



Regular City Council Meeting

Crest Hill, IL

October 20, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

1. Financial Reports - August & September 2025

Minutes:

2. Approve the Minutes from the Regular Meeting Held on October 6, 2025
3. Approve the Minutes from the Work Session Held on October 13, 2025

City Attorney:

City Administrator:

4. Approve the Proposal with ACP CreativIT for a Projector & Screen Project in the Amount of \$15,897.00 as well as Authority up to \$5,000.00 for Electrical Work
5. Approval to Update the Format of Agendas to a Consent Agenda Starting with the City Council Meeting on November 3, 2025
6. Approve a Resolution Approving Acceptance of Proposal #61-18357 R4 and #61-21400 R3 for the Crest Hill East Water Treatment Plant and Public Works Maintenance Facility Improvements by and between the City of Crest Hill, Will County, Illinois and Low Voltage Solutions, Inc. for an Amount of \$237,260

Public Works Department:

7. Approval of Pay Request #33 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$942,920.29
8. Approve the Proposal from M.E. Simpson for another Water Distribution System Leak Detection Survey not to Exceed an Amount of \$21,165
9. Approve the Proposal from M.E. Simpson for the Large Water Meter Testing Project not to Exceed an Amount of \$36,435

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 Engineer:

- [10.](#) Approve a Resolution Approving a Construction Agreement for the Chemical Feed System Upgrades at Wells 4,8,9,11 and 12 by and between the City of Crest Hill, Will County, Illinois and Dahme Mechanical Industries, Inc. for an Amount of \$599,866
- [11.](#) Approve a Resolution to Accept Planning Technical Assistance Services Delivered by the Chicago Metropolitan Agency for Planning
- [12.](#) Approve a Resolution Approving a Professional Services Agreement for the 2026 Roadway Rehabilitation Improvement-Design Engineering Services by and between the City of Crest Hill, Will County, IL and Christopher B. Burke Engineering, Ltd. in the Amount of \$69,760

Community Development:

Police Department:

Mayor's Report:

City Clerk's Report:

City Treasurer's Report:

- [13.](#) Approval of the List of Bill Issued through October 21, 2025, in the Amount of \$3,276,212.13
- 14. Regular and Overtime Payroll from September 22, 2025, to October 5, 2025, in the Amount of \$277,481.93
- 15. Additional Payroll Compensation Time Payout in the Amount of \$23,576.54

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

- 16. 5 ILCS 120/2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, or legal counsel for the public body

Adjourn:

City of Crest Hill
Summary - All Funds Analysis
9/30/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	12,762,249	1,290,895	6,376,156	6,386,093	49.96%
<i>Expense</i>	<u>12,756,194</u>	<u>916,341</u>	<u>5,208,258</u>	<u>7,547,936</u>	<u>40.73%</u>
<i>Difference</i>	6,056	374,554	1,167,898	(1,161,843)	
<i>Ending Bal</i>	<u>6,056</u>				
<u>Motor Fuel Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	919,383	95,669	443,256	476,126	48.21%
<i>Expense</i>	<u>938,750</u>	13,361	852,290	86,460	90.79%
<i>Difference</i>	(19,367)	82,308	(409,034)	389,667	
<i>Ending Bal</i>	<u>(19,367)</u>				
<u>Non-Home Rule Sales Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,300,000	234,309	1,070,463	1,229,537	46.54%
<i>Expense</i>	<u>2,300,000</u>	71,321	356,604	1,943,396	15.50%
<i>Difference</i>	0	162,988	713,858	(713,858)	
<i>Ending Bal</i>	<u>0</u>				
<u>Water & Sewer Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	14,572,200	217,232	4,850,518	9,721,682	33.29%
<i>Expense</i>	<u>12,210,149</u>	1,026,946	4,331,327	7,878,822	35.47%
<i>Difference</i>	2,362,051	(809,714)	519,191	1,842,860	
<i>Ending Bal</i>	<u>2,362,051</u>				

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund Debt Service</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	862,675	71,321	356,604	506,071	41.34%
<i>Expense</i>	862,675	157,550	157,550	705,125	18.26%
<i>Difference</i>	0	(86,229)	199,054	(199,054)	
<i>4/30</i>	<u>0</u>				
<u>Capital Replacement Program</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	595,225	20	249,274	345,952	0.00%
<i>Expense</i>	<u>465,000</u>	23,910	380,016	84,984	81.72%
<i>Difference</i>	130,225	(23,890)	(130,742)	260,967	
<i>4/30</i>	<u>130,225</u>				
<u>W/S Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,307,822	0	0	2,307,822	0.00%
<i>Expense</i>	<u>4,633,108</u>	361,114	868,153	3,764,956	18.74%
<i>Difference</i>	(2,325,286)	(361,114)	(868,153)	(1,457,134)	
<i>4/30</i>	<u>(2,325,286)</u>				
<u>Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	964,492	0	0	964,492	0.00%
<i>Expense</i>	<u>2,500,000</u>	<u>643,422</u>	<u>691,603</u>	<u>1,808,397</u>	27.66%
<i>Difference</i>	(1,535,508)	(643,422)	(691,603)	(843,905)	
<i>Ending Bal</i>	<u>(1,535,508)</u>				

City of Crest Hill
Fund Analysis
9/30/2025

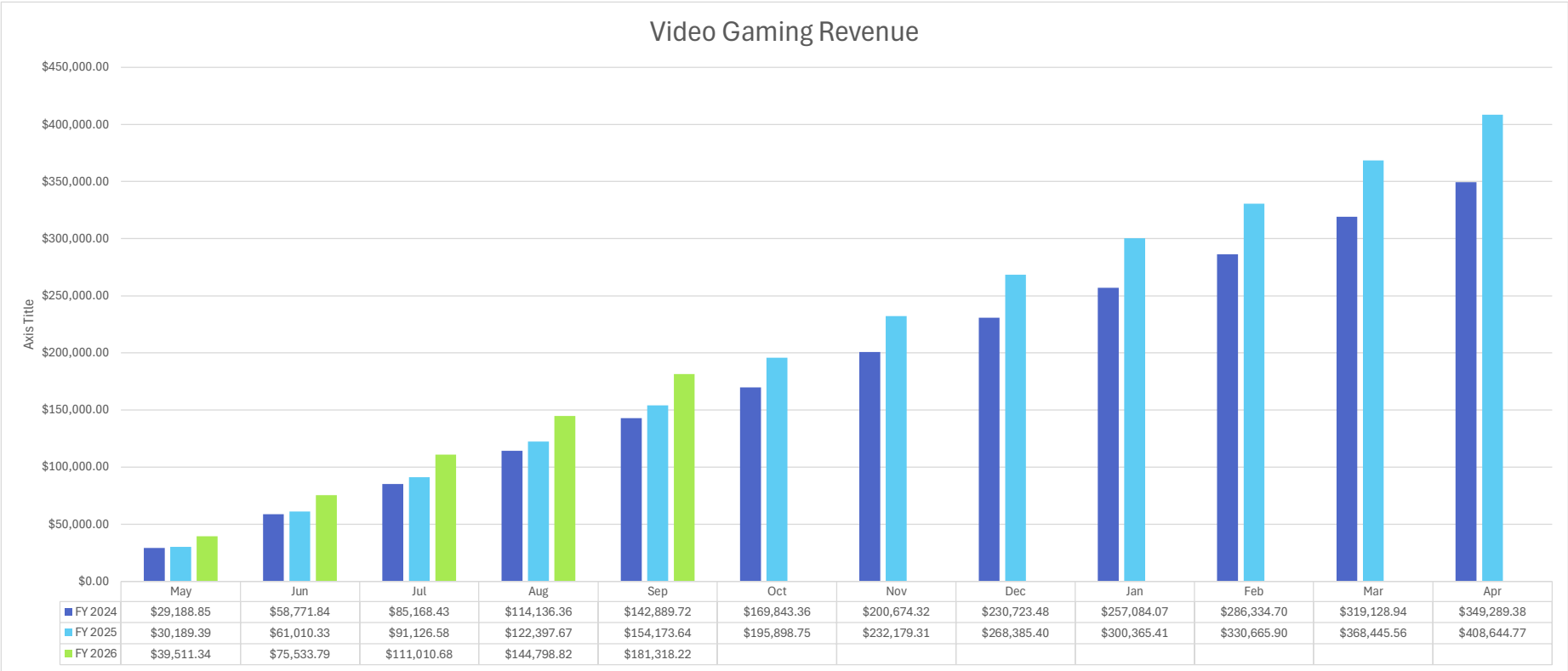
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>Garbage</u>						<u>Debt Service Fund</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,451,816	0	489,715	962,101	33.73%	<i>Revenue</i>	2,085,621	146,332	731,660	1,353,960	35.08%
<i>Expense</i>	1,451,816	121,005	605,024	846,792	33.73%	<i>Expense</i>	<u>2,085,621</u>	331,992	331,992	1,753,628	15.92%
<i>Difference</i>	0	(121,005)	(115,309)	115,309		<i>Difference</i>	0	(185,660)	399,668	(399,668)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>0</u>				
<u>Police Pension</u>						<u>Police Special Assets</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,818,021	0	1,025,060	792,961	56.38%	<i>Revenue</i>	24,205	0	0	24,205	0.00%
<i>Expense</i>	1,798,798	0	292,107	1,506,691	9.90%	<i>Expense</i>	<u>24,205</u>	0	0	24,205	0.00%
<i>Difference</i>	19,223	0	732,952	(713,729)		<i>Difference</i>	0	0	0	0	
<i>Ending Bal</i>	<u>19,223</u>					<i>Ending Bal</i>	<u>0</u>				
<u>TIF-Weber/Division</u>						<u>General Fund - West Plant Rehab</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	<u>103,000</u>	21,853	89,189	13,811		<i>Revenue</i>	16,500,000	0	4,456,095	12,043,905	0
<i>Expense</i>	103,000	0	158	92,543	0	<i>Expense</i>	<u>17,755,075</u>	<u>1,386,397</u>	<u>5,769,142</u>	<u>11,985,933</u>	0.00%
<i>Difference</i>	0	21,853	89,032	(78,732)		<i>Difference</i>	(1,255,075)	(1,386,397)	(1,313,047)	57,972	
<i>Ending Bal</i>	<u>0</u>					0	<u>(1,255,075)</u>				
<u>TIF-Larkin/30</u>						<u>Total</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	30,900	0	25,015	5,885	0	<i>Revenue</i>	<u>57,297,609</u>	<u>2,077,632</u>	<u>20,163,005</u>	<u>37,134,604</u>	35.19%
<i>Expense</i>	30,900	0	0	30,900	0	<i>Expense</i>	<u>59,915,291</u>	<u>5,053,360</u>	<u>19,844,224</u>	<u>40,060,767</u>	33.12%
<i>Difference</i>	0	0	25,015	(25,015)	0	<i>Difference</i>	(2,617,682)	(2,975,728)	318,780	(2,926,163)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>(2,617,682)</u>				

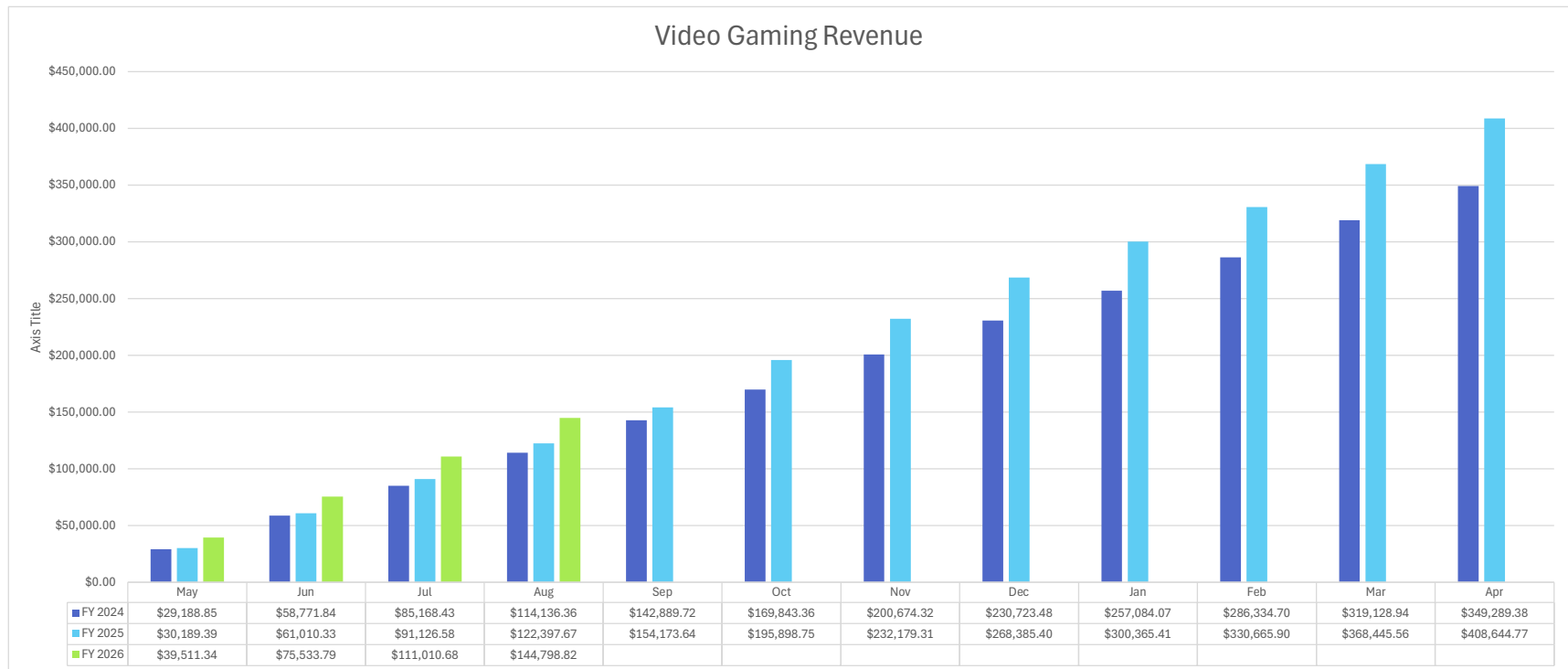
City of Crest Hill
Summary - General & Enterprise Funds Analysis
9/30/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>	0	0	0	
Revenue	12,762,249	1,290,895	6,376,156	6,386,093	49.96%
Expense					
Officials	103,328	6,684	139,117	(35,789)	134.64%
Police	5,505,337	465,867	2,323,620	3,181,717	42.21%
Street	1,690,325	73,295	505,759	1,184,566	29.92%
Facilities Management	498,049	39,510	200,061	297,989	40.17%
Information Technology	631,991	91,213	296,409	335,582	46.90%
Fleet Vehicle Maintenance	591,167	40,371	217,285	373,882	36.76%
Administration	2,160,775	98,518	993,524	1,167,251	45.98%
Clerks	249,571	15,141	84,186	165,386	33.73%
Treasurers	341,840	8,871	46,377	295,464	13.57%
Building	<u>983,811</u>	<u>76,871</u>	<u>401,921</u>	<u>581,889</u>	<u>40.85%</u>
	12,756,194	916,341	5,208,258	7,547,936	40.73%
Difference	6,056	374,554	1,167,898	(1,161,843)	
Ending Balance	<u>6,056</u>				

Water & Sewer

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>				
Revenue	14,572,200	217,232	4,850,518	9,721,682	33.29%
Expense					
Water	3,206,250	654,839	1,839,857	1,366,393	57.38%
Sewer	912,957	26,852	212,647	700,310	23.29%
S.T.P.	1,722,384	122,668	772,783	949,601	44.87%
Adminisiration	<u>6,368,559</u>	<u>222,587</u>	<u>1,506,040</u>	<u>4,862,518</u>	<u>23.65%</u>
	12,210,149	1,026,946	4,331,327	7,878,822	35.47%
Difference	2,362,051	(809,714)	519,191	1,842,860	
Ending Balance	<u>2,362,051</u>				





City of Crest Hill
Summary - All Funds Analysis
8/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	12,762,249	1,181,810	5,085,261	7,676,988	39.85%
<i>Expense</i>	<u>12,756,194</u>	<u>777,065</u>	<u>4,291,916</u>	<u>8,464,278</u>	<u>33.98%</u>
<i>Difference</i>	6,056	404,745	793,345	(787,289)	
<i>Ending Bal</i>	<u>6,056</u>				
<u>Motor Fuel Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	919,383	89,488	347,587	571,796	37.81%
<i>Expense</i>	<u>938,750</u>	554,536	838,929	99,821	89.37%
<i>Difference</i>	(19,367)	(465,048)	(491,342)	471,975	
<i>Ending Bal</i>	<u>(19,367)</u>				
<u>Non-Home Rule Sales Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,300,000	237,606	836,153	1,463,847	36.35%
<i>Expense</i>	<u>2,300,000</u>	71,321	285,283	2,014,717	12.40%
<i>Difference</i>	0	166,286	550,870	(550,870)	
<i>Ending Bal</i>	<u>0</u>				
<u>Water & Sewer Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	14,572,200	311,393	4,633,286	9,938,914	31.80%
<i>Expense</i>	<u>12,210,149</u>	533,376	3,304,381	8,905,769	27.06%
<i>Difference</i>	2,362,051	(221,982)	1,328,905	1,033,146	
<i>Ending Bal</i>	<u>2,362,051</u>				

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund Debt Service</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	862,675	71,321	285,283	577,392	33.07%
<i>Expense</i>	862,675	0	0	862,675	0.00%
<i>Difference</i>	0	71,321	285,283	(285,283)	
<i>4/30</i>	<u>0</u>				
<u>Capital Replacement Program</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	595,225	246,501	249,254	345,972	0.00%
<i>Expense</i>	<u>465,000</u>	2,030	356,106	108,894	76.58%
<i>Difference</i>	130,225	244,471	(106,852)	237,077	
<i>4/30</i>	<u>130,225</u>				
<u>W/S Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,307,822	0	0	2,307,822	0.00%
<i>Expense</i>	<u>4,633,108</u>	67,691	507,038	4,126,070	10.94%
<i>Difference</i>	(2,325,286)	(67,691)	(507,038)	(1,818,248)	
<i>4/30</i>	<u>(2,325,286)</u>				
<u>Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	964,492	0	0	964,492	0.00%
<i>Expense</i>	<u>2,500,000</u>	<u>36,080</u>	<u>48,181</u>	<u>2,451,819</u>	1.93%
<i>Difference</i>	(1,535,508)	(36,080)	(48,181)	(1,487,327)	
<i>Ending Bal</i>	<u>(1,535,508)</u>				

City of Crest Hill
Fund Analysis
8/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>Garbage</u>						<u>Debt Service Fund</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,451,816	501	489,715	962,101	33.73%	<i>Revenue</i>	2,085,621	146,332	585,328	1,500,292	28.06%
<i>Expense</i>	1,451,816	242,010	484,019	967,796	33.73%	<i>Expense</i>	<u>2,085,621</u>	0	0	2,085,621	0.00%
<i>Difference</i>	0	(241,509)	5,696	(5,696)		<i>Difference</i>	0	146,332	585,328	(585,328)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>0</u>				
<u>Police Pension</u>						<u>Police Special Assets</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,818,021	0	1,025,060	792,961	56.38%	<i>Revenue</i>	24,205	0	0	24,205	0.00%
<i>Expense</i>	1,798,798	0	292,107	1,506,691	9.90%	<i>Expense</i>	<u>24,205</u>	0	0	24,205	0.00%
<i>Difference</i>	19,223	0	732,952	(713,729)		<i>Difference</i>	0	0	0	0	
<i>Ending Bal</i>	<u>19,223</u>					<i>Ending Bal</i>	<u>0</u>				
<u>TIF-Weber/Division</u>						<u>General Fund - West Plant Rehab</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	<u>103,000</u>	0	67,336	35,664		<i>Revenue</i>	16,500,000	2,145,329	4,456,095	12,043,905	0
<i>Expense</i>	103,000	0	158	92,543	0	<i>Expense</i>	<u>17,755,075</u>	<u>1,170,608</u>	<u>4,382,745</u>	<u>13,372,330</u>	0.00%
<i>Difference</i>	0	0	67,178	(56,878)		<i>Difference</i>	(1,255,075)	974,721	73,350	(1,328,425)	
<i>Ending Bal</i>	<u>0</u>					0	<u>(1,255,075)</u>				
<u>TIF-Larkin/30</u>						<u>Total</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	30,900	12,507	25,015	5,885	0	<i>Revenue</i>	<u>57,297,609</u>	<u>4,442,788</u>	<u>18,085,373</u>	<u>39,212,236</u>	31.56%
<i>Expense</i>	30,900	0	0	30,900	0	<i>Expense</i>	<u>59,915,291</u>	<u>3,454,716</u>	<u>14,790,864</u>	<u>45,114,127</u>	24.69%
<i>Difference</i>	0	12,507	25,015	(25,015)	0	<i>Difference</i>	(2,617,682)	988,072	3,294,509	(5,901,891)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>(2,617,682)</u>				

City of Crest Hill
Summary - General & Enterprise Funds Analysis
8/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>	0	0	0	
Revenue	12,762,249	1,181,810	5,085,261	7,676,988	39.85%
Expense					
Officials	103,328	8,364	132,432	(29,105)	128.17%
Police	5,505,337	382,065	1,857,753	3,647,585	33.74%
Street	1,690,325	107,344	432,464	1,257,861	25.58%
Facilities Management	498,049	39,922	160,551	337,499	32.24%
Information Technology	631,991	15,854	205,196	426,795	32.47%
Fleet Vehicle Maintenance	591,167	41,529	176,914	414,253	29.93%
Administration	2,160,775	106,306	895,006	1,265,769	41.42%
Clerks	249,571	14,139	69,044	180,527	27.67%
Treasurers	341,840	6,901	37,506	304,335	10.97%
Building	<u>983,811</u>	<u>54,641</u>	<u>325,051</u>	<u>658,760</u>	<u>33.04%</u>
	12,756,194	777,065	4,291,916	8,464,278	33.98%
Difference	6,056	404,745	793,345	(787,289)	
Ending Balance	<u>6,056</u>				

Water & Sewer

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>				
Revenue	14,572,200	311,393	4,633,286	9,938,914	31.80%
Expense					
Water	3,206,250	180,045	1,185,018	2,021,232	36.96%
Sewer	912,957	55,210	185,795	727,162	20.35%
S.T.P.	1,722,384	79,544	650,115	1,072,269	37.75%
Adminisiration	<u>6,368,559</u>	<u>218,577</u>	<u>1,283,453</u>	<u>5,085,105</u>	<u>20.15%</u>
	12,210,149	533,376	3,304,381	8,905,769	27.06%
Difference	2,362,051	(221,982)	1,328,905	1,033,146	
Ending Balance	<u>2,362,051</u>				

MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
October 6, 2025

The regular meeting of the City of Crest Hill was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison. Mayor Soliman asked for everyone to remain standing after the Pledge of Allegiance.

Roll call indicated the following present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Jamie Malloy, Alderman Scott Dyke, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert (7:03PM), Alderman Joe Kubal.

Also present were: City Administrator Blaine Wing, Police Chief Ed Clark, Finance Director Glenn Gehrke, City Engineer Ron Wiedeman, Community & Economic Development Daniel Ritter, City Attorney Mike Stiff.

Absent were: Alderman Angelo Deserio, Interim Public Works Director Julius Hansen, Community Development Consultant Ron Mentzer, Interim Human Resource Manager Dave Strahl, Building Commissioner Don Seeman.

Mayor Soliman excused Alderman Deserio from tonight's meeting.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Regular Meeting Held on September 15, 2025, per the memo dated October 6, 2025.

(#1) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to Approve the Minutes from the Regular Meeting Held on September 15, 2025, per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Dyke, Jefferson, Gazal, Oberlin, Cipiti, Kubal.

NAYES: None.

ABSENT: Ald. Deserio, Albert.

There being six (6) affirmative votes, the MOTION CARRIED.

Mayor Soliman presented the Minutes from the Work Session Meeting Held on September 22, 2025, per the memo dated October 6, 2025.

(#2) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to Approve the Minutes from the Work Session Meeting Held on September 22, 2025, per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Oberlin, Cipiti, Kubal, Jefferson, Gazal.

NAYES: None.

ABSTAIN: Ald. Dyke, Albert.

ABSENT: Ald. Deserio.

There being five (5) affirmative votes, the MOTION CARRIED.

CITY ATTORNEY: City Attorney Mike Stiff reported that he had no agenda items for the meeting but was available to answer any questions.

CITY ADMINISTRATOR: City Administrator Blaine Wing requested Approval to Establish a Flexible Spending Account Effective Date of January 1, 2026, for Employees per the memo dated October 6, 2025.

Administrator Wing noted that the Council had discussed this topic several times previously and highlighted key points from his memo starting on page 15. He explained that Section 125 plans, commonly called flexible spending accounts, offer benefits for both employers and employees.

For employers, Administrator Wing noted there would be savings in FICA and other taxes, and it would help with recruitment and retention of employees. He mentioned that several employees had asked about having a Section 125 plan for dependent care or medical expenses since he had been with the City.

On the employee side, Administrator Wing explained there would be tax savings as it lowers their overall expenditures by allowing them to set aside money for dependent care and medical expenses pre-tax, which increases their take-home pay. The overall administrative cost would be approximately \$3,000.00 annually through the health insurance cooperative.

Alderman Jefferson asked whether this was for collectively bargained employees or all employees. Administrator Wing clarified it was specifically for non-union employees, though typically when they go into union negotiations, if unions are on the City's health benefits, it is something they would like to eventually offer.

Alderpersoon Oberlin asked about the "use it or lose it" provision, expressing concern that employees need to be well-informed about this aspect. She also inquired about where unused funds would go. Administrator Wing confirmed that employees would need to be made aware of this provision and explained that unused funds would go into a general account to help offset future costs. He noted the IRS typically extends an extra 30 days, and they would continually inform employees as deadlines approach. The dependent care and elderly care options would be the first two offered.

(#3) Motion by Alderman Albert seconded by Alderpersoon Oberlin, for Approval to Establish a Flexible Spending Account Effective Date of January 1, 2026, for Employees per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke.

NAYES: None.

ABSTAIN: Ald. Jefferson.

ABSENT: Ald. Deserio.

There being six (6) affirmative votes, the MOTION CARRIED.

Administrator Wing then announced plans for professional headshots of all Council members and a group photo to be used in the upcoming newsletter and website. He proposed scheduling this for the November 3rd Council meeting, with individual photos taken between 5:00 PM and 7:00 PM in 10-minute increments. The cost estimate from a local Crest Hill photographer was \$2,600.00 total. After some discussion about the cost, Council members appeared to agree to the November 3rd date.

Alderpersn Oberlin then wished Administrator Wing a happy 50th birthday, noting there would be cake afterwards for everyone.

Alderpersn Gazal wished Administrator Wing a happy birthday, as well.

Alderpersn Gazal requested that IML expenses and scrap trucks in Crest Hill be added to the next work session agenda. Administrator Wing clarified this meant scrap metal and other materials collection.

