



City Council Work Session

Crest Hill, IL

February 09, 2026

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

MAYOR

CLERK

1. Community Room Policy

TREASURER

CITY ADMINISTRATOR

1. Determining which Council Member Requests will be Discussed

ECONOMIC DEVELOPMENT DEPARTMENT

ENGINEERING DEPARTMENT

1. A Resolution approving a Construction Engineering Agreement for East and West Receiving Stations Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$1,129,850.00.
2. A Resolution approving a Construction Testing Agreement for East and West Receiving Stations Improvement by and Between the City of Crest Hill, Will County, Illinois and Rubino Engineering, Inc. for an amount of \$26,335.00.
3. Resolution Approving Professional Engineering Service agreement for a City-Wide Multi-Use Path Study-Phase 1 by and between the city of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for an amount of \$48,500.00.
4. Resolution Approving an Agreement for Design and Related Services for the Eastern and Western Receiving Sites at Grand Prairie Water Commission (GPWC) Delivery Points by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. to Increase the Contract Amount to \$720,500.00.
5. 2027 Budget Capital Projects Discussion-Direction to be provided by Council.

POLICE DEPARTMENT

PUBLIC WORKS DEPARTMENT

1. Approval of Change Order No. 10 from Vissering Construction Inc. with the direction to send it to the IEPA for approval. Change Order will increase the amount of the contract to \$49,695,708.00
2. Approval of the Purchase of a new RAS pump for the East Wastewater Treatment Plant from Metropolitan Industries Inc. in the Amount of \$56,179.00.
3. Approval of the purchase of a new motor for the Oxidation Ditch for the East Wastewater Treatment Plant from Komline Sanderson in the amount of \$25,000.00
4. Discussion of Public Works Re-Organization

PUBLIC COMMENT(Limit 3 minutes per person)

EXECUTIVE SESSION:

1. 5ILCS 120/2 (c)(2): Collective negotiating matters between the public body and its employees or their representative, or deliberations concerning salary schedules for one or more classes of employees.

ADJOURNMENT

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.

City of Crest Hill Community Room Use Policy

Purpose

The Community Room adjacent to the City Hall Council Chambers is available for use by civic, cultural, educational, and non-profit groups. Municipal business and official government functions take priority.

Use of the Community Room does not necessarily constitute sponsorship or endorsement by the City of Crest Hill of the individual, group, or organization's mission or beliefs. The City does not discriminate based on race, national origin, religion, gender, sexual orientation, age, political affiliation or physical limitation in making the Community Room available pursuant to the designated eligibility requirements as stated in this policy.

Eligibility

Reservations for use of the Community Room are on a first-come, first-serve basis and must be reserved no later than seven (7) days in advance of the requested date by contacting the City Clerk's office. A calendar showing reservations shall be kept by the City Clerk's office with the date the reservation request was received and approved by the City Clerk or Deputy Clerk.

Priority will be given to the following:

1. City government meetings and events
2. Other government agencies
3. Local nonprofit and civic organizations
4. Resident-hosted community events (only as approved by the City Council)

The Community Room is not available for private social events, commercial/for-profit activities, religious activities or groups, or for partisan political activities.

Reservation Process

- A written reservation request must be submitted to the City Clerk at least seven (7) days in advance of the requested date.
- The individual submitting the reservation request must be at least 18 years of age and provide, when requested, proof of residency or a group or organization's status.
- The City Clerk shall determine eligibility for all reservation requests other than those submitted by a resident(s) for a community event, which requests will be presented to the City Council for consideration and approval.
- If the requestor is eligible and the requested date is available, the Clerk shall place the reservation on the official City Calendar with the written request and the date of same.
- The City reserves the right to cancel or reschedule the reservation, upon reasonable notice, to accommodate official Crest Hill business, or due to unforeseen circumstances.

Fees; damage/cleaning deposit; Insurance

- There is no rental fee required for use of the Community Room by eligible groups.

- A refundable cash or credit card deposit of \$100.00 must be placed with the City Clerk's office to cover cleaning costs or damage to the Community Room. The requestor is responsible for cleaning up and placing all trash in the designated containers. Upon inspection by the City's Public Works staff following the event, the deposit will be refunded.
- If the City determines that there is damage to the Community Room or inadequate cleanup requiring additional cleaning or maintenance, some or all of the deposit may be forfeited.

Hours of Availability

The Community Room shall be available for use during the following hours:

- Mondays: 8:00 a.m.-5:00 p.m.
- Tuesday-Fridays: 8:00 a.m.-8:00 p.m.
- Saturdays: 9:00 a.m.-5:00 p.m.

The Community Room is not available for use on Sundays and City holidays.

Rules & Restrictions

- Violations of any of these Rules & Restrictions or any other federal, state, or local laws, ordinances or policies shall be subject to immediate termination of the reserved event and may result in future reservation requests being denied.
- Illegal substances, alcohol, smoking, and gambling are strictly prohibited.
- Tables and chairs will be set up by the City and shall not be changed or re-configured by the user.
- Kitchen facilities are available for use, but the user is responsible for cleaning all kitchen appliances including the microwave and refrigerator. All counter surfaces and tables must be wiped down and returned to the condition in which they were found.
- No admission fees, ticket sales, or fundraising is allowed unless pre-approved by the City.
- The individual, group or organization making the reservation assumes liability for all damages to the Community Room.
- The individual submitting the reservation must always be present during the event for which the reservation was requested.
- The requestor and/or group reserving and using the Community Room is solely responsible for the behavior, well-being and safety of all meeting participants.
- All individuals, groups, or organizations using the Community Room must adhere to all fire and safety regulations including but not limited to following the maximum occupancy limits for the Community Room, which is **35 with tables and 145 without**.

- The requester, group or organization using the Community Room is at all times responsible for providing adequate adult supervision of any minors who are in the Community Room during any reservation.
- Reservations are not transferable to another person, group or organization.
- The City is not responsible for any equipment, supplies, materials or personal property owned or belonging to any individual, group, organization, or attendee of any meeting held in the Community Room.

Liability & Enforcement

- The City reserves the right to require additional security for the duration of any reservation depending on the nature of the event or based on high occupancy. The cost of any required security will be the sole responsibility of the requesting individual, group, or organization.
- The individual, group, or organization making the reservation agrees to allow City Staff, including City of Crest Hill Police Officers, to enter the Community Room without prior notice during the reservation period to determine compliance with this policy.
- The reservation of the Community Room does not include the use of any other portion of City Hall, nor does it include the exclusive use of the City Hall Foyer area or the City Hall parking lots.
- Any individual, group, or organization reserving the Community Room must execute a written indemnity agreement in which the individual, group, or organization agrees to defend, indemnify and hold harmless the City of Crest Hill, its elected officials, officers, employees and agents from any and all liability, for bodily injury, (including death), damage to property, personal injury. claims, demands, losses, damages, costs and expenses (including any attorney's fees, litigation costs, and expert fees), and from any litigation arising out of, or alleged to arise out of the use of the Crest Hill Community Room, except for loss or damage resulting from the willful and wanton conduct of the City and its employees or agents. Nothing contained herein is intended to limit the City's right to assert any defenses, including tort immunity defenses. it may have by statute, rules, regulations, or other laws of the State of Illinois.
- The individual, group, or organization reserving the Community Room shall be responsible for immediately notifying the City Administrator, in writing of any injury or claim that arises from the use of the Community Room pursuant to the Requestor's reservation.
- The individual, group, or organization making the reservation must maintain during the full duration of the reservation period, a policy of Liability Insurance with a minimum limit of \$ _____ (\$ _____.00) for each occurrence and \$ _____ (\$ _____.00) in the aggregate. The individual, group, or organization making the reservation shall furnish to the City, prior to the start of the

reservation period, a Certificate of Insurance naming the City of Crest Hill, its officers, employees, elected officials, and agents as additional insureds. The policy must provide that it may not be canceled without 30 days' written notice to the City.

