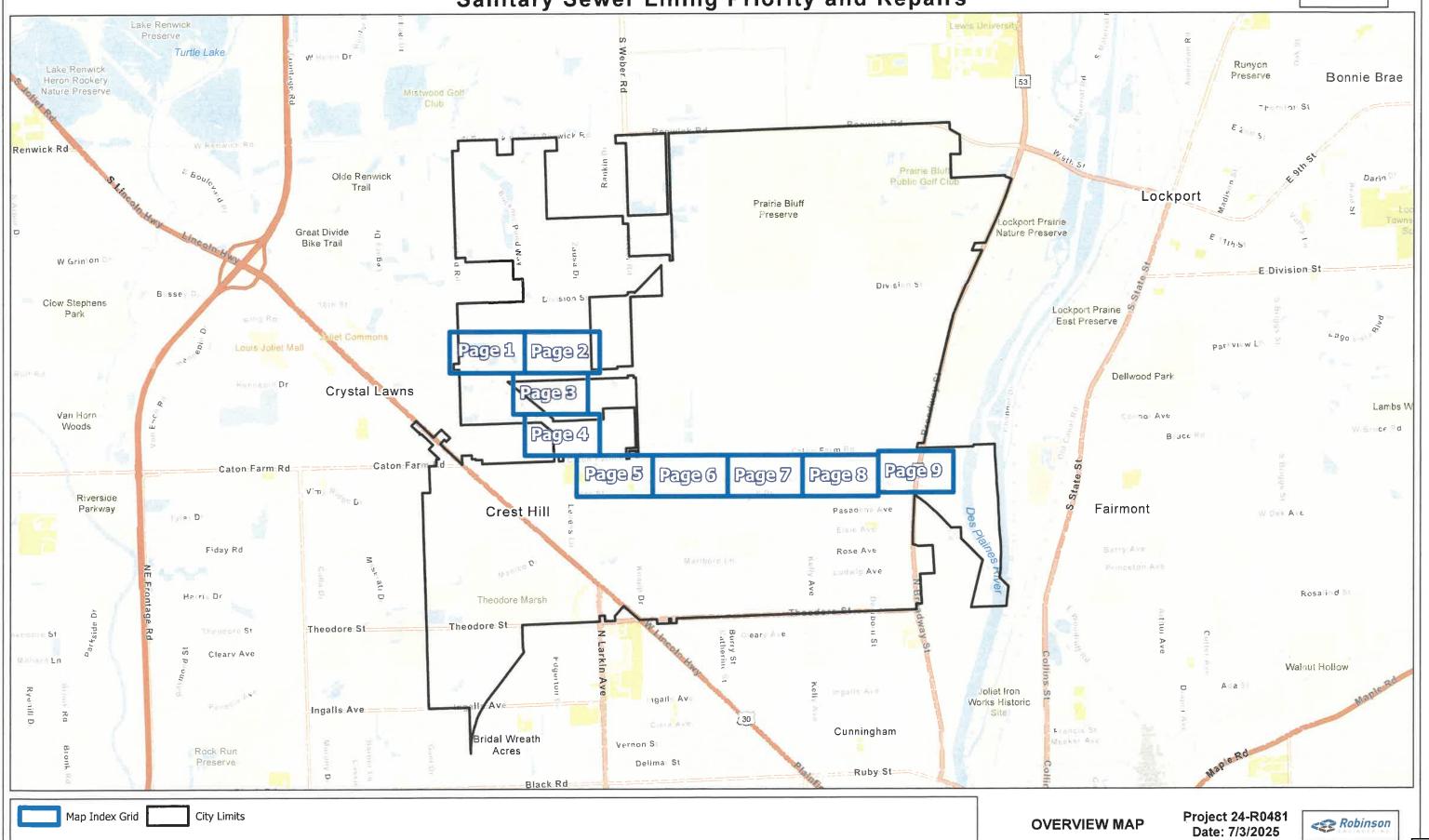
# City of Crest Hill Crest Hill Sanitary Sewer Lining Priority and Grouting Repairs Lake Renwick Preserve Turtle Lake Lake Renwick Heron Rookery Bonnie Brae Nature Preserve Mistwood Golf Renwick Rd Prairie Blu Olde Renwick Public Golf ( Lockport Prairie Bluff Preserve Nature Preserve \_W\_Grinton=Dr= E Division St Bussey-D Clow Stephens Dellwood Park Crystal Lawns Connor Ave Page 1 Page 2 Page 3 Page 4 Page 5 Caton Farm Rd Caton Farm Riverside Parkway Crest Hill Fairmont Pasadena Ave Tyler Dr Elsie Ave Barry-Ave Princeton Ave Theodore Marsh Theodore St Cleary\_Ave Mallard L Walnut Hollow Ada-St Works Historic Ingalis Ave Francis St Cunningham Bridal Wreath Meeker Ave Rock Run Acres Preserve Dellmar St Map Index Grid City Limits **Project 24-R0481** Robinso **OVERVIEW MAP** Date: 7/3/2025