PUBLIC WORKS DEPARTMENT: On behalf of the Interim Public Works Director, Julius Hansen, Mayor Soliman requested Approval of Pay Request #32 from Vissering Construction, Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,379,799.03 per the memo dated October 6, 2025.

(#4) Motion by Alderman Albert seconded by Alderpersn Oberlin, to Approve Pay Request #32 from Vissering Construction, Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,379,799.03 per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Jefferson.

NAYES: None.

ABSENT: Ald. Deserio.

There being seven (7) affirmative votes, the MOTION CARRIED.

CITY ENGINEER: City Engineer Ron Wiedeman requested to Approve a Resolution Approving an Engineering Design Agreement for Caton Farm Road Over CN Railroad (formally EJ&E) by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. For an Amount of \$79,650.00 per the memo dated October 6, 2025.

(#5) Motion by Alderpersn Gazal seconded by Alderman Albert, to Approve a Resolution Approving an Engineering Design Agreement for Caton Farm Road Over CN Railroad (formally EJ&E) by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. For an Amount of \$79,650.00 per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Cipiti, Albert, Kubal, Dyke, Jefferson, Gazal, Oberlin.

NAYES: None.

ABSENT: Ald. Deserio.

There being seven (7) affirmative votes, the MOTION CARRIED.

Resolution #1347

Alderman Albert asked Engineer Wiedeman about work done to the bridge since it was built in 1986. Engineer Wiedeman responded that he had only seen minor patching.

Alderwoman Gazal reported a broken street sign on McGilvery and Weber, noting that one of the metal bands holding the sign was completely gone. Engineer Wiedeman said he would notify Public Works Department.

COMMUNITY DEVELOPMENT: Community & Economic Development Director Daniel Ritter requested to Approve an Ordinance Amending Section 5.08.180 (Premises; Hours of Business) Chapter 5.08 (Alcoholic Beverages) of Title 5 (Business Licenses and Regulations) of the City of Crest Hill Code of Ordinances per the memo dated October 6, 2025.

Director Ritter explained this ordinance addresses two items related to liquor licenses: changing the overall restaurant Class H closing time to allow restaurants to stay open and serve liquor until midnight and changing Sunday hours to allow earlier serving from 6:00 AM instead of 10:00 AM.

Director Ritter stated the goal was to provide flexibility to both existing businesses and those the City is trying to attract. He found these times to be more standard with surrounding communities, and the types of businesses Crest Hill wants to attract. The hope was that this would help attract new businesses and encourage people to dine, eat, drink, watch sports, and go golfing in Crest Hill.

Alderman Oberlin noted a typographical error on page 69, item 5, where "house" should be "hours." City Administrator Wing confirmed this was a scrivener's error.

(#6) Motion by Alderman Albert seconded by Alderman Oberlin, to Approve an Ordinance Amending Section 5.08.180 (Premises; Hours of Business) Chapter 5.08 (Alcoholic Beverages) of Title 5 (Business Licenses and Regulations) of the City of Crest Hill Code of Ordinances per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Kubal, Dyke, Jefferson, Gazal, Oberlin, Cipiti, Albert.

NAYES: None.

ABSENT: Ald. Deserio.

There being seven (7) affirmative votes, the MOTION CARRIED.
Ordinance #2033

Director Ritter provided a brief update on QuikTrip, stating there was no real update as they were still waiting on IDOT to finish their review. They had reached out to IDOT who responded but did not give a specific timeframe.

Director Ritter also announced that Will County Center for Economic Development would be holding elected officials training on October 29th (Wednesday) in Frankfort from 7:30 AM to 11:30 AM. The free training would walk through base-level economic development tools that different communities have. He offered to send information to all Council members.

Mayor Soliman stated that they would work to get a letter out by the end of the week to all liquor license holders informing them of the changes, which would be effective immediately. Director Ritter noted the park district was eager to receive the ordinance and some businesses might need it to adjust their gaming hours with the state.

Alderwoman Gazal mentioned that Dan Serna from Soprano's was looking to open on Wednesday. Director Ritter said he would reach out to him.

POLICE DEPARTMENT: Police Chief Ed Clark reported no agenda items but reminded everyone that trick-or-treat hours would be from 4:00 PM to 7:00 PM, with police being very visible and handing out items to children.

Chief Clark thanked McDonald's for hosting their second "Coffee with a Cop" event the previous week. Despite being quickly organized, many people attended and connected with officers. McDonald's was very gracious in hosting. When asked if the Hamburglar was there, Chief Clark joked that they did eat donuts there, from Dunkin'.

Mayor Soliman commended the Crest Hill Police Association golf outing held on September 29th, specifically recognizing Deputy Chief Dave Reavis and his wife Shelly for their work. It was a great event that raised money for needy people, held on a beautiful weather day on a tough course. He acknowledged help from the entire Police Department with prizes and logistics.

Alderwoman Gazal thanked Chief Clark for moving the speed car and asked for total citations for Knapp Street by Willow Falls since they had reached out about the issue. Chief Clark explained that typically when they put the sign out, it serves as a warning to residents, and then they do enforcement after the sign is removed. He would email the citation numbers.

Alderwoman Gazal also asked about considering other local businesses for future "Coffee with a Cop" events, suggesting places like Cafe de Casa that could use the promotion. Chief Clark said absolutely and was also considering hosting it at City Hall to bring multiple companies together at once.

Alderman Dyke asked if patrol could be increased on Hosmer Avenue by Inner Circle when kids get off school and people get off work, as residents had contacted him about speeding on that long stretch with no stop sign. Chief Clark said absolutely.

MAYOR'S REPORT: Mayor Soliman presented the request from Superintendent Andy Siegfried for road closures for the Chaney-Monge Halloween Parade, which they had been doing for about 30 years. The parade will be held Friday, October 31st at 1:00 PM for kindergarten through eighth grade students. They would need assistance from Public Works and Police for traffic control and road closures. Weather permitting, it usually lasts about thirty minutes.

(#7) Motion by Alderman Dyke seconded by Alderperson Oberlin, to Approve the Road Closure for Chaney-Monge Halloween Parade per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Albert, Kubal, Dyke, Jefferson, Gazal, Oberlin, Cipiti.

NAYES: None.

ABSENT: Ald. Deserio.

There being seven (7) affirmative votes, the MOTION CARRIED.

Mayor Soliman then shared updates on several recent celebrations and ribbon cuttings:

On September 18th, the CFX Boxing Gym held its grand opening in the Hillcrest Shopping Center, attached to the fitness center. The City of Crest Hill and Joliet Regional Chamber of Commerce representatives attended the event. The Mayor noted this was the first boxing gym in Crest Hill and would help keep younger children interested in boxing off the streets.

On September 20th, Window World on Caton Farm Road celebrated its 15th anniversary. Treasurer Jamie Malloy and City Clerk Christine Vershay-Hall attended. The Mayor recalled being at their opening fifteen years ago when they occupied only one-eighth of the building; now they have the entire building. They hosted a family-oriented event with petting zoos, pony rides, and food.

Later that afternoon, they attended the ribbon cutting for Mr. Auto Care at 2424 Plainfield Road, in the same strip mall as Urban Kitchen. Owner Chris Maykuth maintained one of the cleanest automotive floors the Mayor had ever seen - "you could literally eat off the floor." The Mayor described him as a young, ambitious, thoughtful, and considerate individual.

On October 5th, the Lockport Township Fire Protection District held their annual open house with over five hundred attendees. They had helicopter demonstrations, free food all day, and activities for children to explore fire engines and ambulances. Mayor Soliman noted October is Fire Prevention Month and recommended residents have escape plans ready for emergencies. He commented it was the largest crowd he had ever seen at their open house.

CITY CLERK: City Clerk Christine Vershay-Hall announced that the City would be holding a free community shred event in partnership with Lockport Township government on Saturday, October 25, 2025, from 9:00 AM to 11:00 AM in the front parking lot of City Hall, with a limit of four boxes per resident.

CITY TREASURER: City Treasurer Jamie Malloy requested Approval of Sales Tax Incentive Rebate Calendar Year 2024 Payment to Food4Less for \$39,653.22 per the memo dated October 6, 2025.

(#8) Motion by Alderman Albert seconded by Alderman Dyke, for Approval of Sales Tax Incentive Rebate Calendar Year 2024 Payment to Food4Less for \$39,653.22 per the memo dated October 6, 2025.

On roll call, the vote was:

AYES: Ald. Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke.

NAYES: None

ABSENT: Ald. Deserio.

There being seven (7) affirmative votes, the MOTION CARRIED.

City Treasurer Jamie Malloy requested to Approve the List of Bills Issued Through October 7, 2025, in the Amount of \$1,174,960.57 per the memo dated October 6, 2025.

Alderwoman Gazal commented for the record that she never makes a motion for the list of bills.

(#9) Motion by Alderman Dyke seconded by Alderman Jefferson, to Approve the list of bills issued through September 16, 2025, in the amount of \$1,016,129.50 for Council approval per the memo dated September 15, 2025.

On roll call, the vote was:

AYES: Ald. Oberlin, Cipiti, Albert, Kubal, Dyke, Jefferson.

NAYES: None

ABSTAIN: Ald. Gazal.

ABSENT: Ald. Deserio.

There being six (6) affirmative votes, the MOTION CARRIED.

City Treasurer Jamie Malloy presented the Regular and Overtime Payroll from September 7, 2025, through September 21, 2025, in the amount of \$273,770.54 per the memo dated October 6, 2025.

City Treasurer Jamie Malloy presented the Additional Payroll for the Police Retention Program Funded with a Grant from the State of Illinois in the Amount of \$77,500.00 per the memo dated October 6, 2025.

Alderwoman Gazal questioned the line item for the pizza on the list of bills that was in the amount of \$316.19 and for the record she stated that the Finance Director explained that this was for the volunteers at the Neighbors Night Out Event. She also asked for the record if this will be moved to its own line item and was told that it would be taken care of.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: Engineer Wiedeman mentioned that Administrator Wing had sent an email about a new website for construction projects. He asked Council members to review it this week and provide feedback to make it active, as it would help give residents more information on projects. Alderman Jefferson commented that he had looked at it and thought it was a good upgrade, especially if residents could access it.

COMMITTEE/LIAISON REPORTS: There were no committee/liaison reports.

CITY COUNCIL COMMENTS: Alderman Albert echoed the Mayor's comments about the Crest Hill Police Association golf outing, noting they have sold out the last several years and congratulating everyone involved.

Alderman Oberlin wished Alderman Deserio and his wife a happy 30th wedding anniversary.

Alderwoman Gazal reminded everyone that October is Breast Cancer Awareness Month and encouraged all women and men to get checked, sharing that she had lost her mother to breast cancer.

Alderman Dyke congratulated his son on his latest promotion with the Sheriff's Department to a new position he would be holding next week, commending all his hard work and effort to climb the ladder of accomplishment.

Mayor Soliman shared that the City of Crest Hill had lost their second-to-last living World War II veteran, Chester Bozek, age 97, who lived in Carillon Lakes. He was very active and independent until about the last month. Mr. Bozek served in the United States Navy in World War II and was redrafted to serve in the Army during the Korean War. Many had seen him at Memorial Day ceremonies over the last 5-6 years. The Mayor offered condolences to the Bozek family and noted that Richard Pemble of Willow Falls is the only remaining World War II veteran he is aware of in Crest Hill.

PUBLIC COMMENT:

No one approached the podium to address the Council.

There being no further business before the Council, and no action needed from an executive session, a motion for adjournment was in order.

(#10) Motion by Alderman Dyke seconded by Alderman Albert, to adjourn the October 6, 2025, Council meeting.

On roll call, the vote was:

AYES: Ald. Oberlin, Cipiti, Albert, Kubal, Dyke, Jefferson, Gazal,

NAYES: None.

ABSENT: Ald. Deserio.

There being seven (7) affirmative votes, the MOTION CARRIED.

The meeting was adjourned at 7:40 p.m.

Approved this ____ day of _____, 2025.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
October 13, 2025

The October 13, 2025, the City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

The following Council members were present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Jamie Malloy, Alderman Scott Dyke, Alderman Angelo Deserio, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti.

Also Present were: City Administrator Blaine Wing, Finance Director Glenn Gehrke, City Engineer Ron Wiedeman, Interim Public Works Director Julius Hansen, City Attorney Mike Stiff.

Absent were: Alderman Nate Albert, Alderman Joe Kubal, Police Chief Ed Clark, Community & Economic Development Director Daniel Ritter, Building Commissioner Don Seeman, Community Development Consultant Ron Mentzer, Interim Human Resource Manager Dave Strahl.

TOPIC: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the 2026 Roadway Rehabilitation Improvement for the locations specified in this memo for a not to exceed amount of \$44,880.00.

City Engineer Ron Wiedeman presented information about the 2026 Road Rehabilitation Improvements. He explained that this agenda item was unintentionally included on tonight's agenda, and he provided Council members with a revised memo. He noted this is the same time every year when design work for the following year's streets and capital projects is discussed as budgets are being prepared.

Engineer Wiedeman displayed a table from the pavement rating condition report, explaining that streets in pink, light red, red, and gray are targeted for street rehabilitation, while streets above those ratings are typically targeted for patching, crack control, or quick resurfacing.

He presented a map showing the proposed work locations for 2026:

Ward 1:

- Caton Farm Road
- Cheney Road
- Hoffman Road
- Elsie Road
- Stern Road (from Oakland to Clement)

Ward 2:

- Kingsbrook Drive (from Boreal to north end)
- Longmeadow Drive (from Kingsbrook Drive)

Ward 3:

- Fox Meadow Drive (from Gaylord to Springside Drive)
- Silver Rock Drive (from Fox Meadow to Springside Drive)

Ward 4:

- Carlton Street
- Dundee Street (including all driveway replacements due to drainage issues)

Engineer Wiedeman explained that while the total estimated cost for these locations would be approximately \$2 million, he plans to budget \$1.45 million, noting that good prices in past years have allowed the City to complete extra streets beyond initial plans.

He also discussed planned water main relocations for 2026:

- Oakland Avenue (from Ludwig to Theodore) - second phase
- Imperial Drive (from Rut to Linwood) - including storm sewer improvements.
- Potentially Inner Circle (from Marlboro to Hosmer) if budget permits.

Engineer Wiedeman estimated the water main work at \$2.9 million with a planned budget of \$2.5 million, noting that further budget discussions would be needed. He requested Council's agreement on the locations and approval to move forward with design work, with Christopher B. Burke Engineering's cost at \$69,790.

Mayor Soliman conducted an informal vote to approve the professional services agreement with Christopher B. Burke Engineering Ltd. to perform design engineering services for the 2026 Roadway Rehabilitation Improvement for a not to exceed the amount of \$69,790.00.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

This will be placed on the agenda for the next regular meeting.

TOPIC: Large Water Meter Testing Project

Interim Public Works Director Julius Hansen presented information on the Large Water Meter Testing Project. He explained that this project aims to reduce the unaccounted water loss in the City's system by inspecting large water meters (1.5 inches in diameter and larger) in commercial and business locations.

Interim Director Hansen stated that ninety-two large meters were tested last year, and this proposal would cover the testing of the remaining seventy-seven meters to complete the project. He provided a report on the previous test results:

- 54 of 92 meters were within limits.
- Eight meters failed but were repaired and retested within limits.
- Five meters failed and are recommended for replacement.
- Twenty-five meters were not testable for various reasons.

Interim Director Hansen recommended annual testing of meters due to the high percentage of unaccounted water loss in the City's system. He noted that any necessary repairs would be at the City's expense and would be performed by another contractor.

The cost for testing the remaining seventy-seven meters is \$36,435.00. Interim Director Hansen emphasized that finding and fixing meter issues is a wise investment to prevent water loss and save money.

In response to questions, Interim Director Hansen clarified that the City plans to address the twenty-five meters that could not be tested previously and would work to ensure all meters are modern and accurate.

Mayor Soliman conducted an informal vote to approve the Large Water Meter Testing Project with M.E. Simpson for a not to exceed amount of \$36,435.00.

AYES: Ald. Cipiti, Oberlin, Gazal, Jefferson, Deserio, Dyke.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

This will be placed on the agenda for the next regular meeting.

TOPIC: Water Distribution System Leak Detection Survey

Interim Public Works Director Julius Hansen presented information on the Water Distribution System Leak Detection Survey. He explained this project has similar goals to the meter testing project - reducing unaccounted water loss in the system.

Interim Director Hansen reported that Emmy Simpson, who specializes in finding underground leaks, conducted a leak detection survey of the entire system in April. That survey found twelve leaks estimated to be losing approximately 110,000 gallons of water per day. These leaks were immediately fixed.

Given the high percentage of unaccounted water loss, Interim Director Hansen recommended conducting a second leak detection survey before winter. He noted that summer drought conditions can cause ground constriction and contraction, potentially creating new leaks. The cost for a second complete City survey would be \$21,165.00.

Interim Director Hansen emphasized the importance of controlling water loss before the transition to Lake Michigan water and stated that leak detection is a good investment if it prevents water loss and saves money.

Mayor Soliman conducted an informal vote to approve the Water Distribution System Leak Detection Survey with M.E. Simpson for a not to exceed amount of \$21,165.00.

AYES: Ald. Oberlin, Cipiti, Dyke, Deserio, Jefferson, Gazal.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

This will be placed on the agenda for the next regular meeting.

Alderman Dyke thanked Interim Director Hansen and the Public Works Department for trimming trees that were blocking signs with assistance from the Police Department. Alderman Dyke also thanked him for cleaning up Oakland Avenue.

Interim Director Hansen informed the Council that a new Christmas tree was planted by City Hall by the Veteran's & Police Memorial Garden.

TOPIC: Grant for Public Works Facility Security and Video

Finance Director Glenn Gehrke presented a proposal for security and video surveillance improvements at the Public Works facilities. He explained that most of the funding would come from a \$200,000 state grant, with the City covering the additional \$37,260 from the budget. While not initially planned or budgeted, Director Gehrke recommended utilizing the grant while available.

Director Gehrke explained that the primary issue driving the cost over \$200,000 was the east gate at the Public Works facility. The gates were installed on the outside but need to be moved inside, requiring fence extension and regrading of a berm. Additional repairs are also needed on the south side of the gate where fence damage occurred from piled materials.

In response to a question about camera coverage, Gehrke confirmed that the surveillance system would cover the majority of the facilities, though there might still be blind spots.

When asked if the facilities management building on Elrose Court would be included, Director Gehrke said he would need to confirm with staff but did not believe it was included in the current plan.

Mayor Soliman conducted an informal vote to approve the security improvements and video surveillance of Public Works facilities in the amount of \$237,260.00, with \$200,000 covered through the DCEO grant and the City's responsibility for \$37,260.00.

AYES: Ald. Gazal, Jefferson, Deserio, Dyke, Cipiti, Oberlin.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

Alderman Dyke commented that he feels there should be cameras at the Elrose Court location as well, since they are part of the Public Works Department.

This will be placed on the agenda for the next regular meeting.

TOPIC: Projector Project – Council Chamber

City Administrator Blaine Wing presented information on the proposed projector project for the Council Chambers. He noted that tonight's meeting would have benefited from having the ability to display maps and other visuals.

Administrator Wing reported that three companies had been consulted, all recommending a fixed 164-inch diagonal screen with either a Panasonic or Epson projector with 8,000-8,200 lumens. The room lighting can be adjusted to accommodate the projector.

The recommended solution came in just under \$16,000.00, slightly above Administrator Wing's initial estimate of \$15,000. Additional electrical work would cost up to \$5,000. Stuart, a representative from the vendor ACP Creative IT, was present and offered additional information on the installation.

Stuart explained that the screen would be approximately 11.5 feet across by 7.25 feet tall, which is still small for the space considering viewing distances. He assured Council members that people in the audience would be able to see the projected content. The projector would be mounted about twelve feet away from the screen, hanging from the ceiling.

Administrator Wing noted that the existing TV would be saved for potential use elsewhere, such as outside the Chambers or in the Community Room. He also mentioned that a lift for installation was budgeted and would be purchased for this location to address water damage and other maintenance needs.

During discussion, some Council members expressed concern about the expense and necessity of the project. Alderman Cipiti was specifically concerned about budget impacts and unanticipated repairs throughout the year, though Director Gehrke clarified that water main repairs come from a different fund than this project would.

Mayor Soliman conducted an informal vote to approve the projector project with ACP Creative IT in the amount of \$15,897.00 and up to \$5,000.00 for electrical work for the Council Chambers.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin

NAYES: None.

UNSURE: Ald. Cipiti.

ABSENT: Ald. Albert, Kubal.

Mayor noted that this project would not be any cheaper if delayed.

This will be placed on the agenda for the next regular meeting.

TOPIC: Consent Agenda Discussion - Update

City Administrator Blaine Wing presented information on implementing a consent agenda format for City Council meetings. He noted this was the second time this item had been discussed in a work session.

Administrator Wing outlined the proposed structure for Council meetings with a consent agenda:

1. Opening of the meeting, pledge of allegiance, roll call.
2. Citizen or special requests and public hearings
3. Public comment for agenda items only (3-minute time limit)
4. Consent agenda
5. Reports and communications from departments and elected officials
6. Unfinished business
7. New business
8. Committee liaison reports
9. City Council comments.

10. Second public comment (on any topic, 3-minute limit)
11. Executive session (if needed)
12. Adjournment

Administrator Wing explained that the consent agenda would include routine items considered by one motion, with a statement that "all items on the consent agenda are considered routine by one motion. These items will not be separately discussed unless an alderperson so requests, in which event the item will be removed from the consent agenda and considered separately."

He noted that Crest Hill's approach would be unique, as most communities require more than one Council member to pull an item from consent, while Crest Hill would allow a single Council member to do so.

In response to questions, Administrator Wing clarified that department heads and elected officials' reports would remain separate after the consent agenda. He also confirmed that the current 3-minute time limit for public comments would remain unchanged.

Administrator Wing indicated that if approved at the October 20th meeting, the new format would be implemented for the November 3rd meeting.

Mayor Soliman conducted an informal vote to approve the implementation of a consent agenda format for City Council meetings.

AYES: Ald. Cipiti, Oberlin, Gazal, Jefferson, Deserio, Dyke.
NAYES: None.
ABSENT: Ald. Kubal, Albert.

This will be placed on the agenda for the next regular meeting.

TOPIC: Winter Fest 2025

City Administrator Blaine Wing distributed a handout with information about Winter Fest 2025, scheduled for December 6, 2025, from 3:00 to 6:00 PM.

Administrator Wing reported that estimated revenue from sponsorships was \$7,500.00, with \$5,500.00 already committed from sponsors. The City had also applied for a grant of \$2,500.00, which would bring total revenue to \$10,000.00 if approved. Currently estimated expenses are \$7,500.00.

Alderman Gazal expressed concern that she was not aware the item would be on the agenda and felt she was not being given the opportunity to do her work as chairperson of the event.

Alderdwoman Gazal mentioned she had already gotten a good response from high school students who needed community service hours and had volunteered to help.

Administrator Wing mentioned that he does not anticipate staff participating and creating an overtime cost.

Discussion included costume characters such as the Grinch and Olaf, a shortened parade route, and a wagon provided by the park district for elected officials to ride on and distribute candy.

Administrator Wing noted that they were ahead of schedule compared to last year when planning began around November 15th. He added that the park district was providing additional components this year, and staff were working with vendors to secure contracts.

This item was for information only.

TOPIC: IML Conference Discussion

City Administrator Blaine Wing presented information regarding the Illinois Municipal League (IML) Conference that was recently held. He spent several hours reviewing submitted invoices, credit card expenses, and city policies.

Administrator Wing noted potential issues with conference expenses including: canceling after the event cancellation period, not taking advantage of early registration savings, booking hotel rooms, and not using them, paying for parking at higher rates, and attending the conference for fewer days than paid for.

Administrator Wing recommended updating the City's credit card policy and purchasing policy, both of which were outdated (one from 2016). He proposed that no elected officials should have access to or use of any city Credit card, and that all registrations for conferences should go through the administrative assistant position.

He also recommended developing a written training and conference policy for elected officials that would include guidelines for registration, attendance, reimbursement, and stipends. The policy would address cancellations and early departures, requiring reimbursement to the City for non-emergency situations.

During discussion, Alderperson Oberlin noted that several training sessions at the IML specifically addressed these issues. She supported creating a formal policy for taxpayer money spent on conferences.

Alderwoman Gazal expressed concern that only four elected officials attended most of the sessions, while others did not fully participate despite the City paying for their attendance.

Council members discussed the challenges of enforcing attendance at sessions and the possibility of requiring a minimum level of participation. The consensus was that an honor system approach with clear expectations would be most practical.

Administrator Wing committed to working with the City Attorney to draft a policy for Council's review and adoption, with a goal of completion before March 2026.

TOPIC: Civil Service Commission Referendum Discussion

City Administrator Blaine Wing and City Attorney Mike Stiff presented information on potentially placing a referendum on the ballot to abolish the City's Civil Service Commission.

Administrator Wing explained that the Civil Service Commission process has been in place since 1965, with many challenges becoming worse in recent years as the labor market

continues to shrink. He noted that Crest Hill is currently the only non-home rule community in Illinois that still has a Civil Service Commission, and only six other home rule communities still maintain one.

Attorney Stiff explained that the only way to abolish the commission is through the same referendum process that established it. This requires a petition signed by enough electors (registered voters), which then must be filed with the circuit court.

Attorney Stiff calculated that 339 signatures would be needed based on voter turnout in the last election. He outlined the process and timeline:

1. Gather petition signatures from registered Crest Hill voters.
2. File a case in Circuit Court (filing fee approximately \$335)
3. Appear before a Judge to request certification of the question for the ballot.
4. Submit certified question to the Will County Clerk by December 15, 2025, to appear on the March 17, 2026, ballot.

Attorney Stiff offered to handle the Court appearance pro bono to avoid using City funds for legal fees. He noted that Council members could individually educate citizens and collect signatures in their wards but should not use City resources to advocate for or against the referendum.

During discussion, Council members considered forming a citizens group to gather signatures, like what was done for the 2012 sales tax referendum. Attorney Stiff suggested each alderperson would need to collect approximately fifty signatures from their ward to meet the requirement.

Mayor Soliman conducted an informal vote to begin the proceeding with the referendum process.

AYES: Ald. Oberlin, Cipiti, Gazal, Jefferson, Deserio, Dyke.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

PUBLIC COMMENTS:

Linda Dyke, a resident, asked about improvements to the microphone system in the Council Chambers, noting that sometimes people must hold microphones up to be heard.

City Administrator Blaine Wing responded that he is also working on audio improvements, which would cost around \$60,000.00. He explained that the room has acoustic challenges due to its layout, and the current directional microphones require proper positioning to function well. He noted this would be a second phase of improvements after the projector installation.

MAYOR UPDATES:

There were no Mayor updates.

COMMITTEE/LIAISON UPDATES:

There were no committee/liaison updates.

CITY ADMINISTRATOR UPDATES:

City Administrator Blaine Wing thanked the Council and staff for their condolences and support following the passing of his father. He expressed appreciation for their understanding during this difficult time, noting the challenges of planning a funeral and burial in another state.

Mayor Soliman asked for a motion to go into executive session on Personnel 5 ILCS 120/2(c)(1) and 5 ILCS 120/2 (c)(11).