- Failure to provide the required Insurance Coverage or required Certificate of Insurance will result in either denial of access to the Community Room until the insurance is procured and/or Certificates of Insurance being provided, or cancelation of the reservation. The insurance coverage required by this section shall be provided by an insurance company licensed by the State of Illinois with a Best's Insurance rating of A or better.

DRAFT



Agenda Memo

Crest Hill, IL

Meeting Date:	February 9, 2026
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Determining which Council Member Requests will be Discussed

Summary: To assist staff if it is City Council's desire to discuss items that have been shared, staff are requesting a straw poll on each item. A YES vote would mean that a Council member wants staff to spend time, money, and/or resources working on bringing this item to a future work session for Council's consideration. MAYBE would indicate that this item could be brought forward in the future, if there is enough support. And finally, a NO vote would remove the item from the list and staff would not spend time, money, or resources on it – at least until at least two (2) Council members request that it be brought up again for Council's consideration.

Recommended Council Action: Following the February 9th work session meeting, staff suggest that a two (2) Council member rule be agreed to in order to have a topic discussed in the future. As such, during a meeting a Council member would simply bring up an idea or topic and then 2nd Council member would be needed to support it. Thus, going forward Council member requests will be documented, the requestor would be clearly known, and at times the reason(s) why the topic or ideas is requested is publicly shared.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No

Attachment: Possible Items/Topics to be Discussed

Possible Items/Topics to be Discussed List

Yes | Maybe | No

1. Discuss having all items discussed or presented have the relevant elected official's name clearly indicated to the item/topic for discussion?
2. Discuss purchasing certain physical properties? (This would be done in closed session.)
3. Discuss annexing certain properties? (This would be done in closed session.)
4. Discuss changing the pay of City Council members? (For future.)
5. Discuss changing the pay of and the Treasurer position? (For future.)
6. Discuss changing the Treasurer position from being elected to appointed? (This would require a referendum and vote of the residents.)
7. Discuss changing the Clerk position from being elected to appointed? (This would require a referendum and vote of the residents.)
8. Discuss changing the Mayor position from being elected to appointed? (There is no statutory authority for a city to convert the mayor's office into a permanently appointed position. Key statute: 65 ILCS 5/3.1-15-5 – "In all cities incorporated under this Code there shall be elected a mayor...")
9. Discuss building and maintaining Weber Road at City Blvd. Landscape Medians? (Building and maintenance costs could be estimated, if desired.)
10. Discuss code violation enforcement policy? (Complaint driven, proactive, etc.)
11. Discuss city-wide storm drainage issues and possible solutions?

If any items or topics are missing, please let Blaine know as soon as possible.



Agenda Memo

Crest Hill, IL

Meeting Date:	February 9, 2026
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Engineering Agreement for East and West Receiving Stations Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$1,129,850.00.

Summary:

The construction of the new East and West Receiving Stations required for the switch to the new water supply provided by the Grand Prairie Water Commission did make the 2026 IEPA intended funding list. In order to keep our current schedule and to have all paperwork completed for the loan submittal all required contracts will need to be approved by the city prior to final loan issuance.

To have construction engineering services included as a qualifying expense of the loan we need to submit an executed construction testing agreement with our request for funding.

Attached is a proposal for construction engineering services for the construction of the East and West Receiving Stations.

Strand Associates, Inc. has been requested by staff to perform full-time construction inspection on this improvement. Some of the tasks they will be performing are documentation of work completed, reviewing and approving shop drawing, reviewing contractor pay requests, attendance at field meetings and preparing minutes of these minutes, coordinate the project with the owner and businesses of the shopping center and performing inspection for compliance to ensure project is built according to the approved plans.

Staff have reviewed and are recommending approval of the attached Agreement with Strand for Construction Engineering for the East and West Receiving Stations.

Recommended Council Action:

A Resolution approving a Construction Engineering Agreement for East and West Receiving Stations Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$1,129,850.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: Will be Included in the 2027 budget and will be funded through an IEPA loan. (18 Million)

Cost: \$1,129,850.00

Attachments:

Resolution-CE Services Receiving Stations

Exhibit A-Eastern and Western CE Agreement.NFS to Owner.

RESOLUTION NO. _____**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR EAST AND WEST RECEIVING STATIONS IMPROVEMENT BY AND
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND
ASSOCIATES, INC. FOR AN AMOUNT OF \$1,129,850.00**

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

WHEREAS, Strand Associates, Inc. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the East and West Receiving Stations Improvement (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 East and West Receiving Stations Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$1,129,850.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

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

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

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

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

[Intentionally Blank]

PASSED THIS 16TH DAY FEBRUARY, 2026.

	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 16TH DAY OF FEBRUARY 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



NFS TO OWNER

Strand Associates, Item 1.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

January 9, 2026

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60402

Attention: Honorable Mayor Raymond R. Soliman

Re: Agreement for Construction-Related Services
Eastern and Western Receiving Stations

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide construction-related engineering services (Services) for the Eastern and Western Receiving Stations project designed by ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Grand Prairie Water Commission (GPWC) Assistance During Construction

Assist OWNER for up to 32 hours a month for six months with construction-related questions for the GPWC construction projects that are being constructed concurrently with the Eastern and Western Receiving Stations project adjacent to or being constructed on the area of site for the Eastern and Western Receiving stations project.

Eastern and Western Receiving Stations

Construction-Related Services

1. Review contractor's initial schedule of values and list of subcontractors and suppliers.
2. Attend one preconstruction conference with contractor and OWNER. Prepare minutes and distribute to attendees.
3. Attend up to **24** construction progress meetings. Prepare minutes for each meeting and distribute to attendees.
4. Review contractor's schedule each month for up to **24** months.
5. Review and respond to up to 50 contractor requests for information.
6. Prepare up to 50 cost proposal requests, field orders, work change directives, and up to ten change orders and provide to contractor and OWNER for potential changes in scope of work, if appropriate. Review contractor-provided responses to cost proposal requests, field orders, and

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work change directives and provide comments, as appropriate. Discuss responses with OWNER and provide change orders to OWNER for approval.

7. Review up to three iterations of shop drawings and one manufacturer-provided operation and maintenance (O&M) manual. Additional reviews shall be considered additional Services.
8. Assist OWNER in preparing monthly Illinois Environmental Protection Agency (IEPA) requests for loan disbursement during construction. Submit the monthly requests to OWNER and IEPA for IEPA loan disbursement electronically.
9. Provide support for field issues brought to the resident project representative (RPR).
10. Attend one factory acceptance test (two personnel for up to five days) for electrical and controls equipment.

RPR Services

1. Provide RPR services for up to 30 hours per week for a construction duration of up to 24 months, for a total of up to 3,250 hours of observation of construction.
2. Review construction progress schedules, schedule of shop drawing submittals, and schedule of values prepared by the contractor and discuss monthly with the project manager.
3. Attend the preconstruction conference and up to 24 construction progress meetings.
4. Observe specified tests, equipment, and system start-ups associated with the project.
5. Consider, review, and report contractor's requests for clarifications or modifications, as appropriate.
6. Assist in preparing a list of items to be completed or corrected by contractor for substantial completion and final completion.
7. Review up to 24 monthly pay request items from contractor.
8. Gather geographic information system (GIS) points, where possible and applicable, on the top of each available fitting, valve, fire hydrant, deflection of water main pipe, and service connection. Provide GIS data every 100 feet for straight runs of water main pipe (where possible) installed for sanitary and storm sewer through open cut methods. For water main installed through trenchless technologies, provide GIS data only at those points where installed water main is excavated for service connections, at fire hydrant connections, or in valve vaults. Gather GIS points as referenced above and provide to OWNER.