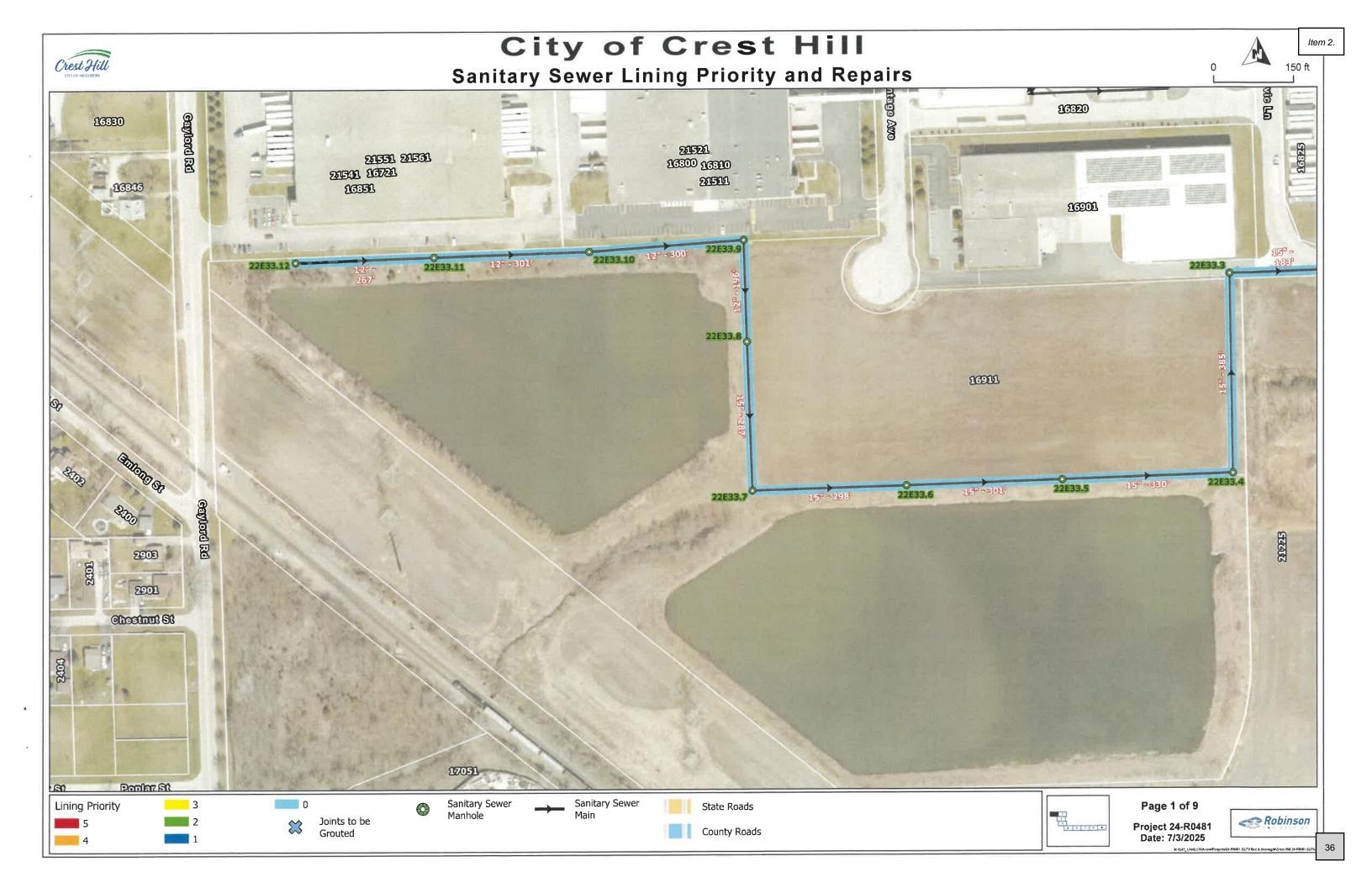
Crest Hill

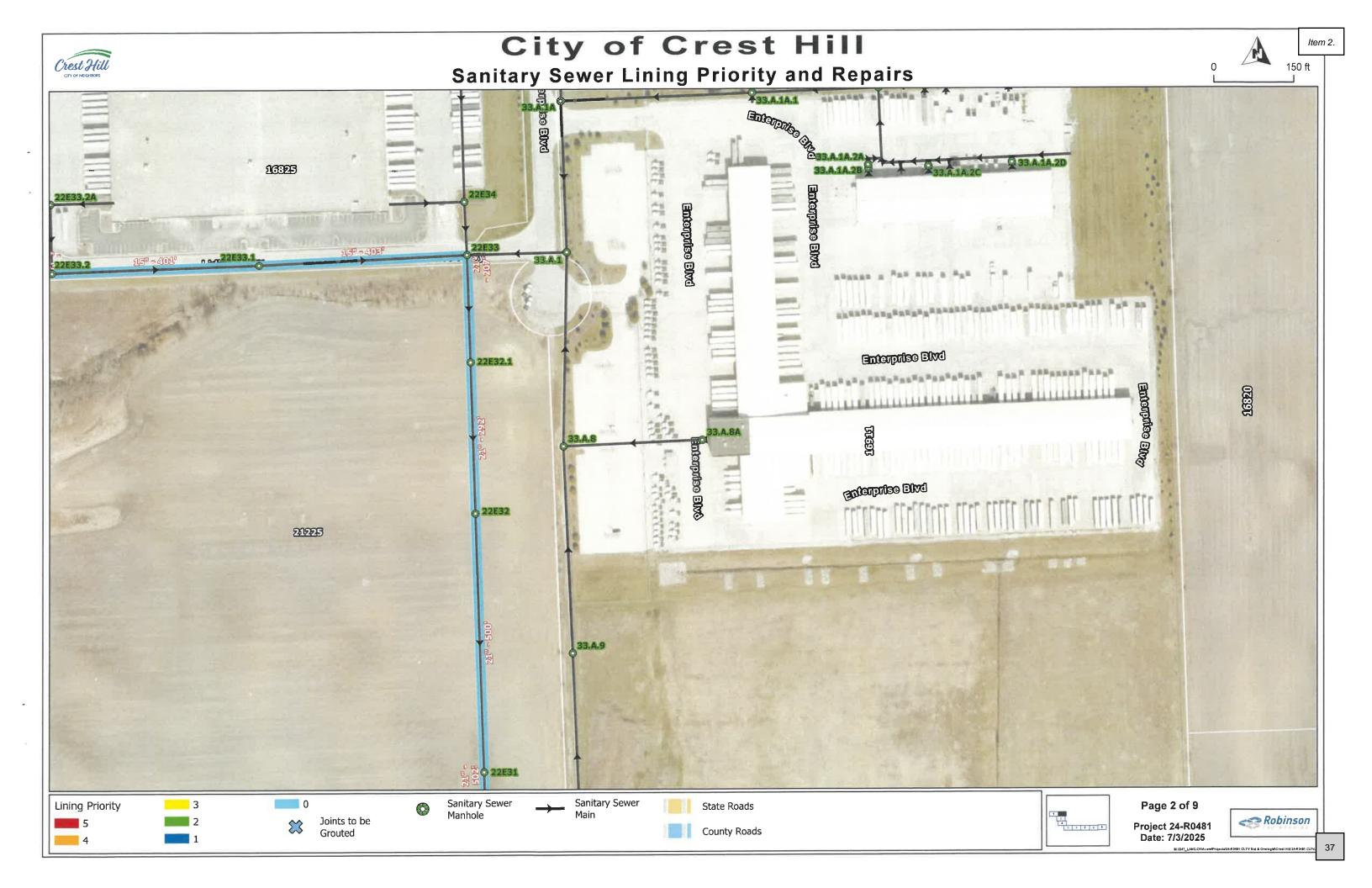
# City of Crest Hill

2,000 ft

Sanitary Sewer Lining Priority and Repairs



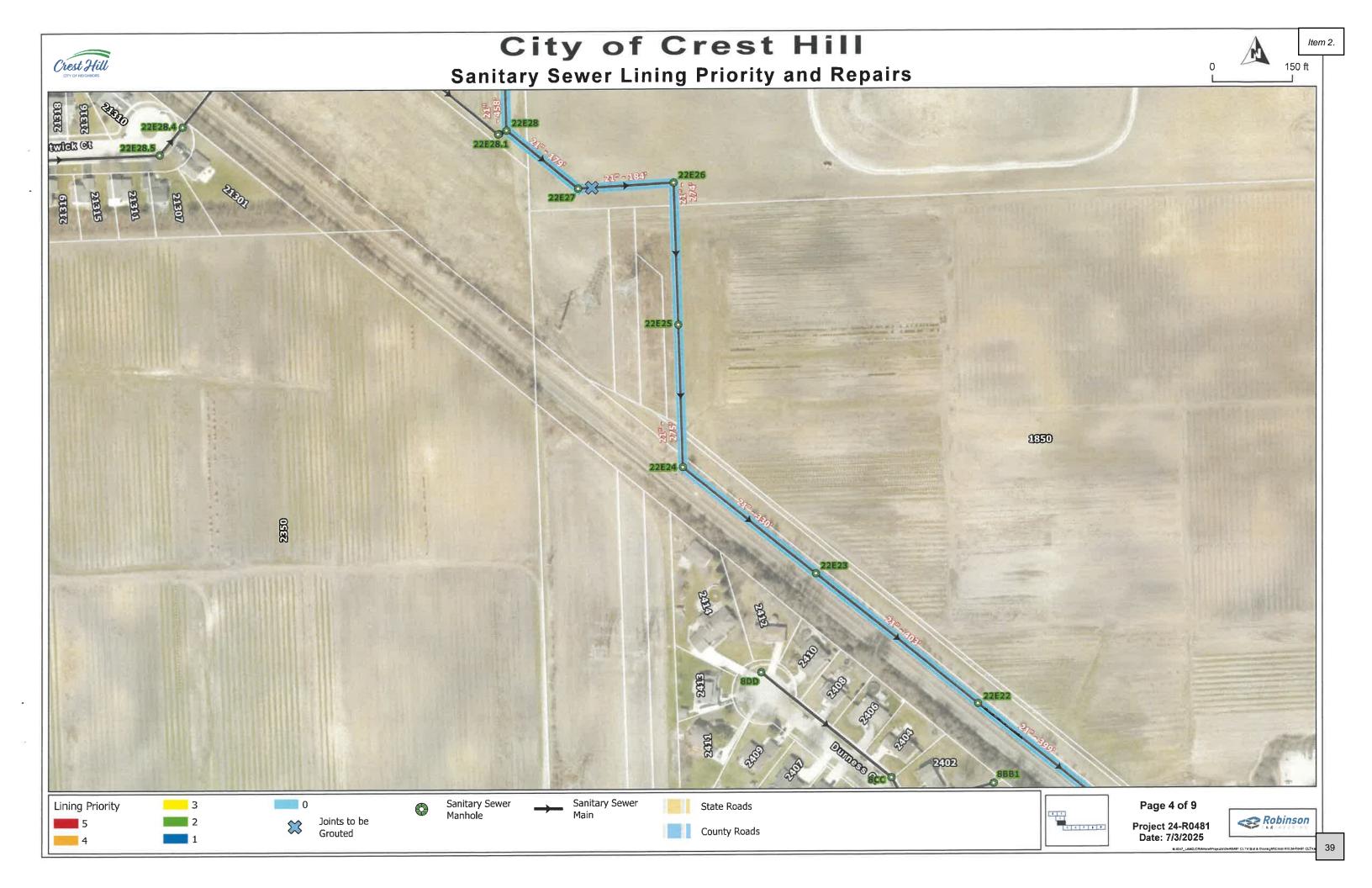




Crest Hill CITY OF HEIGHBORS

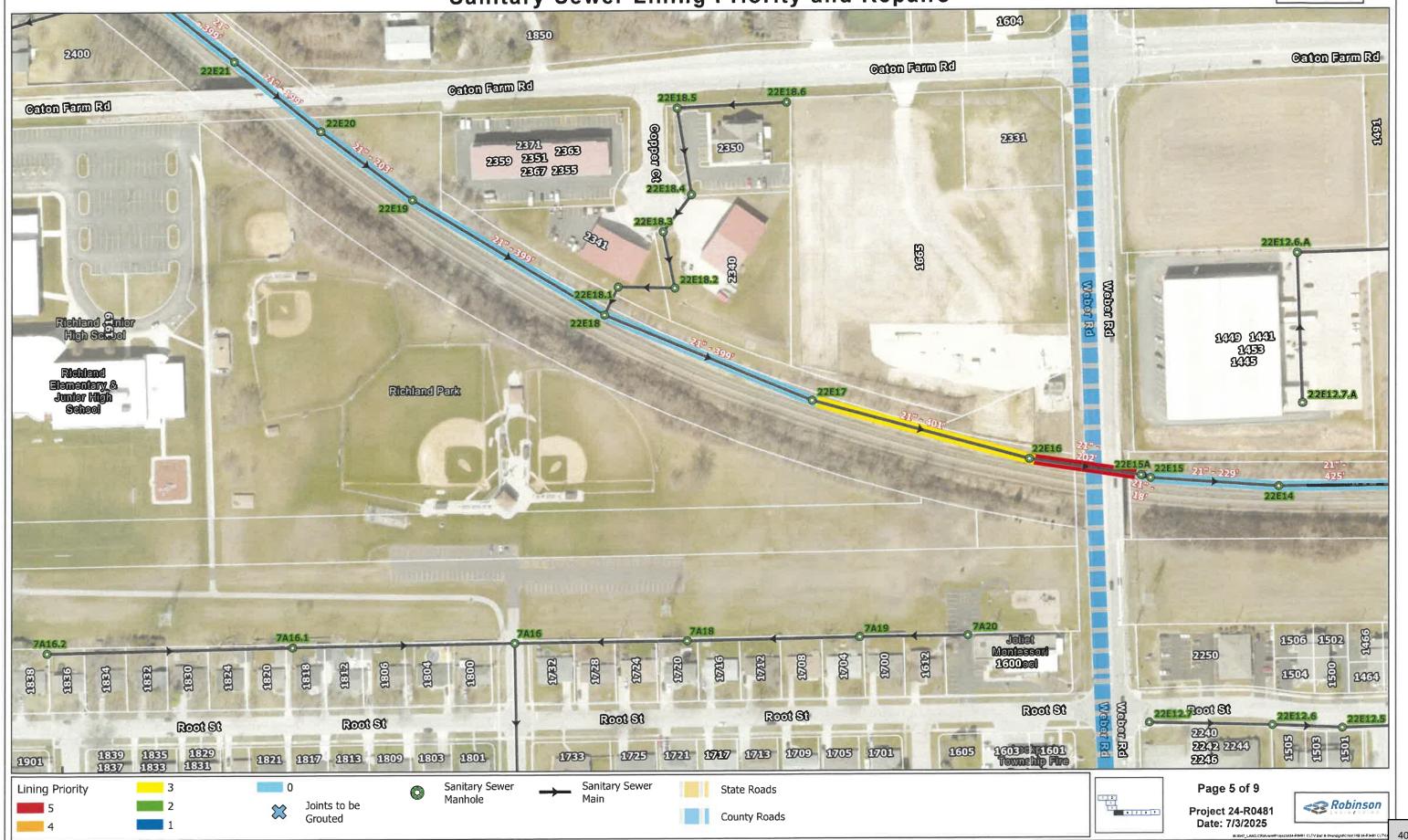
# City of Crest Hill





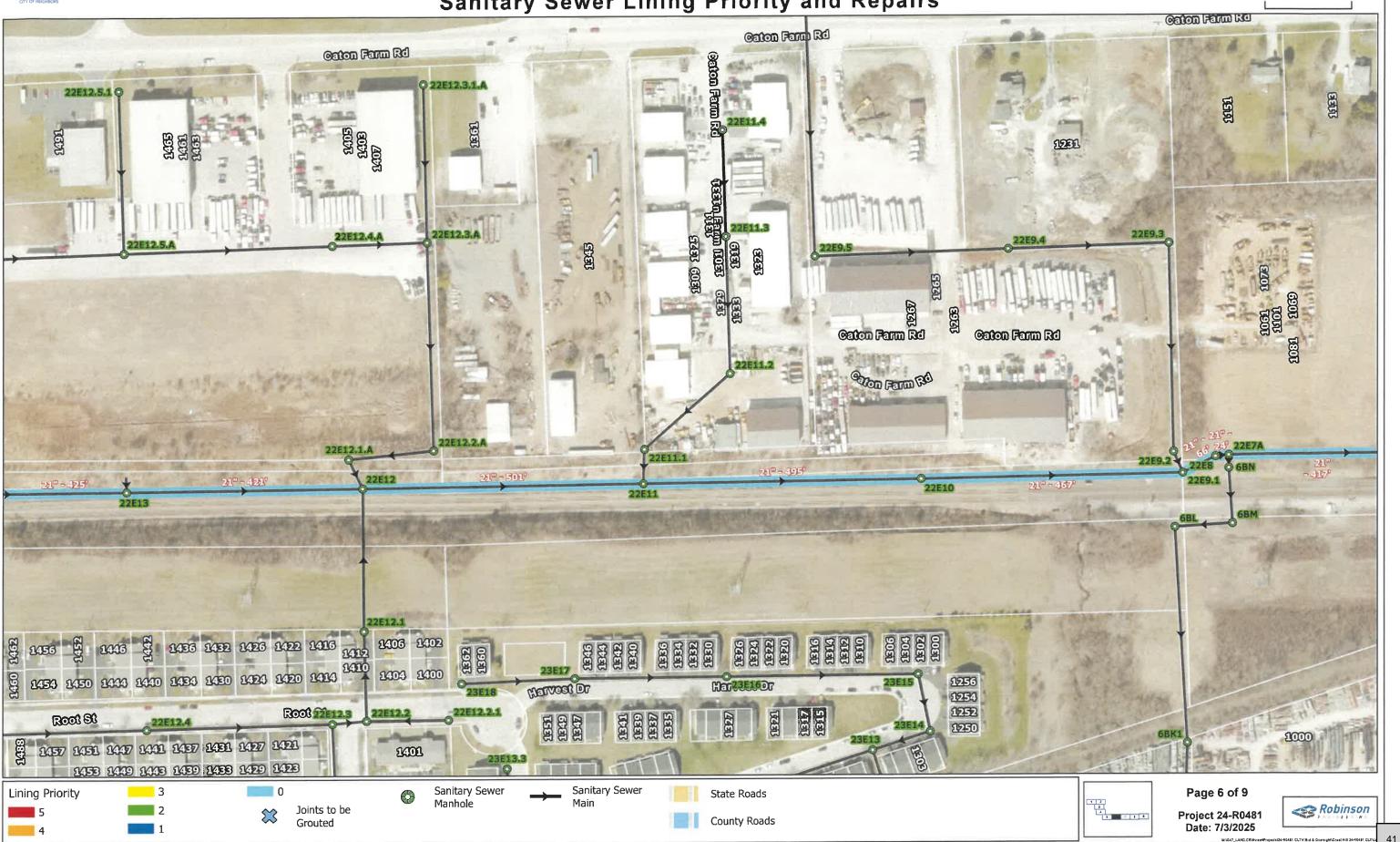
Crest Hill

## City of Crest Hill



Crest Hill

## City of Crest Hill



City of Crest Hill Crest Hill Sanitary Sewer Lining Priority and Repairs @aton Fara 22E6.4 TED 831 oakland Ave 22E6.2 003 630 44444444444444444 444 Sak Dr 901 911 921 931 931 Lining Priority 3 Sanitary Sewer Sanitary Sewer State Roads Page 7 of 9 Manhole 1 2 2 Joints to be < Robinson Project 24-R0481 Grouted County Roads Date: 7/3/2025

City of Crest Hill Crest Hill Sanitary Sewer Lining Priority and Repairs (PB) Saint Many Nativity Cemetery 2201 Lining Priority Sanitary Sewer Manhole Sanitary Sewer State Roads Page 8 of 9 2 Joints to be Robinson Project 24-R0481 Date: 7/3/2025 Grouted County Roads

Crest Hill
CITY OF NEIGHBORS

## City of Crest Hill

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July 8, 2025 REL Project 24-R0481

To: City of Crest Hill

1610 Plainfield Rd Crest Hill, IL 60403

Attn: Ronald J. Wiedeman, P.E., City Engineer

RE: Sanitary Sewer Cleaning & Televising 2025 Review Summary

#### Dear Mr. Wiedeman:

Robinson Engineering, Ltd. (REL) has completed the review of the videos from the *Sanitary Sewer Cleaning and Televising 2025 Project* in the City of Crest Hill. This summary provides an overview of the deficiencies found in the collection system during closed-circuited television (CCTV) review, the recommended repairs and estimated repair costs.

### Cleaning and Televising:

The cleaning and televising of the mainline sewers in the project area was conducted by Hoerr Construction, Inc. and completed in June 2025. The sanitary sewer was inspected with CCTV at the same time cleaning operations were conducted, and the footage was reviewed by REL. Pipe footage measurements were taken between each manhole-to-manhole section, and all service connections were documented. Defects and observations were identified by footage and clock positions, where 12 o'clock is the top of the pipe and 6 o'clock is the bottom. All pipe segments were ranked and reviewed by a National Association of Sewer Service Companies (NASSCO) certified inspector and reviewer. After review, each segment was assigned a lining priority ranking. This ranking is determined by the number of high priority defects, the rate of failure, and the consequence of failure. The condition and their lining priority ranking of the sewers reviewed are as follows:

		(	Overall Percent
Sanitary Sewer	Footage		of HPA
S Lining Priority 5	668.0	LF	3.1%
Lining Priority 4	2,582.1	LF	12.0%
Lining Priority 3	396.0	LF	1.8%
Lining Priority 2	1,311.0	LF	6.1%
Lining Priority 1	906.0	LF	4.2%
Lining Priority 0	15,617.6	LF	72.7%
Tota	al: 21,480.7	LF	100%

It is highly recommended that all lining priority level 4's and 5's defects should be repaired. In this televising project, both level 4's and 5's total 15.1% of the sewered area. Cured-In-Place Pipelining will (CIPP) address most of the defects identified during televising operations, including small holes, fractures, and roots.

### Mainline Defects Identified:

Prior to installing the liner, there are a few defects that need to be addressed. The defects that need to be addressed are mainline grouting and grout pipe seals. There are two (2) locations where infiltration gushers are recommended for grouting, and one (1) location where the pipe seals are leaking in a manhole. These mainline grouting locations will need to be addressed before the lining process to ensure a successful lining operation. These mainline defects identified and their recommended repairs are as follows:

Defect Identified	Number of Defects	Recommended Repair
Infiltration Gusher Joint	2	Joints To Be Grouted
Grout Pipe Seal	1	Grout Pipe Seal at Manhole

<u>Infiltration Gusher</u>: Two (2) joints have infiltration gusher defects on two (2) different pipe segments. To repair the infiltration at the joints, it is recommended to grout at these locations. The locations of the infiltration gusher main line defects are listed in the table below by the pipe segment bound between upstream and downstream manhole.

Upstream Manhole	Downstream Manhole	Street Name	Pipe Diameter (IN)	Total Pipe Length (LF)	Defect Location/s (LF)
22E27	22E26	Enterprise Blvd	21	186	158.0
21E	20E	Oakland Ave & Broadway St	27	340	216.6

<u>Grout Pipe Seal</u>: There is one (1) location where pipe seal defect is located. To repair the infiltration at the pipe seal, it is recommended to grout around the entirety of the pipe seal at the manhole where the locations it occurs at.

	Upstream Manhole	Downstream Manhole	Street Name	Manhole w/ Pipe Seal Defect	Total Pipe Length (LF)
-	22E22	22E21	Enterprise Blvd	22E22	398

### Conclusions and Recommendations:

Conclusions: Overall, the sanitary sewers reviewed are in fair condition, with ~15% having a lining priority of 4 or 5 rating. Map exhibits showing recommended lining priority and mainline grouting locations can be found in Appendix A – Sanitary Sewer Lining Priority and Repairs. Pipe reports and videos of pipe segments televised were saved to a solid-state drive and mailed to the City.

All pipes that received a lining priority of a 4 or 5 are highly recommended for CIPP lining. Repairs to these pipe segments may improve the structural integrity of the sewer system.

### Recommendations:

- 1. Prepare A Comprehensive Cured-In-Place Pipe Lining (CIPP) and Grouting Program:
  - a. Due to the number of sewer defects identified, pipe segments in need of lining and grouting are recommended to be addressed as part of a comprehensive sewer repair bid package. This repair work may provide restoration of structural integrity and the lessening of extraneous flows at locations targeted for repair.

#### 2. Cost Estimate:

a. REL has provided three (3) cost estimates for consideration to repair the defects identified. The first cost estimate will address all the lining priority 4's and 5's segments identified, and grouting. The second cost estimate will address only the grouting, and CIPP lining for all the pipe segments identified as a lining priority 4. The third cost estimate will address the segments identified as a lining priority 5 as well as the grouting.

<u>Engineer's Opinion of Probable Cost Estimate 1</u>: Includes Grouting and CIPP Lining for Pipe Segments Identified as Lining Priority 4 and 5 Only in 2025 dollars.

DESCRIPTION	UNIT	QTY	UNIT COST		VALUE
CURED-IN-PLACE PIPE LINER, 21"	FOOT	370.00	\$	145.00	\$ 53,650.00
CURED-IN-PLACE PIPE LINER, 27"	FOOT	2,410.00	\$	231.00	\$ 556,710.00
CURED-IN-PLACE PIPE LINER, 30"	F00T	510.00	\$	273.00	\$ 139,230.00
CUT PROTRUDING TAPS	EACH	3.00	\$	340.00	\$ 1,020.00
SERVICE LATERALS TO BE REINSTATED	EACH	3.00	\$	244.00	\$ 732.00
DYE TESTING OF PROPERTIES	EACH	1.00	\$	1,000.00	\$ 1,000.00
JOINTS TO BE GROUTED	EACH	3.00	\$	1,500.00	\$ 4,500.00
GROUT PIPE SEALS	EACH	3.00	\$	1,000.00	\$ 3,000.00
				Subtotal	\$ 759,842.00
		Contingency 10%		\$ 75,984.00	
		Construction Estimate		\$ 835,826.00	
		Design Engineering		\$ 14,500.00	
		Construction Engineering		\$ 20,000.00	
		Total		\$ 870,326.00	

Engineer's Opinion of Probable Cost Estimate 2: Grouting and CIPP Lining for Pipe Segments Identified as Lining Priority 4 Only in 2025 dollars.

DESCRIPTION	UNIT	QTY	U	NIT COST	VALUE
CURED-IN-PLACE PIPE LINER, 21"	FOOT	160.00	\$	145.00	\$ 23,200.00
CURED-IN-PLACE PIPE LINER, 27"	F00T	1,950.00	\$	231.00	\$ 450,450.00
CURED-IN-PLACE PIPE LINER, 30"	FOOT	510.00	\$	273.00	\$ 139,230.00
CUT PROTRUDING TAPS	EACH	3.00	\$	340.00	\$ 1,020.00
SERVICE LATERALS TO BE REINSTATED	EACH	3.00	\$	244.00	\$ 732.00
DYE TESTING OF PROPERTIES	EACH	1.00	\$	1,000.00	\$ 1,000.00
JOINTS TO BE GROUTED	EACH	3.00	\$	1,500.00	\$ 4,500.00
GROUT PIPE SEALS	EACH	3.00	\$	1,000.00	\$ 3,000.00
				Subtotal	\$ 623,132.00
		Contingency 10%		\$ 62,313.00	
		Construction Estimate		\$ 685,445.00	
		De	sign I	Engineering	\$ 13,500.00
		Construction Engineering		\$ 18,500.00	
		Total			\$ 717,445.00

<u>Engineer's Opinion of Probable Cost Estimate 3:</u> Grouting and CIPP Lining for Pipe Segments Identified as Lining Priority 5 Only in 2025 dollars.

DESCRIPTION	UNIT	QTY	U	NIT COST	VALUE
CURED-IN-PLACE PIPE LINER, 21"	F00T	210.00	\$	145.00	\$ 30,450.00
CURED-IN-PLACE PIPE LINER, 27"	F00T	470.00	\$	231.00	\$ 108,570.00
CUT PROTRUDING TAPS	EACH	3.00	\$	340.00	\$ 1,020.00
SERVICE LATERALS TO BE REINSTATED	EACH	3.00	\$	244.00	\$ 732.00
DYE TESTING OF PROPERTIES	EACH	1.00	\$	1,000.00	\$ 1,000.00
JOINTS TO BE GROUTED	EACH	3.00	\$	1,500.00	\$ 4,500.00
GROUT PIPE SEALS	EACH	3.00	\$	1,000.00	\$ 3,000.00
				Subtotal	\$ 149,272.00
			Cont	ingency 10%	\$ 14,927.00
		Construction Estimate		\$ 164,199.00	
		Design Engineering		\$ 13,500.00	
		Construction Engineering		\$ 18,000.00	
				Total	\$ 195,699.00

We appreciate the opportunity to work with you on this important project and look forward to continuing to serve the City of Crest Hill's Engineering needs.

Very truly yours, James Lustig

Resident Engineering Representative

James Lussig

(219)-488-4876

james.lustig@reltd.com

Enclosures: Appendix A – Sanitary Sewer Lining Priority and Repairs

cc - Julius Hansen - Crest Hill

cc- Dana West- REL

cc - Joe Sullivan - REL

# CITY OF CREST HILL 2024 Sanitary Sewer Televising

### STATUS MEETING AGENDA

Minutes will be provided following the kickoff meeting and will reflect our understanding of the discussions and decisions made during the meeting. Upon receipt of the minutes if you have any questions, additions, or comments, please contact us. We will consider the record to be accurate unless written notice is received within 10 working days of the date issued.

	Locati	on:	City of Crest Hill (City Hall)	
			20600 City Center Boulevard	
			Crest Hill, Illinois 60403	
	Meetin	g Date:	July 09, 2025	
		- ime		
1)	Phone	Numbers:		
	a) Ci	ty of Crest Hill		
	i)	Ron Wiedeman		815-741-5122
	ii)			••
	b) Ro	obinson Engineering, Ltd (REL)		
	i)	Office		815-806-0300
	ii)	Joe Sullivan		630-346-2877
	iii)	Mallory Weisbrodt		708-210-5689
2)	Contra	cts Overview:		
	Projec	t Scope	21,480 LF Televising	
	-			eview

- 3) Cleaning and Closed-Circuit Televising (CCTV) (Basins 1, 4) Results:
  - a) Televising and CCTV data review for 21,480 LF of pipe.
  - b) Lining Priority National Association of Sewer Service Companies (NASSCO) rankings
    - i) 5 3.1%, 668 LF pipe
    - ii) 4 12%, 2,582 LF pipe
    - iii) 0-3 84,8%, 18,230 LF pipe
  - c) Additional work beyond cured-in-place pipelining (CIPP)

- i) 2 mainline joints to be grouted and grout the pipe seals at 1 manhole (22E22)
- d) Recommended Repair Costs \$870K vs. \$717K vs. \$196K

Engineer's Opinion of Probable Cost Estimate 1: Includes Grouting and CIPP Lining for Pipe Segments Identified as Lining Priority 4 and 5 Only in 2025 dollars.