(#1) Motion by Alderperson Oberlin seconded by Alderman Deserio, to go into an executive session on 5 ILCS 120/2(c)(1) and 5 ILCS 120/2(c)(11).

On roll call, the vote was:

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

There being six (6) affirmative votes, the MOTION CARRIED.

Executive Session 8:55 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderman Jefferson to reconvene from the executive session on 5 ILCS 120/2(c)(1) and 5 ILCS 120/2(c)(11).

On roll call, the vote was:

AYES: Ald. Deserio, Jefferson, Gazal, Oberlin, Cipiti, Dyke.

NAYES: None.

ABSENT: Ald. Albert, Kubal.

There being six (6) affirmative votes, the MOTION CARRIED.

Reconvened at 10:21 p.m.

There being no further business before the Council, and no action needed from the executive sessions, the meeting is adjourned.

The meeting adjourned at 10:22 PM.

Approved this ____ day of _____, 2025.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR



Agenda Memo

Crest Hill, IL

Meeting Date: September 22, 2025

Submitter: Blaine Wing, City Administrator

Department: Administration

Agenda Item: Projector Project – Council Chamber

Summary: Staff reached out to three (3) Audio/Video vendors to discuss installing a laser projector hanging from the ceiling and projecting images onto a screen on the wall. We originally thought the screen would need to be mechanical, but after talking with the vendors, a fixed 164” diagonal screen (directly mounted to the wall) is more economical and won’t have maintenance issues.

As the brightness of the lights in the Council Chambers can be lowered, the vendors recommended a projector with at least 8,000 lumens. While there are two (2) options, both will provide the necessary brightness that PowerPoint and other presentations will typically use, thus the slightly lower 8,000 lumens (Epson), vs. the more expensive 8,200 lumens (Panasonic) is recommended.

The final solutions have both a hardwired connection to the projector as well as a wireless connection. The lower-priced proposal re-purposes some of the equipment that we currently own, thus resulting in part of the reason for their lower cost.

Finally, on Monday, I, along with the vendor representative, Stuart Soifer, will walk through what is being proposed and how the solution will work.

Recommended Council Action: Approve the proposal with ACP CreativIT in the amount \$15,897, as well as authority up to \$5,000 for electrical work.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$0.00

Cost: \$15,897 for Projector & Screen Project and up to \$5,000 for electrical work.

Attachments:

- ACP CreativIT Proposal \$15,897.00
- Forte Proposal \$23,275.00



Driven by technology,
powered by creativity



New Projection System

City of Crest Hill

Blaine Wing

City Administrator

bwing@cityofcresthill.com



Our Mission:

To provide world-class technology solutions with an unwavering commitment to our Customers, Vendor Partners and Employees while providing an environment that encourages profitable growth, learning and fun!

Site Address:

City of Crest Hill
1 City Center Drive

Crest Hill IL 60403

Billing Address:

City of Crest Hill
1 City Center Drive

Crest Hill IL 60403

ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP)

529 N. Monroe 851 Commerce Ct
Green Bay, WI 54301 Buffalo Grove, IL 60089

Website: www.cccp.com www.acpcreativit.com

Project #: OPP154595

Modified Date: 09/19/2025

Revision: 3

Acct. Manager David Lupa



Driven by technology,
powered by creativity



Item 4.

Project OPP154595 Description:

City Council Chambers – Video Projection System Upgrade Proposal

ACP CreativIT will provide professional, courteous, and top-notch Integrated Audio-Visual Services, labor, and materials for the New Projection System - Council Chambers per this estimate and scope. Please note: Pricing is subject to change in response to external factors including tariffs. Changes to pricing will be clearly communicated prior to order placement.

1. PROJECT OVERVIEW

- A. As part of ongoing efforts to enhance the functionality and accessibility of the City Council Chambers, the city would like to replace one of the existing undersized flat panel displays with a high-lumen video projection system. This upgrade is intended to improve visual clarity and engagement during City Council and Plan Commission meetings. This upgrade aims to achieve the following objectives:
 - i. Improve visibility and engagement for meeting participants and attendees.
 - ii. Provide flexible, modern connectivity options for presenters.
 - iii. Enhance the overall AV experience in the Council Chambers with minimal disruption to existing infrastructure
- B. The Council Chambers is a well-lit environment; however, the City retains full control over lighting levels, allowing for optimal viewing conditions during presentations.
- C. The proposed projection system will integrate seamlessly with the existing AV infrastructure and support a variety of content sources to accommodate flexible presentation needs.
 - i. The projection system will support the following input configurations:
 - a. Primary Input (Projector Input 1): Presenters will continue to use existing HDMI connections at the lectern or the wireless content sharing system to connect their own devices (BYOD).
 - ◆ Sound will be routed through the room's sound system as it is today.
 - b. Secondary Input (Projector Input 2): A new wall plate will be installed below the projection screen. This wall plate will feature a 2-input auto-switching interface (HDMI and USB-C), allowing additional BYOD connections and a dedicated in-room PC.
 - ◆ Sound will not have audio integration with the room system
- D. Projector power and input switching will be managed via the projector's IR remote control.
- E. City to provide scissors lift for duration of the installation
- F. ACP CreativIT will
 - i. Remove the existing wall mounted display
 - ii. Move the current AV decoder/receiver (video off ramp) to projector location
 - a. Backpull cable
 - iii. Provide and install one (1) fixed frame small bezel projection screen with HD Progressive surface
 - a. 164" Diagonal, 139" wide x 87" tall
 - iv. Provide and install one (1) ceiling hung 8000 Lumen Laser video projector with mounting hardware extension pole, and equipment storage box
 - v. Provide and install one (1) HDMI extender kit with auto switching wall plate transmitter and display receiver

2. PROJECT TIMELINE (*Project Dependent*):

- A. KICKOFF (*Estimated 1-2 Weeks*)
 - i. Triggered upon successful award of the project (receipt of PO) and clearance of credit hold.
 - ii. ACP Project Manager will schedule and host a kickoff meeting via Microsoft Teams with key project stakeholders.

- iii. Objectives:
 - a. Establish open communication channels
 - b. Set expectations and timelines
 - c. Identify key personnel and roles
 - d. Conduct risk assessments
 - e. Define chain of command and coordination items
 - f. Determine project timeline and estimated installation dates

B. PROGRESS MEETINGS (*Project dependent, if needed*)

- i. Recurring virtual meetings (via Teams) will be held as needed leading up to on-site installation.
- ii. These meetings support communication, issue resolution, and progress tracking.
- iii. Weekly meetings may be scheduled during the installation phase.
- iv. On-site meetings are available upon request (additional fee may apply).

C. SITE WALK THROUGHS (*Project dependent, if needed*)

- i. ACP CreativIT will assess site conditions throughout the project lifecycle.
- ii. Includes pre-installation visits, infrastructure coordination, and AV integration planning.
- iii. On-site presence will be provided as needed to ensure optimal project performance.

D. SHOP CONFIGURATION, PROGRAMMING AND TESTING (*Estimated 3-4 weeks*)

- i. Includes equipment setup, rack build, programming, and thorough system testing.
- ii. Ensure system functionality and readiness.
- iii. Site readiness will be confirmed.
- iv. Final installation dates will be scheduled and confirmed.

E. ON SITE INSTALLATION PHASE (*Estimated 1-2 weeks*)

- i. Delivery & Pre-Staging
 - a. Equipment, tools, and materials will be delivered and securely stored on-site near workspaces.
- ii. System Installation
 - a. Installers will be on-site daily at agreed-upon start times until installation is complete.
- iii. System Commissioning
 - a. Technicians will collaborate with AV and IT teams to ensure proper connectivity and configuration.
 - b. Troubleshooting will be performed as needed.
 - c. Once fully commissioned and tested, user training will be scheduled.

iv. KNOWLEDGE TRANSFER/TRAINING (*Immediately Following System Commissioning*)

- a. Commencing immediately following system commissioning.
- b. Conducted in a "Train-the-Trainer" format.
- c. Customer Sign-off

v. SYSTEM ACCEPTANCE & CLOSE-OUT

- a. Final sign-off upon successful completion.
- b. Close-out documentation provided after final invoice payment, including:
 - ◆ As-built drawings
 - ◆ DSP files
 - ◆ Uncompiled control system code

3. CUSTOMER/OWNER RESPONSIBILITIES

- A. The following work to be completed by Owner before AV installation.
- B. All required backing and any other wall reinforcement required to safely accommodate wall mounted devices withstand the weight of the device with a safety factor of at least 5:1
- C. All AC power at the equipment locations, including hardwired power connections
- D. Any required conduit for low voltage cable paths to AV equipment
- E. All ceiling work required to accommodate the projectors, projection screens, and other equipment
- F. Any required millwork modifications to tables or other millwork
- G. Proper heat dissipation venting for the equipment in this system utilizing powered venting utilizing thermostatically controlled quiet fans in enclosed spaces where convection cooling is not possible.
- H. Any network connections to the client network

- I. Configuration of any network connection to the client network
- J. Configuration of any required accounts
- K. Any licensing not specifically provided in this scope of work or associated bill of materials
- L. Where VoIP is utilized, provide all required configuration information to ACP CreativIT prior to installation
- M. Cable/Satellite/Over-the-Air connections, and all associated hardware
- N. Equipment furnished or provided by other (PBO) than ACP CreativIT is presumed to be complete and in working condition
 - i. Any additional time for configuration, repair, or wait for replacement, of equipment PBO, an additional site visit may be required. Additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.
 - ii. If ACP CreativIT is unable to properly commission and test the system at the time of installation due to issues with equipment PBO, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.
- O. Network
 - i. Networked Audio-Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations. ACP CreativIT will work with the stakeholders to discover the network requirements and hardware capabilities.
 - ii. ACP CreativIT will design the system to meet network requirements and provide construction drawings and a list of devices to be integrated into the Customer's network. At the time of installation, ACP CreativIT will connect devices based on the design and requirements to begin verification.
 - iii. Owner to provide and provision all network connections, routing and addressing.
 - iv. When installing equipment (control systems, VoIP interfaces, etc.) operating on the Customer network, coordination between client IT and the ACP CreativIT project team is critical. ACP CreativIT will provide a list of A/V network appliances along with their MAC addresses. The client will provide ACP CreativIT with a static IP address range for those devices. Careful attention should be paid to the network architecture that will be supporting the video data. An improperly configured network, or one that does not always have adequate bandwidth to support a stable conference, will have a negative impact on the conference experience.
 - v. Configuration of Microsoft Teams or Zoom Room devices with its own resource account.
 - vi. Preparing your corporate network for Teams/Zoom Rooms
 - vii. Creating resources accounts for your Teams/Zoom rooms and understanding licenses requirements
 - viii. Enabling the Pro Management/Web Portal
 - ix. Configuring Intune for your Teams Devices.
- P. Asset management
- Q. Software & Licensing
 - i. The Customer is responsible for providing system credentials as needed for a properly provisioned and licensed account no less than two (2) weeks prior to system deployment.
 - ii. Should the customer decide NOT to provide credentials to ACP CreativIT, and to provision the installed hardware themselves. In this case ACP CreativIT will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.
 - iii. If ACP CreativIT is unable to properly commission and test the system at the time of installation due to issues with the supplied credentials, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.

4. ACP CreativIT RESPONSIBILITIES

- A. Provide Certificate of Insurance (COI)
- B. Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network
- C. Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours
- D. Any computer interface provided shall provide EDID information to the connected PC and all digital video connections shall support HDCP as applicable

5. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- A. All conduits and raceways
- B. High voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- C. Concrete saw cutting and/or core drilling.
- D. Fire walls, ceilings, roofs, and floor penetrations.
- E. Necessary drywall replacement and/or repair.
- F. Necessary ceiling, tile or T-bar modifications, replacements and/or repair.
- G. All millwork (moldings, trim, cut outs, etc.).
- H. Patching and Painting.
- I. Personal or material lifts
- J. Permits (unless specifically provided for and identified within the contract).

6. CONSTRUCTION CONSIDERATIONS:

- A. The room should have a measured ambient noise level of no more than NC 35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affect the meeting environment and may degrade the overall audio quality and intelligibility. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, ACP CreativIT can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- B. Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustic treatment, ACP CreativIT can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- C. Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- D. When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.
- E. To accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by ACP CreativIT. The costs associated with these modifications are not included in this proposal.

7. AV PROFESSIONAL SERVICES SUMMARY

- A. DEVELOPMENT, DESIGN & ENGINEERING: Pro AV design, engineering services, field construction documentation, and drawings including signal flows, rack elevations, projection distance calculations.
- B. PROJECT MANAGEMENT: Coordination Services related to executing the scope of work & equipment. O&M Manuals, Specification Sheets and closing documentation for all phases.
- C. PROGRAMMING: Audio DSP and Control System Programming, GUI Design Submittal, submittal reviews, refinements and approvals, onsite loading/testing/debugging. Design and submittal services will provide intent, collaboration with the end user on use case, and refinements prior to on-site loading/testing/debugging.
 - i. The user interface design will utilize 'Best Practices' along with the basic ACP CreativIT layout theme. The most appropriate theme shall be determined at the post award customer kick-off scope of the programming work meeting.
 - ii. An Initial meeting and design discussion regarding the owners desired workflow may be required. Access to any owner specific branding material, such as logos and usage guidelines, shall be provided by the owner to enable ACP CreativIT to apply those branding standards to the GUI. Creation of custom fonts or owner specific graphics is not included in this SoW or the responsibility of ACP CreativIT.
 - iii. ACP CreativIT will present no more than two (2) preliminary GUI design submittals to the owner for review and mark up before completing the final GUI design during system commissioning. This provides the owner with

two opportunities for comments, mark ups, and revision requests before programming begins. The design shall determine the device controls needed on the user interface, required workflows, and the specific text and icons used on individual buttons.

- iv. If, during the process, it is determined by the owner that more revisions will be required to achieve an approved final document, ACP CreativIT will provide a Change Order with the estimate required to provide the revision for approval.
 - v. The GUI submittals and finalized User Guide Document will illustrate the use of the system with mode-by-mode pages and descriptions about each button's functionality.
 - D. OFF-SITE PRE-FABRICATION SERVICES: AV Equipment firmware updates. All AV equipment racks will be pre-built in our shop and tested prior to arrival for on-site installation.
 - E. ON-SITE LABOR: ACP CreativIT badged lead technician, unless otherwise noted, ACP CreativIT Non-Union installation labor. Unless otherwise noted, Work to be performed during normal working hours (7a-4p).
 - F. ON-SITE SYSTEM COMMISSIONING, Onsite Quality Control/Quality Assurance to make sure systems are working as specified, installed to industry best practices and meets agreed scope of work and expectations.
 - G. ON-SITE KNOWLEDGE TRANSFER (TRAINING): Train-the-Trainer style. Reoccurring, or additional training available, billed additional in ½ day rates plus travel.
 - H. LOGISTICS: Offsite Secure Warehousing, Storage, and Logistical Services from ACP CreativIT to Job site.
8. PROJECT PLAN:
- A. KICKOFF MEETING: Upon successful award of the project, Our Project Manager will schedule and host a project kick off meeting with key project Stakeholders that will take place at time and location beneficial for all. Typically done via TEAMS, or initially on the customer site, ACP CreativIT can also offer meeting spaces in either its Buffalo Grove Headquarters, or its O'Hare Sales Office if a customer site is unavailable. The objective of the Kickoff meeting is to provide open lines of communication and setting expectations including timing, identifying the key players involved, risk assessments, chain of command, and coordination items.
 - B. PROGRESS MEETINGS: Leading up to on-site installation, recurring meetings as necessary may take place typically VIA teams until such time that the on-site installation begins. If requested by the customer or construction team, it may be held on-site for an additional fee. This maintains communication efforts, and prepares us for any challenges, issues, and updates of progress throughout the planning phase of the venture. Reoccurring weekly meetings, if necessary, will be scheduled once installation starts.
 - C. SITE WALK THROUGH: ACP CreativIT identifies the need to assess site conditions throughout the project life span. This includes pre-installation, progress visits, infrastructure coordination, and overall AV integration coordination. As needed and as requested, ACP CreativIT will be on-site to help ensure that this project is running at optimal performance from start to finish.
 - D. IT COORDINATION: ACP CreativIT understands that parts of this venture are network dependent. It is our objective to work closely with AV, IT Managers and Stakeholders, to review and understand applicable standards, and to communicate proactively the needs of the Information Technology Team. Owner to acquire and configure Microsoft Teams Rooms devices with its own resource account. The resource account is the account the Teams Rooms device logs into and is what is used to invite and book the Teams Room.
 - E. SCHEDULING: ACP CreativIT will also have expectations to set as it relates to achieving completion on or prior to the end date. ACP CreativIT further intends to clearly outline the dependencies of others (Power, Data, Structural, Supports, etc.) prior to the project beginning.
 - F. SITE INSTALLATION EXECUTION: Installers will be onsite promptly at the agreed upon start times, on consecutive days until the objective is completed. A dedicated Lead Tech and necessary support labor to achieve the objectives in the timeline allotted. Tools and materials will be delivered and pre-staged for ease of access. For the purposes of planning, tools and materials will be stored on-site at mutually beneficial secured locations near the space being worked in.
 - G. COMMISSIONING: All commissioning will be done on-site upon completion of the physical installation. At this time, commissioning technicians will be working closely with the AV & IT team to assure proper connectivity, and configurations take place and to troubleshoot matters, sometimes at a moment's notice. ACP CreativIT identifies these efforts as being the more time-consuming elements of the project. Once configured, fully commissioned, and tested, user training will be scheduled.
 - H. KNOWLEDGE TRANSFER (TRAINING): ACP CreativIT has included a block of Train-the-Trainer training for this project. Additional or refresher training is available in ½ day blocks.

9. LEAD TIMES, TARIFFS & DISCONTINUATION OF PRODUCTS:

- A. The AV Industry as a whole, amongst many others, is still experiencing longer than normal lead-times due to shortages in raw material, production material, semiconductor, and microchip shortages, as well as other geopolitical supply chain issues. Equipment and material lead times and prices are subject to change and/or product discontinuance, without notice. ACP CreativIT is not responsible for pricing impacts or delays related to equipment, or that is on allocation or may become discontinued throughout the duration of this phased project. Lead times are as good as the information we are provided by our vendor partners.
- B. ACP CreativIT has its fingers on the pulse of the industry and the challenges we are all facing with getting equipment and solutions for our customers, even in a comparable capacity. Anything proposed in this design along with any alternatives that are included or not proposed that are similar in functionality are anticipated to face considerable challenges with allocation throughout the duration of this project and into 2025. This assessment is gathered through news media, industry publications, and extensive discussions with industry leading manufacturers.
- C. Our Vendor Partners are working on other means to get subcomponents from their suppliers, which are unfortunately facing similar challenges. Some vendors have begun to change assembly and manufacturing sites, where some are changing products entirely which use different subcomponents. These changes may influence its published features and use cases. Any changes to manufacturing require additional time to do Quality Control to ensure they are still delivering a working product.
- D. Lead times if they may have been identified or included is effective as of the proposal submittal date. A considerable effort to secure a working system within specification under scheduled timelines may be made to help reduce project delays due to product lead times, however matters outlined above are simply unavoidable and at times unpredictable. The ACP CreativIT project team will work alongside the Stakeholders to discover and suggest alternatives to reduce project delays due to allocation or discontinuation. Any costs associated with these changes not excluding the equipment or design engineering charges may be billed on a change order.
- E. ACP CreativIT does not pre-order equipment without a purchase order or NTP and highly advises, as it is by most vendors/manufacturers, to secure and procure a contract as soon as possible. The same advice we as integrators are given is being passed on to our clients and partners.
- F. All current and future pricing is subject to change in response to the new tariffs. This current situation is very fluid, but please be assured our price will only change if our cost increases due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out.

Project Resources:

Account Manager:	David Lupa	Design Engineer:	Stuart Soifer
Control Programmer:	N/A	DSP Programmer:	N/A
Project Manager:	Stuart Soifer	Trainer:	Stuart Soifer
Network Engineer:	Owner	AV Network Engineer:	ACP
UC Platform:	N/A	Other:	Proj, FF Screen, Lift Certified



Driven by technology,
powered by creativity



COUNCIL CHAMBERS

PROJECTION SYSTEM 1

Unit Price

Price



- 1 Chief CMA455**
24" x 24" Suspended Ceiling Panel Mount



- 1 Chief CMA480W**
Below Ceiling Storage Enclosure - White



- 1 Chief CMS0203W**
ADJ. PIPE 24" TO 36" WHITE



- 1 Chief RPMAUW**
Universal Spider Projector Mount - White



- 1 Comprehensive CHE-HDWP85UD**
Pro AV/IT Integrator Series HDMI & USB-C 4K60Hz Wall Plate
Extender Kit up to 164'



- 1 Da-Lite 24486**
164" UTB Contour, 87" x 139" with HD Progressive 1.



- 1 Epson PowerLite L890E**
8000 Lumen - 30,000-hour, Laser Projector with 4K Enhancement.

Alternates

- 1 Panasonic PT-MZ882WU7** Add \$2,974.00
Panasonic LCD Projector, 8,200lm, WUXGA, White



- 1 OFE CEILING OUTLET**
[OFE] - Single Gang Duplex Wall Outlet

- 1 OFE HDBT RX**
[OFE] - Owner Provided Decoder/Receiver

New Projection System

Project No : OPP154595

Rev. 3

9/19/2025

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1 OFE LIGHTING CONTROL
 [OFE] - Owner Provided Lighting Control System

Item 4.



PROJECTION SYSTEM 1: PRO AV SERVICES

Unit Price

Price

- 1 CCCP /AVShipping**
 Ground Shipping and Handling Estimate



- 1 CCCP InstallMaterials**
 Project Install Cable, Wire, Connectors & Miscellaneous Install Hardware



- 1 CCCP LIFT RENTAL - SCISSOR - 1 WEEK**
 [OFE] - Owner Provided Scissor Lift

Equipment Subtotal: \$10,382.00

Labor Subtotal: \$5,515.00

Project Subtotal: \$15,897.00

PROJECT SUMMARY

Equipment:	\$10,382.00
Labor:	\$5,515.00

Grand Total:	\$15,897.00
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Payment Schedule**Amount****Due Date**

Initial Deposit	\$7,948.50
As Product Delivers	\$0.00
Final Acceptance	\$7,948.50

Assumptions

The list of assumptions below was used to develop this Statement of Work and Quote. If any of these assumptions are not correct or if additional, unanticipated information was uncovered during the project, it may affect the SOW and Quote relative to the installation timeline and/or price. If so, a change order (discussed below) will be written and signed off by the customer before this additional work is performed.

1. The room(s) match(es) the drawings provided
2. Site preparation by the Customer and their contractors includes electrical and data placement per ACP CreativIT specification.
3. Site preparation will be verified by ACP CreativIT project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
4. Customer communication of readiness will be considered accurate and executable by ACP CreativIT project manager.
5. In the event of any arrival to site that ACP CreativIT is not able to execute work and definable progress, the Customer will be charged a \$110/hr per installer Fee to offset the lost time due to the lack of readiness. The Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
6. Rescheduling and redeployment of ACP CreativIT technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
7. There is ready access to the building / facility and the room(s) for equipment and materials.
8. There is secure storage for equipment during a multiple-day integration.
9. If Customer furnished equipment and existing cabling is to be used, ACP CreativIT assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
10. All Network configurations including IP addresses are to be provided, operational and functional before ACP CreativIT integration begins. ACP CreativIT will not be responsible for testing the LAN connections.
11. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
12. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted)
13. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders
14. In developing a comprehensive proposal for equipment and integration services ACP CreativIT's Account Managers and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

Customer Responsibilities

Customer, at its expense, shall:

- A. Provide employees or agents of ACP CreativIT LLC:
 - reasonable access to the premises and facilities
 - suitable and easily accessible floor space that's close to the project area
 - necessary power and grounding
 - an environment that prevents equipment from over-heating and/or exposure to moisture
 - floor plans
 - any other information as needed
- B. Communicate all project related issues with ACP CreativIT LLC in a timely basis such that the project timeline is not imperiled.
- C. Provide all required licensing and software needed to ensure the timely backup of data as well as protection from viruses and other

risks at all levels of the network.

Item 4.

- D. Confirm all drop ship items have arrived.
- E. Do not write on original packaging or boxes. Save all boxes and packing material as they are required for returns/rebates and repairs.
- F. Cover the cost of lift rentals, if necessary to access and/or install all equipment included in this project.
- G. Upon request and prior to scheduling, provide photographic confirmation of the completed customer responsibilities.
- H. Upon project completion, review and verify the system implemented by ACP CreativIT LLC.

Work Schedule/Billing Rate

Rates - Regular billing hours are 7:30am – 5:30pm Monday through Friday. Any work performed outside that range is billed at the after-hours rate. Refer to the Billing Rate Schedule below.

ACP CreativIT LLC will work with the customers schedule when after-hours work is required. ACP CreativIT LLC will confirm the installation timeframe with the customer .

<u>Time</u>	<u>Rate per Hour</u>
7:30am – 5:30pm (M-F)	Published Rate
5:30pm – 7:30am (M-F)	1.5x Published Rate
Saturdays (7:30am-5:30pm)	1.5x Published Rate
Saturdays (5:30pm-12:00am Sunday)	2x Published Rate
Sundays (until 7:30am Monday)	2x Published Rate
Holidays	3x Published Rate

Travel – For any customer within 60 miles of its corporate offices ACP CreativIT LLC charges for service from the time we leave our corporate office until the time our work is complete (i.e., we charge travel to the customer’s location, but not from). In addition, for all service calls greater than 60 miles from our offices, ACP CreativIT LLC reserves the right to charge an additional fee for zone travel charges. In addition, gas prices may at times, require us to include a small surcharge on dispatched trips from our technical team. Your account rep can explain how these charges may apply to you.

(continued on next page)

Labor – Labor for this project is to be billed as follows:

- ☐ Time and Materials billed off Sales Order
- ☐ Time and Materials billed off Block
- ☒ Project Based *(flat fee no matter how long it takes – excluding costs associated with change orders)*

Billing Rate – The billing rate for this project is based on current published rates:

Installation:	\$115/hr
Programming:	\$175/hr
Project Management:	\$150/hr
Design/Engineering:	\$175/hr
Network Engineer:	\$165 to \$225/hr (certification dependent)

Special Notes on Billing:

All current and future pricing is subject to change in response to the new tariffs. This current situation is very fluid, but please be assured our price will only change if our cost increases due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out.

Terms

<u>Consulting</u>	<u>Product</u>	<u>Labor</u>	
% to be Pre-Paid:		% to be Pre-Paid:	% to be Pre-Paid (from b
% to be Paid n/30:		% to be Paid n/30:	% to be Paid n/30:
% Special Terms:		% Special Terms:	% Special Terms:

Item 4.