Start-up and Training

Observe contractor-arranged manufacturer start-up and training services including, but not limited to, the following systems associated with the work:

1. Booster pumps.
2. Chemical addition system.
3. Supervisory control and data acquisition (SCADA) system.
4. Heating, ventilation, and air conditioning system.
5. Provide up to 80 hours to review the installed SCADA system functions for general conformance with the control descriptions in the Contract Documents.

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Contract Closeout

1. Conduct one final completion review with OWNER and contractor. Prepare a list of items to be completed or corrected.
2. Prepare final disbursement and closeout paperwork for the IEPA low interest loan.
3. Prepare record drawings based on contractor's markup drawings and GIS data gathered by ENGINEER. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. Record drawings from contractor presented as marked up portable document format (PDF) files will be left as such and will not be converted into AutoCAD form. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.
4. Prepare an O&M Manual:
 - a. Organize manufacturer-provided O&M manuals.
 - b. Provide written O&M manual and equipment O&M manuals in three-ring binders or a bound book, depending on OWNER's preference. Prepare and provide up to three hard copies and one electronic PDF file of the O&M manual.
5. Provide a flash drive containing the following:
 - a. O&M manual (prepared by ENGINEER).
 - b. Manufacturer's O&M manuals.
 - c. Manufacturer's warranties.
 - d. Final shop drawings.
 - e. Manufacturer training session presentations.
 - f. Record drawings.
 - g. Technical specifications.
 - h. **GIS data gathered by ENGINEER.**

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Bidding-Related Services: Any services involved in performing bidding-related services.
4. Drawings and Specifications: Design services including drawings and specifications.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

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6. **Review of Product Substitutions Proposed by Contractor:** The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
7. **Revising Designs, Drawings, Specifications, and Documents:** Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
8. **Services Furnished During Readvertisement for Bids, if Ordered by OWNER:** If a Contract is not awarded pursuant to the original bids.
9. **Services Related to Buried Wastes and Contamination:** Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
10. **Unsolicited Media:** Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee as shown in the table.

Task	Fee
GPWC Assistance During Construction	\$42,750
Construction-Related Services	\$410,700
RPR Services	\$581,400
Startup and Training	\$56,700
Contract Closeout	\$38,300
Total	\$1,129,850

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any

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adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of March 2, 2026. Services are scheduled for completion on October 1, 2028.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or

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health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before

City of Crest Hill, Illinois
Page 7
January 9, 2026

the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Audit and Access to Records

Books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program (PWSLP)/Water Pollution Control Loan Program loan work under this Agreement shall be maintained in accordance with generally accepted accounting principles. The IEPA or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

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Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to the above shall be disclosed to the IEPA. The auditing agency shall afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to five years, or both.

United States Environmental Protection Agency (USEPA) Nondiscrimination Clause

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of agreements awarded under USEPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

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USEPA Fair Share Percentage Clause

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWSLP rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

Utilization of Women and Minority Businesses

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. ENGINEER will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under EPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this agreement which may result in the termination or legally available remedies.

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of the USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	February 9, 2026
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Testing Agreement for East and West Receiving Stations Improvement by and Between the City of Crest Hill, Will County, Illinois and Rubino Engineering, Inc. for an amount of \$26,335.00.

Summary:

The construction of the new East and West Receiving Stations required for the switch to the new water supply provided by the Grand Prairie Water Commission did make the 2026 IEPA intended funding list. In order to keep our current schedule and to have all paperwork completed for the loan submittal all required contracts will need to be approved by the city prior to final loan issuance.

To have construction testing services included as a qualifying expense of the loan we need to submit an executed construction testing agreement with our request for funding.

Attached is a proposal for construction testing services for the construction of the East and West Receiving Stations.

Rubino Engineering, Inc. has been requested by staff to perform construction testing on this improvement. Some of the tasks they will be performing are field testing of borrow materials, compaction testing, laboratory testing, review of subgrade proof roll under structure pad and field testing of subgrade under the footing and paved surfaces

Staff have reviewed and are recommending approval of the attached Agreement with Strand for Construction Testing for the East and West Receiving Stations.

Recommended Council Action:

A Resolution approving a Construction Testing Agreement for East and West Receiving Stations Improvement by and Between the City of Crest Hill, Will County, Illinois and Rubino Engineering, Inc. for an amount of \$26,335.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: Will be Included in the 2027 budget and will be funded through an IEPA loan. (18 Million)

Cost: \$26,335.00

Attachments:

Resolution-Construction Testing Services Receiving Stations

Exhibit A-Construction Testing- East and West Receiving Stations.pdf

RESOLUTION NO. _____**A RESOLUTION APPROVING A CONSTRUCTION TESTING AGREEMENT FOR
EAST AND WEST RECEIVING STATIONS IMPROVEMENT BY AND BETWEEN
THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND RUBINO
ENGINEERING, INC. FOR AN AMOUNT OF \$26,335.00**

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

WHEREAS, Rubino Engineering, Inc. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the East and West Receiving Station Improvement (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 East and West Receiving Station Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$26,335.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance.

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

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

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

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

[Intentionally Blank]

PASSED THIS 16TH DAY FEBRUARY, 2026.

	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 16TH DAY OF FEBRUARY 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

PROPOSAL

January 12, 2026

To: Richard Scheer, P.E.
Strand Associates, Inc.
P: 815.744.4200 ext. 3134

Re: **Construction Materials Testing Services**
Proposed Eastern and Western Receiving
Stations
In Crest Hill, Illinois

Proposal No. Q25.668

Via email: Richard.Scheer@strand.com

Dear Mr. Scheer,

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

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Richard Scheer, P.E. of Strand Associates, Inc. on December 17th, 2025 and the following outlines our understanding of the requested scope of services:

Project Name and Description

EASTERN AND WESTERN RECEIVING STATIONS FOR THE **CITY OF CREST HILL** **WILL COUNTY, ILLINOIS**

NOVEMBER 2025

Documents Received

- RFP from Richard Scheer, P.E. of Strand Associates, Inc. on January 12, 2026.
- Plan Document – “5_Plan Set Optimized.pdf” – Prepared by Strand Associates, Inc Nov 2025

Other Documents Referenced

- Rubino Geotechnical Report for Western Receiving Station (Report No. G24.156A) dated January 3, 2025
- Rubino Geotechnical Report for Eastern Receiving Site (Report No. G24.156B_REV1) dated March 18, 2025

General Scope of Services

EARTHWORK TESTING

- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method and proof-rolls
 - Please call Rubino **ONE WEEK PRIOR** to Compaction testing so that Rubino can obtain samples to run a proctor *before* we are due on-site for testing.
- Laboratory testing of on-site and borrow soil material
 - Standard proctor ASTM D698 or Modified proctor ASTM D1557
- Subgrade/ Subbase stone proof roll – structure pads

INSPECTION OF FOOTING SUBGRADE

- Field testing of bottom of footing subgrade excavation
 - Unconfined compressive strength testing/ penetrometer testing

Extras

- Re-inspection for failed tests
- Sieve Analysis (Granular Material) or Hydrometer and Atterberg Limit Determination (Soil)
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

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

FEES

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

ESTIMATE OF SERVICES & FEES - PREVAILING WAGE RATES

Description	Quantity	Unit Rate	Total
EARTHWORK AND FOUNDATION SOIL TESTING			
Engineering Technician (MT-2)	160	@ \$125.00	per hour \$ 20,000.00
Specimen Pick Up	1	@ \$335.00	per trip \$ 335.00
Modified Proctor per ASTM D1557	1	@ \$300.00	each \$ 300.00
Nuclear Density Gauge / DCP / SCP Equipment	20	@ \$50.00	per day \$ 1,000.00
Vehicle Charge - Round Trip	20	@ \$95.00	per trip \$ 1,900.00
Engineering: Report Review, Consult, Meetings, Admin	20	@ \$140.00	per hour \$ 2,800.00
SUMMARY			
TOTAL ESTIMATED BUDGET: \$ 26,335.00			

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

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

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

PROJECT SCHEDULING

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

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

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

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

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

Late or Same Day Scheduling will result in additional time charges for coordination and overtime.