DESCRIPTION	UNIT	QTY	UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST			VALUE
CURED-IN-PLACE PIPE LINER, 211	FOOT	370.00	\$	145.00	\$	53,650.00																				
CURED-IN-PLACE PIPE LINER, 27*	FOOT	2,410.00	\$	231.00	\$	556,710.00																				
CURED-IN-PLACE PIPE LINER, 30*	FOOT	510.00	S	273.00	S	139,230.00																				
CUT PROTRUDING TAPS	EACH	3.00	\$	340.00	S	1,020.00																				
SERVICE LATERALS TO BE REINSTATED	EACH	3.00	\$	244.00	\$	732.00																				
DYE TESTING OF PROPERTIES	EACH	1.00	\$	1,000.00	S	1,000.00																				
JOINTS TO BE GROUTED	EACH	3.00	\$	1,500.00	S	4,500.00																				
GROUT PIPE SEALS	EACH	3.00	S	1,000.00	\$	3,000.00																				
				Subtotal	S	759,842.00																				
		C	ontin	igency 10%	S	75,984.00																				
		Const	ructio	n Estimate	\$	835,826.00																				
		Des	sign E	ngineering	S	14,500.00																				
		Construc	tion E	Engineering	′ \$	20,000.00																				
				Total	\$	870,326.00																				

Engineer's Opinion of Probable Cost Estimate 2: Grouting and CIPP Lining for Pipe Segments Identified as Lining Priority 4 Only in 2025 dollars.

DESCRIPTION	UNIT	QTY	U	NIT COST		VALUE
CURED-IN-PLACE PIPE LINER, 21*	FOOT	160 00	\$	145.00	\$	23,200 00
CURED-IN-PLACE PIPE LINER, 271	FOOT	1,950.00	S	231.00	\$	450,450.00
CURED-IN-PLACE PIPE LINER, 30*	FOOT	510 00	\$	273.00	\$	139,230.00
CUT PROTRUDING TAPS	EACH	3.00	S	340.00	\$	1,020.00
SERVICE LATERALS TO BE REINSTATED	EACH	3.00	\$	244.00	\$	732.00
DYE TESTING OF PROPERTIES	EACH	1.00	S	1,000.00	\$	1,000.00
JOINTS TO BE GROUTED	EACH	3.00	S	1,500.00	S	4,500.00
GROUT PIPE SEALS	EACH	3.00	S	1,000.00	\$	3,000.00
				Subtotal	S	623,132.00
			Contir	igency 10%	\$	62,313.00
		Cons	tructic	n Estimate	S	685,445.00
		De	esign E	ngineering	S	13,500.00
		Constru	ction E	Engineering	S	18,500.00
		Total			\$	717,445.00

e)

Engineer's Opinion of Probable Cost Estimate 3: Grouting and CIPP Lining for Pipe Segments Identified as Lining Priority 5 Only in 2025 dollars.

DESCRIPTION	UNIT	QTY	U	NIT COST		VALUE
CURED-IN-PLACE PIPE LINER, 21"	FOOT	210.00	\$	145.00	\$	30,450.00
CURED-IN-PLACE PIPE LINER, 27"	FOOT	470.00	S	231.00	\$	108,570.00
CUT PROTRUDING TAPS	EACH	3.00	\$	340.00	\$	1,020.00
SERVICE LATERALS TO BE REINSTATED	EACH	3.00	\$	244.00	\$	732.00
DYE TESTING OF PROPERTIES	EACH	1.00	S	1,000.00	\$	1,000.00
JOINTS TO BE GROUTED	EACH	3.00	S	1,500.00	\$	4,500.00
GROUT PIPE SEALS	EACH	3.00	S	1,000.00	S	3,000.00
				Subtotal	\$	149,272.00
			Cont	ingency 10%	\$	14,927.00
		Construction Estimate		\$	164,199.00	
			Design	Engineering	\$	13,500.00
		Constr	ruction	Engineering	\$	18,000.00
				Total	\$	195,699.00

### 4) Next Step Recommendations:

- a) Cured-In-Place Pipelining Design, Construction and Oversight for the previously televised area
- b) Consider CCTV inspection in the next area
- c) Flow monitoring proposal for Diversion Structure

Memo



**Public Works Department** 

City of Crest Hill

Date:

8/13/2025

Submitter:

Julius Hansen, Interim Director of Public Works

Department:

Public Works

Agenda Item:

Approval of Pay Request Change Order No. 9 from Vissering Construction Inc. with direction to send it to the IEPA for approval for a total amount of \$127,228

### Summary:

Strand Engineering and PW Staff have reviewed the attached change order #9 pay requests from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve this change order along with the invoice in the list of bills. Vissering's pay request change order #9 is \$127,228 for work performed between November 8,2024 to June16,2025.

### **Recommended Council Action:**

Approval of Change Order #9 from Vissering Construction Inc. with direction to send it to the IEPA for approval for a total amount of \$127,228.

### **Financial Impact:**

See attached memo and application for payment from Strand Engineering

### Attachments:

Memo and application for payment from Strand Engineering for Change Order #9



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### **PROPOSAL WORKSHEET SUMMARY**

Project: CITY OF CREST HILL	WEST SEWAGE TREATMENT	PLANT IMPROVEMENTS
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Change Order Request #:

032

To: Strand Associates, Inc. Dominic Gattone

Date:

11/18/2024 A/E Project #: 1DFPR No. 184-001273

VCC Project #:

11108.00

4,312.00 4,312.00 646.80 4,958.80 49.59 5,008.00

WORK DESCRIPTION

Per RFI112 Response - Door 7017A Hardware Change

Line No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Su	b-Total
1	vcc	\$ 960.00	\$ 3,336.00	\$ 16.00		\$	4,312.00
2						\$	-
3						\$	-
4						\$	-
5						\$	-
6						\$	-
7						\$	-
8						\$	-
9						\$	-
10						\$	-
11						\$	-
12						\$	-
13						\$	-
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						\$	-
Sub-Total		\$ 960.00	\$ 3,336.00	\$ 16.00	\$ -	\$	4,312.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net: \$
		Sub-Contactor's Net: \$
Name/Title:	Michael Eulitz, Interim Director of Public Works	Net Subtotal: \$
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits): \$
Signature:		Sub-Total: \$
		Bonds & Insurance - 1%: \$
Date:		Worksheet Total: \$
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.	
	•	
Name/Title:	Dominic Gattone, PE	
Cia a a bassas		
Signature:	A company of the comp	
Date:		
Dott.		
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO	
	,,,	
Name/Title:	Tony Marzetta, Project Manager	
	- 1.1	
Signature:	To Watt-	
	1000	
Date:	November 18, 2024	

LAFORCE



### **Email Quote**

lltem

	ovember 15, 2024	Total Pages:	
	ony Marzetta		Cole Cartrette
ompany: v	issering Construction	Phone:	
		E-mail:	(800) 672-6795 ext. 291301 Cole.Cartrette@laforceinc.com
Re Wes	st Sewage	15"Man.	Cole. Carriette (agrarore emo. com
	st Hill, IL		
	× • • • • • • • • • • • • • • • • • • •		LaForce Job#: 47390
Tony,			
Your price following	<u> </u>	7A is <u>\$3,270.00 (Tax</u>	<u>x Exempt).</u> Included in you cost is the
	Description of Change		
7017A			
	Rework Door and Frame to Accept new Lock	w hardware	
	Look		
	ovide your written authorizationial can be ordered without you		are to proceed with these changes.
Please ca	ll with any questions.		
Cole Car	trette		
Cc. Ange	lica Kielbasa - LaForce		
		Autho	orized by:
		Comm	any nama
		Comp	any name:
			Date:
		<b>†</b>	

This quote is subject to prompt acceptance within 30 calendar days from the date of this quote first noted above. If not accepted by that date it may be withdrawn or modified by LaForce.



where success is measured one project at a time			REQUEST FOR	REQUEST FOR INTERPRETATION				
Project:	for the City of Cre 1631 Gaylord Ros Strand Associate	d, Crest Hill, IL 60403 s – Attn: Dominic Gatto	From: Vissering Constru-	_				
Re:	Door 7017A Hardy	oad, Joliet, IL 60431 /are	Engineer Project Number:  Vissering Job Number: 11:					
Specific	ation Section:	Paragraph:	Drawing Reference:	Detail:				
if this is	s the correct inte	nt or if this should've I with the proper pre	ned at any time from the exterior of the been a lever-set with a cylinder of for a lever-set.  If it is a state of the content	If so, this would require the				
Signed b	y: Tony Marzetta -	Project Manager		Date: 10/24/2024				
3	Please convert e modification		to a lever-set with a cylinder. lude a latch. Provide CPR.					
Respons	e From:	То:	Date Rec'd:	Date Ret'd:				
Signed b	y: Dominic G	attone		Date: 11/11/2024				
Canica		Consultants 🔲						



Date:

November 8, 2024

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### **PROPOSAL WORKSHEET SUMMARY**

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

030

To: Strand Associates, Inc. **Dominic Gattone** 

Date:

11/8/2024

VCC Project #:

A/E Project #: IDFPR No. 184-001273 11108.00

WORK DESCRIPTION

Provide Expansion Joints on the suction and discharge side of each pump in the basement of Structure B20

Lîne No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total
1	GA Rich - See Attached	<del>- ∦</del> -	1		\$ 1,359.00	\$ 1,359.00
2	LAI - See Attached		\$ 16,496.00			\$ 16,496.00
3						\$ -
4			j	i		\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
						\$ -
						\$ -
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		1				\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
Sub-Total		\$ -	\$ 16,496.00	\$ -	\$ 1,359.00	\$ 17,855.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$ 16,496.0
		Sub-Contactor's Net: 3	\$ 1,359.0
Name/Title:	Michael Eulitz, Interim Director of Public Works	Net Subtotal:	\$ 17,855.0
	·	Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$ 2,542.3
Signature:		Sub-Total: S	\$ 20,397.3
		Bonds & Insurance - 1%:	\$ 203.9
Date:		Worksheet Total:	\$ 20,601.0
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:			
ACCEPTANCE (	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO		
Name/Title:	Tony Marzetta, Project Manager		
Signature:	To Watt-		

Item Item 3.

# CREST HILL WEST SEWAGE TREATMENT PLANT IMPROVEMENTS CITY OF CREST HILL

	FROM: G A Rich & Sons, Inc P O Box 50		PROJECT:  JOB NUMBER:	Crest Hill West Plant upgrade 22-5-16	es
	Deer Creek, IL 61733	3		nstall Expansion Joints	S
			CONTRACT WORK	: Process Piping / Pl	umbing
	DESCRIPTION OF C	HANGE:			
	Provide hardware and	d install 8 expansion joints p	rovidded by Vissering in Stu	cture 20	
I.	SUMMARY OF DETA	AILED BREAKDOWN:			N.A.T.A.I
A.	MATERIAL		Additions \$240.00	Deletions	Net Total \$240.00
В.	LABOR		\$852.00		\$852.00
C.	EQUIPMENT	·	\$90.00		\$90.00
D. E. F. G.	OTHER COSTS  1 TAX EXE 2 EXPENDA SUB TOTAL OVERHEAD AND PR TOTAL	ABLE TOOLS	(2.5% of LABC	AT) - Deletion -0- DR) - Deletion -0- (A+B+C+D1+D2) 6%) - Deletion -0- (E + F)	\$0.00 \$0.00 \$1,182.00 \$177.30 \$1,359.30
			~		
III 1 2 3 4	SUBCONTRACTOR:	ARK-UP ON WORK OF SUI Summaries from each Sub-Contra		: Description	PROPOSAL
1 2 3	SUBCONTRACTOR:	Summaries from each Sub-Contra	CONTRACT WORK	: Description  %) - Deletion -0-	PROPOSAL
1 2 3 4	SUBCONTRACTOR:	Summaries from each Sub-Contra	CONTRACT WORK		
1 2 3 4 H I IV	PROPOSAL	Summaries from each Sub-Contra	CONTRACT WORK	%) - Deletion -0- (G+H+I)	\$0.00 \$1,359.30
1 2 3 4 H I	FINAL SUMMARY PROPOSAL BONDS	Summaries from each Sub-Contra	CONTRACT WORK	%) - Deletion -0- (G+H+I) AL) - Deletion -0-	\$0.00
1 2 3 4 H I IV	FINAL SUMMARY PROPOSAL BONDS BUILDER'S RISK INS	Summaries from each Sub-Contra  Firm Name  SURANCE (if applicable)  For subject RFP increase (de	(2.5% of PROPOSA	%) - Deletion -0- (G+H+I) AL) - Deletion -0-	\$0.00 \$1,359.30
11 2 3 4 H I IV J K L	FINAL SUMMARY PROPOSAL BONDS BUILDER'S RISK INS	Summaries from each Sub-Contra  Firm Name  SURANCE (if applicable)  For subject RFP increase (de	(2.5% of PROPOSA (0.3% of PROPOSA)	%) - Deletion -0- (G+H+I) AL) - Deletion -0-	\$0.00 \$1,359.30 \$0.00

### CREST HILL WEST, SEWAGE TREATMENT FACILITY UPGRADES CITY OF CREST HILL

Description of	Ot.,	Hait Date	Total Cationate	U-A D-A	Tatal Calian 1 - 4	Han Dave	F-1-1 F-13-1-1-	C
	Qty	Unit Price	Total Estimated	Unit Price	Total Estimated			
Material, Labor & Equipment Rental		Material	Material Cost	Labor	Labor Cost	Rental	Rental Cost	Cost
LABOR				<u> </u>				
LABOR		·					<u> </u>	<u> </u>
Pipefitter Foreman	4			\$108.00	\$432.00		<u> </u>	
Pipefitter	4		-	\$105.00	\$420.00			
Operator	<u> </u>			\$105.00	\$0.00			
Truck w/ tools	4			\$100.00	\$0.00	\$22.50	\$90.00	
1100(1)/100/3	7	<del> </del>			<del> </del>	ΨZZ.00	φ30.00	
		1						
		•						
	****							
MATER								
Zinc Bolts and Gaskets	8	\$30,00	\$240.00					
		<b>7 1 1</b>	7= 10100				:	
		1						
	1.0							
TOTALS			\$240.00		\$852.00		\$90.00	

Since 1958

5400 Newport Drive • Suite #10 • Rolling Meadows, Illinois 60008 • 847/392-0990 • FAX 847/392-1095

### Quotation

To:	Julie Eurich & Tony Marzetta	From:	Rich Hussey / Michael Atkins
			LAI, Ltd
Email:	jeurich@vissering.com tmarzetta@vissering.com	Pages:	1 of 1
Phone:	(815) 673-5511	Date:	10/10/2024
Re: Cres	t Hill WWTP - CPR030		

Item#	Description	QTY	Unit Price	List Extended Price
1	6" General Rubber Expansion Joints, Single Filled Arch, EPDM Sleeve, w/ 316SS rings & Rods	8	\$2,062	\$16,496
Total	in USD (Excluding Applicable Taxes)			\$16,496

**TOTAL:** 

\$16,496

Note: Credit Card Orders are subject to a 3% CC processing fee

Taxes not included. Shipping included Quote is valid for 60 days.



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
October 4, 2024

COST PROPOSAL NO.:

030

TO:

Vissering Construction

ISSUED BY:

Dominic Gattone, P.E.

### DISTRIBUTION

Tony Marzetta, Project Manager

Vissering Construction (Contractor)

Mike Eulitz

City of Crest Hill

Dominic Gattone, P.E.

Strand Associates, Inc.®

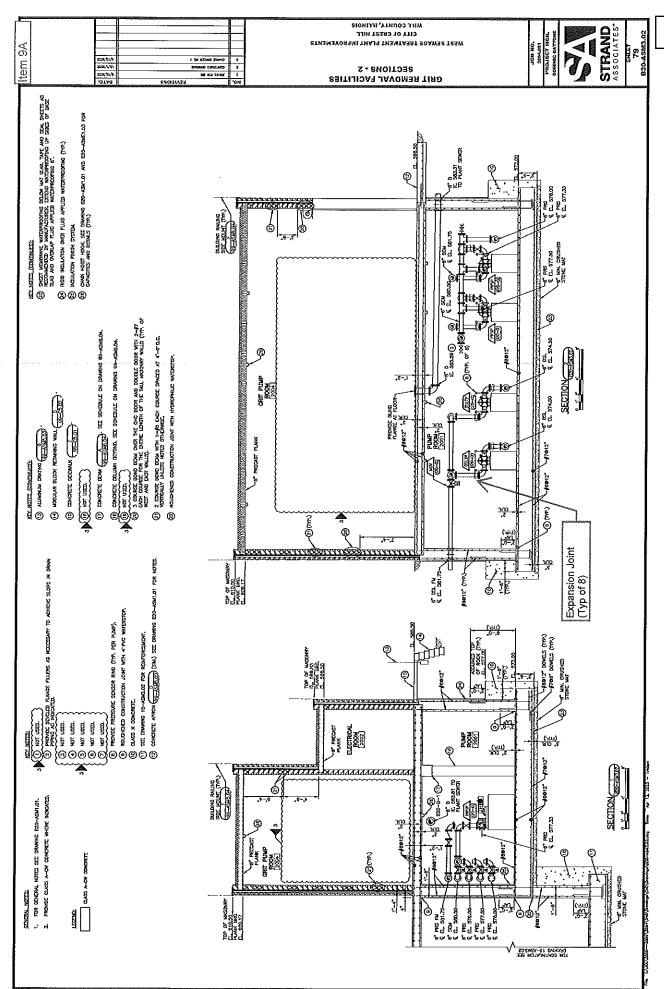
Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

The intent of this cost proposal request is to provide expansion joints on the suction and discharge side of each pump in the basement of Structure B20.

### **DESCRIPTIONS AFFECTING THE DRAWINGS**

030-01 See attached red line drawings.