Change Management

ACP CreativIT LLC will review change requests to this Statement of Work by you. As part of this review, ACP CreativIT LLC will prepare a Change Order (available upon request) that documents the request and, if applicable, any impact on the project schedule and pricing. ACP CreativIT LLC will incorporate the change into the project schedule and scope of work upon receipt of your signed Change Order. Changes requested can affect the implementation schedule and services quoted. The following personnel at your company are authorized to make change orders:

Name	Title
Name	Title
Name	Title

Planned Down Time

ACP CreativIT LLC will provide prior notice of any necessary system outages during the implementation. In case of unforeseen issues during the installation and cutover, ACP CreativIT LLC will make every effort to minimize any interruption.

Item 4.

Testing

ACP CreativIT LLC will verify that the system and features meet the customer's expectations, as laid out in this document. This includes ensuring that the present functionality of the system is still available unless directed otherwise.

First day of Service

On the first day of service, ACP CreativIT LLC will be available for the customer to discuss questions or issues they may have. We will document all issues and work quickly to resolve them.

Return Policies

We strive to provide our customers with the highest level of service possible. From first visit to order delivery and installation, we want you to be completely satisfied with your experience.

Unless specified, the manufacturer's product warranty does not cover the labor to fix defective product(s).

Unless specified otherwise, all products are covered by the manufacturer's warranty. Please identify any concerns that you have within 30 days of the invoice date. Any issues after the first 30 days will be subject to the restrictions and limitations imposed by our vendors.

All cancelled orders/returns are subject to a 15% restocking fee. Opened software is not returnable. Special order/non-stock items may not be returnable or may be subject to a higher restock fee. Vendor approval will be required prior to the return of opened hardware. Defective hardware may be returned for exchange only. Support blocks are non-refundable. Refund checks will be mailed.

A RETURN AUTHORIZATION ("R.A.") REQUEST must be placed by filling out our online Return Authorization Request and is required for ALL returns. (Go to www.cccp.com and click on the Return Authorization Request Form link under Policies & Terms.). You will get a response within 48 hours of your request. Merchandise must be returned within 7 days of the issuance of the R.A.

Please do not write on original packaging or boxes. In addition, save all boxes and packing material as they are required for returns/rebates and repairs.

ACP CreativIT LLC inspects all returns and reserves the right to return merchandise that does not meet manufacturers return authorization criteria.

If you have additional questions, please email returns@cccp.com.

Programming

Programming performed by ACP CreativIT LLC is subject to a limited warranty. ACP CreativIT LLC warrants that the physical medium on which this programming is located is free from defects and that the products impacted by this programming will perform as outlined in this SOW. This limited warranty is good for 60 days from the date of invoice. See Programming Addendum to the SOW if applicable.

Supply Chain

Many of the industries we serve are experiencing considerably longer-than-normal lead times due to COVID-19 related shortages in raw material, production material, semiconductor and microchips, as well as other supply chain issues. As a result of these issues, equipment, material lead times and prices of products we use in the design of projects and customer proposals are subject to change, and may unexpectedly be discontinued without notice. ACP CreativIT/Camera Corner Connecting Point is not responsible for any hardship to our customers caused by these issues, though we will work diligently with the customer and our vendor partners to resolve these issues as quickly and as cost effectively as possible.

Disclaimers and Limitations of Liability

ACP CreativIT LLC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF ANY EQUIPMENT OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY EQUIPMENT. ACP CreativIT LLC LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ACP CreativIT LLC NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO ACP CreativIT LLC BY CLIENT FOR THE EQUIPMENT OR PARTS, WHICHEVER IS LESS.

Contact for Service

When you need to place a service call to ACP CreativIT LLC, please call us at (920) 438-0333. We will take your name, a brief description of the trouble, and a call back number. We will then contact one of our qualified associates to follow up on your request.

Statement of Confidentiality

This Statement of Work and proposal is the proprietary and confidential property of ACP CreativIT LLC. By accepting possession of this document, the company named in this document agrees to keep the contents in confidence and not to use, duplicate, or disclose for any purpose other than the purpose of evaluating ACP CreativIT LLC ability to provide the services herein, unless otherwise agreed to in writing by ACP CreativIT. On request by ACP CreativIT, the company named in this document agrees to return the copies of the Statement

of Work to ACP CreativIT, together with the other materials supplied by ACP CreativIT.

Item 4.

Non-Solicitation of Personnel

Client agrees not to solicit, directly or indirectly (through individuals, subsidiaries, holding companies, partnerships, subcontractors, employment agencies or any other financially related firms), nor to tender an offer for employment nor place on their payrolls any present ACP CreativIT LLC employee who becomes known to Client in connection with the proper performance of this Agreement during the term of this Agreement and for a period of one (1) year after its termination. In the event Client hires or contracts with a ACP CreativIT LLC employee in violation of the terms of this paragraph, the Client agrees to pay ACP CreativIT LLC as liquidated damages, and not as a penalty, an amount equal to one half of the employee's annual compensation, including but not limited to wages, bonuses and fringe benefits.

Post Installation Review

ACP CreativIT LLC wants to get your feedback to understand how we could serve you better, and improve our relationship with you. We may also ask for referrals or testimonials. Please feel free to contact us with any questions you may have.

Approval for Acceptance and Authorization of Project Completion

ACP CreativIT LLC will work with you to resolve any problems and answer any questions you have regarding the system implementation. Your signature of acceptance will be asked for upon completion of the project.

Approval for Contact Information/Logo Placement

ACP CreativIT LLC will place our logo and contact information on a 1U blank rack panel to provide you convenient contact information.

Approval for Pictures of Completed Project

ACP CreativIT LLC may take pictures of the equipment upon completion of the project. They will be primarily used to document the installation work and reference in the future if design changes or troubleshooting is required. Your signature of acceptance will be asked for upon completion of the project.

Other Approvals

Throughout this project, ACP CreativIT LLC may provide the customer with other documents requiring approval before we begin a particular phase of the project. Such documents are addendums of this document and are subject to all of the same guidelines stated in this document. A non-exhaustive list of examples would include a Programming Addendum to the SOW and a Custom Plate Addendum to the SOW.

Subcontractors

ACP CreativIT LLC may use subcontractors to assist on this project. All work by subcontractors will be directed and/or supervised by ACP CreativIT LLC staff. Tasks that subcontractors may be utilized for include the following:

- Low voltage cabling – including Cat. 6 cabling
- Conduit and raceway work as required
- Physical installation of devices and equipment

Remote Access

Unless specifically directed otherwise, ACP CreativIT LLC will install TeamViewer software on the any provided servers and create a ACP CreativIT LLC account on the system. This access will be used to facilitate service and repair issues as well as programming changes as directed by the owner.

Item 4.

Project Name: New Projection System

Blaine Wing

Customer Printed Full Name

David Lupa

ACP CreativIT LLC Acct Rep Full Name

Stuart Soifer

ACP CreativIT LLC Engineer Full Name

City Administrator

Title

Account Manager

Title

Designer

Title

Signature

Signature

Signature

Date _____

Date _____

Date

An authorized signature on this document acknowledges that the customer has read our Return Policy located on the Company Info page of the ACP CreativIT LLC website www.cccp.com.

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Acceptance and Authorization of Project Completion

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: New Projection System

Blaine Wing

Customer Printed Full Name

David Lupa

ACP CreativIT LLC Acct Rep Full Name

Stuart Soifer

ACP CreativIT LLC Engineer Full Name

City Administrator

Title

Account Manager

Title

Designer

Title

Signature

Signature

Signature _____

Date _____

Date _____

Date _____

Can we use you as a reference or testimonial for the work just completed? Yes _____ No _____

If no, may we ask why?

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Retail Sales Agreement

Reference Number: 1384286
Date: September 03, 2025

Boardroom Video Projection Upgrade

Prepared By: Thomas Burns
Phone: (630)477-2354
Email: thomas.burns@ourforte.com

FORTÉ
703 West Algonquin Road, Arlington Heights, IL 60005
Phone: (630)477-2300
Fax: (630)477-2301

COMPANY

Crest Hill, City Of
20600 City Center Blvd
Crest Hill, IL 60403

Contact: Blaine Wing
Phone: 815-741-5108
Email: bwing@cityofcresthill.com
Account Number: CHC0016

PROJECT SITE

Crest Hill, City Of
20600 City Center Blvd
Crest Hill, IL 60403

Contact: Blaine Wing
Phone: 815-741-5108
Email: bwing@cityofcresthill.com
Account Number: CHC0016

INVOICE TO

Crest Hill, City Of
20600 City Center Blvd
Crest Hill, IL 60403

Contact: Blaine Wing
Phone: 815-741-5108
Email: bwing@cityofcresthill.com
Account Number: CHC0016

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$11,836.00
Integration	\$11,139.00
PRO Support	\$0.00
Shipping & Handling	\$300.00
Tax	\$0.00
Grand Total	\$23,275.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

Item 4.

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

_____ Company	_____ FORTÉ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
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Boardroom Projector & Screen

PT-MZ882WU7	PANASONILCD Projector, 8,200lm, WUXGA, White C	1	\$7,706.00	\$7,706.00
34700V	DA-LITE DA-SNAP DM 87X139NPA 164DIAG	1	\$2,083.00	\$2,083.00
SLB324	CHIEF SLB324, CUSTOM, BLK	1	\$158.00	\$158.00
CMA443	CHIEF CMA440 AND CMS003	1	\$148.00	\$148.00
CMS072W	CHIEF FIXED PIPE 72" WHITE	1	\$108.00	\$108.00
CMA472	CHIEF ABOVE CEILING ENCLOSURE	1	\$123.00	\$123.00
RPMA302	CHIEF RPA ELITE, KEY A, INCL SLM302, BLK	1	\$271.00	\$271.00
HD-TXC-4KZ-101-1G-W	CRESTRO DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	1	\$292.00	\$292.00
HD-TXC-4KZ-101	CRESTRO DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	\$256.00	\$256.00
HD-RXC-4KZ-101	CRESTRO DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable	2	\$256.00	\$512.00
DL-ARDD	LIBERTY AV DIGITALINX SECURE ADAPTER RING	1	\$116.00	\$116.00
HD-4K-6SP	COMPREHENSIVE AV/IT SPECIALIST SERIES HIGH SPEED 4K HDMI CAB	1	\$15.00	\$15.00
HD-4K-3SP	COMPREHENSIVE AV/IT SPECIALIST SERIES HIGH SPEED 4K HDMI CAB	4	\$12.00	\$48.00
Sub-Total: Boardroom Projector & Screen				\$11,836.00
Installation Labor				
Project Management				
On Site Integration				
Testing & Acceptance				
Integration Cables & Connectors				
Travel Expense				
Engineering & Drawings				
Sub-Total: Installation Labor				\$11,139.00
Total:				\$22,975.00

SERVICES TO BE PROVIDED

INTEGRATION SCOPE OF WORK

A. SUMMARY:

B. SYSTEM DESCRIPTION: The City of Crest Hill would like to install a new large fix frame projection screen and a ceiling mounted laser projector with their main boardroom council chamber.

Functionality Description: The recommended display size for the space would be 10-12 foot in width in a 16:10 aspect ratio to support computer based presentation material. The display will be a fixed frame screen mounted to the south wall. The new laser projector will be mounted to the drop ceiling approximately 28' away from the screen. The primary sources for the projector will be a dedicated PC and an owner furnished Barco Clickshare wireless presentation unit. FORTÉ proposes to furnish and install (utilizing prevailing wage labor) all equipment and low voltage wiring. Audio from the sources will be extracted and wired back to the existing audio processor that is in place which feeds into existing amplifiers/speakers in the space.

CUSTOMER RESPONSIBILITIES:

- Provide site access during standard business hours (Monday-Friday, 7:00AM-6:00PM) as well concurrent access to all spaces defined in this RSA.
- Provide on premises parking at no expense for the duration of the project.
- Provide electrical services as detailed below per room and device.
- Provide network connectivity, potentially Power over Ethernet, as detailed below per room and device.
- Provide low voltage infrastructure wiring as detailed below per room and device.
- Provide cooling capabilities as detailed below per the Equipment Location requirements.
- Provide to AVI a current version of the AMX code that is loaded to the processor in the idf. This will allow AVI to modify and update the controls for the new equipment.
- Provide equipment lift for projector and screen installation.

Item 4.

CUSTOMER SITE REQUIREMENTS: All on-site employees will:

- Be escorted by a customer representative while on-site.
- Provide man lift that can support two FORTÉ technicians.
- Be paid based upon prevailing wage labor rates published in the county.

Project initiation and completion dates are based on date of PO receipt. Material lead times, non-expedited, are typically 4-12 weeks, labor subsequently scheduled based on verified arrival date of all material.

Displays:

Projection System

- (1) Ceiling mounted laser projector. 8200 Lumen, configured to provide 2K(1920x1200) video.
- External video scaling is not provided to support the display of all video characteristics outlined in this Scope Of Work and output this devices defined video characteristics. Scaling of video between aspect ratios may result in blank (i.e. black) areas.
- Planned installation location is below the drop ceiling. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- Control of the projector will be via its supplied IR remote for power cycling, video mute, and input selection
- **Customer to** provide (qty. 2) 120VAC 15A duplex outlet(s) using a technical (isolated) ground scheme at the planned installation location.
- **Customer to** provide (qty. 1) network PoE+ connection at the planned User Interface installation location
- (1) Wall mounted fixed frame screen matt white 139x87 16:10 aspect ration

Video Sources:

- (1) Owner furnished small form factor PC. Configured to provide 2K(1920x1200) video output and analog audio to feed existing Biamp audio DSP.
- (1) Owner furnished Barco Clickshare wireless presentation receiver and (2) USBC wireless dongles for laptops. Barco unit will remain in the AV room rack and connected to the existing AMX router. New transmission gear will be provided and installed to get this signal to the projectors second input.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work: All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless specifically noted lifts, scaffolding and exterior building hoists are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

Item 4.

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

System Support

If awarded, this project will be covered under the clients current support agreement with FORTE

System Support is FORTE’ fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTE focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTE will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTE will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

FORTE will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	FORTE provides support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	FORTE provides remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes

Onsite Support	FORTE provides Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	FORTE provides advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	FORTE provides labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	FORTE conducts user training to cover general operation of the system and how to contact FORTE for support as scheduled.	Yes
System Health Checks	FORTE personnel perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Annually

Additional Entitlement Coverage

Entitlement	Definition	Included
Service Delivery Management	FORTE will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No

FORTE has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

Target Percentage for Standard Level Agreements (SLA)

Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both FORTE and client	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	90

	must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided. NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).				
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTE will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	90
Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.	Calls: 60 Seconds for calls answered Voicemail: 4 business hours Email: 4 business hours	16 business hours	Best Effort / Scheduled	90

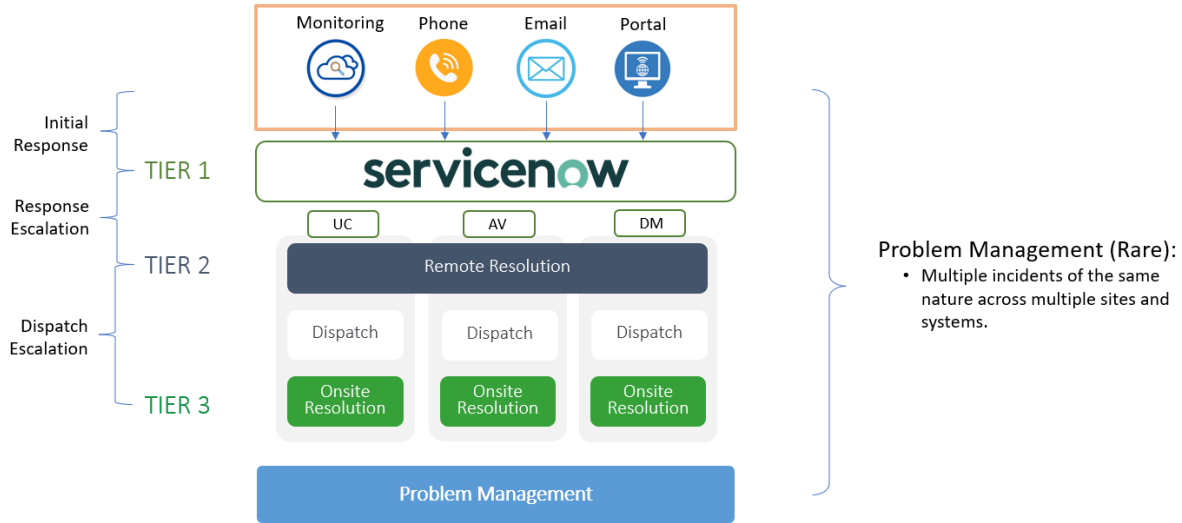
SYSTEM SUPPORT WORKFLOW

FORTE follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)

- a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
 - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.

Item 4.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTE will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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FORTE ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities.

Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTE will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident.

Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.

- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

FORTE has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL "Problem". A "problem" in this context is the unknown underlying cause of one or more incidents, and a 'known error' is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

FORTE Service team can be reached by:

- National Support Phone: 800-488-4954
- email: support@ourforte.com
- Portal: Contact your local FORTE representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTE to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTE Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTE Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. FORTE reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTE is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTE technician or other person authorized by FORTE, without FORTE prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTE determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable

operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Item 4.

Systems Support Terms are in addition to FORTE' General Terms and Conditions of Sale.



Agenda Memo

Crest Hill, IL

Meeting Date:	September 22, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Consent Agenda Discussion - Update

Summary: As previously discussed, staff from Administration and the Clerk's Office reviewed our neighboring communities' agendas, as well as the agendas of few other communities that are in the Grand Prairie Water Commission. All of these towns already have and use consent agendas for their City and Village agendas.

Additionally, staff walked through how items are included under the consent agenda portion, as well as what is needed to pull an item for discussion, with only one (1) Council member requesting for an item to be pulled. Thus, if a Council member wants to talk about an item, they simply request it be pulled from the consent portion. The rest of the Consent agenda will remain intact and will be voted on before any item(s) that were pulled are discussed and voted on.

Finally, I will note, if the majority of Council desires it, the City will soon have the ability to record and later post the work session meetings. This should address the concern that residents might not know what occurred at a preceding work session. Further, in May of 2026, staff with the update to the City's website will have the ability to live stream the City's meetings.

Recommended Council Action: Discuss and approve the updated agendas for consideration on October 6, 2025, with the updated agendas starting with the City Council meeting on November 3, 2025.

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: Staff time.

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



Agenda Memo

Crest Hill, IL

Meeting Date:	August 25, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Consent Agenda Discussion

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

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

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

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: Staff time.

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



Regular City Council Meeting Agenda

Crest Hill, IL

DATE

7:00 PM

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

1. **OPENING OF MEETING**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CITIZEN/SPECIAL REQUEST/PUBLIC HEARINGS**
5. **PUBLIC COMMENT FOR AGENDA ITEMS ONLY: *(Limit 3 minutes per person)***
6. **CONSENT AGENDA:** *(All items on the Consent Agenda are considered routine by one motion. These items will not be separately discussed unless an Alderperson so requests, in which event the item will be removed from the Consent Agenda and considered separately.)*
 - A.
 - B.
7. **REPORTS & COMMUNICATIONS FROM DEPARTMENTS & ELECTED OFFICIALS**
 - A. City Attorney:
 - B. City Administrator:
 - C. Public Works Department:
 - D. City Engineer:
 - E. Community Development:
 - F. Police Department:
 - G. Mayor's Report:
 - H. City Clerk's Report:
 - I. City Treasurer's Report:

8. UNFINISHED BUSINESS:

9. NEW BUSINESS:

10. COMMITTEE/LIAISON REPORTS:

11. CITY COUNCIL COMMENTS:

12. PUBLIC COMMENT: *(Limit 3 minutes per person)*

13. EXECUTIVE SESSION: If Called by the Council for a Good Cause

14. ADJOURNMENT:



MAYOR

1. Codification of Deputy Liquor Commissioner Salary

CLERK

1. Community Garage Sale Discussion

TREASURER

No Agenda Items for Discussion

CITYADMINISTRATOR

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

ECONOMIC DEVELOPMENT DEPARTMENT

No Agenda Items for Discussion

ENGINEERING DEPARTMENT

1. Approving a Supplemental Resolution for Improvement Under the Illinois Highway Code for Section No 19-00051-01-MS in the amount of \$9,199.00
2. Approving a Resolution for Improvement Under the Illinois Highway Code for Section No 23-00056-00-TL in the amount of \$676,488.75
- 3.

FINANCE DEPARTMENT

No Agenda Items for Discussion

POLICE DEPARTMENT

No Agenda Items for Discussion

PUBLIC WORKS DEPARTMENT

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

PUBLIC COMMENT(Limit 3 minutes per person)

EXECUTIVE SESSION: 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity

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



Agenda Memo

Crest Hill, IL

Meeting Date:	October 20, 2025
Submitter:	Glenn Gehrke
Department:	Treasurer's/Finance
Agenda Item:	Award the contract to Low Voltage Solutions, Inc. in the amount of \$237,260. for improvements at both the Crest Hill East Water Treatment Plant and the Crest Hill Public Works main facility.

Summary: Quotes were received from our sole source provider to provide improvements at both the Crest Hill East Water Treatment Plant and the Crest Hill Public Works main facility to enhance security and operation efficiency. Both projects involve upgrading and replacing exterior security access control systems, stationary video systems, vital for safeguarding public assets and ensuring smooth facility operations. This upgrade and replacement will provide a holistic solution for controlling and monitoring access to sensitive areas, which is critical in the current environment where infrastructure safety is a priority. A budget amendment will likely be needed for \$37,260.00, the City's portion of the project.

Recommended Council Action:

A Resolution approving the acceptance of the proposed submitted by Low Voltage Solutions, Inc. in the amount of \$237,260.00.

Financial Impact:

Funding Source: DCEO Grant \$200,000.00 and General Fund \$37,260.00

Budgeted Amount: \$0.00

Cost: \$237,260.00

Attachments:

61-18357 R4 Crest Hill Public Works Video and Security.pdf

61-21400R3 East Water Treatment Plant.pdf

RESOLUTION NO. _____

A RESOLUTION APPROVING ACCEPTANCE OF PROPOSAL #61-18357 R4 AND #61-21400 R3 FOR THE CREST HILL EAST WATER TREATMENT PLANT AND PUBLIC WORKS MAIN FACILITY IMPROVEMENTS BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND LOW VOLTAGE SOLUTIONS, INC. FOR AN AMOUNT OF \$237,260.00

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, Low Voltage Solutions, Inc. (the "COMPANY"), is an entity that is in the business of providing Services for the Improvements to the Crest Hill East Water Treatment Plant and Public Works Main Facility. (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 Services for the Improvements to the Crest Hill East Water Treatment Plant and Public Works Main Facility (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 \$237,260.00 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 20TH DAY OCTOBER, 2025.

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

APPROVED THIS 20TH DAY OF OCTOBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



EXHIBIT A

Date: October 8, 2025

Proposal# 61-21400 PR#01 r3

Project: Crest Hill, East Water Treatment Plant

Submitted By: Bob Rodriguez

We are pleased to submit the following proposal on the above referenced project.

Crest Hill East Water Treatment Plant

CCTV - \$40,375.00

Provide Milestone video system at Waste Water plant consisting of the following

- 5 P3206-LVE owner provided Axis Dome cameras in main administration building
- 2 Axis Bullet cameras at entrance
- 2 180 Camera Exterior on building in Yard
- 1 360 Degree camera in Main Barn
- 1 Milestrone Local NVR 12TB
- 1 Install Local client on Customer provided PC
- 1 Program server to main system at Crest City Hall
- 1 Load Local Client on existing City computer
- 1 Lot Cable, Cable support and cable installation
- 1 Lot installation, configuration and training

Access Control - \$23,265.00

Install Dual height reader pedestal with 2 single gang boxes for readers, switch the existing Securakey access control system to Open Options to match the new City Hall Facility.

- 1 Dual Height reader pedestal
- 2 Pedestal reader enclosures
- 1 Intelligent system controller
- 4 HID Keypad Readers
- 1 Interface to gate controller
- 1 Door Controller Board
- 1 Dual door control boards
- 1 4 Door Enclosure and power distribution
- 1 Lot demo existing system
- 1 Lot install new open options system
- 1 Program, configure, and test new Open Options system on City Hall System
- 1 Lot outdoor rated cable and cable support to pedestal reader and gate controller

Total Investment

\$63,640.00

Notes



1. Provision or installation of electrical distribution components, sleeves, firestop, conduit, boxes and 120 VAC connections/circuits, to be done by others as required.
2. Network connections to switched network, Network configuration and Static IP addresses *by owner*
3. Cutting, painting and patching by others.
4. Does not include performance or payment bonds.
5. Costs associated with schedule acceleration, unspecified project meetings, multiple trips onsite due to incomplection of others, or multiple unplanned phases.
6. All work to be performed during normal working hours.
7. 1 year warranty support parts & labor
8. Assume all existing equipment/wiring is in good working order
9. Assumes existng gate pedistal conduit is able to be reused

Labor & Material is guaranteed to be as specified, and the above work to be performed and completed in a professional workman like manner. If required, permits and fees will be at additional costs. Low Voltage Solutions, Inc. (LVS) assumes that all work can be done on regular time 7:00 am to 3:30 pm, unless otherwise stated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. LVS carries general liability and Workmen's Compensation Insurance

FINANCING AVAILABLE: LVS can provide a variety of financing structures for payment of invoices. Upon written agreement between LVS and Customer, monthly or quarterly payments, deferred payments or step payments can be available through agreed financing terms. Hardware, software and other LVS services are available to bundle with agreed written financing terms.

PAYMENT TERMS: Payment must be made 30-days upon receipt of invoice for all direct end-user accounts or 1.5% Finance Charge will be applied daily until payment is received

Notwithstanding anything above or contained in the Contract Documents, it is understood and agreed that Contractor has the ultimate obligation to pay LVS within a reasonable time regardless of whether Contractor has received payment from the Owner. It is agreed that LVS invoices that are unpaid after 65 days will be subject to interest of 1.5% daily and/or potential work stoppage by LVS. LVS reserves the right to protect its rights under the Illinois Mechanics Lien Act.

ACCEPTANCE OF PROPOSAL #61-21400 PR#01 r3

The above prices, specifications and conditions are satisfactory and are hereby accepted. We authorize Low Voltage Solutions to do the work as specified. Payment will be made as outlined above. This proposal will remain in effect for 30 days. A purchase order authorizes LVS to proceed with the work under the terms listed above.

Signature: _____ Date: _____





Date: October 7, 2025

EXHIBIT A

Proposal# 61-18357 PR#01 r4

Project: City of Crest Hill, Public Works Security and Video

Submitted By: Bob Rodriguez

We are pleased to submit the following proposal on the above referenced project.