CLOSING

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

Respectfully submitted,

RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

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

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

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

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____
Attn: _____
Email: _____

() Copies To: _____
Attn: _____
Email: _____
7. Invoicing Address: _____
Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.			
Schedule of Construction Materials Testing Services & Fees through December 31, 2026 (Illinois Prevailing Wage)			
LABORATORY TESTING SERVICES			
	Standard / Modified Proctor of Soil or Aggregate	Each	\$ 300.00
	Sieve Analysis (Washed)	Each	\$ 120.00
	Sample preparation for the above tests	Per Hour	\$ 95.00
	Cylinder Pick Up / Sample Pick Up (not including vehicle charge)	Per Hour	\$ 120.00
MATERIAL TESTER - 2 - Field inspection of soil.			
	Per Hour*		\$ 125.00
	Per Hour Overtime (before 7am, after 3pm and Saturdays)*		\$ 187.50
	Per Hour Overtime Sundays and Holidays*		\$ 250.00
EQUIPMENT CHARGES			
	Vehicle Charge - Round Trip	Per Day	\$ 95.00
	Nuclear Density Gauge	Per Day	\$ 50.00
	DCP / SCP Equipment	Per Day	\$ 50.00
ENGINEERING SERVICES			
	Principal Engineer	Per Hour	\$ 185.00
	Project Engineer/Manager	Per Hour	\$ 140.00

*Subject to increase if there is a change to prevailing wage rates.

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services up to 4 hours. Over 4 hours a minimum of 8 hours applies. Time calculated portal to portal and includes equipment loading, travel, and report preparation.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

ACORD™

Client#: 1171577
CERTIFICATE OF LIABILITY INSURANCE

RUBINENG

DATE (MM/DD/YYYY)
10/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		NAME Laurie Cloninger PHONE (A/C, No. Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: AEcertificates@usi.com
USI Insurance Services LLC 2001 Spring Road, Ste 200 Oak Brook, IL 60523 312 442-7200		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A, RLI Insurance Company 13056
		INSURER B, Pacific Insurance Company, Limited 10046
INSURED		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER	TYPE OF INSURANCE	ADDL SUBR INSR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PSB0003777	09/01/2025	09/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOF AGG \$2,000,000 OTHER: \$
A	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ex accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		PSE0002142	09/01/2025	09/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0002789	09/01/2025	09/01/2026	X PER STATUTE EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		83OH056719925	09/01/2025	09/01/2026	\$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form.						
Some or all officers are excluded from Workers Compensation coverage.						
THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.						

CERTIFICATE HOLDER		CANCELLATION	
Rubino Engineering, Inc.		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
			

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related charges.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Agenda Memo

Crest Hill, IL

Meeting Date:	February 9, 2026
Submitter:	Ronald J Wiedeman
Department:	Engineering/ Community Development
Agenda Item:	Resolution approving Professional Engineering Service agreement for a City-Wide Multi-Use Path Study-Phase 1 by and between the city of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for an amount of \$48,500.00.

Summary: Staff would like to begin planning on a city-wide multi-use path network study. This study will be used in conjunction with the City's updated Comprehensive Plan to provide guidance for city staff to meet the objectives of providing a City that supports mobility for their residents and improves the overall quality of life. The Phase 1 work being proposed here will be information that will benefit the comprehensive plan update while the phase 2 will utilize some of the feedback, recommendations, and strategies to come up with more of a final design.

This work to prepare this study is proposed to be completed in two separate phases where the phase 1 will be the investigative and study phase and phase 2 will be the public involvement stage.

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional engineering services for the development of this study for both phases.

The Phase 1 scope of services will include the following:

- Review existing roadway conditions and identify the location of existing bicycle and pedestrian infrastructure, the location of crashes, and demographic characteristics of the city to identify a general level of demand and interest for walking, bicycling, and access to transit
- Identify nearby regional walking and bicycling corridors and trails of interest and identify gaps or barriers in the existing infrastructure network.
- Collect and review information relevant to understanding infrastructure needs and potential opportunities for improvements such as roadway width, traffic volume, jurisdiction, posted speed, and planned or programmed improvements affecting transportation infrastructure in or near the city.

- Meet with representatives from the city to document project development process, interdepartmental coordination timelines and will review the current CIP for levels of investment currently practiced by the city.
- Prepare statements of finding as a framework for developing infrastructure recommendations.
- Prepare a draft proposed network plan and recommendations, including identification of corridors and rights-of-way where additional walking and bicycling infrastructure is proposed and policy recommendations to improve infrastructure project development.

Phase 1 deliverable: Draft proposed network plan and recommendations report.

Phase 1 will take 8-10 months to be completed.

The Phase 2 scope of services will include the following:

- Conduct stakeholder engagement for review and comment of the draft proposed network plan and recommendations. This will include development of the following content for placement on the city's website:
 - Project introduction and overview
 - Draft report and network plan
 - Project schedule
 - An interactive online draft network map
 - Bicycle Pedestrian Infrastructure Visual Glossary / Design Guidelines
 - Online survey
- Create a media release for the city to deliver to residents and stakeholders about the plan directing them to the city's website, and work with the city to determine a review and comment period.
- Summarize the feedback that was collected via the city website and review proposed revisions to the draft plan with the city.
- Prepare planning-level cost estimates for proposed improvements using recent pay items and cost data from relevant municipal, county and/or state projects.
- Prepare a section of the plan to assist the city in implementing the plan, which will identify one or more projects that the city should implement in the near term, identify candidate funding sources to assist the city in applying for federal grants where feasible, and estimate the approximate amount of local agency funding that should be dedicated to implementing projects in the city.
- Refine the report including recommendations, network plan, cost estimates, and implementation guidance, and submit a revised draft final plan to the city for review and comment.
- Make revisions based on a consolidated set of written comments from the city and deliver a final plan to the city for adoption.
- Present the final plan to city council at one (1) council meeting or workshop.

Phase 2 deliverables: Draft and Final Plan, Presentation at Council.

The phase 2 engineering will be included in the 2027 budget and is not being approved at this time. The approval will be brought back to council for approval after the phase 1 is completed.

Recommended Council Action: Resolution approving Professional Engineering Service agreement for a City-Wide Multi-Use Path Study-Phase 1 by and between the city of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for an amount of \$48,500.00.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$200,000.00

Cost: \$48,500.00

Total 2026 budget amount obligated to General Funds-Streets-Engineering fund to date including this work: \$200,000.00

Attachments:

Resolution-Multi-Use Path Study-Phase 1

RESOLUTION NO. _____**RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICE
AGREEMENT FOR A CITYWIDE MULTI-USE PATH STUDY, PHASE 1 BY AND
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING, LTD FOR AN AMOUNT OF \$48,500.00**

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

WHEREAS, Christopher B. Burke Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of preparing Multi-Use Path Citywide Study's (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 preparing a Phase 1 Multi-Use Path Citywide Study's (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$48,500.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance.

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

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

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

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

[Intentionally Blank]

PASSED THIS 16TH DAY FEBRUARY, 2026.

	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 16th DAY OF FEBRUARY, 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

Exhibit A

Item 3.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

January 14, 2026

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Planning Services Proposal for
Crest Hill Multi-Use Path Citywide Study Phase 1
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional planning services to conduct a citywide multi-use path study for the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the City wants to incorporate bicycle infrastructure into its transportation network. Development of a plan will help the City pursue funding opportunities to implement improvements and expand access and connectivity for walking, bicycling, transit, and reaching key destinations.