Item 3.





where sources is recovered to a project et a fine

Date:

March 13, 2025

### PROPOSAL WORKSHEET SUMMARY

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #: 001 REVISED - 2

To: Strand Associates, Inc.
Dominic Gattone

Date: 3/13/2025 A/E Project #: IDFPR No. 184-001273

VCC Project #:

11108.00

### WORK DESCRIPTION

VFD SPEC CHANGES - REV2 - THIS PROPOSAL IS BASED ON CONVERSATION WITH JERRY JANZEN & MARY SEEHAFTER FROM STRAND. WE ARE INSTRUCTED TO USE FUSED ENCLOSURES IN LIEU OF FUSED DISCONNECTS TO MEET NEC HEIGHT

DECUMENTE

Line No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total
1	WUNDERLICH MALEC - SEE ATTACHED				\$ 15,836.00	\$ 15,836.00
2						\$ -
3						\$ -
4				1		\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
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Sub-Total		\$ -	\$ -	\$ -	\$ 15,836.00	15,836.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$	-
		Sub-Contactor's Net:	\$	15,836.00
Name/Title:	Julius Hansen, Interim Director of Public Works	Net Subtotal:	\$	15,836.00
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$	791.80
Signature:		Sub-Total:	\$	16,627.80
		Bonds & Insurance - 1%:	\$_	166.28
Date:		Worksheet Total:	\$	16,794.00
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.			
Name/Title:	Dominic Gattone, PE			
Signature:				
Date:				
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO			
Name/Title:	Tony Marzetta, Project Manager			
Signature:	To Watt-			



January 24, 2025

**Project Name: West Sewage Treatment Plant Improvements** 

Project Location: City of Crest Hill, Illinois
Consulting Engineer: Strand Associates, Inc

WME Change Order - CO9 Rev B

Vissering Construction

Tony Marzetta - tmarzetta@vissering.com

Project 11108.00

Reference: Fused Enclosures (Revised per our meeting on 1/23/25)

Wunderlich-Malec Environmental is pleased to offer the following add proposal. This proposal is based on a conversation between Jerry Janzen and Mary Seehafer at Strand. We were instructed to use Fused Enclosures in Lieu of Fused Disconnects to meet NEC height requirements.

Total Price Approved is \$15,836.28 Net Excluding Tax

### Location

Quote						
Line	Part ID	Qty		Unit Price		Ext Price
1	A10 MECHANICAL FINE SCREEN	1.0	\$	1,283.56	Ş	1,283.56
2	A10 SMALL INFLUENT PUMPS	1.0	\$	2,981.77	\$	2,981.77
3	A10 LARGE INFLUENT PUMPS	1.0				N/C
4	B20 PRIMARY SLUDGE PUMPS	1.0	\$	1,283.56	\$	1,283.56
5	B20 DIGESTER SLUDGE XFER PUMP	1.0	\$	2,298.35	\$	2,298.35
5	C45 PROCESS RETURN PUMPS	1.0	\$	1,137.89	\$	1,137.89
7	D50 ANAEROBIC ZONE MIXERS	1.0	\$	1,292.91	\$	1,292.91
8	D50 MIXED LIQUOR REC PUMPS	1.0	<b>\$</b>	1,283.56	\$	1,283.56
9	D50 NITRATE RECYCLE PUMPS	1.0	\$	1,292.91	\$	1,292.91
10	D50 AEROBIC DIGESTER BLOWERS	1.0				N/C
11	D50 RAS PUMPS	1.0	\$	2,981.77	\$	2,981.77
		11.0			\$	15,836.28

This proposal consists of one (1) page. If you have any questions regarding this proposal, please do not hesitate to contact me at 952-843-5846

Yours Truly,

Ken Kawiecki

SIGNED ELECTRONICALLY

Ken Kawiecki

ken.kawiecki@wmeng.com

Wunderlich-Malec Environmental

"Employee Owned, Customer Committed"



**PROPOSAL** share source is more and one project of a fine **WORKSHEET SUMMARY** 

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

035

To: Strand Associates, Inc. Dominic Gattone, PE

February 25, 2025

Date:

Date:

2/25/2025

VCC Project #:

A/E Project #: IDFPR No. 184-001273 11108.00

WORK DESCRIPTION

Per CPR035 - Scum Beach Tipping Mechanism

Line No	Cost Description	L	Labor Amt		aterial Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total	
1	LAI - Walker Process			\$	19,750.00			\$	19,750.00
2	VCC - Labor - Str 60 - 32 Hours	\$	3,520.00	\$	962.00	\$ 2,112.00		\$	6,594.00
3	VCC - Labor - Str40 - 64 Hours	\$	7,040.00					\$	7,040.00
4								\$	-
5								\$	-
6								\$	
7								\$	-
8		and the same of th						\$	_
9								5	_
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11	***************************************							\$	+
12								\$	
13		<u> </u>						\$	-
14								\$	-
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21								\$	-
22			- i					\$	_
23								\$	
24		-						\$	-
25		-						\$	
Sub-Total		\$	10,560.00	è	20,712.00	\$ 2,112.00	_	\$	33,384.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net: 5		
		Sub-Contactor's Net: \$	-	
Name/Title:	Julius Hansen, Interim Public Works Director	Net Subtotal: \$	33,384.00	
	·	Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits): \$	5,007.60	
Signature:		Sub-Total: \$	38,391.60	
		Bonds & Insurance - 1%: _\$	383.92	
Date:		Worksheet Total: \$	38,776.00	
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.			
Name/Title:	Dominic Gattone, PE			
Signature:				
Date:				
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO			
Name/Title:	Tony Marzetta, Project Manager			
Signature:	Ta Natt-			



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
January 24, 2025

COST PROPOSAL NO.:

034

TO:

Vissering Construction

ISSUED BY:

Dominic Gattone, P.E.

### DISTRIBUTION

Tony Marzetta, Project Manager

Vissering Construction (Contractor)

Julius Hansen

City of Crest Hill

Dominic Gattone, P.E.

Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

The intent of this cost proposal request is to retrofit a "flushing mechanism" for the scum beach on each circular clarifier (3 total).

### **DESCRIPTIONS AFFECTING THE SPECIFICATIONS**

O34-01 Section 46 43 22 - 2.07 - ADD "D - The scum trough shall include a gasketed mechanical flushing device actuated each time the skimmer passes. It shall be adjustable for when it opens and its duration."

O34-02 Section 46 43 23 - 2.16 - ADD "D - The scum trough shall include a gasketed mechanical flushing device actuated each time the skimmer passes. It shall be adjustable for when it opens and its duration."



Division of McNish, LLC
Dedicated to the
Water and
Wastewater Industry

### Walker Process Equipment

Division of McNish LLC

840 North Russell Avenue Aurora, Illinois 60506-2853

E-Mail: walker.process@walker-process.com

Website: www.walker-process.com

Phone:

630-892-7921

Fax:

630-892-7951

Date

### TO ANY CONCERNED:

SUBJECT:

Crest Hill, IL

PROPOSAL NO.:

25-0012S

### Gentlemen:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

Scum box flushing devices for existing Walker Clarifiers X230223 and X230224.

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary
Scope of Supply and Clarifications
General Items
Terms and Conditions of Sale
Mechanical Warranty

If we can furnish any clarifications or additional information regarding the scope and terms of this proposal, please contact our Sales Representative, or myself. We look forward to working with you on this project.

Sincerely,

WALKER PROCESS EQUIPMENT

Division of McNish LLC

Lane G. Sheldon

Regional Sales Manager

Proposal No. July 5, 2022 Page 2 of 12

### PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, WPE will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

**NOTE**: Please refer to the following pages for clarifications to our scope of supply.

Scum Box Flusher for X230223.. \$7,200.00 Scum Box Flusher for X230224.. \$12,550.00

<u>CONDITIONS OF SALE:</u> This offer to sell is expressly made subject to the following requirements: WPE means Walker Process Equipment Division of McNish LLC.

Your purchase order must be received by WPE not later than April 1, 2025. Please note that prices quoted are not firm and are subject to Price Adjustment per item 11 listed under Terms and Conditions of Sale attached hereto and made a part of this Proposal; AND

Please note that all terms in your Purchase Order that conflict with or in any way change the terms of this Proposal, including the Terms and Conditions of Sale attached hereto and made a part hereof constitute a counteroffer and must be expressly accepted by WPE in a Purchase Order signed by WPE. Work started by WPE in connection with this Proposal before a Purchase Order is finalized and signed shall not constitute acceptance by WPE of any counteroffer from you. If you request WPE to perform work in connection with this Proposal before a Purchase Order is signed, all such work will be performed by WPE based on this Proposal and attached Terms and Conditions of Sale.

WPE proposes to supply all equipment and materials listed in this Proposal as a material supplier only and not as a subcontractor.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

Proposal No. July 5, 2022 Page 3 of 12

### **PAYMENT AND PRICE TERMS:**

- 15% net 30 days upon receipt of approved submittal.
- 80% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

### **ESTIMATED SCHEDULES:**

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of order with complete information. Shipment schedules are shown in weeks after receipt of final Approved Submittal.

SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION. SHIPPING DATES ARE BASED ON AVAILABILITY OF MATERIALS, SUPPLIES, AND LABOR. WALKER PROCESS EQUIPMENT WILL NOT ACCEPT LIABILITY FOR DELAYS CAUSED BY SHORTAGES OF MATERIALS OR CAUSED BY EVENTS BEYOND OUR CONTROL.

If approved Submittals and/or requested verified tank dimensions are not received by WPE within six (6) weeks of initial transmittal, WPE shall be entitled to a reasonable extension of the Shipment Schedule and Contract Price.

### **TERMS AND CONDITIONS:**

Proposal No. July 5, 2022 Page 4 of 12

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

### FIELD SERVICE:

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

### **SCOPE OF SUPPLY**

### WALKER PROCESS WILL SUPPLY FOR ONE (1) 80' RSP COLLECTOR FOR WALKER PROCESS COLLECTOR WITH SERIAL NUMBER X230223:

Skimmer assembly modification components to add scum box flushing capability:

- One (1) flap gate nozzle
- Two (2) actuator supports
- One (1) flap gate
- Two (2) support arms
- Two (2) tripper arms
- Two (2) U-bolts
- One (1) flexible coupling assembly
- One (1) pipe clamp
- Two (2) cap screws

### **MATERIALS OF CONSTRUCTION**

**Submerged Components** of the mechanism – carbon steel **Fasteners** – type 304 stainless steel

### **SHOP PAINTING:**

Ferrous surfaces will be prepared in accordance with SSPC-SP10 and given one (1) coat of Sherwin-Williams Dura-Plate 235 epoxy, Red Oxide, 4.0 – 8.0 mils dft.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

FIELD SERVICE: None included

Proposal No. July 5, 2022 Page 5 of 12

# WALKER PROCESS WILL SUPPLY FOR TWO (2) 60' RSMPT COLLECTORS FOR WALKER PROCESS COLLECTORS WITH SERIAL NUMBER X230224-1 AND X230224-2:

Skimmer assembly modification components to add scum box flushing capability:

- One (1) flap gate nozzle
- Two (2) actuator supports
- One (1) flap gate
- Two (2) support arms
- Two (2) tripper arms
- Two (2) U-bolts
- One (1) flexible coupling assembly
- One (1) pipe clamp
- Two (2) cap screws

### MATERIALS OF CONSTRUCTION

**Submerged Components** of the mechanism – carbon steel **Fasteners** – type 304 stainless steel

### **SHOP PAINTING:**

Ferrous surfaces will be prepared in accordance with SSPC-SP10 and given one (1) coat of Sherwin-Williams Dura-Plate 235 epoxy, Red Oxide, 4.0 – 8.0 mils dft.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

FIELD SERVICE: None included

ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our current projected workload, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULES ARE ESTIMATES AND WILL BE UPDATED THROUGHOUT THE TIME BETWEEN ORDER ENTRY AND ACTUAL AVAILABILITY FOR SHIPMENT.

Submittal of Approval Drawings . . . . .

8-10 weeks

Shipment, after Receipt of Approval . .

10-12 weeks

### NOTE:

Installing contractor will have to burn a hole in the scum box to receive the 4" flap gate pipe and weld it into the scum box.

Proposal No. July 5, 2022 Page 6 of 12

### **GENERAL ITEMS**

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish LLC (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

<u>PAINTING</u>: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) <u>before</u> equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchasers and Field Painting Contractors full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel of other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

Proposal No. July 5, 2022 Page 7 of 12

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the marry circumstances outside of the control of Walker Process Equipment Division of McNish LLC and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish LLC and Walker Process Equipment Division of McNish LLC make no warranty, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish LLC.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as fisted on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

<u>FIELD INSTALLATION</u>: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

<u>GENERAL ITEMS NOT INCLUDED</u>: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety hamesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.
- The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.
- The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.
- The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure
  analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural
  members or structural analysis.
- The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall
  take complete responsibility as to the use of the information provided by the WPE personnel and the information contained
  within the WPE field inspection report, which will be provided by WPE to the Customer.
- WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.

Proposal No. July 5, 2022 Page 8 of 12

## TERMS AND CONDITIONS OF SALE

- 1. <u>Controlling Terms.</u> All purchase orders submitted to Walker Process Equipment, a division of McNish LLC (hereinafter referred as "Seller") by a purchaser (hereinafter referred to as the "Buyer") for products and/or services sold by Seller shall constitute acceptance of Seller's Bid Proposal, these Terms and Conditions of Sale and Seller's Mechanical Warranty (hereinafter referred to, collectively, as "Seller's Contract Documents"). In the event any provision of Buyer's purchase order conflicts with Seller's Contract Documents, the provisions of Seller's Contract Documents shall control. Any modifications, amendments or other changes to Seller's Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller's Contract Documents and Buyer's purchase order are hereinafter referred to, collectively, as the "Contract").
- 2. <u>Acceptance of Purchase Orders</u>. All purchase orders received by Seller are subject to approval of Buyer's credit and is contingent upon Seller's receipt of written approval of all equipment submittals or written waiver thereof.
- 3. Shipment and Delivery. The shipping schedule set forth in Seller's proposal is based upon Seller's knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller shall not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
- 4. <u>F.O.B. Point and Title</u>. Seller's delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
- 5. <u>Payment Terms.</u> Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys' fees, which are incurred by Seller to collect any past due accounts.
- 6. <u>Setoff.</u> Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller's right to stop performing Seller's obligations under this Contract.
- 7. <u>Taxes</u>. Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.
- 8. <u>Warranty</u>. Seller warrants all goods that it manufactures in accordance with the terms of Seller's Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the "Warranty"). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer's obligations under its Contract.
- 9. <u>Cancellation</u>, If Buyer requests or causes a cancellation of any work performed by Seller on Buyer's behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
- 10. <u>Backcharges</u>. No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller's advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

Proposal No. July 5, 2022 Page 9 of 12

### 11. Price Adjustment.

#### **Fabricated Steel Components**

A contract price revision will take effect if, at the time WPE can purchase fabricated steel required for this project, the increase in the cost of fabricated steel assemblies (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

#### Other Large Value Items

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

- 12. <u>Indemnification</u>. Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.
- 13. <u>Limitation of Liability</u>. Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.
- 14. <u>Force Majeure</u>. Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

#### 15. INDEMNIFICATION PROVISION FOR WATER TREATMENT PROJECTS

Buyer hereby agrees to indemnify, hold harmless, and upon request, to defend, Seller and Seller's shareholders, directors, officers, employees, agents and legal representatives (hereinafter referred to, collectively, as the "Indemnified Parties"), from and against any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, but not necessarily limited to, all fees incurred by the Indemnified Parties for attorneys and other professional consultants) engaged by the Indemnified Parties, in connection with, or relating to, any claim, demand, action, suit, administrative proceeding, judgment, order, investigation or remediation asserted or issued by any third party, including, without limitation, any federal, state, or local governmental authority, arising or alleged to arise from the presence of any Hazardous Substances (as hereinafter defined), which have been discharged, directly or indirectly, into or from any body of water treated or to be treated by any equipment manufactured or provided by Seller pursuant to the terms of this Purchase Order. For purposes hereof, the use of the term "Hazardous Substances" shall mean industrial wastes, toxic pollutants, and chemicals (including but not limited to per-and polyfluoroalkyl substances (PFAs) or other manufactured chemicals), and any other hazardous substances as such terms are defined under Environmental Laws (as hereinafter defined), petroleum and petroleum products, asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, polychlorinated biphenyl ("PCB") or PCB containing materials or fluids, radon, any other hazardous or radioactive substance, material, pollutant,

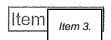
Proposal No. July 5, 2022 Page 10 of 12

contaminant or waste, and any other substance with respect to which Environmental Laws or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

16. <u>Field Service.</u> Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with an eight (8) week advance notice to schedule service requests. If less than eight (8) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

- 17. <u>Limitation of Actions.</u> Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.
- 18. <u>Disputes and Governing Law.</u> All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.
- 19. <u>Disclosure</u>. Seller is a Division of McNish LLC. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish LLC.
- 20. <u>Invalidity</u>. If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.
- 21. <u>Binding Effect</u>. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.
- 22. <u>Entire Agreement</u>. This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.



Proposal No. July 5, 2022 Page 11 of 12

# **SELLER:**

WALKER PROCESS EQUIPMENT, Division of McNish LLC

Signature:	Market Company of the
Name/Title:	Lane G. Sheldon / Regional Sales Manager
Date:	February 13, 2025
ACCEPTED BY BUYER: Name of Company:	
Authorized Signature:	
Name/Title:	
Date:	

Proposal No. July 5, 2022 Page 12 of 12

#### MECHANICAL WARRANTY

Walker Process Equipment, division of McNish LLC ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which prove to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.



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Date:

March 24, 2025

## **PROPOSAL WORKSHEET SUMMARY**

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #: 36 - REVISED

To: Strand Associates, Inc.

Date:

Dominic Gattone, PE

3/24/2025 A/E Project #: IDFPR No. 184-001273 VCC Project #: 11108.00

#### WORK DESCRIPTION

Per CPR-036 - EF Clarifier Scum & Foam Management -Provide vac truck & labor to clean the Clarifier Scum Box & surrounding area. Furnish, Install, Dismantle, & Dispose of temporary structure as described in CPR036

Line No	Cost Description	La	bor Amt	Ma	terial Amt	Equ	ip & Other Amt	Suk	-Contractor Amt	S	ub-Total
1	VCC - Labor - Carpenter - 52 Hours	\$	5,200.00							\$	5,200.00
2	VCC - Labor - Operator - 12 Hours	\$	1,440.00							\$	1,440.00
3	VCC - Labor - Finisher - 16 Hours	\$	1,760.00		•			1		\$	1,760.00
4	VCC - Materials			\$	1,244.00					\$	1,244.00
5	Clean Box							\$	4,900.00	\$	4,900.00
6	VCC - Small Tools				•	\$	1,264.00			\$	1,264.00
7										\$	-
8										\$	-
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22										\$	-
23		1								\$	-
24		1								\$	-
25		1								\$	-
Sub-Total		\$	8,400.00	\$	1,244.00	\$	1,264.00	\$	4,900.00	\$	15,808.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net: \$	10,908.00
		Sub-Contactor's Net: \$	4,900.00
Name/Title:	Julius Hansen, Interim Public Works Director	Net Subtotal: \$	15,808.00
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits): \$	1,881.20
Signature:		Sub-Total: \$	17,689.20
		Bonds & Insurance - 1%: _\$	176.89
Date:		Worksheet Total: \$	17,866.00
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:	· ·		
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO		
Name/Title:	Tony Marzetta, Project Manager		
Signature:	Ta Natt		



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
March 7, 2025

COST PROPOSAL NO.:

036

TO:

Vissering Construction

ISSUED BY:

Dominic Gattone, P.E.