Low Voltage Solutions will provide and install the following:

Access Control - \$31,235.00

Install Dual height reader pedestal with 2 single gang boxes for readers, switch the existing Securakey access control system to Open Options to match the new City Hall Facility, Network conductivity and switch ports by City of Crest Hill. reuse existing reader stanchion

- 1 Pedestal reader enclosures
- 1 Tie in for Gate Controller
- 7 HID Signo Readers
- 2 Keypad Readers for pedestal West Gate Entrance
- 1 Intelligent system controller
- 4 Dual door control boards
- 1 Enclosure and power distribution
- 1 Lot demo existing system
- 1 Lot install new open options system
- 1 Program, configure, and test new Open Options system
- 1 Lot outdoor rated cable and cable support to pedestal reader and gate controller

East Gate Option - \$11,830.00

- 1 Dual Height reader pedestal
- 2 Pedestal reader enclosures
- 1 Tie In for Gate Controller
- 2 Keypad Readers for pedestal East Gate Entrance
- 1 Intelligent system controller
- 1 Enclosure and power distribution
- 1 Lot install new open options system
- 1 Program, configure, and test new Open Options system
- 1 Lot outdoor rated cable and cable support to pedestal reader and gate controller

Gate Conduit and Boring - \$19,395.00

1) Conduit and Pathways

- Provide Branch Pipe, Wire, anchors and Devices
- Provide and install 1" GRC Empty raceway Saw cut across entrance and trenched to existing CR Pedestal
- Provide and install 1" GRC from Gate operator to Saw cut



- Provide and install 3/4" GRC Raceway across Salt Dome entrance for Gate Operator
- Provide and install 3/4" GRC to Gate control from quazite box Approx 65'
- Fire Caulk Penetrations
- Saw Cutting
- Allowance for Asphalt Patch \$1,600
- Work performed on straight time

2) We have not included:

- Unforeseen Code Compliant Issues
- Lift shared with LVS
- Taxes
- Permits and fees
- MBE/WBE
- Liquidated Damages
- Performance Bond
- Overtime

CCTV - \$56,870.00

Low Voltage solutions will install a turnkey Milestone video system, 16 owner provided IP Cameras consisting of the following.

- | | |
|----|--|
| 16 | Hanwha QNV-7012 4MP Enviromental Dome cameras |
| 6 | Axis Network Extenders |
| 1 | Milestone HE350-R NVR, 16TB |
| 1 | Local Monitoring Monitor 24 Inch, located by NVR |
| 16 | Milestone Xprotect Camera License |
| 16 | Care premium for Manufactures Support |
| 10 | Surge protectors for Exterior cameras |
| 10 | Wall Penetrations |
| 1 | Lot cable and cable installation and support |
| 1 | Lot device installation and configuration |
| 1 | Lot configure monitoring at Crest Hill Police monitoring station |
| 1 | Load Client on Crest Hill Desk Top Computer |
| 1 | Lot training |

Sliding Gate - \$55,190.00

SCOPE OF WORK

ILLINOIS GATE SOLUTIONS WILL REMOVE AND DISPOSE OF EXISTING FENCING, POSTS, AND GATE COMPONENTS AT THE EAST ENTRANCE. NEW 6-FT CHAIN LINK WITH PRIVACY SLATS AND NEW 4" POSTS WILL BE INSTALLED ON THE SOUTH AND NORTH SIDES, WITH REGRADING ON THE NORTH SIDE TO ADJUST GATE HEIGHT. EXISTING GATES WILL BE MODIFIED WITH NEW BACK BRACING, ADDITIONAL CHAIN LINK, AND NEW ROLLERS. ADDITIONAL WORK INCLUDES REVERSING GATES FOR UL-325 COMPLIANCE AND REMOVING/REPLACING FENCING AS NEEDED FOR CLEAR OPERATION. ALL WORK WILL BE COMPLETED IN ACCORDANCE WITH UL-325 AND ASTM F2200 SAFETY STANDARDS.

EAST ENTRANCE – SOUTH SIDE GATE:

- INSTALL (1) LIFTMASTER CSL24UL HIGH-TRAFFIC COMMERCIAL GATE OPERATOR.
- INSTALL (1) CUSTOM RAISED OPERATOR STAND (SET @ 46" BELOW GRADE).
- INSTALL (1) THRU-BEAM PHOTO-EYE (UL-325 SAFETY COMPLIANCE).



INSTALL (1) 5 FT PRESSURE-SENSITIVE EDGE SENSOR (UL-325 SAFETY COMPLIANCE).
 INSTALL (1) MONITORED LMWEKITU WIRELESS EDGE KIT (UL-325 SAFETY COMPLIANCE).
 INSTALL (3) PREFORMED SAW-CUT LOOPS 6' X 30' W/50' LEAD (OUTSIDE SAFETY, INSIDE SAFETY, AND FREE EXIT).
 INSTALL (3) LOOPDETLT LOOP DETECTORS.
 INSTALL M-D BACKER ROD AND LOOP SHIELD SEALANT.
 INSTALL NEW 32 FT BACK BRACE ON EXISTING GATE (1.875" OD SCH 40 GALVANIZED PIPE WITH 10-12" CONNECTORS).
 INSTALL (4) 4" X 2-3/8" LOAD II NYLON MAINTENANCE-FREE ROLLERS WITH COVERS.
 INSTALL (1) 72" POWDER-COATED KEYPAD PEDESTAL.
 INSTALL (1) KPW5 EXTERIOR KEYPAD.
 PROGRAM (15) REMOTES AT NO CHARGE.

EAST ENTRANCE – NORTH SIDE GATE:

INSTALL (1) LIFTMASTER CSL24UL HIGH-TRAFFIC COMMERCIAL GATE OPERATOR.
 INSTALL (1) CUSTOM RAISED OPERATOR STAND (SET @ 46" BELOW GRADE).
 INSTALL (1) THRU-BEAM PHOTO-EYE (UL-325 SAFETY COMPLIANCE).
 INSTALL (1) 5 FT PRESSURE-SENSITIVE EDGE SENSOR (UL-325 SAFETY COMPLIANCE).
 INSTALL (1) MONITORED LMWEKITU WIRELESS EDGE KIT (UL-325 SAFETY COMPLIANCE).
 INSTALL NEW 32 FT BACK BRACE ON EXISTING GATE (1.875" OD SCH 40 GALVANIZED PIPE WITH 10-12" CONNECTORS).

Proposal Date 09/25/2025

INSTALL (4) 4" X 2-3/8" LOAD II NYLON MAINTENANCE-FREE ROLLERS WITH COVERS.

SOUTH SIDE:

DEMO EXISTING 4" POSTS AND 23 FT OF COMPOSITE FENCE.
 INSTALL 37 FT OF NEW 6 FT CHAIN LINK FENCE WITH GREY PRIVACY SLATS.
 INSTALL (2) 4" X 4" X 12'-FT GALVANIZED STEEL POST (SET @ 49" BELOW GRADE)

NORTH SIDE:

DEMO EXISTING CHAIN LINK FENCE AND 4" POSTS.
 REGRADE GROUND TO LOWER GATE HEIGHT.
 INSTALL 40 FT OF NEW 6 FT CHAIN LINK FENCE WITH PRIVACY SLATS.
 INSTALL (2) 4" X 4" X 12'-FT GALVANIZED STEEL POST (SET @ 49" BELOW GRADE)

ADDITIONAL WORK:

REVERSE EXISTING GATES FOR UL-325 COMPLIANCE (ROLLERS TO OPERATE ON INSIDE).
 REMOVE AND REPLACE SECTION OF EXISTING BROWN FENCE WITH CHAIN LINK TO ALLOW PROPER GATE OPERATION.
 REMOVE AND POSSIBLY REPLACE SECTION OF WOOD FENCE IF OBSTRUCTED BY REVERSED GATE MOVEMENT.
 PROVE GRAVEL ON REGRADE

NOTES:

ALL WORK WILL BE PERFORMED IN COMPLIANCE WITH UL-325 AND ASTM F2200 SAFETY STANDARDS.

Total Project Price

\$174,520.00



Notes

Item 6.

1. Provision or installation of electrical distribution components, sleeves, firestop, conduit, boxes and 120 VAC connections/circuits, to be done by others as required.
2. Network connections to switched network, Network configuration and Static IP addresses *by owner*
3. Cutting, painting and patching by others.
4. Does not include performance or payment bonds.
5. Costs associated with schedule acceleration, unspecified project meetings, multiple trips onsite due to incompleteness of others, or multiple unplanned phases.
6. All work to be performed during normal working hours.
7. 1 year warranty support parts & labor
8. Assume all existing equipment/wiring is in good working order
9. West Gate trenching and concrete work for pedestal base was performed by others and existing, Not included
10. East Gate Trenching and conduit included as Option on this proposal
11. Head to use City Hall Open Options system, Licensing included

Labor & Material is guaranteed to be as specified, and the above work to be performed and completed in a professional workman like manner. If required, permits and fees will be at additional costs. Low Voltage Solutions, Inc. (LVS) assumes that all work can be done on regular time 7:00 am to 3:30 pm, unless otherwise stated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. LVS carries general liability and Workmen's Compensation Insurance

FINANCING AVAILABLE: LVS can provide a variety of financing structures for payment of invoices. Upon written agreement between LVS and Customer, monthly or quarterly payments, deferred payments or step payments can be available through agreed financing terms. Hardware, software and other LVS services are available to bundle with agreed written financing terms.

PAYMENT TERMS: Payment must be made 30-days upon receipt of invoice for all direct end-user accounts or 1.5% Finance Charge will be applied daily until payment is received

Notwithstanding anything above or contained in the Contract Documents, it is understood and agreed that Contractor has the ultimate obligation to pay LVS within a reasonable time regardless of whether Contractor has received payment from the Owner. It is agreed that LVS invoices that are unpaid after 65 days will be subject to interest of 1.5% daily and/or potential work stoppage by LVS. LVS reserves the right to protect its rights under the Illinois Mechanics Lien Act.

ACCEPTANCE OF PROPOSAL #61-18357 PR#01 r4

The above prices, specifications and conditions are satisfactory and are hereby accepted. We authorize Low Voltage Solutions to do the work as specified. Payment will be made as outlined above. This proposal will remain in effect for 30 days. A purchase order authorizes LVS to proceed with the work under the terms listed above.

Signature: _____ Date: _____



Agenda Memo**Crest Hill, IL**

Date:	10/9/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Pay Request #33 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$942,920.29

Summary:

Strand Engineering and Staff have reviewed the attached pay requests from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve these along with the invoice in the list of bills. Vissering's pay request #33 is \$942,920.29 for work performed between September 1 and September 30, 2025. Once the City receives the disbursement check from the IEPA the City will release the check to Vissering.

Recommended Council Action:

Approval of Pay Request #33 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$942,920.29.

Financial Impact:

See attached memo and application for payment from Strand Engineering

Attachments:

Memo and application for payment from Strand Engineering Pay Request #33



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

October 3, 2025

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

Re: Crest Hill West Sewage Treatment Plant Improvements
 Contract 1-2022
 City of Crest Hill, Illinois (City)

Dear Mr. Hansen:

Enclosed are Pay Application No. 33, waivers of lien, certified payroll, American Iron and Steel documentation, and apprenticeship reporting forms for the City's West Sewage Treatment Plant Improvements project. A summary of the Contract status is shown on the enclosed Application for Payment.

For Pay Application No. 33, Vissering Construction Company (Contractor) is requesting a total of \$942,920.29 for the work performed between September 1 and 30, 2025. Please refer to its breakdown of values in the enclosed pay application. Specifically, this value includes a variety of items such as general conditions; overhead and profit; miscellaneous metal fabrications and handrail; extensive site piping work including influent sewer, nonpotable water, manhole installation, and storm sewer installation; Structure 30 ductile iron piping and stainless steel air piping installation; Structure E70 ductile iron piping; internal recycle pumps installation; site electrical and ductbank routing and building interior conduit and wire installation; Thern davit crane installation at Structures 30 and 40. Strand Associates, Inc.® has reviewed the pay application submitted by Contractor and recommends the Application for Payment request in the amount of \$942,920.29.

The current total Contract amount is \$49,587,366.00. There have been nine change orders to date. Total work completed through September 30, 2025, is \$40,874,190.83. A total of \$2,479,368.30 is being held in retainage, in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic L. Gattone, P.E.

Enclosures

SUMMARY SHEET
(Use with AP2 or AP3)

APPLICATION FOR PAYMENT

ATTN: JULIUS HANSEN, INTERIM PUBLIC WORKS DIRECTOR
 OWNER: 20600 CITY CENTER BLVD, CREST HILL,
 IL 60403
 CONTRACTOR: VISSERING CONSTRUCTION
 COMPANY

PROJECT: W. SEWAGE TREATMENT PLANT
 IMPROVEMENTS
 CONTRACT: 1-2022 (11108.00)
 09.30.2025

PAYMENT APPLICATION NO.: 33

<u>CONTRACT AMOUNT</u>	
ORIGINAL CONTRACT AMOUNT	\$50,640,000.00
PLUS: ADDITIONS TO CONTRACT	\$388,981.00
LESS: DEDUCTIONS FROM CONTRACT	\$1,441,615.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$49,587,366.00
<u>WORK PERFORMED</u>	
COST OF WORK COMPLETED	\$40,874,190.83
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$0.00
NET AMOUNT EARNED TO DATE	\$40,874,190.83
LESS AMOUNT OF RETAINAGE	\$2,479,368.30
SUBTOTAL	\$38,394,822.53
LESS PREVIOUS PAYMENTS	\$37,451,902.24
AMOUNT DUE THIS APPLICATION	\$942,920.29

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and

VISSERING CONSTRUCTION COMPANY
 CONTRACTOR

BY: Tj Matt
 (Authorized Signature)

BY: Tony Marzella, Project Manager
 (Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

DATED: Oct 3, 2025

STRAND ASSOCIATES, INC ©

BY: Dominic Gattone
 (Authorized Signature)

BY: Dominic Gattone
 (Print Name)

Contractor's Application for Payment No. 33

Application Period: 09.01.25 - 09.30.25		Application Date: 09.30.2025	
To (Owner): CITY OF CREST HILL, IL; ATTN: J. HANSEN 20600 CITY CENTER BLVD, CREST HILL, IL 60403	From (Contractor): VISSERING CONSTRUCTION COMPANY	Via (Engineer): STRAND ASSOCIATES	
Project: W. SEWAGE TREATMENT PLANT IMPROVEMENTS	Contract: GENERAL CONSTRUCTION		
Owner's Contract No.: 11108.00	Contractor's Project No.: 11108.00	Engineer's Project No.: 1-2022	

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
1		\$45,297.00	(\$1,383,338.00)	1. ORIGINAL CONTRACT PRICE..... \$ 50,640,000.00
2		\$19,757.00		2. Net change by Change Orders..... \$ (1,052,634.00)
3		\$9,362.00	(\$16,295.00)	3. Current Contract Price (Line 1 + 2)..... \$ 49,587,366.00
4		\$45,205.00	(\$1,807.00)	4. TOTAL COMPLETED AND STORED TO DATE
5		\$26,445.00	(\$16,673.00)	(Column F on Progress Estimate)..... \$ 40,874,190.83
6		\$56,463.00	(\$20,035.00)	5. RETAINAGE:
7 & 8		\$55,757.00		a. 5% X \$49,587,366.00 Work Completed..... \$ 2,479,368.30
9		\$130,695.00	(\$3,467.00)	b. 10% X _____ Stored Material..... \$ -
TOTALS		\$388,981.00	(\$1,441,615.00)	c. Total Retainage (Line 5a + Line 5b)..... \$ 2,479,368.30
NET CHANGE BY				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 38,394,822.53
CHANGE ORDERS				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 37,451,902.24
				8. AMOUNT DUE THIS APPLICATION..... \$ 942,920.29
				9. BALANCE TO FINISH, PLUS RETAINAGE
				(Column G on Progress Estimate + Line 5 above)..... \$ 11,192,543.47

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *T. J. Marzetta*
Tony Marzetta, Project Manager

Date: 10/3/2025

Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer) (Date)
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding Agency (if applicable) (Date)

Memo**Public Works Department****City of Crest Hill**

Date:	10/8/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Water Distribution System Leak Detection Survey

Summary:

Public Works in conjunction with M.E. Simpson is recommending the water distribution system have a second leak detection survey conducted in 2025. The first leak detection survey in 2025 was conducted in the spring. The result was 12 leaks were found that were not surfacing above ground and equaling an estimated 110,000 gallons of water lost per year. These water leaks were all immediately repaired by public works. For this reason, another leak detection survey should be conducted out of an abundance of caution to reduce unaccounted water loss.

Recommended Council Action:

Approval of the proposal from M.E. Simpson for another Water Distribution System Leak Detection Survey equaling an amount not to exceed \$21,165.00

Financial Impact:

The proposal from M.E. Simpson for \$21,165.00 to be charged to contractual services in the Water fund

Attachments: Memo and M.E. Simpson Proposal



July 25, 2025

Julius Hansen
Director of Water & Wastewater
City of Crest Hill
2090 Oakland Ave
Crest Hill, IL

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Hansen,

M.E. Simpson Co., Inc. is pleased to present the City of Crest Hill, Illinois our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Bill Hunt
Regional Manager

Bill Hunt
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

billh@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. There will be a minimum of Two Persons per team working on the survey at all times.

- Work in an orderly and safe manner to insure protection of the local residents, Utility employees, and the Field Staff so that no avoidable accidents occur.
- All Field Staff will have readily observable identification badges worn while in the field.
- The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- Initially listen to all fire hydrants, all accessible main line valves, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500' between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300' between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150' between listening points.
- A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- The Project Team will use “State of the Art” Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- Leaks verified on the customer’s side of a service shut-off will not be located beyond the shutoff. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

- The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- FCS S30 Gutermann AquaScope electronically enhanced listening device.
- Echologics LeakFinder-ST w/hydrophones; FCS AC Digital, TriCorr Touch or Vivax-Metrotech HL6000X leak correlator systems.
- RADIO Detection Line Locators.
- Chicago Tape, Fisher M-Scope or Schonstedt magnetic locators.
- All necessary valve keys and hand tools
- Truck mounted arrow board/signage and warning lights.
- Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the "Project Approach". By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

"Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not “masking” another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined.”

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- **The Project Manager will meet** with the Utility regularly for a progress report.
- **Prepare a progress report** at monthly intervals for the Utility if requested.
- Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
 1. Mechanical deficiencies discovered
 2. Mapping errors on the water atlas
 3. Type of monitored appurtenances
 4. Location of same for leaks discovered
 5. Total estimated loss

**Effective communication...
accurate documentation...
Insuring the success for
the leak survey**

- ◆ **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the "cost to produce" water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey.

This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

Assumptions & Services Provided by the Utility

- ◆ The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- ◆ The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- ◆ The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an "as needed" basis.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- ◆ The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- ◆ We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control. While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- 💧 The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- S Any listening points located in a "confined space" such as pit and vault installations that require entry will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are trained and certified in Confined Space Entry & Self-Rescue.
- S We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are trained and certified in First Responder First Aid & CPR.
- S We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**
 - All personnel are trained and certified, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date for all project personnel.

INVESTMENT

A commitment to improving and maximizing Crest Hill's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of Crest Hill's. M.E. Simpson Co., Inc. will perform our leak detection services on approximately 83 miles of watermain within the City of Crest Hill's water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

~~2 Year Leak Survey Program Fee~~

2025 Fall Water Distribution System Leak Survey Program fee at
\$255.00 per mile (approx. 83 miles)

\$21,165.00**

~~2026 Spring Water Distribution System Leak Survey Program Fee at
\$275.00 per mile (approx. 83 miles)~~

~~\$22,825.00~~

**Any water main surveyed in addition to the above 83 original miles of water main will be surveyed at the rate of \$255.00 per mile of pipe in the Fall of 2025 and \$275.00 per mile of pipe in the Spring of 2026.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

Memo**Public Works Department****City of Crest Hill**

Date:	10/8/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Large Water Meter Testing Project

Summary:

Public Works in conjunction with M.E. Simpson is recommending the large (commercial/ industrial) water meters be evaluated, tested and calibrated to help reduce unaccounted water loss in the water system. In the second quarter of this year 92 large (commercial/ industrial) water meters were evaluated in Phase 1, but 77 still need to be evaluated in Phase 2. The accomplishment of this project will complete the long overdue evaluation of all these large water meters. However, further work will need to be completed based on the report generated by M.E. Simpson. The report will tell the city of large meters that are accurate, that need further repairs, need to be replaced or that were not able to be tested. Getting all the large water meters performing accurately will be Phase 3 of the project that will need council approval once the scope of the work is determined.

Recommended Council Action:

Approval of the proposal from M.E. Simpson for the Large Water Meter Testing Project equaling an amount not to exceed \$36,435.00

Financial Impact:

The proposal from M.E. Simpson for \$36,435.00 to be charged to contractual services in the Water fund

Attachments: Memo and M.E. Simpson Proposal



October 1, 2025

RE: PROPOSAL FOR LARGE METER TESTING

Dear Mr. Hansen,

M.E. Simpson Co., Inc. is pleased to present the City of Crest Hill with our proposal for the Large Water Meter Evaluation, Testing, and Calibration Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that "the water is always safe to drink".

Thank you for your consideration and this opportunity to acquaint you with our Large Water Meter Testing and Calibration Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Bill Hunt
Regional Manager

Bill Hunt
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

billh@mesimpson.com

SCOPE OF WORK

Large Water Meter Evaluation, Testing and Calibration of Commercial/Industrial Water Meters

The Field Scope of Service is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to test and calibrate large meters selected by the Utility and complete the work herein specified.

Teams of two (minimum) or more personnel will work on the meter testing program at all times.

- Work in an orderly and safe manner to insure no avoidable accidents occur.
- All Field Staff will wear photo ID badges that are easily seen while in the field.
- Assess all meters listed in the test group. This assessment will include observing water usage on site, as well as observing meter readings to determine if the meter is the correct type and size for its application.
- If meters cannot be tested in place, make recommendations to Utility to correct setting so testing in place can occur.
- Maintain a meter log for all meters to be assessed in the current test group, which will be reviewed by the Project Team during verification of the meter data supplied by the Utility. Corrections and/or updated records will be provided to the Utility (including periodic Utility meter reports).
- Every effort will be made to schedule water customer meter tests during normal working hours. Exceptions to testing times, on a case-by-case basis, will depend on the severity of loss of water service due to the testing procedure. Severe schedule conflicts may require after hour or weekend testing.
- Meters will be tested across a range of flows to determine patterns of mechanical wear at various flow rates. Flow rates used will be a combination of AWWA recommended flow rates (per M-6 manual of the AWWA) and meter manufacturer flow rates.
- Meters will be tested and calibrated to bring them within accepted accuracy limits.
- Some meters need to be removed from their setting(s) for "offsite" testing due to existing plumbing configurations. Efforts will be made to keep the service disruption to a minimum.
- If a water service loss for any period of time is intolerable to the water customer, recommendations will be made to the Utility to include a by-pass around the meter so service disruption will not occur during the testing.
- The equipment used will be described in the "Equipment to be Used" section.
- The Project Team will document all meter testing results and calibrations. Meters requiring extensive calibrations (not worth time and material) or obsolete meters, will be brought to the Meter Superintendent's attention for potential meter change-out by the Utility. The cost

basis for recommending a meter change out(s) will be determined at the kick-off meeting and agreed upon between M.E. Simpson Co. Inc. and the Utility.

- After calibration, the meter shall be tested to conform to test specifications outlined elsewhere in this Specification.
- In its daily report to the Water Department Manager, the Project Team will review the previous day's progress, and outline the meters to be tested that day.
- It may be necessary to conduct parts of the meter-testing program during "off hours" (i.e. nights). This may be required in a building(s) that has a high daily usage, but is closed at night. The Project Team will give 24-hour "notice of intent" to test meters that require after hours or nighttime work. This will allow the Water Utility to plan for area access, and give Police Department (and other Public Works Divisions) notification as to the planned testing activity.
- Calibration parts used will be NSF 61 certified. (All new meter parts available now currently meet this standard.)
- Care will be exercised when water is discharged during testing. Test meter water flow discharge will not be allowed to cause interference with private property, pedestrian or roadway traffic, and will have minimal environmental impact.
- Meters located in confined spaces shall be tested using accepted confined space entry procedures.
- Any valves that fail or break during operation (to isolate the water meter for testing) will be repaired or replaced at the owner's expense. M.E. Simpson Company is not responsible for possible valve failures due to pre-existing conditions during the testing procedure.

Equipment to be Used

The following equipment will be used for meter testing work during the project. All material listed will be on the job site at all times.

1. Sensus test meters with electronic registers, certified accurate by volumetric testing.
2. All tools needed to perform testing "on site" (hand tools, pipe wrenches, etc.)
3. Proper lengths of 2-1/2' fire hose for conducting the testing "on site"
4. Confined Space Entry tripod, winch, fall protection and Gas detector
5. Meter Test Bench at M.E. Simpson Co. shop for volumetric testing of Meters

Quality Control for Large Water Meter Testing

The level of quality control for large meter testing takes in the above considerations and apply them to each large meter setting under evaluation. When a strict methodology and field procedure are followed, the field conditions can be controlled and mitigated to produce test results that are reliable and accurate.

Utility Observations

The M.E. Simpson Co., Inc. Project Team welcomes Utility staff members to observe field procedures while the Meter Testing Program is in progress. Explanation and understanding of the equipment and techniques used for testing large meters may be useful in helping Utility staff members understand how they may use large meter testing to reduce revenue losses for commercial and industrial accounts.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- Project Team will meet daily with assigned Utility personnel to go over areas of meter testing program for prior workday and plan current day and meter tests.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A 24-hour toll-free 800 number is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- The Project Manager will meet with the Utility regularly for a progress report.
- Maintain a project progression list indicating meters tested and to be tested, contact names, phone numbers, etc.
- Prepare meter reports at the completion of the project, which will include all meter testing reports, listing of new parts installed, and possible mechanical deficiencies that need the attention of the Utility. Recommendations for system maintenance will be a part of this report based on field observations made during the testing program. **This final report shall be made available for submission to the Utility within twenty (20) working days of the completion of the fieldwork.**

Effective communication...
accurate documentation...
Ensuring the success for
the meter testing program

Assumptions & Services Provided by Water Utility

- The Utility will provide all large water meter customer records such as consumption history, phone numbers for appointments, or any additional information that would make the testing of a meter at a location easier to perform. This information shall be regarded as CONFIDENTIAL by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the Utility without consent of the Utility.
- The Utility will assist as necessary to get customer cooperation for the testing program. M.E. Simpson Co., Inc. can assist in composing a letter that the Utility can submit to water customers informing them as to the procedures and benefits of the testing program.
- The Utility will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find meters and for general information about the water system.

This individual(s) will not need to assist the Project Team on a full-time basis, but only on an "as needed" basis.