The scope of this proposal includes an assessment of existing conditions regarding transportation in the City of Crest Hill, review of existing and planned connections to neighboring municipalities and regional bicycling corridors, and development of recommendations for one or more proposed multi-use paths to be constructed as part of the City's transportation network.

CBBEL understands this proposal is the first of two phases of plan development. The first phase involves internal coordination with city staff, review of existing roadway data, and identification of a draft network.

A future proposal for a second and final phase of plan development will include refinement of network recommendations, stakeholder engagement, and project implementation guidance, including grant funding recommendations. When combined, the first and

second phases will constitute a plan containing required elements to enable the City to pursue funding opportunities for plan implementation.

SCHEDULE

This project is expected to be completed in six months from proposal acceptance and notice to proceed. The scope of work provided below is anticipated to commence in March 2026 and be completed by the end of September 2026.

SCOPE OF WORK

Task 1. Existing Conditions Assessment

- 1.1. Roadway Conditions. CBBEL will analyze roadway conditions and characteristics for streets and rights of way within the City limits, including roadways located on the municipal boundary. This will include agency of jurisdiction, posted speed, functional classification or number of lanes, and bicycle level of traffic stress (LTS). Roadway width and/or right of way width will be obtained using parcel data, aerial imagery, and other parcel information available to the City.
- 1.2. Crash Analysis. CBBEL will obtain IDOT crash analysis for the most recent five-year period for which data are available (e.g., 2020-2024). CBBEL will review roadway crashes by type, severity, and location, including crashes involving bicyclists and pedestrians.
- 1.3. Gap Identification and Field Investigation. CBBEL will identify infrastructure gaps or barriers to walking and bicycling (e.g. lack of sidewalks or roadways without shoulders, etc.). CBBEL will identify potential connections to bicycle infrastructure in adjacent municipalities and identify if potential regional trail connections could be made in Crest Hill. CBBEL will conduct a field investigation to verify existing conditions data and confirm key locations for consideration of potential improvements.
- 1.4. Demographic Profile. CBBEL will prepare demographic and general commuting characteristics of City residents, including means of transportation to work, distance/location of employment, and indicators of access to automobiles.
- 1.5. CIP Review Meeting. CBBEL will meet with representatives from the City and review the current capital improvement program (CIP), document the project development process, internal coordination, design, and construction timelines. A key objective will be to understand approximate levels of local agency funding that is dedicated to capital projects in the City.

Task 2. Network Recommendations Development

- 2.1 Key Findings. CBBEL will prepare statements of finding as the basis for developing multi-use path recommendations and associated intersection and crossing improvements.

2.2 Draft Map. CBBEL will prepare one or more exhibits to identify regional trails, transit stops/stations, and other key destinations that would be desirable locations for walking or bicycling.

2.3 Network Plan and Recommendations. CBBEL will assemble a draft network plan and recommendations report that includes items from the above tasks and provide a copy to the City for review and comment. CBBEL will meet to discuss the draft plan and make no more than two (2) rounds of revisions based on written comments.

Task 3. Village Coordination

3.1 Village Coordination. CBBEL will coordinate and conduct virtual meetings with Village staff to answer questions related to the above tasks and seek concurrence at key decision points. CBBEL will participate in up to three (3) additional virtual meetings with Village staff and key departments at the request of the Village.

3.2 Upon approval of the draft network plan and recommendations report, CBBEL will prepare a summary for presentation to City Council or a review body recommended by the City.

ESTIMATE OF FEE

The proposed budget for this scope of work is provided below.

Task	Fee
Task 1 Existing Conditions Assessment	
Task 1.1 – Roadway Conditions	\$ 4,650
Task 1.2 – Crash Analysis	\$ 6,480
Task 1.3 – Gap Identification & Field Investigation	\$ 6,880
Task 1.4 – Demographic Profile	\$ 3,440
Task 1.5 – CIP Review Meeting	\$ 3,080
Task 2 Network Recommendations Development	
Task 2.1 – Key Findings	\$ 2,490
Task 2.2 – Draft Map	\$ 8,945
Task 2.3 – Network Plan and Recommendations	\$ 6,300
Task 3 Village Coordination	
Task 3.1 – Village Coordination	\$ 2,880
Task 3.2 – Presentation / Meeting	\$ 3,080
Direct Costs	\$ 275
TOTAL NOT-TO-EXCEED FEE: \$ 48,500	

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

TMG
N:\PROPOSALS\ADMIN\2025\Crest Hill Bike Citywide Plan 2026 P250495\Crest Hill Multi-Use Path-City Wide Study_20260114.docx

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

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

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
 Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
 Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

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

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Memo

Crest Hill, IL

Meeting Date:	February 9, 2026
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for design and related services for the eastern and western receiving sites at Grand Prairie Water Commission (GPWC) delivery points by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. to increase the contract amount to \$720,500.00.

Summary: Attached is a supplement to the original contract approved on August 11, 2023 and the supplemented-on May 21, 2024 for design and related professional services for the Eastern and Western Receiving Sites at Grand Prairie Water Commission (GPWC) Delivery Points. The work being requested for approval are items not included in the original contract or required changes to the plans based on direction from Staff. All requests for scope changes directed by staff where to reduce change orders that would be needed during construction to address these items. The out of scope/changes are as follows:

- Redesign the Eastern Reservoir to increase the storage capacity from 2 million to 2.5 million gallons due to the loss of the Department of Corrections Private Water Tank.
- The addition of a staff office at the new Eastern Water Receiving Station.
- Prepare and submit and address comments from the city' building and economic development Department.
- Review current design and make changes to accommodate the City's request to update plans to the International Building Code 2021 to International Building Code 2024 criteria after the plans reached the 70% level.
- Prepare an additional IEPA loan package to submit to the IEPA to accommodate the Eastern Reservoir so the work can be considered for Bypass Funding for FY 2026.
- Provided additional design and communication with the City's security consultant to accommodate the City's system-wide security program into the Eastern and Western receiving stations and sites.

The project documents for the eastern and western receiving stations are currently finalized and are ready to go out for bid in either February or March or 2026 in order to meet the IEPA loan dates, so no additional supplements are anticipated for this improvement.

Based on IEPA loan approves the construction of these stations are planned on beginning late fall or early winter of 2026 based on the contractor's schedule.

Recommended Council Action: Resolution approving an Agreement for design and related services for the eastern and western receiving sites at Grand Prairie Water Commission (GPWC) delivery points by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. to increase the contract amount to \$720,500.00

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$355,000.00. This line item is over budget, but the water/sewer fund is still under budget.

Cost: 75,000.00

Attachments:

Resolution Amendment 3

Amendment 3 NFS to Owner

RESOLUTION NO. _____**A RESOLUTION APPROVING DESIGN AND RELATED SERVICES FOR THE EASTERN AND WESTERN RECEIVING SITES AT GRAND PRAIRIE WATER COMMISSION (GPWC) DELIVERY POINTS BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND ASSOCIATES, INC. TO INCREASE THE CONTRACT AMOUNT TO \$720,500.00**

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

WHEREAS . Strand Associates, Inc.(the "COMPANY"), is an entity that is in the business of providing design and related services for the eastern and western receiving sites at Grand Prairie Water Commission (GPWC) delivery points (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 design and related services for the eastern and western receiving sites at Grand Prairie Water Commission (GPWC) delivery points (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$720,500.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

[Intentionally Blank]

PASSED THIS 16TH DAY FEBRUARY, 2026.

	Aye	Nay	Absent	Abstain
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	_____	_____	_____	_____

APPROVED THIS 16TH DAY OF FEBRUARY 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



NFS TO OWNER

Strand Associates, Item 4.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

January 9, 2026

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Mr. Ronald Wiedeman, P.E., City Engineer

Re: Amendment No. 3 to the July 7, 2023, Agreement for Design and Bidding-Related Services
Eastern and Western Receiving Sites at Grand Prairie Water Commission (GPWC) Delivery Points

This is Amendment No. 3 to the referenced Agreement.