### **DISTRIBUTION**

Tony Marzetta, Project Manager

Vissering Construction (Contractor)

Julius Hansen

City of Crest Hill

Dominic Gattone, P.E.

Strand Associates, Inc.®

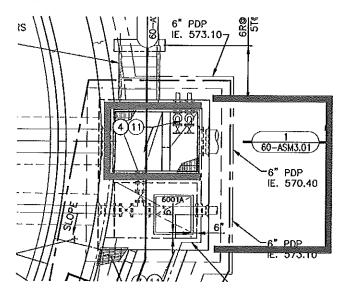
Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

The intent of this cost proposal request is to direct overflowing scum in a controlled way to a defined location outside of the clarifier tank.

Provide one vactor truck cleanout of the Excess Flow Clarifier influent box to perform the work.

Provide temporary containment at the influent box, as shown in red on Sheet 158, Drawing 60-ASM1.01. Containment strategy may be at Contractor's option, including but not limited to, boards, plywood, wood, sandbags. After conversion of plant to new systems, remove and patch any concrete penetrations used for temporary containment.

Relocate Owner's jersey barriers to approximate locations as shown in blue. Provide additional sandbagging as required.





To: Strand Associates, Inc.

June 19, 2025

Date:

Dominic Gattone, PE

**PROPOSAL** where societs is excessed the project of a five **WORKSHEET SUMMARY** 

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

037

Date:

6/19/2025

A/E Project #: IDFPR No. 184-001273 VCC Project #:

11108.00

WORK DESCRIPTION

Per CPR037 - Redirect the C45 Filter Building roof drain piping in the vicinity of the tertiary filters. Cut existing piping and run new piping as high as possible on south wall. Connect piping to ST-4 at 582.00 Reduce pipe diamter to 4-inch inside building

Line No	Cost Description	Lal	oor Amt	Mat	erial Amt	Equip & An		Sub	-Contractor Amt	S	ub-Total
1	GA Rich - See Attached							\$	6,773.00	\$	6,773.00
2	Vissering Construction	\$	880.00	\$	216.00	\$	16.00			\$	1,112.00
3										\$	-
4	\(\frac{1}{2}\)									\$	-
5										\$	-
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24										\$	-
25										\$	-
Sub-Total		\$	880.00	\$	216.00	\$	16.00	\$	6,773.00	\$	7,885.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$	1,112.00
ACCEL TARICE	or the conclusion, and or crest this	Sub-Contactor's Net:		6,773.00
Name/Title:	Julius Hansen, Interim Public Works Director	Net Subtotal:		7,885.00
manney mice.	Julios Halisen, interim Fuolic Works Director	Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	· .	505.45
Cimanturas		Sub-Total:		8,390.45
Signature:		Bonds & Insurance - 1%:	•	83.90
Date:		Worksheet Total:		8,474.00
ACCEPTANCE (	OF PROPOSAL (A/E): Strand Associates, Inc.			
Name/Title:	Dominic Gattone, PE			
Signature:				
Date:				
ACCEPTANCE (	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO			
Name/Title:	Tony Marzetta, Project Manager			
Signature:	2 Watt-			

Item Item 3.

# CREST HILL WEST SEWAGE TREATMENT PLANT IMPROVEMENTS CITY OF CREST HILL

	FROM:		PROJECT:	Crest Hill	
	G A Rich & Sons, Inc.	•	ion Munden,	West Plant upgrades	
	P O Box 50 Deer Creek, IL 61733	ı	JOB NUMBER: RFP# 037 Te	22-5-16 ertiary filter roof drain n	nodifications
	Deel Oloon, in Circa	,	<del>-</del>	•	
			CONTRACT WORK:	Process Piping / Plun	mbing
l	DESCRIPTION OF C	HANGE:			
	where the new piping	orm drains in the tertiary building a is demolished we will cap off the			
II	SUMMARY OF DETA	AILED BREAKDOWN:		The state of the s	FILL TAKA
A.	MATERIAL		Additions \$955.00	Deletions	Net Total \$955.00
В.	LABOR		\$4,135.00		\$4,135.00
c.	EQUIPMENT		\$800.00		\$800.00
D. E. F. G.	OTHER COSTS  1 TAX EXEMINATE 2 EXPENDENT SUB TOTAL OVERHEAD AND PR TOTAL	ABLE TOOLS	(2.5% of LABOR (A	(F) - Deletion -0- (R) - Deletion -0- (C) - B+C+D1+D2) (E) - Deletion -0- (E + F)	\$0.00 \$0.00 \$5,890.00 \$883.50 \$6,773.50
ill		ARK-UP ON WORK OF SUBCOM			
III	Detailed Breakdowns and	Summaries from each Sub-Contractor mu	ust be attached.	Paradian	PPOPOSAL
III 1		Summaries from each Sub-Contractor mu		Description	PROPOSAL
1 2	Detailed Breakdowns and SUBCONTRACTOR:	Summaries from each Sub-Contractor mu	ust be attached.	Description	PROPOSAL
1 2 3	SUBCONTRACTOR:	Summaries from each Sub-Contractor mu	ust be attached.	Description	PROPOSAL
1 2	SUBCONTRACTOR:	Summaries from each Sub-Contractor mu	ust be attached.	Description	PROPOSAL
1 2 3	SUBCONTRACTOR:	Summaries from each Sub-Contractor mu	CONTRACT WORK:	Description  ) - Deletion -0-	
1 2 3 4	SUBCONTRACTOR:	Summaries from each Sub-Contractor mu	CONTRACT WORK:		
1 2 3 4 H I	SUBCONTRACTOR:  FINAL SUMMARY	Summaries from each Sub-Contractor mu	CONTRACT WORK:	) - Deletion -0-	\$0.00
1 2 3 4 H I	Detailed Breakdowns and SUBCONTRACTOR:	Summaries from each Sub-Contractor mu	CONTRACT WORK:	) - Deletion -0- (G+H+I)	\$0.00 \$6,773.50
1 2 3 4 H I	SUBCONTRACTOR:  SUBCONTRACTOR:  FINAL SUMMARY  PROPOSAL BONDS	Summaries from each Sub-Contractor mu	CONTRACT WORK:  (H x 6%)	) - Deletion -0- (G+H+I) _) - Deletion -0-	\$0.00 \$6,773.50
1 2 3 4 H I IV	FINAL SUMMARY PROPOSAL BONDS BUILDER'S RISK INS	Summaries from each Sub-Contractor mu  Firm Name  SURANCE (if applicable)  For subject RFP increase (decrease)	(2.5% of PROPOSAL (0.3% of PROPOSAL se) in contract amount	) - Deletion -0- (G+H+I) _) - Deletion -0-	\$0.00 \$6,773.50 \$6,773.50
1 2 3 4 H I IV J K L	FINAL SUMMARY PROPOSAL BONDS BUILDER'S RISK INS	Summaries from each Sub-Contractor mu  Firm Name  SURANCE (if applicable)  For subject RFP increase (decrease)	(2.5% of PROPOSAL (0.3% of PROPOSAL se) in contract amount	) - Deletion -0- (G+H+I) _) - Deletion -0-	\$0.00 \$6,773.50 \$0.00

### CREST HILL WEST, SEWAGE TREATMENT FACILITY UPGRADES CITY OF CREST HILL

Description of	Obt	Unit Price	Total Estimated	Unit Price	Total Estimated	Linit Drice	Total Estimated	Subcontracto
	Qty		Material Cost	Labor	Labor Cost	Rental	Rental Cost	Cost
Material, Labor & Equipment Rental		Material	Material Cost	Labor	Labor Cost	Rental	Rental Cost	COSI
LABOR					<del>.  </del>		<del> </del>	
LABUR								
Dhushay Cayanay	16			\$110.00	\$1,760.00			
Plumber Foreman Plumber	16			\$105.00	\$1,680.00			
Truck w/ tools		1		\$22.50	\$1,880.00		<del> </del>	
Core Hole	16			\$22.50	\$100.00	\$400.00	\$800.00	
Core noie	1				-	<del>\$4</del> 00,00	\$600.00	
Site work								
Operator Operator	4			\$110.00	\$110.00			
	2							
Plumber				\$105.00	\$210.00			
Plumber foreman	1			\$110.00	\$110.00			
Excavator	1			\$85.00	\$85.00			
SPATEMIAI								
MATERIAL					,			
0,00		21.00	A400.00					
6" Schedule 40	40	\$4.00	\$160.00		<u> </u>			
6" Sch 40 Ys	6	\$69.00	\$414.00		ļ			
6" Sch 40 90s	2	\$53.00	\$106.00					
6" Sch 40 Couplings	4	\$23.00	\$92.00		ļ			
PVC Glue	1.0	\$63.00	\$63.00					
Strut & Strut clamps	1.0	\$120.00	\$120.00					
		•						
								•••
					1			
				******	1			
TOTALS			\$955.00		\$4,135.00		\$800.00	



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
March 12, 2025

COST PROPOSAL NO.:

037

TO:

Vissering Construction

ISSUED BY:

Dominic Gattone, P.E.

### DISTRIBUTION

Tony Marzetta, Project Manager

Vissering Construction (Contractor)

Julius Hansen

City of Crest Hill

Dominic Gattone, P.E.

Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein,

The intent of this cost proposal request is to redirect the C45 Filter Building roof drain piping in the vicinity of the tertiary filters.

Cut existing piping and run new piping as high as possible on south wall. Connect piping to ST-4 at 582.00. Reduce pipe diameter to 4-inch inside building.

Remove and cap northerly run of roof drain piping as shown below on Sheet 126 - C45-P1.01.

### **DESCRIPTIONS AFFECTING THE DRAWINGS**

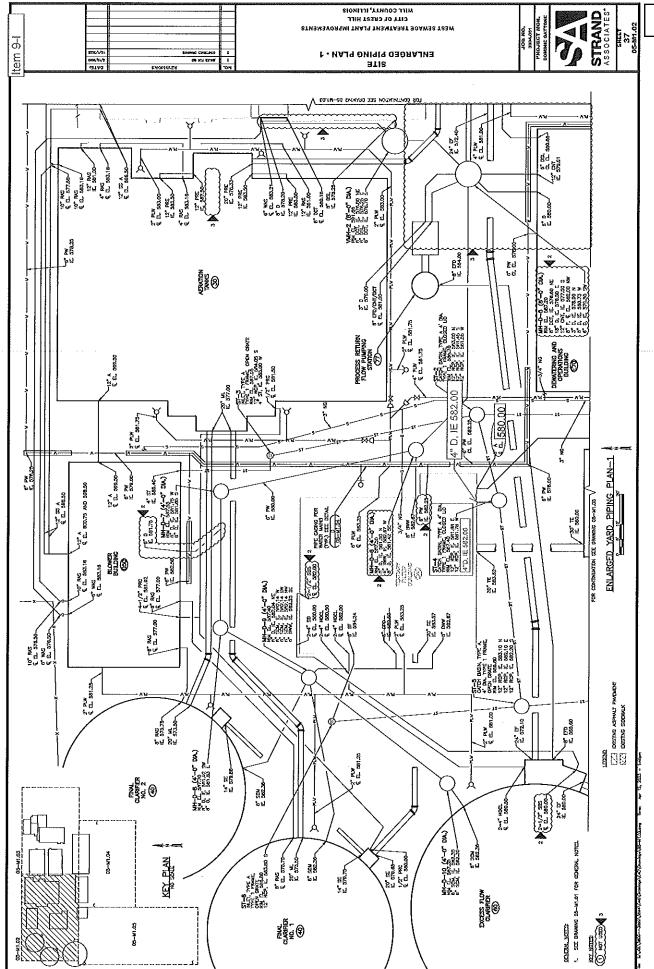
037-01 Drawing 05-M1.02 (Sheet 37)

See comments on attached PDF.

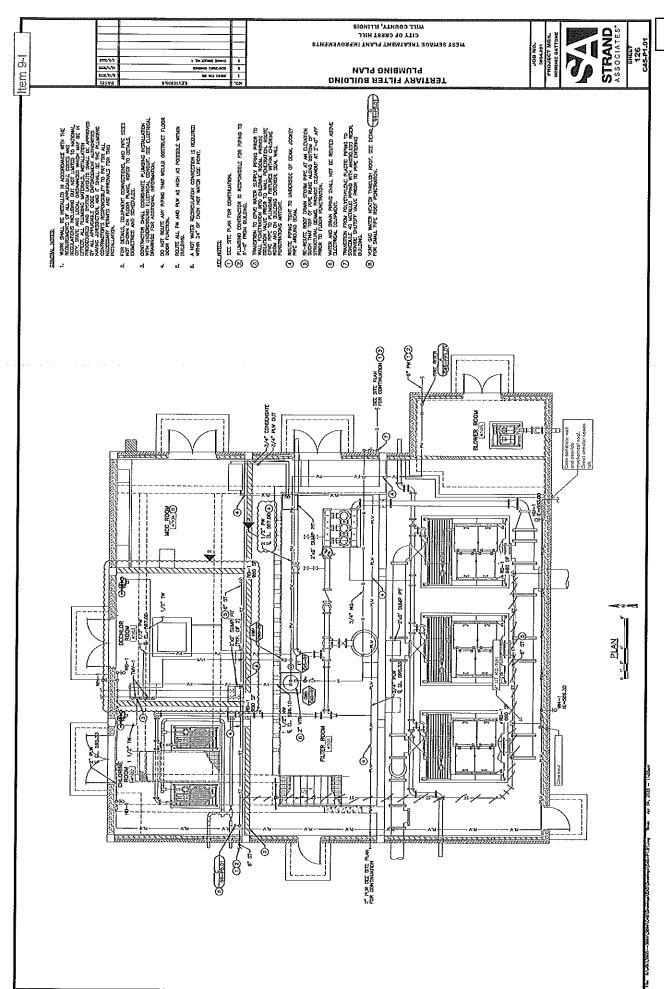
037-02 Drawing C45-P1.01 (Sheet 126)

See comments on attached PDF.

Item 3.



Item 3.





Strand Associates, Inc.® 1170 South Houbott Road Joliet, IL 60431 (P) 815.744.4200 www.strand.com

July 30, 2025

Mr. Julius Hansen, Interim Director of Public Works City of Crest Hill 20600 City Center Boulevard Crest Hill, IL 60403

Re: West Sewage Treatment Plant (STP) Improvements

Change Order (CO) No. 9 City of Crest Hill, Illinois (City)

Dear Julius,

Three copies of the enclosed CO No. 9 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.® (Strand), and keep one copy for the City's records. The items in CO No. 9 are in the best interest of the City to be included. The following is a summary of the changes.

Item 9a adds cost to the Construction Contract related to including expansion joint fittings on the upstream and downstream side of the rotary lobe sludge pumps in Structure B20. The change will help prevent vibrations from being transmitted from the pumps to the piping in the building.

Item 9b adds cost to the Construction Contract for door hardware changes at door 7017A in Structure E70. The change was necessary for security measures and to protect the door hardware from exposure to the elements on its exterior side.

Item 9c adds cost to the Construct Contract for the hazard rating for the overhead door 7005B motor in Structure E70. Shop drawing review necessitated this change to a NEMA 4X motor to accommodate the hazardous nature of the centrifuge room and help the longevity of the door motor.

Item 9d adds cost to the Construction Contract related to adding scum beach tipping mechanisms to the two final clarifiers. The mechanisms were removed from the original design. This was intended as an anti-freezing measure to reduce maintenance for STP staff. However, STP staff have since requested the re-addition of these mechanisms.

Item 9e adds cost to the Construction Contract related to fused variable frequency drive (VFD) enclosures. The Underwriters Laboratory listing on the equipment requires fusing, instead of circuit breakers, for VFDs below a certain size. This is due to the National Electrical Code height requirements.

Item 9f deducts cost from the Construction Contract to eliminate a digester drain valve and associated piping. It was determined that this valve and its associated functionality were not required. Other valves and pumps allow tank draining.

Item 9g adds cost to the Construction Contract related to a change in the network switches required for interacting with the City-wide network. Correspondence with the City's information technology vendor clarified the compatible product.

DLG:ammil/strand.com/projects/VOL/3800-3899/3894/048 Construction/Change Orders/CO-009/CO-009 - letter.docx

Strand Associates, Inc.®

Mr. Julius Hansen, Interim Director of Public Works City of Crest Hill Page 2 July 30, 2025

Item 9h adds cost to the Construction Contract related to installation and demolition of a temporary scum management box at Structure 60 and one Vactor truck cleaning. This was a management strategy for the clarifier scum for the winter upsets that were occurring. The box will remain installed until later in the project.

Item 9i adds cost to the Construction Contract related to relocation of the Structure C45 roof drain piping. As previously installed, there was an overhead conflict on the filter platform.

Item 9j adds cost to the Construction Contract related to temporarily raising the rim elevation of Manhole MH-D-10. This change was requested by the City to ease its maintenance and cleaning needs.

CO No. 9 adds \$127,228. The total value of all COs is a deduct of (\$1,052,634). CO No. 9 does not include a modification to the construction schedule.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

omnic Hallono

Dominic L. Gattone, P.E.