- The Utility will assist, when necessary, in gaining entry into sites that may be difficult to access due to security issues or other concerns.
- The Utility will provide either "Service Firm" or "Utility" ID for meter testing project team to demonstrate authenticity of the personnel performing the large meter testing program.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control. While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- Any listening points located in a "confined space" such as pit and vault installations that require entry will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are trained and certified in Confined Space Entry & Self-Rescue.
- We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are trained and certified in First Responder First Aid & CPR.
- We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the State Department of Transportation (per MUTCD).**
 - All personnel are trained and certified, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Crest Hills's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Large Water Meter Evaluation, Testing, and Calibration program for the City of Crest Hill. M.E. Simpson Co., Inc. will perform our large meter testing and calibration services on approximately 77 large water meters within the City of Crest Hill's water distribution system. The services will be completed by testing and calibrating, when necessary, the Village's selected industrial/commercial water meters by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

	Test	Calibrate/ Post Test
1 ½" through 2" displacement style meters	\$385.00 each	Replace
1 ½" through 2" displacement style meters(Pulled)	\$455.00 each	Replace
1 ½" through 6" compound and turbine style meters	\$455.00 each	\$175.00 each*
8" through 10" compound and turbine style meters	\$525.00 each	\$200.00 each*
2" - 12" Fire Meters and Fire line style meters	\$555.00 each	T&M each**
1 ½" through 12" water meter inspection/recommend (NON-Testable)	\$415.00 each	
<u>Appointment, Client MISSED/NO SHOW/CANCELLATION (under 24 hours)</u>		\$455.00 each
<u>*Parts are NOT included in the Calibration/Post Test Fee</u>		
<u>**Time and Material charges will apply for the calibration of Fire Meters or Fire Line Meters at \$315.00 per hour for a Two-Man team, \$425.00 per hour for a Three-Man team</u>		
Estimated Cost of Meter Testing: (77 Meters)		\$35,035.00
Estimated Cost of Repairs: (10%)		\$1,400.00
Estimated Cost of Meter Testing/Repair Program to Complete:		\$36,435.00

We thank you for this opportunity to acquaint you with our Large Water Meter Evaluation, Testing and Calibration services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, the scope and proposal above for Large Meter Testing & Evaluation, to be executed on _____ 2025/2026.

Owner

City of Crest Hill, IL

By: _____

Name: _____

Title: _____

Service Provider

M.E. Simpson Company, Inc.

By:  _____

Name: Michael D. Simpson

Title: Chief Executive Officer

Attest: _____

Name: _____

Title: _____

Attest: _____

Name: Randy Lusk

Title: Regional Manager



Agenda Memo

Crest Hill, IL

Meeting Date:	October 20, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for the Chemical Feed System Upgrades at wells 4,8,9,11 and 12 by and Between the City of Crest Hill, Will County, Illinois and Dahme Mechanical Industries, Inc. for an amount of \$599,866.00.

Summary: Attached is the construction agreement for the Chemical Feed System Upgrades at Wells 4,8,9,11 & 12, which was awarded to Len Cox & Sons, Inc. at the August 27, 2025 council meeting.

Recommended Council Action:

Resolution approving an Agreement for the Chemical Feed System Upgrades at wells 4,8,9,11 and 12 by and Between the City of Crest Hill, Will County, Illinois and Dahme Mechanical Industries, Inc. for an amount of \$599,866.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$599,866.00

Total 2026 budget amount obligated to the water fund to date including this work: \$8,975,276.00

Attachments:

DMI-Chemical Feed Resolution

DMI-Chemical Feed Construction Contract

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT FOR THE
CHEMICAL FEED SYSTEMS UPGRADE AT WELLS 4,8,9,11 & 12 BY AND
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND DAHME
MECHANICAL INDUSTRIES, INC. FOR AN AMOUNT OF \$599,866.00**

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, Dahme Mechanical Industries, Inc. (the "COMPANY"), is an entity that is in the business of providing Construction Services for the Chemical Feed System Upgrades. (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 Construction Services for the Chemical Feed System Upgrades. (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 \$599,886.00 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 20TH DAY OCTOBER, 2025.

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

APPROVED THIS 20TH DAY OF OCTOBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF CREST HILL AND “CONTRACTOR”

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Crest Hill (“City”) and Dahme Mechanical Industries, Inc. (“Contractor”) on this, the 29th day of September, 2025. The City and the Contractor may be referred to individually as a “Party” or collectively as the “Parties,” where appropriate.

1. The Contract Documents, in order of priority, shall consist of the following:

- i. This Agreement
- ii. Addenda numbers 1 to 3, inclusive.
- iii. Contract Special Provisions bearing the title “Special Provisions” (n/a)
- iv. BDE Special Provisions (n/a)
- v. All Contract Drawings, Specifications and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the Chemical Feed System Upgrades Dated 8/22/2025
- vi. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vii. Performance and Payment Bonds.
- viii. Contractor’s Bid and Proposal.
- ix. All documentation submitted by Contractor prior to notice of Award.
- x. Notice to bidders, invitation to bid, and bidding instructions for the 2021 City of Crest Hill Concrete Repairs or Restoration Project.
- xi. Notice of Award.
- xii. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contractor believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

2. THE WORK

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

EXHIBIT A

3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve substantial completion of the entire Work:

_____ Within _____ days after the Commencement Date.

 X On or before March 6, 2026 .

After the date of substantial completion, the Contractor shall have an additional _____ days to complete all clean-up and punch-list items.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

4. LIQUIDATED DAMAGES

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

5. CONTRACT SUM

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

EXHIBIT A

6. PROGRESS PAYMENTS

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.
- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
 - (i) The amount of each progress payment shall include:
 - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
 - (ii) The amount of each progress payment shall then be reduced by:
 - (1) The aggregate of any amounts previously paid by the City; and
 - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
 - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
 - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
 - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
 - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.

EXHIBIT A

- (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment and all amounts previously paid or retained during the course of the Contract.
- (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier, and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
 - (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
 - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
 - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
 - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
 - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
 - (vi) The Work is defective, requiring correction or replacement; or
 - (vii) The City has been required to correct defective Work at its own cost; or
 - (viii) The Contract Sum has been reduced by change orders; or
 - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or
 - (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or

EXHIBIT A

- (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
 - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.
- (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

8. RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the City may withhold 10% as retainage from the payment otherwise due. The City reserves the right, but is under no obligation, to reduce retainage prior to substantial completion.

9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (see Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

10. INSURANCE

A. General Insurance Requirements.

EXHIBIT A

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

B. Other Insurance Requirements

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

11. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.
- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called

EXHIBIT A

“Kotecki Cap.” The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.

- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

12. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*). The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract is awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

13. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City’s sole discretion. All Contractor’s subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

14. BOND

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With permission of the City, and when state and federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work.

EXHIBIT A

After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

16. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

17. BID RIGGING AND ROTATING CERTIFICATION

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

18. AUTHORITY TO EXECUTE

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

19. GOVERNING LAW; CHOICE OF FORUM

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of

EXHIBIT A

jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

20. SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

21. TERMINATION

- (a) Termination Without Cause: The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.
- (b) Termination for Cause: If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents

EXHIBIT A

or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

22. NOTICES

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

EXHIBIT A

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF CREST HILL,
WILL COUNTY, ILLINOIS

K.P. Komman

BY: _____

BY: K.P. Komman

ITS: _____
Mayor

ITS: President

ATTEST:

BY: _____

ITS: _____

From: [Ron Wiedeman](#)
To: [Karen Kozerka](#)
Subject: RE: Chemical Feed System Upgrade Bid
Date: Monday, August 11, 2025 11:56:00 AM
Attachments: [image005.png](#)

Karen,

Can you please forward the email below to all contractor who have pick up bids and any new contractors from now until the time of the bid opening and request a return receipt request.

To all prospective bidders:

Subject: City of Crest Hill,
Chemical Feed System Upgrades
August 15th, 2025, Site Walk Through.

The city will allow all prospective bidders on August 15th at 8:00 AM an opportunity to view the city's well houses where the proposed Chemical Feed Upgrades are to be performed. The city will **have** a representative along with its consultant who prepared the drawing to address any questions. This is not a mandatory pre-bid meeting, but bidders are encouraged to attend.

If you would like to attend this walk though, please meet at the city's Public Works Department at 2090 Oakland Avenue, Crest Hill at 7:45 AM.

Ronald J Wiedeman, P.E.

City Engineer
City of Crest Hill
20600 City Center Blvd
Crest Hill, Illinois, 60403
Office: 815-741-5122
Cell: 815-656-0086



From: Karen Kozerka <KKozerka@cityofcresthill.com>
Sent: Monday, August 11, 2025 11:12 AM
To: Ron Wiedeman <rwiedeman@cityofcresthill.com>
Subject: Chemical Feed System Upgrade Bid

From: [Ron Wiedeman](#)
To: [Karen Kozerka](#)
Cc: [Zac Gustafson](#)
Subject: RE: Chem Feed System Upgrade
Date: Thursday, August 21, 2025 8:19:00 AM
Attachments: [image001.png](#)

Karen,

Can you please send this email out to all the plan holders for the Chemical Feed project and make sure you receive conformation that it was received by them.

"The undersigned agrees to complete the work within N/A calendar days after the date of the execution of the contract by both parties, or by November 28, 2025 if this is a completion day contract, unless additional time shall be granted by the City in accordance with the provisions of the specifications."

Ronald J Wiedeman, P.E.

City Engineer

City of Crest Hill

20600 City Center Blvd

Crest Hill, Illinois, 60403

Office: 815-741-5122

Cell: 815-656-0086



From: Karen Kozierka
 To: Christopher W. Wiedeman
 Cc: Zac Gustafson
 Subject: RE: Chem Feed System Upgrade - Plans and Specs. Addendum #3
 Date: Thursday, August 21, 2025 3:59:41 PM
 Address: kkozierka@cityofcresthill.com

Hello:

Please see the below and confirm it has been received (Addendum #3):

1. The bid opening date will be extended to August 27th at 10 AM to allow for additional time for all contractor to review and supply bids.
2. Due to supply issues brought up by some of the contractors the completion date for this project will be extended to March 6, 2026
 - a. "The undersigned agrees to complete the work within N/A calendar days after the date of the execution of the contract by both parties, or by March 6, 2026 if this is a completion day contract, unless additional time shall be granted by this City in accordance with the provisions of the specifications."



Karen Kozierka
 Deputy Clerk
 City Clerk's Office
 City of Crest Hill
 20600 City Center Blvd.
 Crest Hill, IL 60403
 815-741-5100



From: Chris Olson <colson@independentmech.com>
 Sent: Thursday, August 21, 2025 2:18 PM
 To: Karen Kozierka <kkozierka@cityofcresthill.com>; Ron Wiedeman <rwiedeman@cityofcresthill.com>
 Cc: Zac Gustafson <zgustafson@independentmech.com>; David Reynolds <dreynolds@independentmech.com>
 Subject: RE: Chem Feed System Upgrade - Plans and Specs.

External Sender: Use caution with links and attachments. Use caution when replying. If you are unsure please contact IT.

If this needs to be added to the bid document, we most likely will need to pass on bidding this project. The tanks alone will take 2-3 months to get after approved drawings. In addition the liquidated damages included in the specs are substantial.

Thanks
 Chris



Christopher W. Olson
 Vice President
 Independent Mechanical Industries, Inc.
 2671 United Lane | Elk Grove Village, IL 60007
 Work (773)282-4500 | Fax (773)282-2046
 Office Direct (773)243-2509 | Cell (773)906-5343
 Website: <http://www.independentmech.com>

From: Karen Kozierka <kkozierka@cityofcresthill.com>
 Sent: Thursday, August 21, 2025 3:40 PM
 To: Chris Olson <colson@independentmech.com>
 Cc: Zac Gustafson <zgustafson@independentmech.com>
 Subject: RE: Chem Feed System Upgrade - Plans and Specs.

Hello:

Please confirm the below has been received.

"The undersigned agrees to complete the work within N/A calendar days after the date of the execution of the contract by both parties, or by November 28, 2025 if this is a completion day contract, unless additional time shall be granted by the City in accordance with the provisions of the specifications."



Karen Kozierka
 Deputy Clerk
 City Clerk's Office
 City of Crest Hill
 20600 City Center Blvd.
 Crest Hill, IL 60403
 815-741-5100



From: Chris Olson <colson@independentmech.com>
 Sent: Monday, August 11, 2025 10:35 AM
 To: Karen Kozierka <kkozierka@cityofcresthill.com>
 Cc: Zac Gustafson <zgustafson@independentmech.com>
 Subject: RE: Chem Feed System Upgrade - Plans and Specs.

External Sender: Use caution with links and attachments. Use caution when replying. If you are unsure please contact IT.

Received, thank you Karen.

Thanks
 Chris



Christopher W. Olson
 Vice President
 Independent Mechanical Industries, Inc.
 2671 United Lane | Elk Grove Village, IL 60007
 Work (773)282-4500 | Fax (773)282-2046
 Office Direct (773)243-2509 | Cell (773)906-5343
 Website: <http://www.independentmech.com>

From: Karen Kozierka <kkozierka@cityofcresthill.com>
 Sent: Monday, August 11, 2025 9:41 AM

Project No. 2025
City of Crest Hill

CITY OF CREST HILL
CHEMICAL FEED SYSTEM UPGRADES

Project 2025

CREST HILL
WILL COUNTY, ILLINOIS
NOTICE TO CONTRACTORS

The City of Crest Hill's Engineering Department will receive sealed proposals for the following improvements at the Clerk's office, 20600 City Center Boulevard, Crest Hill, Illinois 60403, until 10:00 A.M. on August 22, 2025.

CHEMICAL FEED SYSTEM UPGRADES

Sealed proposals will be opened and read publicly at City Hall at 20600 City Center Boulevard in the Council Chambers, Crest Hill, Illinois 60403 at 10:00 A.M. August 22, 2025. No bid shall be withdrawn after the opening of the proposals without the consent of the Engineering Department or the Mayor and City Council for a period of forty-five days after the scheduled time of closing bids.

All proposals shall be sealed in an envelope addressed to the City of Crest Hill, attention Engineering Department. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided.

The Contract Documents may be examined without charge at the office City Engineer at 20600 City Center Boulevard, Crest Hill, Illinois 60403.

The Bid Documents, including plans and specifications may be obtained from the City of Crest Hill Deputy Clerk by emailing Karen Kozerka at KKozerka@cityofcresthill.com or calling 815-741-5100 and requesting a digital set. The Bid Documents will only be transmitted electronically. The bid documents will be issued until 3:30 PM on August 20, 2025.

A certified check/bank draft drawn on a solvent bank, payable without condition to the City or bid bond in an amount not less than 10% shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into, and the performance of the contract is properly secured.

A performance and payment bond in a sum equal to 100% of the amount authorized with sureties to be approved by the Mayor and City Council for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Engineering Department or Mayor and City Council their best interests will be promoted thereby.

The contractor will be required to pay not less than the prevailing wage rates on this project as established by the Illinois Department of Labor. He shall also comply with all applicable Federal, State and local regulations.

Prequalification will be required to be submitted to the engineer by all potential bidders. If in the opinion of the City Engineer and the Mayor and City Council, an applicant would not be able to serve the best interest of the city, a proposal will not be issued to the applicant.

City of Crest Hill
Engineering Department

INSTRUCTIONS TO BIDDERS

GENERAL

Proposals will be received by the City of Crest Hill's Engineering Department, for the construction of,

CHEMICAL FEED SYSTEM UPGRADES

In accordance with the legal advertisement attached hereto entitled "Notice to Contractors".

The Notice to Contractors, Instructions to Bidders, Contractor's Proposal, Certificate as to Corporate Principal, Certified Check/Bid Bond, Specifications, Plans, Contract, the Performance Bond and the Maintenance Bond, shall be considered in every bid submitted and will become a part of every contract subsequently entered into for doing the work referred to herein.

EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

See Division 100, General Requirements and Covenants, Section 2, 2-3

PRE-QUALIFICATION

Proposers must be experienced in the construction of the type of facilities to be constructed under the contract for which a proposal is submitted. Which for the improvement is upgrading chemical feed system for water distribution systems.

DOCUMENTS OBTAINED FROM OTHER SOURCES

The City of Crest Hill is the only official source for the bid packages and supporting materials.

PROPOSALS

Proposals are solicited on the basis of a unit price bid for the work completed. They shall be made on the printed forms herewith attached. The blank spaces must be filled in correctly where indicated. The amount of the proposal must include all work necessary to make the project ready for operation, as shown on the plans and called for in the specifications. The proposal shall be for the work complete.

In the event of any difference or discrepancy in any amount or amounts which is set out both in words and in figures, in any of the contract documents or in the formal proposal of the Contractor, the written word or words shall not be construed to either limit or destroy the legal status of a unit price Contract.

Proposals that contain any omissions, erasures, or alterations or that contain additions or items not called for in the Contract Specifications and Plans, or that are deemed by the City of Crest Hill to contain irregularities of any kind may be rejected as informal.

No proposals will be accepted unless the bidder submitting it furnishes evidence satisfactory to the City of Crest Hill of his experience and familiarity with work of the character specified and of the legal status of the bidder, that is, as a corporation, partnership, or an individual which must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are

held. A partnership proposer must give the full name and address of all partners. When a firm submits a proposal, the individual names of all its members shall be written and shall be signed in full but the signers may, if they choose, describe themselves, in addition as doing business under a firm name and style.

In cases where a corporation submits a proposal, the proposal must be signed in the name of and under the seal of the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent must present legal evidence that he or she has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state, is the successful proposer, such corporation shall present evidence before a contract of said work is executed that it is authorized to do business in the State of Illinois.

Decisions on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City of Crest Hill to reject any or all proposals and to defer action on awarding a contract for sixty (60) days after proposals are received and opened.

THE PROPOSAL MUST NOT BE DETACHED HEREFROM OR FROM THE CONTRACT BY ANY PROPOSER WHEN SUBMITTING A PROPOSAL.

SOURCE AND NATURE OF FUNDS AVAILABLE

The payment for the proposed improvement referred to herein shall be made by the City of Crest Hill only after it has received a properly executed claim and approved pay estimate.

MATERIAL GUARANTEE

Before any proposal is awarded, the proposer may be required to furnish a complete statement of the original composition and manufacturer of any or all the materials to be used in the construction of the work along with any required samples. These samples will be subjected to the requirements spelled out in the contract documents to determine their quality and if the samples meet the requirements as specified. When the Contractor orders materials which will be subject to the tests as required by the contract documents, he shall state clearly to the Vendor that the material ordered is subject to such tests and the samples will not be used for the completion of work under this contract.

CONSIDERATION OF PROPOSALS/PROPOSAL

See Division 100, General Requirements and Covenants, Section 2, and Section 3, 3-1

BASIS OF AWARD

The award of the proposal will be made based on the summation of unit prices multiplied by the number of units for the entire improvement unless otherwise specified in the project special provisions. The contract for the construction of the work will be awarded based on the lowest total monetary Proposal Price for the entire improvement unless otherwise specified in the project special provisions, submitted by a qualified and responsible proposer. See Division 100, Section 3-2 for additional information.

In determining the most responsive and responsible proposer, , the City reserves the right to take into account and give responsible weight to the items listed in Division 100, Section 2-13.

No proposal will be awarded to any proposer whose work and/or equipment and materials as proposed do not, in the opinion of , the City, conform to the intent of the specifications.

The City reserve the right to award in part or in whole, or to not award whatever is deemed in the best interest of the Municipality. The city of Crest Hill further reserves the right to reject any or all bids.

See Division 100, General Requirements and Covenants, Section 3, 3-2 for timing of award.

PERFORMANCE AND PAYMENT BOND

The successful Contractor shall furnish to the city within ten (10) days after the successful proposer has been notified of the acceptance of his proposal;

1. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the amount authorized or a purchased order issued by the municipality conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans, and contract. The performance bond shall be properly executed and signed at the time of filing of said bonds. Said bonds are to remain in full force and effect up to and including the final acceptance of the work.
2. A payment bond satisfactory to the city executed by surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of the work provided for in the contract, in the amount 100 percent (100%) of the amount authorized or a purchased order issued by the city. In no case shall the bond be in an amount less than one Thousand Dollars (\$1,000).
3. Documents required by this section must be received and approved by the city before a written contract will be issued.

All bonds must be from companies having of at least A-minus and of a class size of at least X as determined by A.M. Best Rating. The cost of acquiring these bonds shall be incidental to the construction contract.

MAINTENANCE BOND

Before the construction bond shall be released, the Contractor shall file a maintenance bond in an amount equal to ten percent (10%) of the amount the contract price prior to completion and final payment of the contract, as a guarantee that all workmanship and material furnished by the Contractor under the Contract shall be kept in satisfactory condition for a period of one (1) year, after the date of acceptance of the work by the City of Crest Hill. The surety required upon such maintenance bond shall be any surety company legally authorized to transact business in the State of Illinois. Said bond to be subject to the approval of the City of Crest Hill.

The cost of acquiring this bond shall be incidental to the construction contract.

RETAINAGE

Retainage will be held based on Public Act 103-0570. 10% will be held up to 50% completion of the project. When more than 50% of the contract is completed 5% will be withheld.

SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all of any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the forms provided herein** (use additional forms if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the City of Crest Hill is required.

Notwithstanding written consent to subcontract approved by the City, the Contractor shall perform the Contractor's own organization, work amount to not be less than fifty (50%) percent of the total contract cost, and the materials purchased or produced by the Contractor.

Failure to identify subcontractors could result in disqualification.

SERVICEMEN'S EMPLOYEES TENURE ACT

The Contractor shall abide by the Servicemen's Employees Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

CHILD LABOR LAW

The Contractor shall abide by the Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within the state."

DRUG FREE WORK PLACE

The Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace through the Drug Free Workplace Act. A copy of this policy shall be included with the executed contract to each Municipality.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT

The Contractor agrees to comply with the Substance Abuse Prevention on Public Works Project Act, as amended, 620 ILCS 265/1 et Seq., and further agrees that all of its subcontractors shall comply with such Act.

PREVAILING WAGE RATES

The contractor shall follow the Prevailing Wage Act, as amended, 820 ILCS 130/0.01 et seq. on this project.

The current Prevailing Wages Rates for this project are for Will and Grundy County and they can be found at: <http://www.state.il.us/agency/idol/rates/rates.HTM>

NUMBER OF COPIES OF CONTRACT

See Division 100, General Requirements and Covenants Section 3-5

FAILURE TO EXECUTE CONTRACT

See Division 100, General Requirements and Covenants Section 3-6.

ESTIMATE OF QUANTITIES

The attention of all prospective proposers on the construction improvement provided for herein is also directed to the following:

An Estimate of Quantities for the proposed improvement is included herein. The Estimate of Quantities shown is believed to be substantially correct, but is not guaranteed as to correctness by either the City of Crest Hill, or by the Engineer, or by any representative of the City of Crest Hill or of the Engineer.

INSURANCE

See Division 100, General Requirements and Covenants Section 7-2.

A **Certificate of Insurance** that states **the City** has been endorsed as an “additional insured” by the Contractor’s **Insurance carrier. Specifically, this Certificate must include the following language:** “The (municipality’s name inserted). And their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non-contributory basis for general liability insurance and automobile liability coverage for the duration of the contract term.”

In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement each municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

CHANGE IN STATUS

The Contractor shall notify the city immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change of greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (e) Contractor ceases to conduct its operations in the normal course of business. The city shall have the option to terminate this agreement with the Contractor immediately on written notice based on any such change in status.

INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices the city or their authorized representavice detailing the services provided directly to the City. All services shall be invoiced based on unit pricing and quantities used. The City shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the City. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

City of Crest Hill
 Ronald J Wiedeman
 City Engineer
 2090 Oakland Avenue
 Crest Hill Illinois 60403

AUDIT/ACCESS TO RECORDS

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation, of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract prices. In all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted in pursuant to this provision shall be consistent with accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor 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 will include the written comments, if any, of the audited parties.\
- E. Records under the subsection above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, these records with relate to any dispute or litigation or the settlement of claims arising out of such performances, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - a. Negotiated prime contractor
 - b. Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed rate contract; and
 - c. Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

- G. The right of access will generally not be exercised with respect to the prime contract, subcontract or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- a. With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - b. If there is any indication that fraud, gross abuse, or corrupt practices may be involved.

COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the municipality in its efforts to comply with the freedom of information Act. 5 ILCS 140/1 et.seq.

LICENSE

The successful contractor and all sub-contractors shall have a license to work in the City of Crest Hill.

CITY OF CREST HILL
CHEMICAL FEED SYSTEM UPGRADES
PROPOSAL

PROPOSAL

TO THE CITY OF CREST HILL

1. Proposal of _____

(name and address of bidder)

(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the City may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the City within thirty (30) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within thirty (30) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the City, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within _____ calendar days after the date of the execution of the contract by both parties, or by _____ if this is a completion day contract, unless additional time shall be granted by the City in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the City from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: _____

The amount of the bond, check or draft is _____
 _____ (\$ _____).

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the City, and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?

2. (a) Have you done work of this nature? _____
 (b) To what extent? (Dollar value) _____
 (c) For whom? _____

3. Do you have sufficient equipment to perform this work? _____
 If so, list major items: _____

4. Give Bank reference: _____
 Address: _____

5. List names and addresses of major suppliers:

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? _____
 (a) If so where? _____
 (b) For what reason? _____

7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? _____

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? _____
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? _____
10. If awarded contract, work will begin in _____ calendar days.

CERTIFICATE OF ELIGIBILITY TO BID

I, _____ (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: _____

By: _____
(Name of Contractor)_____
(Title)

**CITY OF CREST HILL
SCHEDULE OF PRICES**

Location CHEMICAL FEED SYSTEM UPGRADES

Description CHEMICAL FEED UPGRADES

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	CHEMICAL FEED UPGRADES, WELL 4	L. SUM	1		
2	CHEMICAL FEED UPGRADES, WELL 8	L. SUM	1		
3	CHEMICAL FEED UPGRADES, WELL 9-12	L. SUM	1		
4	CHEMICAL FEED UPGRADES, WELL 11	L. SUM	1		
5	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 4	L. SUM	1	2000	\$2,000.00
6	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 8	L. SUM	1	2000	\$2,000.00
7	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 9-12	L. SUM	1	2000	\$2,000.00
8	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 11	L. SUM	1	2000	\$2,000.00
Total =					

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

Business Address

Insert
Names and
Addresses of
All Members
of the Firm

.....

.....

.....

.....

(If a corporation)

Corporate Name

Signed By
President

Business Address

(Corporate Seal)

Insert
Names of
Officers

President

Secretary

Treasurer

Attest:

Attestor's Title:

Phone Number

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

Name of Project

for the City of Crest Hill, County of Will, State of _____ hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By: _____
Company Name

Date: _____

March 19, 2024

CITY OF CREST HILL DIVISION 100

GENERAL REQUIREMENTS AND COVENANTS

March 19, 2024

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SECTION 1. DEFINITION OF TERMS

1-1 DESCRIPTION

When a standard specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

Whenever in the specifications and Contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1-2 ABBREVIATIONS

The following organizations are referred to in this specification by abbreviations of the titles. Additional information noted but not detailed can be obtained from these organizations by writing to them.

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
ASSHTO	The American Association of State Highway and Transportation Officials 917 National Press Building Washington, D.C. 20004
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
NSF	National Sanitation Test Laboratory Foundation Box 1478 Ann Arbor, Michigan
ANSI	American National Standards Institute 1430 Broadway New York, New York 10018
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764
FHWA	Federal Highway Administration DOT Building, 400 Seventh St., S.W. Washington, D.C. 20590
OSHA	Occupational Safety and Health Act
MWRDGC	The Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611

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CONSULTANT	ENGINEERING CONSULTANT
ISO	Insurance Services Office

1-3 ADDENDA

Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications or corrections.