Under **Scope of Services**, ADD the following:

“Additional Design, Communication, and IEPA Loan-Related Services

1. Prepare design for the addition of one office with associated furnishings to the East Receiving Station.
2. Redesign the Eastern Reservoir to increase storage volume from 2.0 million gallons to 2.5 million gallons.
3. Prepare and submit a Building Department Permit application and address Building Department and Community Development review comments, as appropriate.
4. Prepare and submit Fire Department review submittal and address comments, as appropriate.
5. Review design and make changes to accommodate OWNER-requested changes from International Building Code 2021 to International Building Code 2024 criteria after 70 percent design.
6. Prepare loan application and IEPA documentation to submit to IEPA to accommodate the Eastern Reservoir being considered for Bypass Funding in FY 2026.
7. Provide additional design and communicate with OWNER’s security consultant to accommodate OWNER’s system-wide security program into the Eastern and Western receiving stations and sites.”

Under **Compensation**, REPLACE this section in its entirety with the following:

“Compensation

OWNER shall compensate ENGINEER for Preliminary Design Services under this Agreement a lump sum of \$112,000.

OWNER shall compensate ENGINEER for If-Authorized Services under this Agreement a lump sum of \$512,000.

OWNER shall compensate ENGINEER for Architectural Renderings Services and Diversion Structure Design and Easement Services under this Agreement a lump sum of \$21,500.

OWNER shall compensate ENGINEER for Additional Design, Communication, and IEPA Loan-Related Services under this Agreement on an hourly rate basis plus expenses an estimated not to exceed fee of \$75,000.

City of Crest Hill, Illinois
 Page 2
 January 9, 2026

OWNER shall compensate ENGINEER in accordance with the following table.

See
Note 1

Scope Item	Compensation
Preliminary Design Services	\$112,000
Eastern Reservoir Design Services (If Authorized)	\$132,000
Eastern and Western Receiving and Pumping Station Design Services (If Authorized)	\$330,000
Bidding-Related Services for the Eastern Reservoir (If Authorized)	\$ 27,000
Bidding-Related Services for the Eastern and Western Receiving/ Pump Stations (If Authorized)	\$ 23,000
Architectural Renderings Services	\$ 10,000
Diversion Structure and Easement	\$ 11,500
Additional Design, Communication, and IEPA Loan-Related Services	\$75,000
Total	\$720,500"

Under **Schedule**, CHANGE April 4, 2026, to "December 31, 2026."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

Joseph M. Bunker
 Corporate Secretary

Date

Raymond R. Soliman
 Mayor

Date

Note 1-Original (approved 8/11/2023) and Supplemental (approved 5/21/2024) Amount Previously Approved \$645,500.00

Agenda Memo**Crest Hill, IL****Meeting Date:** February 9, 2026**Submitter:** Ronald J Wiedeman**Department:** Engineering**Agenda Item:** 2027 Budget Capital Projects Discussion-Direction to be provided by Council.**Summary:** See Attached Memo. To be discussed by the Engineering Department**Recommended Council Action:** 2027 Budget Capital Projects Discussion-Direction to be provided by Council.**Financial Impact:****Funding Source:** General Fund & Water/Sewer & MFT**Budgeted Amount:** TBD**Cost:** TBD**Attachments:**

2026 Capital Projects and MFT Funding Request (FY2027)



To: Blaine Wing and Glenn Gehrke
From: Ronald J Wiedeman
Date: February 9, 2026
Re: 2026 Capital Projects and MFT Funding Request (FY2027)

Below are the Capital Projects and MFT Funding request by the Engineering Department for inclusion in the FY 2026 budget.

Motor Fuel Tax (MFT)

Contractual Services (Traffic Signal Repairs and Roadway Crack Control)

- \$0.00., see note 1

Engineering Design and Construction Engineering (Sidewalk Cutting; Construction Testing and Misc Engineering)

- \$45,000.00

Materials and Supplies (Salt and Brine Purchase; City Wide Pavement Marking Restoration; Retro Reflectivity Sign Replacement Program)

- \$132,000.00

MFT General Capital Construction (City-Wide Patching; Sidewalk Cutting; Sidewalk and Concrete R & R Program)

- \$325,000

Total General Maintenance MFT = \$502,000.00

Note No 1 Traffic signal repairs, crack control, pavement marking and sign replacement have been moved out of MFT and included under streets to free up funds for larger capital projects.

MFT Funded Improvements

- SN-99-6203 Caton Farm Over EJ&E RR-Construction
 - \$150,000.00 MFT-Remaining out of General Capital Fund
- Weber Rd at Division Traffic Study-Phase 1
 - \$330,000.00

Capital Projects Fund

This year's budget focus will be road improvements throughout the City of Crest Hill.

- 2026 Street Rehabilitation Locations-as presented to council on October 20, 2025 are as follows
 - Kingsbrook Dr. from Borio Dr. to North End. Pavement rating-poor.
 - Longmeadow Dr. from Borio Dr. from Kingsbrook Dr. Pavement rating-poor.
 - Carlton St. from Caton Farm Rd to Prestwick Dr.-Pavement rating-serious.
 - Dundee Dr. from Carlton Dr. to Loch Ln. Pavement rating-serious.
 - Chaney Ave. from Oakland Ave. to Hoffman St. Pavement rating-very poor.
 - Hoffman St. from Chaney to Elsie Ave. Pavement rating-very poor.
 - Elsie Ave. from Clement to Hoffman St. Pavement rating-very poor
 - Stern Ave. from Oakland to Clement St. Pavement rating-very poor
 - Fox Meadow Dr. from Gaylord Rd to Springside Dr. Pavement rating-poor/serious
 - Silver Rock Dr. from Fox Meadow Dr. to Springside Dr. Pavement rating-poor/serious
 - Foxtail Ct. Pavement rating-poor
 - Caton Farm Rd from Oakland to Broadway- Pavement rating-serious.

Total = \$1,600,000.00

1. Division West of Weber Roadway Reconstruction-\$2,225,000.00. (Awarded)
2. Caton Farm Bridge over CN-Substructure Improvement- \$850,000.00.
3. Jasmine Ditch Regarding-\$250,000.00.
4. Theodore Retaining Walls across from El Guero-\$150,000.00.
5. McGilvray Dr. at Weber Widening-\$160,000.00.
6. Lidice at Churnovic Widening-Truck Route-\$100,000.00.
7. Weber Rd at City Center Blvd Landscape Medians.-\$150,000.00.
8. City Center Municipal Plaza-Phase 1-\$2,150,000.00
9. Gaylord/Cedarwood Dr. Resurfacing (Grand Prairie) -\$250,000.00 (Seed Money)

Total Fund Amount = \$6,285,000.00

Study

- City Wide Bike Path Study-Phase 2-\$75,000.00

Water/Sewer Capital Projects Fund

The Water/Sewer Capital Projects fund was created to manage the capital improvements for the city's existing water/sewer infrastructure and new water infrastructure project due to the city's inclusion into the Grand Prairie Water Commission (GPWC). Funding from outside sources (IEPA, and DCEO) has been secured to help pay for portions of this work.

Listed below are the Capital Water/Sewer Capital Expenses that have been included in the FY 2027 budget.