Enclosures



Strand Associates, Inc.®

1170 South Houbolt Road Joliet, IL 60431 (P) 815.744.4200 www.strand.com

July 30, 2025

CHANGE ORDER NO. 9

PROJECT:

West Sewage Treatment Plant (STP) Improvements

OWNER:

City of Crest Hill, Illinois

CONTRACT:

1-2022

CONTRACTOR:

Vissering Construction Company

# **Description of Change**

9a	Work described in the enclosed Contractor's Cost Proposal Request (CPR) 030 (dated November 8, 2024), and Engineer's CPR 030 (dated October 4, 2024) related to the work for inclusion of expansion joint fittings for the Structure B20 rotary lobe pumps.	ADD	\$20,601
9b	Work described in the enclosed Contractor's CPR 32 (dated November 18, 2024), and Engineer's Request for Information (RFI) 112 response (dated November 11, 2024) related to door hardware change for door 7017A in Structure E70.	ADD	\$5,008
9c	Work described in the enclosed Contractor's CPR 33 (dated November 20, 2024) related to the hazard rating for the overhead door 7005B motor.	ADD	\$3,788
9d	Work described in the enclosed Contractor's CPR 35 Revision 2 (dated February 25, 2025), and enclosed Engineer's CPR 034 (dated January 24, 2025) related to adding scum beach tipping mechanisms to the two final clarifiers.	ADD	\$38,776
9e	Work described in the enclosed Contractor's Change Order Request (COR) 001 Revision 2 (dated March 13, 2025) related to the fused variable frequency drive (VFD) enclosures.	ADD	\$16,794
9f	Work described in the enclosed Contractor's CPR 029 (dated March 31, 2025), and enclosed Engineer's CPR 029 (dated September 17, 2024) including the credit for eliminating a digester drain valve and associated piping.	(DEDUCT)	(\$3,467)
9g	Work described in the enclosed Contractor's CPR 031 Revision 2 (dated April 8, 2025), and enclosed Engineer's RFI 102 response (dated September 18, 2024) related to the Aruba network switches.	ADD	\$16,337
9h	Work described in the enclosed Contractor's CPR 036 Revision 1 (dated March 24, 2025), and enclosed Engineer's CPR 036 (dated March 7, 2025) related to installation and demolition of a temporary scum management box at Structure 60 and one Vactor truck cleaning.	ADD	\$17,866

 $DLG: amm \verb||| Model Com'projects \verb||| VOLV800--3899 | Model Construction| Change Orders \verb||| CO-009 | Change Order 9-Crest Hill West dock to the construction of the$ 

Strand Associates, Inc.®

		Suanu i	Associates, inc.
City of	Crest Hill-Vissering Construction Company et 1-2022, Change Order No. 9		
Page 2			
July 30	, 2025		
9i	Work described in the enclosed Contractor's CPR 037 (dated June 19, 2025), and enclosed Engineer's CPR 037 (dated March 12, 2025) related to the relocation of Structure C45 reducing pinions.		\$8,474
9j	drain piping. Work described in the enclosed Contractor's CPR 038 (dated June 19, 2025), and enclosed Engineer's CPR 038 (dated April 24, 2025) related to temporarily raising the rim of Manhole MH-D-10 and future demolition.	I ADD	\$3,051
TOTAL	VALUE OF THIS CHANGE ORDER:	ADD	\$127,228
Contrac	et Price Adjustment		
Original	Contract Price		\$50,640,000
Previous	s Change Order Adjustments		(\$1,179,862)
	ent in Contract Price this Change Order		\$127,228
Current	Contract Price including this Change Order		\$49,587,366
Contrac	t Substantial Completion Date Adjustment		
	Contract Substantial Completion Date		December 1, 2024
Contract	Substantial Completion Date Adjustments due to previous Ch	ange Orders	548 days
Contract	Substantial Completion Date Adjustments due to this Change	Order	0 days
Current S	Substantial Contract Completion Dates including all Change C	rders	June 1, 2026
Contrac	t Final Completion Date Adjustment		
Original	Contract Final Completion Date		March 1, 2025
	Final Completion Date Adjustments due to previous Change (		640 days
	Final Completion Date Adjustments due to this Change Order		0 days
Current	Final Contract Completion Dates including all Change Orders		December 1, 2026
This docu	ument shall become a supplement to the Contract and all provi	sions will app	oly hereto.
RECOM	MENDED		
(Da	mener) Filtono -	7-30.	-25
ENGINE	ER-Strand Associates, Inc.®	Date	<u> </u>
APPROV	/ED		
101	Vall-	07-30-2	0025
CONTRA	CTOR-Vissering Construction Company	Date	
APPROV	•	Jaic	
Ollaige	Charles and the same of the sa		
OWNER-	-City of Crest Hill, Illinois	Date	

DLG:anim\\\stracd.com\projects\101\1300-3899\3894\045\Construction\Change Orders\CO-009\Change Order 9 - Crest Hill West.doxx



PROPOSAL WORKSHEET SUMMARY

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

033

To: Strand Associates, Inc.

November 20, 2024

Date:

Date: 11/20/2024

Dominic Gattone

A/E Project #: IDFPR No. 184-001273 VCC Project #: 11108.00

WORK DESCRIPTION

Per Submittal Review Comments - Supply operator for Door7005B in a NEMA4X in lieu of the NEMA 12 as specified

t				V	)r	 
Line No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	o-Total
1	Raynor Door Authority - See Attached				\$ 3,572.00	\$ 3,572.00
2			1	)		\$ -
3				<b>[</b>		\$ -
4		1				\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ 
10						\$ -
11						\$ 
12						\$ -
13				1		\$ -
		Ì	i			\$ -
				0		\$ -
						\$ -
			1			\$ -
	"			Î		\$ -
						\$ -
						\$ _
			1			\$ -
			1			\$ _
			1			\$ -
	\	1				\$ -
						\$ _
Sub-Total		\$ -	\$ -	\$ -	\$ 3,572.00	3,572.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$ -
		Sub-Contactor's Net:	\$ 3,572.00
Name/Title:	Michael Eulitz, Interim Director of Public Works	Net Subtotal:	\$ 3,572.00
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$ 178.60
Signature:		Sub-Total:	\$ 3,750.60
		Bonds & Insurance - 1%:	\$ 37.51
Date:		Worksheet Total:	\$ 3,788.00
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:			
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO		
Name/Title:	Tony Marzetta, Project Manager		
Signature:	Ta Watt-		



November 11, 2024

Vissering Construction Company 175 Benchmark Industrial Dr Streator IL 61364

PROJECT: CREST HILL

To supply the operator for Door 7005B in a NEMA4X in lieu of the NEMA12 specified, the credit for the NEMA12 is \$636.00, and the cost for the NEMA4X is \$4,208.00. Please issue a change order to cover the difference in cost in the amount of:

> 3,572.00

I'm available at 815-703-3675 if you have any questions or wish to discuss this matter further.

Regards,

Chad Soderberg Project Manager

jlr



To: Strand Associates, Inc.

Dominic Gattone, PE

**PROPOSAL WORKSHEET SUMMARY** 

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

031 - REV2

Date:

4/8/2025

A/E Project #: IDFPR No. 184-001273

VCC Project #:

11108.00

WORK DESCRIPTION

Per RFI102 Response requiring LVS to procure the managed Aruba Network Switch

Lîne No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total
1	Connelly Electric - See Attached Revised				\$ 15,405.00	\$ 15,405.00
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20		_][				\$ -
21						\$ -
22						\$ -
23						\$ -
24						\$ -
25						\$ -
Sub-Total		\$ -	\$ -	\$ -	\$ 15,405.00	\$ 15,405.00

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$ -
		Sub-Contactor's Net: \$	\$ 15,405.00
Name/Title:	Julius Hansen, Interim Public Works Director	Net Subtotal: \$	\$ 15,405.00
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$ 770.25
Signature:		Sub-Total: \$	\$ 16,175.25
		Bonds & Insurance - 1%:	\$ 161.75
Date:		Worksheet Total:	\$ 16,337.00
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:			
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO		
Name/Title:	Tony Marzetta, Project Manager		
Signature:	To Watt-		
Date:	April 8, 2025		



40 S. Addison Rd. Addison, IL 60101

#### Client Address:

**Vissering Construction** 1631 Gaylord Rd. Crest Hill, IL 60403 Telephone: 815,673,5511 Contact: Tony Marazetta

# **CHANGE NOTICE**

Connelly CCN #

019\_R2

Field Ticket#

Date:

4/8/2025

Project Name: Project Number:

Crest Hill WWTP - West Sewage Treatment Pla 22-0686

Page Number:

1

### Work Description

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs. This price is good for acceptance within 10 days from the date of receipt. We will supply and install all materials, labor, and equipment as per your instructions on Connelly CCN # 019\_R2.

Description: Aruba Network Switch adder - See attached proposal from LVS. This is in response to RFI 102 requiring LVS to procure the managed network switches.

#### Clarifications:

All terms and conditions of original contract still apply.

#### **Exclusions:**

Pricing is based on availability today. If prices go up before a change order is in hand a separate change order will be required to cover the difference.

Overtime

Permits

Scope Gap - only what is listed on LVS proposal

#### Summary

Low Voltage Solutions Subtotal **Final Amount** 

(\$14,671.00 + 0.000 % + 0.000 % + 5.000 %)

15,404,55

15,404.55

\$15,404.55

Item 3.



Date: January 10, 2025

20516 Caton Farm Road Lockport, IL 60441 Office (630) 434-9600 Fax (630) 434-9767 www.lysolutions.com

Change Order# 90-17119 CO#03 r1

Project: CREST HILL STP - RFI 102 PoE Network Switches r1 - 1631 ( Job Number: 90-17119 Submitted By: David Noel, P.E.	Gaylord Rd., Crest Hill, IL 60403
We hereby agree to make the change(s) specified below:	
Per RFI 102 response, LVS proposes to furnish and install:	
(4) HPE Aruba 2930F 48G PoE+ 4SFP (JL262A) Network Switch (8) HPE Aruba Networking 1G SFP LC SX 500m MMF TAA Tran	
Price is base on today's market, any major increase will be a cha	nge.
Exclude: Programming of network switches.	
NOTE: This Change Order becomes part of and in conformance	with the existing contract.
WE AGREE hereby to make the change(s) specified above at thi	s price \$14,671.00
Authorized Signature	Date
ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.	Authorized Signature

Bicsi





where success is measured one project at a time

# REQUEST FOR INTERPRETATION Project: West Sewage Treatment Plant Improvements R.F.I. Number: 102 for the City of Crest Hill, Illinois 1631 Gaylord Road, Crest Hill, IL 60403 From: Vissering Construction Company To: Strand Associates - Attn: Dominic Gattone Date: 08-29-2024 1170 S Houbolt Road, Joliet, IL 60431 Engineer Project Number: 3894.036 Re: **Network PoE Switches** Vissering Job Number: 11108.00 Specification Section: Paragraph: Drawing Reference: Detail: Request: Spec section 260900.2.20 discusses non-PoE Switches and DIN Rail Mounted switches. The switches that will be installed in the network racks will be rack-mounted PoE switches. Is there a specific manufacturer or model that is desired for these switches? Engineer's clarification could result in additional costs. Signed by: Tony Marzetta - Project Manager Date: 08/29/2024 Response SAI: The preference is HPE Aruba 2930F switches, per the Owner's IT vendor. ☐ Attachments Response From: To: Date Rec'd: Date Ret'd: Date: 09/18/2024 Signed by: Dominic Gattone Copies: Owner ☐ Consultants File



where source is measured one project of a time

Date:

June 19, 2025

To: Strand Associates, Inc.

Dominic Gattone, PE

**PROPOSAL WORKSHEET SUMMARY** 

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

038

Date:

6/19/2025

A/E Project #: IDFPR No. 184-001273

VCC Project #: 11108.00

WORK DESCRIPTION

Per CPR038 - Temporarily raise the rim elevation of MH-D-10 on the east side of the Excess Flow Clarifier. Temporary raise rim from EL 587.35 to 590.33 to match the top of the Excess Flow Clarifier. Return manhole to EL 587.35 after plant conversion (fall of 2025)

Line No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total
1	GA Rich - See Attached				\$ 2,877.00	\$ 2,877.00
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6	, I I I I I I I I I I I I I I I I I I I					\$ -
7						\$ -
8						\$ -
9	- 11-11-11-11-11-11-11-11-11-11-11-11-11					\$ -
10						\$ -
11						\$ -
12						\$ -
13	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					\$ -
14						\$ -
15					1	\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20						\$ -
21						\$ -
22						\$ -
23						\$ -
24						\$ -
25						\$ -
Sub-Total		\$ -	\$ -	\$ -	\$ 2,877.00	\$ 2,877.00

		· · · · · · · · · · · · · · · · · · ·	
ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$ -
		Sub-Contactor's Net:	\$ 2,877.00
Name/Title:	Julius Hansen, Interim Public Works Director	Net Subtotal:	\$ 2,877.00
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$ 143.85
Signature:		Sub-Total:	\$ 3,020.85
		Bonds & Insurance - 1%:	\$ 30.21
Date:		Worksheet Total:	\$ 3,051.00
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:	And the second s		
ACCEPTANCE (	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO	•	
Name/Title:	Tony Marzetta, Project Manager		
Signature:	To Watt-		

Item Item 3.

# CREST HILL WEST SEWAGE TREATMENT PLANT IMPROVEMENTS CITY OF CREST HILL

/	FROM: G A Rich & Sons, Inc. P O Box 50 Deer Creek, IL 61733	PROJECT:  JOB NUMBER:  RFP# 038 EF Scu	Crest Hill West Plant upgrade 22-5-16 ım MH Rim	es
		CONTRACT WORK:	Process Piping / Pl	umbing
I	DESCRIPTION OF CHANGE: Temporally raise the rim from EL 597.35 to 590.33 to EL 587.35 after plant conversition (Fall 2025)	match the top of the exce	ss flow clarifier. Retu	rn manhole rim to
II	SUMMARY OF DETAILED BREAKDOWN:	etilisen tiivse van talainen mitteliinistootiksi vansistiin maastavaja valiittikus enn osa talaitootiinistooti	analdrinken in dense kan se skillit Mittelië myt de Sekkelië (1900 in 1900 in 1900 in 1900 in 1900 in 1900 in T	on annum den Arasanthi de deministrat handet implestat arasii ili decembri
<b>A</b> .,	MATERIAL	Additions \$800.00	Deletions	Net Total \$800.00
В.	LABOR	\$1,272.00	·	\$1,272.00
C.	EQUIPMENT	\$430.00		\$430,00
D. E. F. G.	OTHER COSTS  1 TAX EXEMPT 2 EXPENDABLE TOOLS SUB TOTAL OVERHEAD AND PROFIT TOTAL	(2.5% of LABOF (A	T) - Deletion -0- R) - Deletion -0- +B+C+D1+D2) b) - Deletion -0- (E + F)	\$0.00 \$0.00 \$2,502.00 \$375.30 \$2,877.30
111 1 2 3 4			Description	PROPOSAL
H		(H x 6%)	) - Deletion -0-	\$0.00
IV	FINAL SUMMARY			
J K L	PROPOSAL BONDS BUILDER'S RISK INSURANCE (if applicable)	(2.5% of PROPOSAL (0.3% of PROPOSAL	•	\$2,877.30 \$0.00
M N	TOTAL PROPOSAL for subject RFP increase (decreating added to contract1 Calend	•		\$2,877.30
	CONTRACTOR SIGNATURE Bret Verardo			
	TITLE Project Manager	DATE	06/03/25	

### CREST HILL WEST, SEWAGE TREATMENT FACILITY UPGRADES CITY OF CREST HILL

Description of	Qly	Unit Price	Total Estimated	Unit Price	Total Estimated	Ligit Price	Total Estimate	Subcontract
Material, Labor & Equipment Rental		Material	Material Cost	Labor	Labor Cost	Rental	Rental Cost	Cost
					1	Tronta	Ronar Gost	0001
LABOR		<u> </u>					!	
Pipefitter Foreman	4			\$108.00	\$432.00			
Pipefitter	4			\$105,00	\$420.00			-
Operator	4			\$105.00	\$420.00			
Truck w/ tools	4				1	\$22.50	\$90.00	
Cat 321	4					\$85.00	\$340.00	
							, , , , , , , , , , , , , , , , , , , ,	
				,				
							***	-
Material & Delivery	11	\$800.00	\$800.00					
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					,			
		<u> </u>						
								••••
		<u>_</u>						
								.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
			,,,,,,					
								-
TOTALS			\$800.00		\$1,272.00		\$430.00	



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
April 24, 2025

COST PROPOSAL NO .:

038

TO:

Vissering Construction

ISSUED BY:

Dominic Gattone, P.E.

# **DISTRIBUTION**

Tony Marzetta, Project Manager

Vissering Construction (Contractor)

Julius Hansen

City of Crest Hill

Dominic Gattone, P.E.

Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

The intent of this cost proposal request is to temporarily raise the rim elevation of MH-D-10 on the east side of the Excess Flow Clarifier.

Temporarily raise rim from EL 587.35 to 590.33 to match the top of the Excess Flow Clarifier. Return manhole rim to EL 587.35 after plant conversion (fall of 2025).



where sames is measured one project of a line

## **PROPOSAL WORKSHEET SUMMARY**

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #:

029

To: Strand Associates, Inc.

Date:

8/1/2024

Dominic Gattone

A/E Project #: IDFPR No. 184-001273 VCC Project #:

11108.00

WORK DESCRIPTION

IN RESPONSE TO RFI104; ELIMINATE THE DRAIN VALVE, WALL CORE AND ASSOCIATED DRAIN IPIPING FROM THE NORTHWESTERN-MOST AEROBIC DIGESTER

Line No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total
1	GA RICH - SEE ATTACHED				\$ (3,467.00)	\$ (3,467.00)
2						\$ -
3						\$ -
4	**PLEASE NOTE: VALVE WILL BE TURNED					\$ -
5	OVER TO THE OWNER PURCHASED BY VCC					\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Sub-Total		\$ -	\$ -	\$ -	\$ (3,467.00)	\$ (3,467.00)

ACCEPTANCE	OF PROPOSAL (OWNER): City of Crest Hill	Contractor's Net:	\$ -
		Sub-Contactor's Net:	\$ (3,467.00)
Name/Title:	Julius Hansen, Interim Director of Public Works	Net Subtotal:	\$ (3,467.00)
•		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$ -
Signature:		Sub-Total:	\$ (3,467.00)
Ü		Bonds & Insurance - 1%:	\$ 
Date:		Worksheet Total:	\$ (3,467.00)
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:			
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO		
Name/Title:	Tony Marzetta, Project Manager		
Signature:	To Watt-		
Date:	March 31, 2025		

Item Item 3.