1-4 AWARD

The decision of the City to accept the proposal of the lowest responsive, responsible bidder for the work, subject to the execution of and approval of a satisfactory Contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1-5 BASE COURSE

The layer or layers of specified or selected material of designed thickness placed on a sub-base or a subgrade to support the surface course.

1-6 BITUMINOUS PAVEMENT

A pavement structure which maintains intimate contact and distributes loads to the subgrade and depends upon aggregate interlock particle friction and cohesion for stability, and a pavement structure which includes a bituminous concrete surface course over a bituminous concrete base course or a portland cement concrete base course.

1-7 BIDDER

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1-8 CONTRACT

The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work (the furnishing of labor and materials, and the basis of payment).

The Contract includes such of the following document parts as may be utilized. These document parts so utilized will be as fully part of the Contract as if therein set out verbatim, or, if not attached, as if attached thereto. The controlling order of priority for these documents on the project is as follows (e.g., A is controlling over B-N, etc.):

- A. Supplemental Agreements (Change Order)
- B. Addenda
- C. Special Conditions of Contract
- D. General Conditions of Contract

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- E. Special Provisions to the Specifications
- F. Detailed Specifications
- G. Complete Project Plans or Drawings
- H. General Specifications
- I. Contract
- J. Contractor's Contract Bond
- K. Contractor's Proposal
- L. Notice to Proceed
- M. Notice of Award
- N. Notice to Bidders

1-9 CONTRACTOR

The Bidder awarded the Contract for the Work.

1-10 CONTRACT BOND

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the Work in accordance with the terms of the Contract.

1-11 CORPORATION

With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the State of Illinois

1-12 CULVERT

A drainage structure extending across and beneath a traveled way and having a tubular or box-type cross-section open on both ends.

1-13 ENGINEER

CONSULTING ENGINEER, or an engineer of a municipality, including such assistants as are authorized to represent them, who represents the City during the construction phase activities of the Work.

1-14 FORCE MAIN

A pipe constructed or used to carry sewage under pressure.

1-15 ENGINEERING OBSERVER

The authorized representative of the City or of the Engineer assigned to observe the progress of the Work to determine only if the Work is proceeding in accordance with the technical plans and specifications.

1-16 LABORATORY

An established testing laboratory approved by the Engineer.

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1-17 MANHOLE

A vertical enclosed structure providing access to a pipe line or other structure.

1-18 NOTICE TO BIDDERS

The official notice, included in the proposal form, inviting bids for the proposed improvement, including a brief description of the Work.

1-19 CITY

The governmental body, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers or employees. The Department as referenced in the State Specifications.

1-20 PAVEMENT STRUCTURE

The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

1-21 PLANS

All official drawings or reproductions of drawings pertaining to the Work provided for in the contract.

1-22 PLUMBING

Plumbing shall be as defined in the latest adopted Illinois State Plumbing Code, copies of which are available from the Illinois Department of Public Health, Division of Engineering and Sanitation, 535 West Jefferson Street, Springfield, Illinois 62706.

1-23 PROPOSAL {BID}

The written offer of the Bidder to perform the proposed Work.

1-24 PROPOSAL GUARANTY

The security designated in the proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the City for the acceptable performance of the Work and will furnish the required Contract Bond, if the Work is awarded to him.

1-25 RAILROAD

The Railroad or Railway Company whose property is involved in the Work.

1-26 RIGHT-OF-WAY AND EASEMENTS

The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement is in effect.

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1-27 SEWER, COMBINED

Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

1-28 SEWER, SANITARY

Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

1-29 SEWER, SERVICE

A branch sanitary sewer line constructed from the main sanitary sewer line to a point described in the Special Provisions or Plans or to a point established by the Engineer.

1-30 SEWER, STORM

A sewer constructed or used for carrying storm water or sub-surface water to a storm water outlet.

1-31 SPECIAL PROVISIONS

Specific directions, provisions, requirements and revisions of the Specifications peculiar to the Work under consideration which are not satisfactorily provided for in the Specifications. The Special Provisions set forth the final contractual intent as to the matter involved. The Special Provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

1-32 SPECIFICATIONS

The body of directions, provisions and requirements contained herein, or in any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities or the quality of materials to be furnished under the contract.

1-33 STATE SPECIFICATIONS

IDOT, Standard Specifications for Road and Bridge Construction, latest edition at the time of Bid. This book outlines the general requirements and covenants to all improvements, as well as provisions referring to materials, equipment and construction requirements for individual items of work.

1-34 SUBCONTRACTOR

The individual, firm, partnership or corporation to whom the Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the Work covered by the contract.

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1-35 SUB-BASE

The layer or layers of specified or selected material of designed thickness placed on a sub-grade to support a base course.

1-36 SUB-GRADE

The top of surface of a roadbed upon which the pavement structure and shoulders are constructed.

1-37 SUPPLEMENTAL AGREEMENT

The written agreement executed by the City and the Contractor, with the assent of the Contractor's surety, covering modifications or alterations of the terms of the original Contract.

1-38 SUPPLIER

Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design.

1-39 SURETY

The corporate body, individual or individuals which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the Work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

1-40 SURFACE COURSE

One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "wearing course".

1-41 WATER MAIN

A pipe constructed or used to carry potable water under pressure.

1-42 WATER SERVICE LINE

That line connected to the water main, which delivers potable water to the user's facilities.

1-43 THE WORK

The improvement advertised for bids, described in the Proposal form, indicated on the Plans and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof.

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SECTION 2. PROPOSAL REQUIREMENT AND CONDITIONS

2-1 CONTENTS OF THE PROPOSAL FORM

Bidders will be furnished with forms stating the location and description of the Work contemplated, the approximate quantities of Work to be performed, the amount of the Proposal Guarantee, requirements pertaining to labor, and the date, time and place of filing and opening Proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the award of the Contract. The City and Engineer do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the Work.

Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The City reserves the right to omit any item or items, or to increase or decrease any or all items as provided in Section 4-3.

2-3 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder shall, before submitting his bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of Contract and bond. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The City or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The City or Engineer assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The City or Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, shown on the Plans relative to the location of underground utility.

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facilities. It shall be the Contractor's responsibility to obtain from the respective utility companies detailed information of the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

2-4 ENGINEER'S ESTIMATE

The Engineer's "Estimate of Cost" as prepared for the City for the work to be completed under this contract may or may not be available to the Bidders at the discretion of the City or the Engineer. If the "Estimate of Cost" is available, it shall be given to all prospective bidders upon request.

2-5 PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the City. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he shall show the products of respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, certified to by the secretary.

2-6 MULTIPLE BIDS

If multiple Bids are to be received, bidding shall be in accordance with the instructions in the Special Provisions

2-7 REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or proposals otherwise regular which are not accompanied by the proper proposal guaranty shall be rejected as informal or insufficient. However, the City reserve the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the City.

2-8 PROPOSAL GUARANTY

Per Public Act 103-0570 a proposal guarantee is required for all projects over \$150,000.

If project is over \$150,000 then each proposal shall be accompanied by a bid bond, bank draft, bank cashier's check, or properly certified check for not less than ten per cent (10%) of the amount Bid unless otherwise specified in the Special Provisions.

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If a multiple Bid is submitted, the bid bond, bank draft, bank cashier's check, or certified checks, which accompany the individual Proposals making up the combination, will be considered as also covering the multiple Bid.

See Paragraph 3-3 regarding return of Proposal Guaranty.

The bid bond, bank draft, cashier's checks, or certified checks accompanying Proposals shall be made payable to the City.

2-9 DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the notice to bidders. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Bidders.

2-10 WITHDRAWAL OF PROPOSALS

Permission will be given a Bidder to withdraw a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same Work at the same letting.

2-11 WITHDRAWAL OF PROPOSAL GUARANTY

See Paragraphs 3-2 and 3-3 on award of Contract and return of Proposal Guaranty.

2-12 PUBLIC OPENING OF PROPOSALS

Unless otherwise specified, Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

2-13 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and rejection of his Proposal.

- A. More than one Proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- D. Failure to submit a unit price for each item of Work listed in the Proposal.
- E. If the Proposal form is other than that furnished by the City or if the form is altered or any part thereof is detached.

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- F. If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- G. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. If the Proposal is not accompanied by the proper proposal guaranty.
- I. If the Proposal is prepared with other than ink or typewriter.
- J. Lack of competency as revealed by financial statement or experience questionnaire.
- K. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- L. Uncompleted work, which, in the judgment of the City, might hinder or prevent the prompt completion of additional work.
- M. False information provided on a Bidder's "Contractor's Statement."
- N. Failure to comply with any prequalification regulations of the City.
- O. Default under previous contracts.

2-14 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the City within two (2) weeks after request, with satisfactory evidence of his competency to perform the Work contemplated. When requested, he shall submit to the City a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal, and shall do so within the same two weeks from the time of request.

Before an award is made, the Bidder may, at the option of the City be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

2-15 MATERIAL SUBSTITUTIONS

If restrictions of any governmental authority prohibit the use of certain items that are required by the Plans and Specifications, substitution for such items will be determined by the City.

Each Bidder shall base his bid on the furnishing of all items exactly as shown on the Plans and as described in the Specifications. The successful Bidder will not be authorized to make any substitutions

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on his own volition, but in each and every case must obtain a properly authorized change order from the City on his Contract before installing any work in variance with the Contract requirements.

2-16 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City and Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2-17 STATUS OF RIGHT-OF-WAY, EASEMENT AND CONSTRUCTION EASEMENT ACQUISITION

Each bidder is instructed to fully acquaint himself with the status of the right-of-way, easement and construction easement acquisition at the time of submission of his proposal and the possibility of the acquisition of the parcels remaining to be acquired, if any, in time so as not to interfere with the progress of his work under this contract, and the City shall not be liable to any damage that may occur to him for any and all delay through delay of the City in securing the necessary right-of-way, easement and construction easement.

The City agrees that it will make every effort to acquire any right-of-way, easement and construction easement with all speed and diligence possible.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 CONSIDERATION OF PROPOSALS

The proposals received will be compared on the basis of the summation of the products of the items of Work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the City will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations, which the City may elect to make.

3-2 AWARD OF CONTRACT

Except in cases where the City exercises the right reserved to reject any or all Proposals, the Contract will be awarded by the City, as soon as practicable after the opening of Proposals.

Unless otherwise specified, if a Contract is not awarded within forty- five (45) days after the opening of Proposals, a Bidder may file a written request with the City for the withdrawal of his bid or award date may be extended by mutual consent of the City and Bidder. The City will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's Proposal Guaranty.

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3-3 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two lowest Bidders will be returned as soon as the Contract and Bond of the successful bidder have been properly executed and approved.

If Contracts cannot be awarded promptly, the City shall permit the two (2) lowest Bidders to substitute for the bank cashier's checks, or certified checks which they may have submitted with their Proposals as Proposal Guaranties, a bid bond executed by a corporate surety company satisfactory to the City, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Proposals.

3-4 REQUIREMENT OF CONTRACT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the City a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the City, and the surety shall be acceptable to the City.

3-5 EXECUTION OF THE CONTRACT

The contract shall be executed by the successful Bidder. The bond, when required, shall be executed by the principal and the sureties, and executed Contract and Contract Bond shall be presented to the City within fifteen (15) days after the date of notice of the award of the Contract.

Each Contract must be executed in three (3) original counterparts, and there shall be executed original counterparts of the Contract Bond in equal number to the executed original counterparts of the Contract. One (1) copy each of such executed documents will be retained by the City and the Engineer, the third will be delivered to the Contractor.

3-6 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and an acceptable Contract Bond and acceptable insurance certificates as provided herein, within fifteen (15) days from the date of receipt of Contract documents from the City will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the City, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

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SECTION 4. SCOPE OF WORK

4-1 INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the contract is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract, plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. Contractor shall be solely responsible for all safety procedures and safety violations. The quantities appearing in the bid schedule of prices are estimates prepared for the establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased, or omitted as herein provided.

Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Engineer and receipt of written authorization as provided herein.

The latest edition of the State Specifications and Standard Specifications for Water and Sewer Construction in Illinois shall be the basis and govern this contract unless otherwise provided by special provision or exception.

4-2 SPECIAL WORK

Should any construction or requirement not covered by the Specifications be anticipated on any proposed Work, Special Provisions for the same will be prepared and included in the Proposal form, which Special Provisions shall be considered as a part of the Specifications the same as though contained fully herein.

4-3 CHANGES

The City reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.

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If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following:

- A. All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (C) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- B. Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities will be paid for as specified in paragraph (a) above. Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.
- C. Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Section 9-4.

4-4 PERIODIC AND FINAL CLEANUP

From time to time or as may be ordered by the City and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the City, the Work may be done by the City and the cost thereof be charged to the Contractor and be deducted from his Contract price. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the City.

All Cleanup shall be performed as specified in the various sections of these Specifications or in the Special Provisions.

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4-5 LUMP SUM CONTRACTS

On lump sum Contract, when specified in Special Provisions, or Contracts containing lump sum items, the lump sum contract price shall include the furnishing and installation of all Work described in the Specifications and/or shown on the Plans.

4-6 LOCAL ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of all existing laws, ordinances, and regulations of the municipality affecting the work and/or material of this Contract. If any inconsistency is discovered between the Plans, Specifications and those covered by local municipal laws, ordinances, or regulations, it shall be reported to the City and Engineer.

4-7 PREFERENCE TO VETERANS

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war".

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SECTION 5. CONTROL OF THE WORK

5-1 PLANS AND WORKING DRAWINGS

The Contractor shall submit to the Engineer such shop, working, or layout drawings pertaining to the construction of the Work, as may be required. These drawings shall be reviewed by Engineer for general conformance with the design concept only. This review by the Engineer does not relieve the Contractor and/or fabricator/vendor of responsibility for conformance with the Contract documents (see 1-8) and applicable codes, all of which have priority over these shop, working and layout drawings. Corrections or comments made on the shop drawings by the Engineer during this review process do not relieve the Contractor from compliance with the requirements of the Contract documents (1-8) and applicable codes.

When the Contract includes Work adjacent to a railroad and false work, cofferdams, or sheeting is required, the Contractor shall submit to the Engineer for his approval and the Railroad Engineer's approval, plans for the false work, cofferdams, or sheeting by a Registered Structural Engineer. It shall be the responsibility of the Contractor to contact the railroad to determine how to meet their requirements. The cost of meeting those requirements shall be borne by the Contractor. The plans shall be submitted sufficiently in advance of the time the Contractor intends to start work to permit checking. No such work shall be started prior to receipt by the Contractor of approval of the Plans for the false work, cofferdams, or sheeting.

The cost of furnishing such Drawings shall be incidental to the contract and no additional compensation will be allowed the Contractor for any delays resulting therefrom.

5-2 CONFORMITY WITH PLANS AND SPECIFICATIONS

It is the intent of the Specifications that all Work performed, and all materials furnished shall be in conformity with the lines, grades, cross section, dimensions and material requirements shown on the Plans or indicated in the Specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the Engineering Plans and technical Specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

5-3 COORDINATION OF COMPONENT PARTS OF THE CONTRACT

The Specifications, the accompanying Plans, the Proposal, the Special Provisions, and all other contract documents are intended to describe a complete Work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, Plans shall govern over Specifications, Special Provisions shall govern over both Specifications and Plans, and quantities shown on the plans shall govern over those shown in the Proposal. Neither the City, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the City shall be permitted to make such minor changes or alterations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Any corrections or alterations so made shall be subject to the provisions of Section 4-3.

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5-4 COOPERATION BY CONTRACTOR

The Contractor will be furnished necessary copies of the Plans and Special Provisions, and he shall have one copy of each available on the work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the City and Engineer in every way possible. He shall have on the Work site at all times a competent, English-speaking representative authorized to receive orders and act for him and shall not replace him without prior written notification to the City.

5-5 UTILITIES

Not all of the gas, power, telephone or cable television lines, whether above or below ground, have been shown on the drawings. The location of existing underground utilities, such as water mains, sewers gas mains, etc., as shown on the drawings, have been determined from the best available information and are given for the convenience of the Contractor. The Contractor must assume responsibility for location and protection of all utilities, whether shown or not, and must realize that the actual locations of the utilities shown on the drawings may be different from the location indicated.

It is the responsibility of the Contractor to phone the Joint Utility Locating Information for Excavators (J.U.L.I.E.) at least 48 hours before excavation starts (except Saturday, Sunday and Holidays) phone toll free 1-800-892-0123. The Contractor shall also be responsible for having the "Dig Number" assigned as a result of the phone request available at the construction site and at his office.

It is understood and agreed that the Contractor has considered in his Proposal all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances of the operation of moving them either by the utilities company or by the Contractor; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

5-6 COOPERATION BETWEEN CONTRACTORS

If separate contracts are let for Work comprising an entire improvement, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors.

The Contractor shall as far as possible arrange his Work, and place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. In case of dispute, the latest approved progress schedule shall govern.

5-7 CONSTRUCTION STAKES

Construction stakes and/or paint will be furnished and set by the Engineer to mark the general location, alignment, elevation and grade of the Work. The Contractor shall exercise proper care in the preservation of stakes set for his use or the use of the Engineer. The Contractor shall pay for the cost of replacing stakes damaged by his operation or those stolen by others.

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5-8 AUTHORITY AND DUTIES OF OBSERVERS

Observers employed by the City or by the Engineer shall be authorized to observe the progress of the Work to determine if the Work is proceeding in accordance with the technical Plans and Specifications, and to perform such other duties as may be designated by the Engineer. However, the Engineer shall not be responsible for the construction means, methods, techniques, sequences or safety procedures and precautions in connection with the work by the contractors.

5-9 ENGINEER'S FIELD OFFICE AND/OR LABORATORY

When required by the Special Provisions, the Contractor shall furnish a field office and laboratory. The field office and/or laboratory shall be a weatherproof building for the exclusive use of the Engineer. It shall be independent of any building used by the Contractor. All keys to the building shall be turned over to the Engineer. The Engineer shall designate the location of the building and it shall remain on the site until released by the Engineer.

The building shall conform to the following requirements:

Floor space, not less than	120 square feet
Height of ceiling, not less than	8 feet
Windows, not less than	3
Door, with lock approved by the Engineer	1
Instrument locker, 2 feet x 3 feet x 4 feet, with adjustable shelves	
Hinged wall table	3 feet x 6 feet

The Contractor shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The conditions shall be acceptable to the Engineer.

When shown on the plans or specified in the Special Provisions, the Contractor shall furnish two (2) buildings conforming to the above requirements, one to be used as a field laboratory, and each to be located where designated by the Engineer.

With the approval of the Engineer, a mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the above described building or buildings.

The cost of furnishing the building or buildings, light, heat, and air conditioning shall be paid for at the contract lump sum price for "FIELD OFFICE AND/OR LABORATORY". The office and/or laboratory shall remain the property of the Contractor when the Work is completed.

5-10 CONSTRUCTION OBSERVATION

All materials and each part or detail of the Work may be subject at all times to observation by the Engineer and the City, or their authorized representatives, and the Contractor will be held strictly to the true intent of the Contract documents in regard to quality of materials, workmanship and the

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diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop. The Engineer, or his representatives, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review. The duty of the Engineer to conduct observations and construction review of the Contractor's performance shall not include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Engineer shall not at any time supervise, direct, or have control over any contractors' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any Contractor to comply with laws and regulations applicable to contractors' work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. Engineer shall have no authority to stop the work of any contractor on the Project. The Engineer's efforts will be directed toward providing assurance for the City that the completed project will conform to the Plans and Specifications as prepared by the Engineer, to safeguard the City against variances and deviations from the Plans and Specifications, and to assist in a correct interpretation of the Plans and Specifications.

The Engineer shall not have control of the construction and does not have a right, duty or responsibility to stop work for any reason including any contractor's failure to follow proper safety precautions or any acts or omissions. The Engineer shall not be responsible for the acts, errors or omissions of any contractor or any of their agents or employees or any other person performing any of the Work under the Contract.

The Contractor shall, upon written notice from the City, remove or uncover such portions of the finished Work as he may direct, before the final acceptance of the same. After examination, the Contractor shall restore said portion of the Work to the standard required by the Contract documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as Extra work, unless otherwise provided in the Contract documents, but if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract documents shall be borne by the Contractor.

The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Any reference to "supervision" by the Engineer in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction or any other referenced documents shall be changed to "observation."

When the State and/or Federal Government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the observation of the representatives of those Governments, but such observation shall in no sense make those Governments a part of the Contract.

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5-11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Work done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Work so done may be ordered by the City to be removed or replaced at the Contractor's expense.

All work, which has been rejected, shall be remedied or removed and replaced so as to comply with the Plans and Specifications by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the City made under the provisions of this article, the City shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the contract price due or become due to the Contractor.

5-12 FINAL ACCEPTANCE

The Engineer shall make final acceptance of all Work included in the Contract, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Engineer, he shall inform the Contractor in writing as to the particular defects to be remedied before final acceptance can be made.

The Contractor shall be relieved of normal maintenance responsibilities for any sections of the work, which are completed and accepted by the City prior to project completion. For the remainder of the Work, the guarantee period shall be as stated in Section 7-16.

When the Contract includes work for which the County, State and/or Federal Government is to pay a portion of the cost thereof, such work shall also be subject to the inspection and approval of the representatives of those governments.

5-13 PUBLIC CONSTRUCTION BID ACT, 30 ILCS 557—1-Deleted.

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SECTION 6. CONTROL OF MATERIAL

6-1 QUALITY OF MATERIALS

It is the intent of the Specifications that first-class materials shall be used throughout the Work, and that they shall be incorporated as to produce completed construction, which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples of all test material shall be borne by the Contractor. The cost of all testing shall be borne by the City. Only materials, which conform to the requirements of these Specifications, shall be incorporated in the Work.

6-2 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any written order of the City pursuant to the provisions of this article, the City shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due to become due the Contractor.

6-3 TESTING MATERIALS

All materials should be tested and approved by the Engineer before incorporation in the Work. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the Work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making observations.

6-4 SAND, GRAVEL AND CRUSHED STONE

The source of sand, gravel and crushed stone construction shall be approved by the Engineer prior to usage. The approval shall be based upon testing of samples furnished by the Contractor and tested by the Engineer for conformance with Specifications. Approval shall be contingent upon the Contractor using materials on the job, which conform with the samples satisfactorily tested.

6-5 CONCRETE

Samples of concrete used in construction shall be taken by the Contractor and made into test cylinders in conformance with ASTM C31. The City shall provide the services of an independent testing laboratory to collect and test the cylinders in conformance with ASTM C39, and furnish a copy of test results to the Engineer. Any concrete, which tests indicate failed to conform to the Specifications, shall be removed and replaced at Contractor's expense. At the option of the City, the concrete may be accepted and agreed upon adjustment in payment.

6-6 MISCELLANEOUS MATERIALS

Fittings, valves, castings, hydrants, house service pipes, masonry blocks, bricks, manhole sections or other miscellaneous manufactured materials used in water and sewer construction shall be furnished

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with the implied guarantee that such materials conform with the requirements of the Specifications. The Engineer reserves the right to require a certified statement from the manufacturer of such materials that the specific materials have been inspected and tested and conform with the Specifications.

6-7 JOB SITE OBSERVATION

Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials, which have been damaged or have visible flaws. The Engineer also reserves the right to make such observation, but failure to detect irregularities does not relieve the Contractor of responsibility to remove and replace materials, which are found to be defective after installation.

6-8 STORED MATERIALS

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials shall be inspected at the time of use in the Work, even though they may have been inspected and approved before being placed in storage. The Contractor may use the right-of-way for storage of materials. If stockpiling is done outside the right-of-way, the additional space required shall be provided by the Contractor at his expense.

6-9 "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer, or vendor, the term "or equal", if not inserted shall be implied except where the Proposal provides for alternate bids. The specific article, materials, or equipment mentioned shall be understood as indication of the type function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents and City's approval of materials and equipment before they are incorporated in the project.

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SECTION 7. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

7-1 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal laws, State laws, County laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these laws, ordinances and regulations.

The Contractor shall indemnify and save harmless the City, the Engineer, and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

7-1.01 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless City and Consultants and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Contractor shall defend, indemnify and hold harmless City, Consultants, and their respective officers, agents and employees from and against all claims, damages, losses, costs and expenses arising out of, relating to, or incurred in connection with the use by Contractor, its officers, agents, subcontractors and employees of any equipment, materials, tools, construction equipment, machinery, and/or motor vehicles owned or leased by City. The indemnification provided by this Section shall apply regardless of whether City consents to the use of equipment by Contractor.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it

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fails to incorporate such a waiver of liability limitation in its agreements with said subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its subcontractors will designate City and CONSULTANTS as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label City and CONSULTANTS as an "intended third party beneficiaries" in all contracts entered in furtherance of this contract.

7-2 INSURANCE REQUIREMENTS

7-2.01 GENERAL

The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in 7-2.02 MINIMUM INSURANCE REQUIREMENTS.

The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provisions has been obtained. The insurance companies must be authorized to do business in the State of Illinois.

The insurance companies providing coverage shall be rated in the Best's Key Rating Guide with a rating not lower than A- and shall have a financial size category of not less than VII.

The Contractor shall be solely responsible for enforcing compliance with these insurance requirements by all Subcontractors of any tier.

A. PRIMARY INSURANCE

All insurance required of the Contractor shall be specifically endorsed so that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverage, those coverages shall be deemed to be on an excess or contingent basis.

B. NO WAIVER OF INSURANCE REQUIREMENT BY CITY

Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor or any Subcontractor of any tier to start before receipt of certificates of insurance, endorsements, and other required insurance documents; or
2. Failure to examine, or to demand correction of any deficiency of, any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the City.

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C. *INSURANCE DOES NOT LIMIT LIABILITY*

The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way for damages suffered by City (e.g., in excess of policy limits, because of deductibles, or not covered by the policies purchased).

D. *NOTIFICATION OF PERSONAL INJURY/PROPERTY DAMAGE*

The Contractor shall notify the City, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

7-2.02 *MINIMUM INSURANCE REQUIREMENTS*

The insurance coverage required of the Contractor and any Subcontractors shall be written for not less than the following, or greater if required by law:

A. *Workers' Compensation and Occupational Disease Insurance* in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.

B. *Commercial General Liability Insurance* provided by ISO form CG 0001 with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City.

1. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by City, or such longer period as may be reasonably required by the City.
2. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City or CONSULTANTS as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
3. Claims-Made coverage triggers are not acceptable to City.
4. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and Contractors Protective Liability policy can be

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utilized in lieu of aggregate limits per project, (see 7-2.020 for OCP requirements)

5. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
6. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims.
7. Residential Work exclusions or limitations, in any form, are not acceptable to Contractor.

C. Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, CONSULTANTS, and any other parties as may be reasonably required by City, for liability arising out of the actions of Contractor, whether by endorsement or otherwise.