- Water Main Replacement
 - Oakland Ave from Ludwig to Theodore.
 - Imperial Dr. from Root to Lynwood (Plus Stormwater Updates)
 - Innercircle from Marlboro Dr. to Hosmer Ln
- Total = \$3,265,000.00
- Watermain Lining Theodore, Plainfield and Larkin.
Total=\$4,400,000.00. (Funded through IEPA Loan-4M)
- Dual Service/Single B-Box Change Out Raynor-\$150,000.00
- Meter Change Out (Multi Units)-\$50,000.00
- Technology Upgrade SCADA-\$100,000.00
- Eastern and Western Receiving Station and 3.5 M Storage Tank for Grand Prairie - \$18,130,717.00 (Funded through IEPA loans-17.5M)
- PFAS-Pilot Study-\$175,000.00
- Generator Replacement (Well 8)-\$450,000.00
- Sanitary Sewer Lining and Repair-\$1,000,000.00
- Public Works Equipment and Vehicles-\$600,000.00

Total Fund Amount= \$28,790,000.00 of which \$21,500,000.00 will be reimbursed through the IEPA Loan. Therefore, 6,820,717.00 Water/Sewer Impact 2027 budget.

West Plant Rehabilitation Fund (Under Construction)

This fund is used to track expenditures related to improvements to the city's West Wastewater Treatment Plant. The project is currently scheduled to be completed by the end of 2026. The project is being funded through an IEPA loan for an amount of \$49,500,000.00 paid back at an interest rate of 0.73% for a 30-year period once the project is completed. All costs above the \$49,500,000.00 are at the city expense. Currently the only item being paid by the city is for the project construction engineering and construction testing. Current Total Contract Amount is \$49,587,366.00.

Listed below are the budgeted items for the West Plant Rehabilitation Fund:

Construction Amount Still To Be Completed	\$7,641,761.00
Construction Costs reimbursed from the IEPA in 2026	\$7,554,395.00

City's Cost for Remaining Construction	\$87,366.00
West Plant construction engineering costs	\$905,075.00
West Plant Construction Testing costs	\$75,000.00
Loan Interest Payments (Estimated)	\$625,000.00

Total Fund Amount= \$9,334,202.00 of which \$7,554,395.00 will be reimbursed through the IEPA Loan. Therefore, 1,779,807.00 Water/Sewer Impact 2027 budget

New Staff

Assistant City Engineer or Inspector (Split between GF, Water and Sewer) \$125,000.00



Agenda Memo

Crest Hill, IL

Meeting Date:	2/9/2026
Submitter:	Gary Richardson Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Change Order No. 10 from Vissering Construction Inc. with the direction to send it to the IEPA for approval. Change Order will increase the amount of the contract to \$49,695,708.00

Summary:

Strand Engineering and Public Works staff have reviewed the attached change order #10 from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve this change. Vissering's change order #10 will increase the contract amount by \$108,342.

Original Contract Price \$50,640,000

Previous Change Order Adjustments (\$1,052,634)

Adjustment in Contract Price this Change Order \$108,342

Current Contract Price including this Change Order \$49,695,708

Recommended Council Action:

Approve a change order #10 from Vissering Construction Inc with direction to send it to the IEPA for approval. Change Order will increase the amount of the contract to \$49,695,708.00

Financial Impact:

Funding Source: IEPA Loan

Attachments:

Strand Memo for Change Order #10

January 27, 2026

CHANGE ORDER NO. 10

PROJECT: West Sewage Treatment Plant (STP) Improvements
OWNER: City of Crest Hill, Illinois
CONTRACT: 1-2022
CONTRACTOR: Vissering Construction Company

Description of Change

10a	Work described in the enclosed Contractor's Cost Proposal Request (CPR) 040 Revision 1 (dated December 10, 2025) and Engineer's CPR 040 (dated June 13, 2025) including the credit for downsizing site natural gas piping across the site.	(DEDUCT)	(\$1,930)
10b	Work described in the enclosed Contractor's CPR 041 Revision 1 (dated August 21, 2025) and Engineer's Request for Information (RFI) 118 response (dated March 12, 2025) related to plumbing changed in Structure C45—Filter Building, including rerouting of the condensate drain for the water source heat pump and a new sump pump and associated plumbing in the Filter Room.	ADD	\$18,994
10c	Work described in the enclosed Contractor's CPR 042 Revision 2 (dated September 16, 2025) and Engineer's CPR 042 Revision 1 (dated September 8, 2025) related adding washer and dryer gas and plumbing hook-ups in the Structure E70 Dewatering and Operations Building.	ADD	\$4,072
10d	Work described in the enclosed Contractor's CPR 043 (dated December 4, 2025) and enclosed Engineer's CPR 043 Revision 1 (dated July 28, 2025) related to temporary power generation during a ComEd switchover.	ADD	\$55,391
10e	Work described in the enclosed Contractor's CPR 046 Revision 2 (dated November 4, 2025) related to rerouting electrical duct bank along the south side of Structure E70 Dewatering and Operations Building.	ADD	\$31,815
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$108,342

Contract Price Adjustment

Original Contract Price	\$50,640,000
Previous Change Order Adjustments	(\$1,052,634)
Adjustment in Contract Price this Change Order	\$108,342
Current Contract Price including this Change Order	\$49,695,708

City of Crest Hill–Vissering Construction Company
 Contract 1-2022, Change Order No. 10
 Page 2
 January 27, 2026

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	December 1, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	548 days
Contract Substantial Completion Date Adjustments due to this Change Order	0 days
Current Substantial Contract Completion Dates including all Change Orders	June 1, 2026

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	March 1, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	640 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	December 1, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED


 ENGINEER–Strand Associates, Inc.® January 27, 2026

 Date

APPROVED


 CONTRACTOR–Vissering Construction Company January 28, 2026

 Date

APPROVED

OWNER–City of Crest Hill, Illinois Date



Agenda Memo

Crest Hill, IL

Meeting Date:	2/9/2026
Submitter:	Gary Richardson
Department:	Public Works
Agenda Item:	Approval of the purchase of a new RAS pump for the East Wastewater Treatment Plant from Metropolitan Industries Inc. in the amount of \$56,179.00.

Summary:

The Public Works Department respectfully requests approval to replace one of the Return Activated Sludge (RAS) pumps at the East Wastewater Treatment Plant.

After reviewing options for both replacing the pump or having the current pump rebuilt, staff is recommending purchasing a new replacement pump. The manufacturer's expected service life for this type of RAS pump is 7–10 years. The pump currently in service was installed in 2012, making it approximately 14 years old, which is beyond its intended operational lifespan. The unit has shown increasing maintenance needs, and replacement is the most reliable and cost-effective long-term solution.

Although a rebuilt pump is available, the estimated lead time is 10–16 weeks, which would significantly delay restoration of full pumping capacity. In comparison, the lead time for a new pump is shorter at 8–10 weeks. Combined with the extended lifespan and reliability of a new unit, this makes replacement the most practical and cost-effective option.

Selecting a new pump will help ensure dependable RAS flow, maintain treatment efficiency, and reduce the risk of unplanned equipment failure.

Recommended Council Action:

Approval of the purchase of a new RAS pump for the East Wastewater Treatment Plant from Metropolitan Industries Inc. in the amount of \$56,179.00.

Financial Impact:

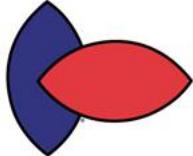
Cost: \$38,860.00 or \$56,179.00

Attachments:

A quote from Metropolitan Industries Inc for a new RAS pump and installation

A quote from Metropolitan Industries Inc for the rebuilding of our current RAS pump and installation

Service Quotation



Metropolitan Industries Inc.
 37 Forestwood Dr
 Romeoville, IL, 60446-1343
 Phone: 815-886-9200
 Web: www.metropolitanind.com

Item 2.