# CREST HILL WEST SEWAGE TREATMENT PLANT IMPROVEMENTS CITY OF CREST HILL

	FROM:		PROJECT:	Crest Hill	
	G A Rich & Sons, Inc.			West Plant upgrade	es
	P O Box 50		JOB NUMBER:	22-5-16	0 1 124
	Deer Creek, IL 61733		RFP# CPR 0 in STR	29_STR 65 8" Drain -	& valve credit
			CONTRACT WORK:		umbina
				, rooses iping in	
	DESCRIPTION OF C		<u> California da caractera de la california de la californ</u>	t seek Shagas ng permet mengan na mengan pangan panasanan na Ambas (belanda 1997). Tanggan pangan pang	¥
	Credit 8" Drain and va	alve inside STR 65 per CMR (	029. Valve credit by Visserin	g	
etioneum	SUMMARY OF DETA	AILED BREAKDOWN:		anna de la compositoria de la comp	
			Additions	Deletions	Net Total
Α.	MATERIAL		-\$2,285.00		_\$2,285.00
ь	LADOD		¢022.00		-\$832.00
В.	LABOR		-\$832.00		-\$632.00
C.	EQUIPMENT		-\$350.00		-\$350.00
				<u> </u>	· · · · · · · · · · · · · · · · · · ·
D.	OTHER COSTS	Mor	0.050/ -(348)	T) D-1-4: 0	ድለ ለለ
	1 TAX EXENT	MP1 ABLE TOOLS		T) - Deletion -0- R) - Deletion -0-	\$0.00 \$0.00
E.	SUB TOTAL	ABLE TOOLS		\+B+C+D1+D2)	-\$3,467.00
F.	OVERHEAD AND PR	ROFIT		%) - Deletion -0-	\$0.00
G.	TOTAL		`	(E + F)	-\$3,467.00
eWhitelebeleWe	serveren om er en	in de la company de la comp	III SEKALIS SUKANNIS II ILA SARA III ISANIS III SANIS II KANDIS II ILA SANIS II ILA SANIS II ILA SANIS II ILA S	and the state of t	
Ш		ARK-UP ON WORK OF SUB			
	Detailed Breakdowns and s	Summaries from each Sub-Contracto	or must be attached.		
	SUBCONTRACTOR:	Firm Name	CONTRACT WORK:	Description	PROPOSAL
1					
2					
3			The contract of the contract o		
7					
Н					
ı			(H x 6%	b) - Deletion -0-	\$0.00
1\/	FINAL SUMMARY	ertakoa arta karinta erta arta arta arta erta erta erta er			
IV	CHARL SOMMAKT				
J	PROPOSAL			(G+H+I)	-\$3,467.00
K	BONDS		(2.5% of PROPOSA		\$0.00
L	BUILDER'S RISK INS	SURANCE (if applicable)	(0.3% of PROPOSA	L) - Deletion -0-	
М	TOTAL PROPOSAL f	or subject RFP increase (dec	rease) in contract amount		-\$3,467.00
N	Time added to contract		ndar Days		
•	Third added to contract		maar wayo		
	CONTRACTOR				
	SIGNATURE	Bret Verardo			
	TITLE	Project Manager	DATE	03/29/25	
	11146	r toject ivialiagei	DAIL	03/23/23	

### CREST HILL WEST, SEWAGE TREATMENT FACILITY UPGRADES CITY OF CREST HILL

Description of	Qty	Unit Price	Total Estimated	Unit Price	Total Estimated	Unit Price	Total Estimated	Subcontracto
Material, Labor & Equipment Rental	Qiy	Material	Material Cost	Labor	Labor Cost	Rental	Rental Cost	Cost
Material, Labor & Equipment Rental		Materia	Materias Cost	Laudi	Labor Cost	Kental	Trestes Cost	COSt
Pipefitter foreman	-4			\$108.00	-\$432.00			
Pipefitter	-4			\$100.00	-\$400.00			
Truck w/tools	-4					\$25.00	-\$100.00	
8" x 3' TF x PE	-1	\$585.00	-\$585.00					
8" MJ x TF Wall Sleeve	-1	\$610.00	-\$610.00					
8" x 2' F x F	-1	\$635.00	-\$635.00					
8" Flange 90	-1	\$310.00	-\$310.00					
Link Seal	-1	\$85.00	-\$85.00			2050.00	40.00	
Core drill	-1		400.00			\$250.00	-\$250.00	
Gasket & Bolts	-4	\$15.00	-\$60.00					
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	****							
		-						
					<b></b>			
					1			
					<u> </u>			
TOTALO			60.005.00		6000.00		6350.00	
TOTALS			-\$2,285.00		-\$832.00		<i>-</i> \$350.00	



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
September 17, 2024

COST PROPOSAL NO.:

029

TO:

Vissering Construction

ISSUED BY:

Dominic Gattone, P.E.

### **DISTRIBUTION**

Tony Marzetta, Project Manager

Vissering Construction (Contractor)

Mike Eulitz

City of Crest Hill

Dominic Gattone, P.E.

Strand Associates, Inc.®

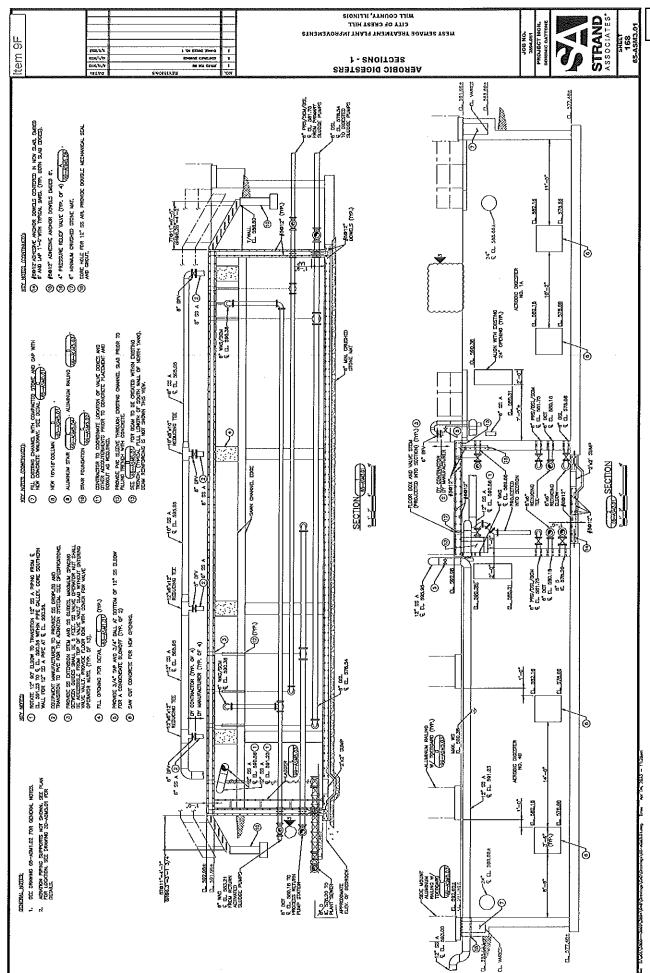
Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

The intent of this cost proposal request is to eliminate the drain valve, wall core, and associated drain piping from the northwestern-most aerobic digester.

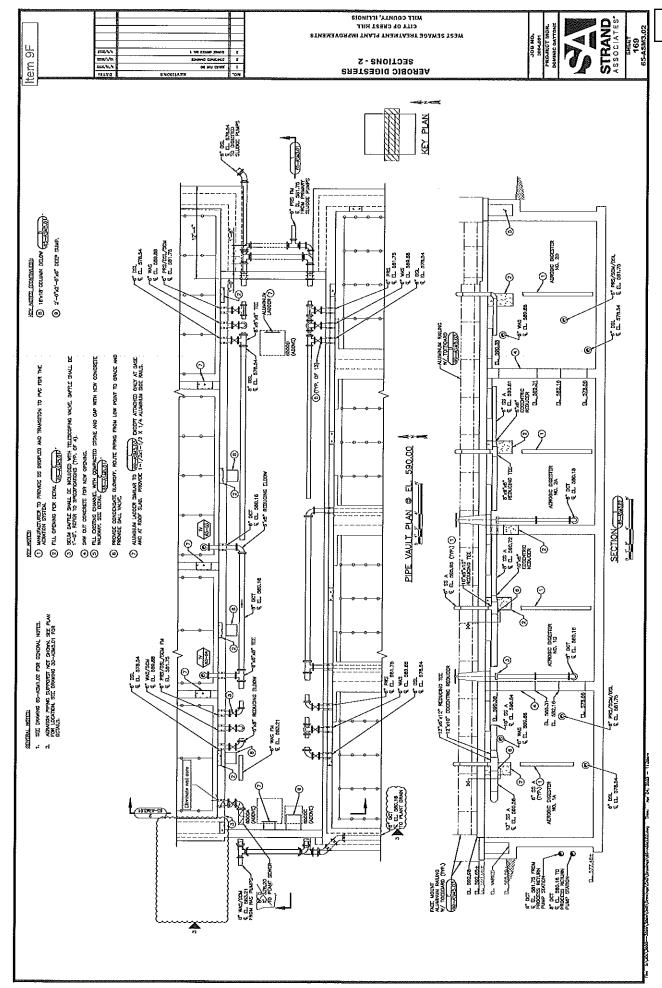
### **DESCRIPTIONS AFFECTING THE DRAWINGS**

029-01 See attached red line drawings.

Item 3.



Item 3.



Memo



**Public Works Department** 

City of Crest Hill

Date:

8/13/2025

Submitter:

Julius Hansen, Interim Director of Public Works

Department:

Public Works

Agenda Item: | Approval of 2025 Tree Planting Program

## Summary:

Public Works in conjunction with The Fields on Caton Farm, Inc are planning to conduct the City of Crest Hill Tree Planting Program in the Fall of 2025. The plan is to solicit residents that would like to have a tree planted on their property and the city will pay for half of the total cost, Once the resident has submitted an application and included their contribution of half of the cost of the tree their location will be noted on a spreadsheet. Locations will continue to be added to the list until the maximum number of 37 is reached by the deadline of September 22,2025. Then the spreadsheet is sent to The Fields on September 26, 2025. They will plant the trees in October as specified by the residents and public works.

### Recommended Council Action:

Approval of the Tree Planting Program

### **Financial Impact:**

Public Works has budgeted approximately \$6000 for tree planting in the 2025/26 fiscal year budget. This would allow a maximum of 37 trees to be planted if the village funded half the cost of each tree. If less than 37 trees are requested by residents in the 50/50 program then the remaining trees will be planted on city property at various locations at 100% cost to the city. In the past approximately 20 trees were planted on residents property.

Attachments: Memo, Tree Planting Application, Forestry Program Guidelines



# City of Crest Hill Forestry Program Guidelines

The City of Crest Hill is proud to continue its Forestry Program, designed to promote community reforestation and enhance neighborhood beautification. Through this program, residents are invited to participate in a cost-sharing opportunity, where the City will contribute 50% toward the purchase of a new tree for eligible properties. The following guidelines outline the details and requirements of the program.

- Applications will be accepted on a first come, first served basis, regardless of applicant's ward, until allocated funds are exhausted for the 2025-2026 fiscal year.
- 2. The City of Crest Hill will pay up to \$162.50 (50% of the cost as provided by The Fields) toward the purchase of a tree in cooperation with the homeowner.
- 3. One tree will be allowed per household/address.
- 4. Homeowners and nonprofit groups will have the opportunity to participate in this program. If demand exceeds available funding and applications are received simultaneously, a lottery system will be used to determine priority.
- 5. To maximize community participation, individuals who received a tree in the previous year are not eligible for the current year.
- 6. Trees will be planted on property by the landscaper (The Fields). **NO** tree will be planted in the parkway. The one-year guarantee will be in effect directly between the homeowner and the landscaper.
- 7. The homeowner must pay their portion of the cost in advance before delivery/planting is made.
- 8. The City of Crest Hill is not responsible for any damage or restoration to private property resulting from the delivery or planting of the tree.
- 9. A variety of trees species will be offered. The list and pricing will be updated annually and included with the application materials.
- 10. A sketch showing the approximate placement of the tree must be submitted with the application.
- 11. Once the tree has been paid for, and a planting date is set, The Fields will contact JULIE and underground utilities located. TREES CANNOT BE PLACED OVER ANY UTILITY LINES, INCLUDING WATER AND SEWER LINES.
- 12. Trees shall **NOT** be planted within a 20' radius of utility structures such as manholes, hydrants, valve boxes, and light poles, subject to approval by the Director of Public Works.

If you have any questions regarding the tree program, please contact the Administrative Clerk Kim Linden at (815) 741-5108



NAME:						—
ADDRESS:						
PHONE NUMBER:	WARD:	1	2	3	4	
DATE OF APPLICATION:						

Common Name	Unit Price	Tree Type	Comments	Tree Choice
State Street Maple	\$325.00	Shade Tree	Morton Selection	
Redpointe Maple	\$325.00	Shade Tree		
Armstrong Gold Maple	\$325.00	Shade Tree	Columnar Form	
Northwood Maple	\$325.00	Shade Tree		
Matador Maple	\$325.00	Shade Tree		
Firefall Maple	\$325.00	Shade Tree	Seedless	
Symatree Maple	\$325.00	Shade Tree	Seedless	
Northern Catalpa	\$325.00	Shade Tree		
Northern Sentinel Honeylocust	\$325.00	Shade Tree		
Espresso Kentucky Coffeetree	\$325.00	Shade Tree	Seedless	
Swamp White Oak	\$325.00	Shade Tree		
Regal Prince Oak	\$325.00	Shade Tree	Columnar Form	
Bouldvard Linden	\$325.00	Shade Tree		
Sterling Silver Linden	\$325.00	Shade Tree		
Triumph Elm	\$325.00	Shade Tree	Morton Selection	
Patriot Elm	\$325.00	Shade Tree		
Hotwings Tatarian Maple	\$325.00	Ornamental Tree		
Spring Flurry Serviceberry	\$325,00	Ornamental Tree		
Ivory Silk Japanese Tree Lilac	\$325.00	Ornamental Tree	Morton Selection	

TREE CHOICE: Please indicate your choice with 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>. As there are a certain number of trees, your first choice may not always be available.

# APPLICATIONS DUE BY SEPTEMBER 22, 2025

City of Crest Hill Public Works 2090 Oakland Ave Crest Hill, IL 60403 (815)741-5108



Name and Title

### 50/50 TREE PROGRAM LOCATION OF TREE

Please draw a rough sketch below to indicate placement of the tree on your property. FOR OFFICE USE ONLY Date Paid: Date Received: Date forwarded to PW: \_\_\_\_\_ Clerk's Office Initials: Approved by Public Works: Date Signature



Crest Hill, IL

Meeting Date: August 25, 2025

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Consent Agenda Discussion

**Summary:** Staff from Administration and the Clerk's Office reviewed our neighboring communities' agendas, as well as the agendas of few other communities that are in the Grand Prairie Water Commission. All of these towns already have and use consent agendas.

On Monday, staff will walk through how items are included under the consent agenda portion, as well as what is needed to pull an item for discussion. (Hint, instead of requiring two Council members to pull an item for discussion, staff is recommending that only 1 Council member is needed. Thus, if a Council member wants to talk about an item, they simply request it be pulled from the consent portion.)

**Recommended Council Action:** Discuss and approved the updated agendas for consideration on September 2, 2025.

#### **Financial Impact:**

Funding Source: N/A
Budgeted Amount: N/A

Cost: Staff time.

Attachments: Sample City Council Agenda and Sample City Council Work Session Agenda



## **Regular City Council Meeting Agenda**

Crest Hill, IL DATE 7:00 PM

Council Chambers - 20600 City Center Boulevard, Crest Hill, IL 60403

- 1. OPENING OF MEETING
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. CITIZEN/SPECIAL REQUEST/PUBLIC HEARINGS
- 5. PUBLIC COMMENT FOR AGENDA ITEMS ONLY: (Limit 3 minutes per person)
- 6. CONSENT AGENDA: (All items on the Consent Agenda are considered routine by one motion. These items will not be separately discussed unless an Alderperson so requests, in which event the item will be removed from the Consent Agenda and considered separately.)
  - A.
  - B.

### 7. REPORTS & COMMUNICATIONS FROM DEPARTMENTS & ELECTED OFFICIALS

- **A.** City Attorney:
- **B.** City Adminsitrator:
- **C.** Public Works Department:
- **D.** City Engineer:
- **E.** Community Development:
- **F.** Police Department:
- **G.** Mayor's Report:
- **H.** City Clerk's Report:
- **I.** City Treasurer's Report:

- 8. UNFINISHED BUSINESS:
- 9. NEW BUSINESS:
- 10. COMMITTEE/LIAISON REPORTS:
- 11. CITY COUNCIL COMMENTS:
- 12. PUBLIC COMMENT: (Limit 3 minutes per person)
- 13. EXECUTIVE SESSION: If Called by the Council for a Good Cause
- 14. ADJOURNMENT:

# **City Council Work Session Age**

Item 5.

Crest Hill, IL DATE 7:00 PM



Council Chambers - 20600 City Center Boulevard, Crest Hill, IL 60403

#### **MAYOR**

1. Codification of Deputy Liquor Commissioner Salary

#### **CLERK**

1. Community Garage Sale Discussion

#### **TREASURER**

No Agenda Items for Discussion

#### **CITYADMINISTRATOR**

- 1. A Resolution Designating and Appointing City Administrator Blaine Wing as the Alternate Delegate to the Technical Advisory Committee (TAC) to the Grand Prairie Water Commission
- 2. Discussion of Recruitment Firms for Public Works Director Search

### ECONOMIC DEVELOPMENT DEPARTMENT

No Agenda Items for Discussion

#### **ENGINEERING DEPARTMENT**

- 1. Approving a Supplemental Resolution for Improvement Under the Illinois Highway Code for Section No 19-00051-01-MS in the amount of \$9,199.00
- 2. Approving a Resolution for Improvement Under the Illinois Highway Code for Section No 23-00056-00-TL in the amount of \$676,488.75

3.

#### **FINANCE DEPARTMENT**

No Agenda Items for Discussion

#### **POLICE DEPARTMENT**

No Agenda Items for Discussion

#### PUBLIC WORKS DEPARTMENT

- 1. West STP Vissering Pay App #30
- 2. East STP Emergency Purchase and Service
- 3. Well #4 Out of Service

#### <u>PUBLIC COMMENT</u>(Limit 3 minutes per person)

**EXECUTIVE SESSION:** 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

Note: If any agenda topic has not been fully discussed, it will be continued at the City Council meeting.



Crest Hill, IL

Meeting Date: August 25, 2025

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Public Comment Policy & Procedure

**Summary:** Staff from Administration have been working with the City Attorney and will have information to share with Council and the public on Monday.

Recommended Council Action: Discussion only

**Financial Impact:** 

Funding Source: N/A
Budgeted Amount: N/A

Cost: Staff time.

**Attachments:** 



Crest Hill, IL

Meeting Date: August 25, 2025

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Closed Session Policy Discussion

**Summary:** Staff from Administration have been working with the City Attorney and will have information to share with Council and the public on Monday.

Recommended Council Action: Discussion only

**Financial Impact:** 

Funding Source: N/A
Budgeted Amount: N/A

Cost: Staff time.

**Attachments:** No attachments



Crest Hill, IL

Meeting Date: | August 25, 2025

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Winter Fest 2025

**Summary:** Staff met with Mayor Soliman and Councilmember Gazal to start planning for the 2025 Winter Fest. While details are still being finalized, the event will take place on Saturday, December 6<sup>th</sup> starting at 3:00 p.m.

Currently, a new parade route has been discussed. How to solicit sponsor, as well as a flyer to promote and advertise this year's event.

**Recommended Council Action:** Discussion only

#### **Financial Impact:**

Funding Source: N/A
Budgeted Amount: N/A

Cost: Staff time.

**Attachments:** No attachments



Crest Hill, IL

**Meeting Date:** | 8/25/25

**Submitter:** Don Seeman

**Department:** Building Department

**Agenda Item:** Purchase Permanent Holiday Lighting for Exterior of City Center and Police

Department

**Summary:** In the past the City has paid approximately \$6,000.00 per year for temporary exterior lights on the City Center for the Christmas Holiday during a period of time in November and December. Attached you will find 3 quotes for a permanent solution for lighting on the exterior of the City Center and Police Station. These lights will be able to be used throughout the year for a multitude of Holidays and monthly campaigns.

**Recommended Council Action:** Approval of the purchase of permanent exterior Holiday Lights for City Hall and Police Department

### **Financial Impact:**

**Funding Source:** General Fund

**Budgeted Amount:** 

**Cost:** Up to \$33,000.00

#### **Attachments:**



9925 W. 143<sup>rd</sup> Street, Orland Park, IL 60467 708-351-4526 630-448-4526 Jbarker1099@nitelightsofchicago.com

**Date:** 08/15/2025

#### To:

Don Seeman
Building Commissioner
City of Crest Hill
dseeman@cityofcresthill.com
815-741-5106

**NiteLights Holiday Lighting**, an authorized dealer of Jellyfish Lighting TM ("Contractor") looks forward to working with you (the party listed in the Proposal) during the installation process of your lighting system. By agreeing to this Custom Installation Agreement ("Agreement") you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the "Parties" or individually as a "Party".

1. Scope of Work: Contractor agrees to provide the materials and/or services ("Work") according to the pricing and terms outlined in the following Proposal and this Agreement.

# FRONT OF CITY HALL STRUCTURE AND PARTIAL SIDES IN ACCORDANCE WITH SKETCH PROVIDED BY CUSTOMER

#### : Approximately 1,111 Linear Feet

Qty	Description	
160 Count Jellyfish Front Standard Track	Standard Track /7.5 <sup>2</sup> / Gray	
480 Count Jellyfish Track Bracket and hardware	Bracket and Hardware for Track / Gray	
2 Jellyfish Pro 2 Controller	Jellyfish Pro 2 Controller	
3 Jellyfish, Secondary Power Supplied	Jellyfish Power Supply	
5.7 Jellyfish Light Strand	Jellyfish Lights Strand/ 37.5'/ 4 wire	
500 feet of 16/4 cable	4 wire cable from controller to lights approx.	
4 Jellyfish Receivers	Jellyfish Receiver	
1,111.00 linear feet	Labor for complete installation of Jellyfish product.	
PRICE FOR MATERIALS AND LABOR: \$30.00 a linear foot	\$33,330.00	
MUNICIPAL DISCOUNT	\$4,000.00 (Includes village giving 5 star google review and referring Nitelights to other municipalities	
TOTAL	\$29,330.00	

1

118



Vivid Outdoor Lighting
13715 Lakeshore Court | Manhattan, Illinois 60442
815-715-8980 | vividoutdoorlights@gmail.com | www.vividoutdoorlighting.com

RECIPIENT:

#### **Don Seeman**

20600 City Center Boulevard Crest Hill, Illinois 60403

Estimate #1300	
Sent on	Jul 31, 2025
Total	\$32,647.54

Product/Service	Description	Qty.	Unit Price	Total
				Optional
Track - 3/4" Hat Track (1,184 Raw Feet 7% for cuts etc. +83' Total: 1,267 Linear Feet Color	Track - 3/4" Hat Track to be color matched to the homes soffit/fascia color. Sections consist of 6.5' lengths.	198	\$34.95	\$6,920.10
Timberwolf	1,184 Raw Feet 7% for cuts etc. +83' Total: 1,267 Linear Feet Color Timberwolf			
				Optional
Gemstone RGB-WW Lights Per Bag	<ul><li>9 Lights/string.</li><li>10 daisy chains per bag</li><li>90 Lights/bag. Must be purchased by the bag.</li><li>ETL Certified.</li></ul>	20	\$513.99	\$10,279.80
				Optional
400 Watt Power Kit 12 Volt	400 Watt Power Kit 12 Volt to power the Gemstone System	4	\$320.00	\$1,280.00
	1 - 20 foot standard power cord NEMA5-15P to C13 1 - loom adapter/clamp 1 - 8" loom sleeve			
				Optional
150Watt Power Kit 12 Volt	150 Watt Power Kit 12 Volt to power the Gemstone System	4	\$220.00	\$880.00
	1 - 20 foot standard power cord NEMA5-15P to C13 1 - loom adapter/clamp 1 - 8" loom sleeve			
				Optional
Hub Controller	The Gemstone Lights HUB Controller provides the ultimate in quality, flexibility, and upgradeability. The Controller functions using both WiFi & Bluetooth connectivity to provide the ultimate control for your lighting system.	8	\$180.00	\$1,440.00



Vivid Outdoor Lighting
13715 Lakeshore Court | Manhattan, Illinois 60442
815-715-8980 | vividoutdoorlights@gmail.com | www.vividoutdoorlighting.com

Product/Service	Description	Qty.	Unit Pric	e Total
				Optional
14/2 Stranded Cable 500'	14/2 Stranded Cable is used as a power injection line to compensate for the voltage drop across the track light system. Please see the installation section for more information on proper boosting methods.	6	\$185.0	\$1,110.00
				Optional
Cable Extension	Gemstone Lights Cable Extension packs are used when jumps between Track Lights have to be made. Cable extensions come in a variety of different sizes from 1 to 20 feet. All extensions have a compression fit waterproof connector on each end. Various sizes are needed to complete a job.	2	\$280.0	90 \$560.00
				Optional
Split Loom	Loom / 50' in White/Black option	4	\$27.5	\$110.00
				Optional
Colored Screws Grey	Color matching screws for the track system #6X5/8	8	\$11.5	50 \$92.00
				Optional
Labor For Gemstone	Labor for the Gemstone project. We typically charge a 60% to material basis for the labor cost. Project should take 3-5 full days for completion. This product comes with a 15 year warranty and we also give 3 years of service for free for any required service calls if need be.	1	\$13,603.1	4 \$13,603.14
		S	ubtotal	\$36,275.04
	D	iscount (	(10.0%)	- \$3,627.50

			4
2	٥f	2	 - 1

\$32,647.54

Total

Item 9.



# **Vivid Outdoor Lighting**

13715 Lakeshore Court | Manhattan, Illinois 60442 815-715-8980 | vividoutdoorlights@gmail.com | www.vividoutdoorlighting.com

#### **Reviews**

Daniel Darby	Ron	Jeffrey Pietrzyk
****	****	***
This company was so easy to work with. The communication was top notch. Any questions or concerns I had were addressed quickly. DJ and his crew installed some peak lights for us and they look incredible. They were very efficient and cleaned up after they were done. Definitely	Nick and crew did an excellent job. I would recommend the company for my lighting issues	

\*\* All fixtures and transformers are warrantied for life, except if purchasers account is not paid, or damages are caused to material by animals, insects, vandalism, acts of God, wind, and drought. All outdoor lighting projects have a 1 year 100% warranty on all LED bulbs and labor. After the following year we offer an affordable maintenance package with many benefits to make sure your outdoor lighting project is running the same as the day it was installed. All agreements and deadlines are contingent upon weather conditions. If paying with a credit card, a 2.7% surcharge will be added due to increased processing costs. Terms: It is mutually agreed upon that all materials furnished shall remain the property of Vivid Outdoor Lighting until all payments are received in full, and Vivid Outdoor Lighting may regain possession of these materials without notice to the purchaser and the purchaser will still be held responsible for all monies due. In the event legal action must be taken to collect the amount shown, purchaser agrees to pay attorney fees, court costs, and all other expenses involved.

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



10206 Clow Creek Road Unit G | Plainfield, IL 60585 630-708-2021 | Info@Brighthouse-Lighting.Com | Brighthouse-Lighting.Com

**RECIPIENT:** 

#### **Crest Hill City Hall Project**

20600 City Center Boulevard Crest Hill, Illinois 60403

Phone: 8156417966

Quote #2326	
Sent on	Jul 02, 2025
Total	\$31,392.00

Product/Service	Description	Qty.	Unit Price	Total
Lights installed on the Front of the Building by the ft.	Lights Installed on the entire West-South-East side of the Building by the ft. This includes all elevations as you can see in the pics attached. Front facing and inward soffit runs, does not include the back side. I will give you a call and explain this. Custom Track Color: Slate Gray	1015	\$32.00	\$32,480.00
Controller Installation 48V	Controller Installed in the garage or utility room near a 120V outlets, Includes Wiring, Labor, App and WiFi Setup. Recommended installation would be one at each end of the building and they will be linked together on the same account and network.	2	\$650.00	\$1,300.00
Power Supply	Secondary Power Supply- needed to boost the power need with over 1000 ft of lights on the entire building.	2	\$450.00	\$900.00
Boom Lift	Scissor Lift needed for Installation of Track and Lights around the outside of the building, 3 days, unless you have one on site we would be able to use.	1	\$200.00	\$200.00

A deposit of \$15,696.00 will be required to begin.

Subtotal	\$34,880.00
Discount (10.0%)	- \$3,488.00
Total	\$31,392.00

Good evening, Don, Updated Quote 7-25-25

Removed the lower level West side, removed the bucket lift, power supply and 2 days of the scissors lift

It was nice meeting you and Blaine last week. I appreciate the opportunity to provide a comprehensive quote for our permanent lighting system. The quote encompasses the South-West-East sides of the building with multiple elevations on each side.

I can tell by our conversation that you and Blaine are forward thinking people and you recognize the importance of savings money and using the lighting system for ALL holidays ALL year long. Why pay for lights over and over every year to only use them for 30-40 days.

The Jellyfish Lighting system offers many benefits and conveniences, but here are a few I'd like to highlight for you:

- 1.) Convenience: Easily adjust lighting from anywhere, eliminating the need to manually switch lights on or off.
- 2.) Customization: Choose colors, brightness, and effects to match different occasions or moods, enhancing the aesthetic appeal.
- 3.) Energy Efficiency: Monitor and control lighting usage to save energy, reducing electricity bills and environmental impage



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- 4.) Scheduling: Set timers or schedules for automatic operation, ensuring your home is well-lit when needed without manual intervention.
- 5.) Remote Access: Control your lighting when you're away from you home or business, enhancing security by simulating occupancy.
- 6.) Integration with Smart Home Systems: Easily integrate with other smart devices for a cohesive home automation experience.
- 7.) Event Planning: Quickly adapt lighting for parties, holidays, or gatherings, creating the desired ambiance effortlessly.
- 8.) Zoning: gives you the option to play different patterns in different areas of the building. I love this feature for you as you can highlight different departments at different times of the year. Give recognition
- 9.) Local small business, designated to give you 100% support.

Thank you once again for your time and interest. I look forward to your response.

https://www.brighthouse-lighting.com/

Best Regards,

Scott Mills Owner-Brighthouse Lighting Co. 630-708-2021

Contractor: Brighthouse Lighting Co. 10206 Clow Creek Rd.-G Plainfield, IL 60585 Ph- (630) 708-2021

Customer: Name in Estimate

Brighthouse Lighting Co., an authorized dealer of Jellyfish Lighting TM ("Contractor") looks forward to working with you (the party listed in the Proposal) during the installation process of your lighting system. By agreeing to this Custom Installation Agreement ("Agreement") you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the "Parties" or individually as a "Party".

1. Scope of Work: Contractor agrees to provide the materials and/or services ("Work") according to the pricing and terms outlined in the following Proposal and this Agreement. See Estimate for Proposal

Change Order: If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay contractor's reasonable costs and expenses incurred in complying with Customer's requests under the same payment terms detailed herein. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.

- 3. Proposal Terms and Conditions: Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:
- a. Expiration of Proposal. The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered to Customer.
- b. Additional Charges. Programming, setup, installation, or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings. Customer agrees to pay a customization fee in the event the Customer seeks an available program other than the default settings. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
- c. Customer Furnished Equipment. Contractor is not responsible for the performance,



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integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.

- 4. Payment: No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.
- 5. Payment Schedule: The "Payment Schedule" is as follows:
- a. Fifty percent (50%) of total price of the Work in the Proposal is due upon signing this Agreement ("Deposit Payment"); and
- b. Fifty percent (50%) of total price of the Work in the Proposal is due after installation of the Work ("Final Payment").
- 6. Authorization of Payment: Notwithstanding part 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment, and Customer agrees to allow Contractor to charge the Final Payment one day prior to the commencement of the Work. If Contractor is unable to process the credit card payment prior the commencement date of the Work, Contractor is its sole discretion can reschedule the date the Work is to begin. 7. Invoice: Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change
- 7. Invoice: Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.
- 8. Late Payments: For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").
- 9. Customer Training: Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either, (a) paying \$150 for an on-site, in-person training by Contractor, or (b) scheduling a demo and training at a Brighthouse Lighting Co. address at no additional cost.
- 10. General Terms and Conditions: Customer acknowledges receipt of pages 4 and 5 of this Agreement containing the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.
- 11. Warranty: Contractor agrees to provide the warranties listed herein to Customer according to the terms below, for a period of five (5) years for
- Parts and Labor, to commence upon the either of (i) verification from Customer that the system/Work functions properly, or (ii) completion of installation if Customer is not available to verify with installing technician that the system/Work functions properly (collectively, the "Warranty Period").
- a. Parts and Labor. Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty").
- b. Telephone Support. Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period ("Telephone Support Warranty"). Telephone Support Warranty does NOT cover support for wireless internet (Wi-Fi), Bluetooth, cellphone/tablet connectivity, or other wireless connectivity issues, and Contractor may charge Customer per service request by Customer regarding such issues. After expiration of the Warranty Period, Contractor may charge Customer per call for telephone support calls.
- c. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon final
- payment from the Customer to Contractor
- d. Connectivity not Warrantied. Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the wifi connectivity from the Jellyfish system to any of the customers devices, as none of these devices were supplied by the contractor- even if such lack of connectivity or workability impedes the ability to operate the Jellyfish lighting system.

General Terms and Conditions



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Term: This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement. Work in Process: Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

Other Contracts: Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review, acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

Contract Documents; Conflicting Terms: This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control. Cure Period: If Contractor's Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to 'cover' the Work, Customer agrees to state in writing the nature of Contractor's inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

Delays: Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

Third Parties: Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

Liens: Contractor reserves the right to file preliminary notices and liens for non-payment to the fullest extent permitted by law.

Adequate Assurances: Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its Work.

Termination and Breach: Without Cause. The Parties acknowledge and agree that neither



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Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. With Cause. Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement. Incompatible Structures: Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

Method of Terminating: If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for the termination and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

Contractor Services: Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

Survival of Obligations: If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

Remedies: In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, interest at the rate of 1.5% per month (compounded monthly), all expenses, including a 25% collection charge on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest and lastly to principal.

Title of Equipment: Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer.

Insurance: Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer's property resulting from the conduct of this Agreement.

Indemnity: Customer shall hold Contractor and its agents harmless and indemnify Contractor and its agents from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

Liability: Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor's conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

Limitation of Liability: IN NO EVENTSHALL JELLYFISH BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST



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PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

Waivers: Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due. Indemnity from Subcontractors: Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

Relationship of Parties: In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

Other Work: Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer. Notices: All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: Sales, Brighthouse Lighting Co.

Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right or affect the validity of this Agreement or any order relating thereto. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

Governing Law: Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement, or the Work shall be resolved by the appropriate State and Federal Courts located in the County of Will, in Plainfield. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Illinois and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work. Acceptance of Terms: If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

Interpretation: All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

Attorney's Fees: In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to other wise enforce any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs. Liability Exclusions: Contractor shall have no liability for damage or injury to any of Customer's property unless it was the result of the reckless conduct of Contractor's employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefore.

Time of Completion: The Contractor agrees to install the Work in a commercially reasonable timeframe.

Invoicing Disputes: Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the delivery of the equipment. Customer's failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charge as outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer



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does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

Access to Property: Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor's agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer's relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

Payments Received: Customer agrees that all funds owed to Contractor, but received Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks or any negotiable instruments that may imply otherwise.

Facsimile Signatures and Counterparts: This Agreement may be signed via facsimile or email and in one or more counter parts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirm active email or electronic consent (e.g. "I agrees", "Yes", "I approve", or "I accept") to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

Español: Si necesita este contrato en español, por favor notifiquea su representante deventas y una copia leserá proporcionada antes de firmar.

Larger Print: To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request. Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.

This quote is valid for the next 30 days, after which values may be subject to change.



Crest Hill, IL

Meeting Date: August 25, 2025

**Submitter:** Blaine Wing, City Administrator

**Department:** Administration

**Agenda Item:** Discussion-Recommending Approving a Public Works Director Recruitment Firm

**Summary:** Following presentations from the two (2) finalists, staff have been contacting references. Comments have been positive for both firms and staff is comfortable with either firm overseeing the recruitment for the City's next Public Works Director.

On Monday, staff will present a matrix highlighting the strengths and weaknesses of each firm, as well as the overall costs.

**Recommended Council Action:** Discussion only. Decision will be made on 9/2/25.

#### **Financial Impact:**

Funding Source: General Fund

**Budgeted Amount:** Not budgeted, but funds are available.

**Cost:** Estimated costs will be discussed on Monday.

**Attachments:** No attachments