Order No.:	SVQ006113
Order Date:	1/6/2026
Delivery Date:	1/7/2026
Customer ID:	002148
Currency:	USD

BILL TO:		SHIP TO:	
CUSTOMER P.O. NO.		TERMS	CONTACT
FOB POINT		SHIPPING TERMS	SHIP VIA
City of Crest Hill EMAIL INVOICES accountspayable@cityofcresthill.com Crest Hill IL 60435 United States of America		City of Crest Hill East WWTP 2250 North Broadway Street Crest Hill IL 60403-1991 Attn: Matt Brown	

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	LABOR CHARGE Quoted Removal of Pump Field Labor NOTE: Service Call on 10-2-25 - Removal of Pump - We were at your location to inspect the sewage station pump. At that time we found that the stator metered grounded. We did remove the pump and brought the pump back to our location for further disassembly and inspection.	1.0000	EACH	2,050.0000	0%	2,050.00
2	LABOR CHARGE Quoted Shop Labor NOTE: Shop Labor: We have disassembled the pump to its component form. We have also created a parts list for the repair of the pump as well. We will prep the pump and get it ready for install.	1.0000	EACH	2,310.0000	0%	2,310.00
3	PARTS CHARGE Quoted Material NOTE: Materials Needed: Oil, Stator, Stator Housing, FLS Switch, Bearings, Seal Kit, O-Ring Kit. We are recommending to replace the pump itself. We will supply you with a new Flygt pump for your lift station.	1.0000	EACH	49,469.0000	0%	49,469.00
4	LABOR CHARGE Quoted Re-Install of Pump Field Labor NOTE: Reinstall Labor Charge: We will transport the new pump back to your location and install the pump into the wet well. We will then get the pump online and operational.	1.0000	EACH	2,050.0000	0%	2,050.00
5	CRANE Crane Usage Charge - New Crane NOTE: New Crane	1.0000	EACH	300.0000	0%	300.00

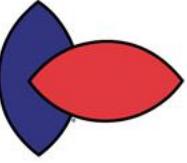
Our P.O. Number: # 021582

QUOTE VALID FOR 30 DAYS

NOTE: City of Crest Hill - East WWTP - 2250 North Broadway Street, Crest Hill, IL 60403 - Quote new Flygt pump to replace the RAS Pump that was brought back to the shop for inspection -This includes the original service call to go and pull the pump and bring back to the shop. Flygt: 3185.185-013? - SN# 3153.185-1650086

Sales Total:	56,179.00
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	56,179.00

New pump lead time: 8-12 weeks



Service Quotation

Item 2.

Metropolitan Industries Inc.
37 Forestwood Dr
Romeoville, IL, 60446-1343
Phone: 815-886-9200
Web: www.metropolitanind.com

Order No.: SVQ006126
Order Date: 1/9/2026
Delivery Date: 1/9/2026
Customer ID: 002148
Currency: USD

BILL TO:		SHIP TO:	
City of Crest Hill EMAIL INVOICES accountspayable@cityofcresthill.com Crest Hill IL 60435 United States of America		City of Crest Hill East WWTP 2250 North Broadway Street Crest Hill IL 60403-1991 Attn: Matt Brown	
CUSTOMER P.O. NO.		TERMS	CONTACT
RepAIR Pump #2		Net 30	Thoms, Ray, rthoms@metropolitanind.com
FOB POINT		SHIPPING TERMS	SHIP VIA

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	LABOR CHARGE Quoted Removal of Pump Field Labor NOTE: Service Call on 10-2-25 - Removal of Pump - We were at your location to inspect the sewage station pump. At that time we found that the stator metered grounded. We did remove the pump and brought the pump back to our location for further disassembly and inspection.	1.0000	EACH	2,050.0000	0%	2,050.00
2	LABOR CHARGE Quoted Shop Labor NOTE: Shop Labor: We have disassembled the pump to its component form. We have also created a parts list for the repair of the pump as well. We will prep the pump and get it ready for install.	1.0000	EACH	2,310.0000	0%	2,310.00
3	PARTS CHARGE Quoted Material NOTE: Materials Needed: Oil, Stator, Stator Housing, FLS Switch, Bearings, Seal Kit, O-Ring Kit. Note: There is a 8-12 week lead time on the parts once the order has been placed. There is a 90 day warranty on repairs, parts & shop labor only. The warranty does not include labor to remove the pump.	1.0000	EACH	32,150.0000	0%	32,150.00
4	LABOR CHARGE Quoted Re-Install of Pump Field Labor NOTE: Reinstall Labor Charge: We will transport the new pump back to your location and install the pump into the wet well. We will then get the pump online and operational.	1.0000	EACH	2,050.0000	0%	2,050.00
5	CRANE Crane Usage Charge - New Crane NOTE: New Crane	1.0000	EACH	300.0000	0%	300.00

Our P.O. Number: # 021582

QUOTE VALID FOR 30 DAYS

NOTE: City of Crest Hill - East WWTP - 2250 North Broadway Street, Crest Hill, IL 60403 - Quote new Flygt pump to replace the RAS Pump that was brought back to the shop for inspection - This includes the original service call to go and pull the pump and bring back to the shop. Flygt: 3185.185-013? - SN# 3153.185-1650086

Sales Total:	38,860.00
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	38,860.00

Rebuild lead time : 10-16 weeks



Agenda Memo

Crest Hill, IL

Meeting Date:	2/9/2026
Submitter:	Gary Richardson
Department:	Public Works
Agenda Item:	Approval of the purchase of a new motor for the Oxidation Ditch for the East Wastewater Treatment Plant from Komline Sanderson in the amount of \$25,000.00

Summary:

The Public Works Department respectfully requests approval to replace one of the motor for the Oxidation Ditch for the East Wastewater Treatment Plant.

The oxidation ditch motors currently in service were all installed in 2012 and have reached the end of their expected operational lifespan. In 2025, DMI replaced the south motor due to failure. We have now experienced a failure of the north motor, which is critical for maintaining proper mixing and biological treatment within the ditch. Without full mixing capability, the treatment process becomes inefficient.

To maintain reliable operations, prevent process upsets, and ensure compliance with treatment standards, staff recommends replacing the failed north motor.

Recommended Council Action:

Approval of the purchase of a new motor for the Oxidation Ditch for the East Wastewater Treatment Plant from Komline Sanderson in the amount of \$25,000.00

Financial Impact:

Cost: \$25,000.00



Agenda Memo

Public Works Department

City of Crest Hill

Meeting Date: 2/9/2026

Submitter: Gary Richardson

Department: Public Works

Agenda Item: Organizational Structure Change in Public Works

Summary:

Proposed Organizational Restructure of Public Works

The purpose of the recommended organizational restructuring of the Public Works Department, in very general terms, is to improve the delivery of all services to the residents of the City of Crest Hill. As Director of Public Works, I feel I am qualified to make a recommendation of this magnitude to improve the department for the future.

The employees are skilled and are a great group of people to work with. The challenge the department needs to overcome is providing oversight on all levels that is consistent for the department to function in a detailed oriented, cohesive manner resulting in a highly productive Public Works Department.

List of concerns I have observed:

- The current structure includes a Director of Public Works, Deputy Director (currently vacant for a long time) and an Administrative Assistant to lead the entire staff of Local 150 Unionized Labor.
- The span of control for these leadership positions is not adequate to provide the needed detailed technical oversight to meet all the demands of two (Class 1) Wastewater Plants, a Water System, Fleet Services, Streets, Utilities, Building and Grounds, and numerous other responsibilities.
- The current organizational structure provides four union crew leaders in the areas of Fleet, Streets, Building and Grounds, and East STP. However, the Water System and the West STP do not have a Crew Leader formally assigned in those important areas. A crew leader is a point of contact for non-union leadership to accomplish tasks with union members. Two employees from the union should be promoted to the crew leader positions.

Recommended Council Action:

Approve the Proposed Organizational Restructure of Public Works.

Attachments:

PowerPoint of the proposed organizational restructuring

Compiled Presentation

Public Works Organizational Charts



Gary Richardson • Director

Current