D. Excess or Umbrella Liability Insurance limits of no less than \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer's Liability \$500,000 / \$500,000 / \$500,000

Commercial General Liability \$1,000,000 per occurrence

Commercial General Liability \$2,000,000 general aggregate

Commercial General Liability \$2,000,000 completed operations aggregate

Comprehensive Auto Liability \$1,000,000 combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, Consultants, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E. Pollution Liability in the amount of \$1,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the Contractor's use of, transportation, removal and/or disposal of hazardous materials and/or pollutants. Additionally, this requirement must apply to any disposal site

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receiving hazardous materials and/or pollutants. Pollution means the actual or alleged discharge, dispersal, release, seepage, migration, growth, or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacterial matter, legionella pneumophila, asbestos, lead, silica, liquids or gases, waste materials, contaminants, or other irritants, into or upon land, the atmosphere, any structure on land, the atmosphere contained within that structure, or any watercourse or body of water, including groundwater. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

- F. **Professional Liability** in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the Contractor's duties that involve professional architectural, engineering, design or consultation work. Any applicable deductibles and/or retention's must be noted on the Certificate of Insurance. Policy exclusions are not allowed for pollution, including mold, fungi or bacteria including the vapor produced or arising therefrom. Please see the project *Special Provisions* for the project specific needs of this policy.

- G. **Property and Equipment** Contractor shall purchase and maintain at its own discretion and expense, Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any equipment, tools or tangible personal property. Contractor assumes all liability and risks, and agrees to waive all claims against City and CONSULTANTS for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of City and CONSULTANTS. Any and all subcontractors agree to assume the same liabilities and risks as Contractor.

- H. **Each of Contractor's** General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.

- I. **An endorsement** in favor of the Additional insured(s) waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Pollution Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.

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- J. **Self-funded** or other non-risk transfer insurance mechanisms or deductibles/**self-insured** retentions greater than \$25,000 per occurrence are not acceptable to **City** on any insurance coverage required in this agreement. If the Contractor has such a program, full disclosure must be made to City and CONSULTANTS prior to any consideration being given.
- K. **Any subcontractor** employed by Contractor shall have equivalent coverage.
- L. **A Certificate of Insurance**, including copies of the Additional Insured endorsements, shall be sent to City or CONSULTANTS prior to the commencement of any Work (please see the sample attached at the end of Section 7). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and CONSULTANTS and shall be submitted to City or CONSULTANTS in a timely manner so as to confirm Contractor's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.
- M. Contractor shall provide written notice via email of any cancellation notice received by Contractor from any insurer providing insurance as required in this Agreement within two (2) business days of Contractor's receipt of such notice.
- N. **Permitting Contractor** to commence Work prior to CONSULTANTS's receipt of the required certificate shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by City or CONSULTANTS of insurance submitted by Contractor shall not relieve or decrease in any manner the liability of the Contractor for its performance under this Agreement.

In the event Contractor fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the Contractor, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of the Contractor to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

In the event Contractor or its insurance carrier(s) defaults on any obligations under this Insurance provision, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

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O. City and Contractor's Protective Liability Insurance

If the Contractor is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and Contractor's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage Combined

\$5,000,000 Each Occurrence

\$10,000,000 Annual Aggregate
2. The Contractor will furnish and maintain during the entire period of construction a City and Contractor's Protective Liability policy written in the name of the City and CONSULTANTS with not less than the limits indicated. The named insureds shall be:
 - a. City
 - b. Consultant, If Required.
3. Proof of insurance for the coverages required to be purchased by the Contractor, including the City's and Contractor's Protective Policy shall be submitted to CONSULTANTS for transmittal to the City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to CONSULTANTS. With respect to all other coverages required to be purchased by the Contractor, proof of insurance shall consist of a Certificate of Insurance issued by the Contractor's insurance agency.
4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any Contractor or Subcontractor.

P. Railroad Protective Insurance will be required by Special Provisions if needed.

Q. Builder's Risk Insurance is not provided by the City. The Contractor is responsible for any loss that would be insured by such coverage. On Contracts for construction of buildings, bridges, or other structures, all Builder's Risk coverage may be required by Special Provisions. Such coverage shall name the City, Contractor, subcontractors, and suppliers, as their interests may appear as named insureds.

7-3 PERMITS AND LICENSES

The Contractor, prior to commencing work, shall at his own expense procure all permits, licenses, and bonds necessary for the prosecution of the work, required by Municipal, County, State and Federal regulations, unless specifically provided otherwise in the Special Conditions of the Contract.

The Contractor shall also give all notice, pay all fees, and comply with all Federal, State, County and Municipal laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the Work.

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7-4 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the City of the patent or a duly authorized licensee of such City, and shall save harmless the City and the Engineer from any and all loss or expense on account thereof, including its use by the City.

7-5 STATE AND FEDERAL PARTICIPATION

When the County, State, and/or the Federal Government pays all or any portion of the cost of the Work, the Work shall be subject to the inspection of the appropriate agency.

7-6 SANITARY PROVISIONS

The Contractor shall comply with all rules and regulations of the Federal, State, County, and local health departments, and shall take precautions to avoid creating unsanitary conditions. The City or Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall notify the City at least five (5) days in advance of the starting of Work, which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the Work as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner. (See also 7-9, 7-14 and 8-6.)

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements will not be paid for separately, but will be incidental to the Contract and no extra compensation will be allowed.

7-8 BARRICADES AND WARNING SIGNS

When any section of road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads in accordance with the Illinois Manual of Uniform Traffic Control Devices.

If during the progress of the work, it is necessary to provide access to private property along the road, the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags and lights as may be necessary to protect the Work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the work and provide for safe and convenient public travel by providing, erecting, and maintaining such barricades, red flags, and lights as are necessary.

The Contractor's responsibility for the work, as provided in Section 7-15, shall apply, even though barricades, signs, red flags, and lights are installed as required above.

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The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract and no extra compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-9 DEBRIS ON TRAVELED SURFACE OR STRUCTURES

Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-10 EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES

The traveled surface and structures on or adjacent to the work shall be protected, from damage by lugs or cleats on treads or wheels of equipment.

All equipment used in the prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the City. Before using any equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The City will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-11 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations, which govern the use of explosives. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-12 USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, he shall make application to the proper authorities, and shall conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

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7-13 PROTECTION AND RESTORATION OF PROPERTY

If corporate or private property interferes with the Work, the Contractor shall notify, in writing, the City of such property, advising them of the nature or disposition of such property. The Contractor shall furnish the City with copies of such notifications and with copies of any agreements between him and the property Owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops and fences contiguous to the Work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey monuments, or other similar monuments, until the City or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the City of the presence of an such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from error, neglect, misconduct or omission in his manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the City may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he shall set the mailboxes at their permanent locations. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as incidental to the Contract, unless otherwise specified in the Special Provisions.

7-14 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Any traffic sign within the limits of construction, which interferes with construction operations, may be removed by the Contractor when authorized by the traffic sign City. Any traffic sign, which has been

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removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign City, and as soon as construction operations permit, the sign shall be set at its permanent location. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the contract.

The Contractor shall replace at his own expense any traffic sign or post which has been damaged due to his operations.

Any traffic sign designated as critical by the traffic sign City shall not be disturbed and no additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by him due to any special construction methods required in prosecuting his work due to the existence of such traffic signs.

7-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the control and care of the Contractor until final acceptance or use or occupancy by the City. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the City, the provisions of this article shall not apply to damage caused by such use and not due to the Contractor's fault or negligence.

When materials are furnished to the Contractor by the City for inclusion in the work, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

In case of suspension of Work by the Contractor, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

7-16 GUARANTEE PERIOD

The Contractor shall warrant all Work performed for a period of one (1) year from the date of final acceptance in writing by the Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire Work, the guarantee for the part so accepted shall be for a period of one year from the date of such partial acceptance, in writing, by the Engineer.

In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Work in accordance with the Plans and Specifications, and that the manufacturer will repair or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that he will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor

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and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings.

7-17 PERSONAL LIABILITY OF CITY'S AGENTS

In carrying out the provisions of this contract, or in exercising any power or authority granted to the City, there shall be no personal liability upon any officer or authorized agent of the City provided the City is a governmental body, it being understood that all such persons act as agents and representatives of the City.

7-18 NO WAIVER OF LEGAL RIGHTS

The City and the Engineer shall not be precluded by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City shall not be precluded, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as if it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

7-19 SAFETY

Contractor shall comply with State and Federal Safety regulations as outlined in latest revision of Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulation of Occupation Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (rev.). The City or Engineer shall not be responsible for determining the Contractor's compliance with these regulations.

The Contractor is solely responsible for the safety procedures, programs and methods of its employees, subcontractors of every tier, and agents. Contractor shall hold the City and the Engineer harmless for any and all damages resulting from violations thereof.

7-20 USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the City of the land (or his agent), a copy of which authorization shall be filed with the City.

7-21 USE OF WATER

Contractors desiring to use water furnished by the City will be required to set up an account with the City Water Department. Once proof has been supplied to Public Works a meter will be installed on an existing fire hydrant for which the contractor will be responsible for throughout the project construction. Once the project

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is completed or water is not needed by the contractor anymore the contractor will be responsible for notifying Public Works to remove the meter so the account can be closed.

7-22 COST OF SERVICES

The Contractor will be required to pay the established water rates for water obtained from the City. Large quantities of water for flushing trenches, filling mains, testing or other operations shall be drawn only at night or at times specifically authorized by the City.

The cost of all power, lighting and heating required during construction shall be paid by the Contractor and its costs merged in the contract price.

7-23 WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and to secure first-class construction throughout, and then only subject to permission of the City.

7-24 SUNDAY WORK

No work shall be performed under these specifications at night or on Sunday and legal holidays without the approval of the City. If it is found necessary to continue the work at night or on Sunday or on a legal holiday, the Contractor will be charged for the Engineering and observation at such times at the rate of Seven Hundred Fifty Dollars (\$750.00) per day of eight (8) working hours for each person doing such work on the job, and the amount will be deducted from money due to the Contractor at the time of settlement.

7-25 WATCHMEN

Watchmen are to be provided by the Contractor at the site of the project to prevent loss, damage to property, or accidents.

7-26 CONSTRUCTION DEBRIS

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, City, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

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7-27 SAMPLE INSURANCE CERTIFICATE

Email all Certificates to the City or designated Consultants.

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SECTION 8. PROSECUTION AND PROGRESS

8-1 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the City. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, Work amounting to not less than 50 per cent of the total Contract, except that any items designated in the Contract as "specialty items" may be performed by subcontract and may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract. All transactions of the City shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

8-2 PROGRESS SCHEDULE

Promptly after the award of the contract, if requested, the Contractor shall submit to the City a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up on the contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the City in regard to the prosecution of the Work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking progress of the Work.

8-3 PRE-CONSTRUCTION CONFERENCE

Unless the need for a preconstruction conference is waived by the Engineer, the Contractor shall make himself and his representatives available to meet with the Engineer and other representatives of the City, prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

8-4 PROSECUTION OF THE WORK

The Contractor shall begin the Work to be performed under the contract not later than ten (10) days after the execution and acceptance of the Contract, unless otherwise provided, but not prior to the execution of the Contract.

8-5 COMPLETION DATE

The Contractor shall complete all Work on or before the stipulated completion date, or on or before a later date determined as specified herein; otherwise, the City may proceed to collect liquidated damages described hereinafter.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the time of completion shall be extended in whatever amount is determined by the City.

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An "Act of God" means an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God", and no extension of time will be granted for the delays resulting therefrom.

8-6 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the City, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the Work, the City may require the Contractor to finish the section on which Work is in progress before the Work is started on any additional section. (See also Section 7-7).

8-7 SUSPENSION OF WORK

The City shall have authority to suspend the Work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provided suitable drainage of the roadway, and erect temporary structures where necessary. The Contractor shall not suspend Work without written authority from the City. (See also Section 7-15).

8-8 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

When the time for completion of the Work contemplated is specified in the Contract, it is understood that the completion of the Work within the time specified is an essential part of the Contract. If the Contractor finds it impossible to complete the Work within the time specified in the Contract, he may, at any time prior to the last thirty (30) days of the Contract time specified, make written request to the City for an extension of Contract time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the City finds that the Work is delayed because of conditions beyond the control of the Contractor, or that the quantities of work done, or to be done, are in excess, he shall promptly grant an extension of time for completion, which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract time for completion.

8-9 FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the Work within the Contract time the Contractor shall be liable to the City in the amount shown in the following schedule of deductions, as liquidated damages, and not

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as a penalty, for each day of overrun in the Contract time or such extended time as may have been allowed.

**SCHEDULE OF DEDUCTIONS FOR
EACH DAY OF OVERRUN IN
CONTRACT TIME**

Original Contract Amount		Daily Charge	
From more than	To and Including	Calendar Day	Work Day
\$ 0	100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

8-10 DEFAULT ON CONTRACT

If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the completion of said Work within the Contract time, or shall perform the Work unsuitable, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, the City shall give notice in writing to the Contractor and his surety of such delinquency, said notice to specify the corrective measures required.

If the Contractor, within a period of ten (10) days after said notice, shall not proceed in accordance therewith, the City shall have full power and authority to forfeit the rights of the Contractor and at its

option to call upon the surety to complete the Work in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with his own forces, or may enter into a new agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the City, together with the cost of completing the work under Contract, shall be deducted from the Contract amount. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference subject to any claims for liens thereon in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

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8-11 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the Work called for by the Contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and deemed to be in compliance with the Technical Plans and Specifications by the Engineer, according to the Contract, and the final estimate paid, the Contractor's obligations shall be considered fulfilled, except as set forth in his Bond, in Section 7-18 and his one-year guarantee, in Section 7-16.

SECTION 9. MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES

All Work completed under the Contract will be measured by the Engineer according to United States Standard Measures. The method of measurement shall be described in the Specifications or the Special Provisions.

9-2 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; also, for all such expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the Work in an acceptable manner according to the Contract Documents.

Contractor will be paid in cash and/or negotiable warrants at intervals, and in accord with the terms of the Contract. Except for subdivision contracts, the City will retain ten percent (10%) of each periodic payment until final completion and acceptance by the City of all Work included in the Contract.

The payment of any current estimate prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the Work. Defects, imperfections, or damage, shall be determined by the Engineer observing the work for compliance with the Plans and Specifications, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

9-3 INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of Work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, except as otherwise provided in Sections 4-3 or in the detailed specifications for each class of Work.

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9-4 PAYMENT FOR EXTRA WORK

Extra Work which results from any of the changes as specified in Section 4-3 shall not be started, except in case of an emergency, until receipt of a written authorization or Work order from the City, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for:

A. Either at a lump sum price or at unit prices agreed upon by the Contractor and the City. (In case a Supplemental Agreement is signed between the Contractor and the City, the agreed prices pertaining thereto shall prevail).

B. If acceptable to the Engineer, on the following force account basis:

1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific Work for each hour that said labor and foreman are actually engaged in such Work, to which cost shall be added twenty percent (20%) of the sum thereof.
2. Bond, Insurance, Tax, Welfare Fund and other Payments. The Contractor will receive the actual cost of Contractor's bond, public liability and property damage insurance, workmen's compensation insurance, social security tax, welfare fund and other payments, if any, in accordance with agreements applicable to the Contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance tax, welfare fund and other payments.
3. Materials. The Contractor will receive the actual cost for all materials which are an integral part of the finished Work, including freight charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, false work, form lumber, curing materials, etc., which are not an integral part of the finished Work. The amount of reimbursement shall be agreed upon in writing before such Work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

4. Equipment. Machinery and equipment, which the Contractor has on the job for use on contract items, shall be used on extra Work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT CITYSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation, State of Illinois, for the period that said machinery and equipment are in use on such Work, to which no percent shall be added. In the event that equipment is used which is

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not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by Equipment Distributors, 615

West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and no percent shall be added to the rates indicated in such publication.

9-5 PAYMENT FOR SUBCONTRACTING, EXTRA WORK

Where an authorized subcontractor performs some or all of the Work qualifying as an Extra Work item and compensation is to be based on the terms of paragraph 9-4 (2), the cost of labor, bonds, material and equipment shall be the cost to the subcontractor on these items and an additional allowance to the prime Contractor of five percent (5%) of all costs as determined in paragraph 9-4 (2) shall be made in such instances.

9-6 PARTIAL PAYMENTS

Once each month, the Contractor will make an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the contract unit prices. From the amount so determined of completed work there shall be deducted ten percent (10%) to be retained until after the completion of the entire Work to the satisfaction of the City, and the balance certified to the City for payment.

In addition, an estimate may, at the discretion of the City and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered at the Work site or in acceptable storage places and not used at the time of such estimate. The care and storage of such material shall be the Contractor's responsibility. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the City, be made for payment of the value of materials in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring the endorsement of both the Contractor and materials supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. Such materials, when so paid for by the City, shall become the property of the City, and in the event of default on the part of the Contractor, the City may use or cause to be used such materials in the construction of the Work provided for in the Contract. The amount thus paid by the City shall be deducted from estimates due the Contractor as the material is used in the Work.

9-7 ACCEPTANCE AND FINAL PAYMENT

Whenever the Work provided for by the Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been deemed to be in substantial compliance with the Plans and Specifications by the Engineer and accepted by the City, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the City satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the

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purpose of such Work have been paid or that the person or persons to whom the same may be due have consented to such final payment.

Neither the final payment on this contract by the City nor any provisions in the contract documents shall relieve the Contractor of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of all claims by the Contractor except those previously made and still unsettled.

9-8 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

The City may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

- A. Payments that may be earned or due for just claims for labor and materials furnished in and about the Work.
- B. For defective Work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.
- D. For reasonable doubt that the contract can be completed for the balance then unpaid.

The City will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right, even after full completion and acceptance of the Work, to refuse payment of the final ten percent (10%) due the Contractor, until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

9-9 RELEASE OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all claims or liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify the City against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

PREVAILING WAGES

Will County Prevailing Wage Rates posted on 7/15/2025

Overtime

Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Ins	Other	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92			3.37	6.73
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	0.00	39.30
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	0.00	8.45
CARPENTER	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00	0.00
CEMENT MASON	All	ALL		48.85	50.85	2.0	1.5	2.0	2.0	13.37	33.80	0.00	0.80	0.00	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14	
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26	
COMMUNICATION TECHNICIAN	All	BLD		46.00	50.60	1.5	1.5	2.0	2.0	17.54	18.15	0.00	0.75	2.37	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		50.37	70.87	1.5	1.5	2.0	2.0	10.13	17.51	0.00	2.85	0.00	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00	0.00
ELECTRICIAN	All	BLD		56.00	61.04	1.5	1.5	2.0	2.0	18.13	22.93	0.00	1.35	5.40	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97	
IRON WORKER	All	ALL		52.00	57.20	2.0	2.0	2.0	2.0	14.61	30.95	0.00	1.10		0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00	0.00
LATHER	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00	
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76	
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04		0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00	0.00

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OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		56.71	62.38	2.0	2.0	2.0	2.0	13.64	30.98	1.77	1.04	0.00	0.00	0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98	0.00	0.00	0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		58.83	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00	0.00
MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45	0.00
WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59	0.00	0.00	0.00	0.00

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SURVEY WORKER	All	HWY	58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59	0.00	0.00
TERRAZZO FINISHER	All	BLD	51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	8.89
TERRAZZO MECHANIC	All	BLD	55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	9.39
TRAFFIC SAFETY WORKER I	All	HWY	43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY	44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00
TRUCK DRIVER	All	ALL	1	47.95	48.50	1.5	1.5	2.0	12.15	14.31	0.00	0.35	0.00	0.00
TRUCK DRIVER	All	ALL	2	48.10	48.50	1.5	1.5	2.0	12.15	14.31	0.00	0.35	0.00	0.00
TRUCK DRIVER	All	ALL	3	48.30	48.50	1.5	1.5	2.0	12.15	14.31	0.00	0.35	0.00	0.00
TRUCK DRIVER	All	ALL	4	48.50	48.50	1.5	1.5	2.0	12.15	14.31	0.00	0.35	0.00	0.00
TUCKPOINTER	All	BLD	52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ITOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including

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mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in de), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast

tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Sreed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlight Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blasters; Hydro Excavating (excluding hose work); Laser Scream; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

5. SkidSteer Loader (all); Brick Forklifts; Oilers.

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Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot; ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

Will County Prevailing Wage Rates posted on 7/15/2025

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work

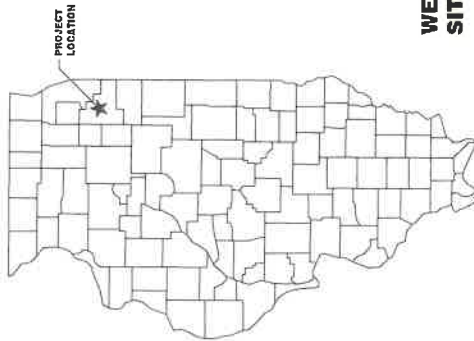
Will County Prevailing Wage Rates posted on 7/15/2025

performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

CHEMICAL FEED SYSTEM UPGRADES FOR THE CITY OF CREST HILL WILL COUNTY, ILLINOIS



WELL NO. 9/12
SITE LOCATION

WELL NO. 11
SITE LOCATION



SHEET NO.	DRAWING NO.	TITLE
1	00-0014	TITLE SHEET, PROJECT LOCATION AND LIST OF DRAWINGS
2	00-0015	WELL NO. 4 FLOOR PLAN
3	00-0016	WELL NO. 8 FLOOR PLAN
4	00-0017	WELL NO. 9/12 FLOOR PLAN
5	00-0018	WELL NO. 9 AND 12 FLOOR PLANS
6	00-0019	DETAILS AND SPECIFICATIONS

ADDRESSES

WELL NO. 4
2227 PARKROSE ST
CREST HILL, ILLINOIS 60403

WELL NO. 8
2401 WATERFORD DR.
CREST HILL, ILLINOIS 60403

WELL NO. 11
18308 DOVERSON ST
CREST HILL, ILLINOIS 60403

WELL NO. 9/12
18308 DOVERSON ST
CREST HILL, ILLINOIS 60403

DRAWING KEY

00-01.01
DRAWING NUMBER
DISCIPLINE IDENTIFICATION
STRUCTURE IDENTIFICATION

1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
608 251-8655 FAX
WWW.STRAND.COM
IDFPR NO. 184-001273

LOCATION PLAN
NOT TO SCALE



ISSUED FOR BID 8/22/2025

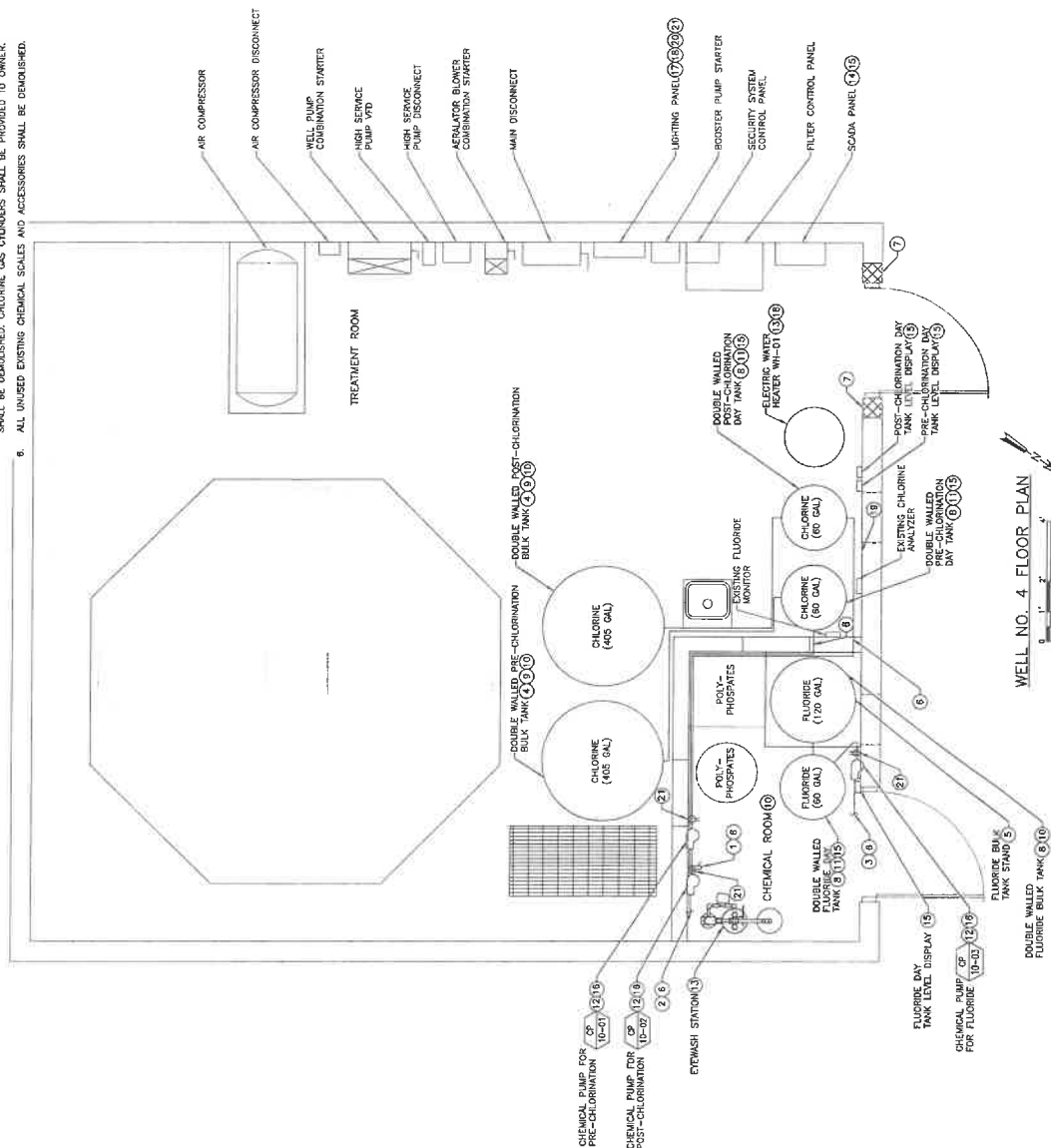


SHEET
1
00-00.01

Description	# in Wellbore	Model Number	Manufacturer, Supplier, Notes
Shyner 5000000 wellhead tank	2	Shyner 5000000	A
Shyner 5000000 wellhead tank	3	Shyner 5000000 U1	A
Shyner 5000000 wellhead tank	3	Shyner 5000000	A
Basic Concept Inc 30056" mini beam flexray	1	Basic Concept Inc. 2062-5000000028	
Shyner 5000000 wellhead tank	3	Shyner 5000	D
Shyner 5000000 wellhead tank	3	Shyner 5000	D
Shyner 5000000 wellhead tank	3	Shyner 5000	D
Max Model 5000000 wellhead tank	3	Max Model 5000	AB
Max Model 5000000 wellhead tank	3	Max Model 5000	AB
Water heater	1	Water heater	H
		AO Smith TRS 100	H
		Watson 5000000	H
Boiler Station	1	Watson 5000000	H
Thermodynamic Mixing Valve	1	Watson 5000000	H
		Watson 5000000	H

GENERAL NOTES:

- CONTRACTOR SHALL PROVIDE A LUMP SUM COST FOR ALL LABORS AND MATERIALS AT WELL NO. 4 AS SHOWN ON THE DRAWING, PLACING 2 TO 30-ASTM-A106 AND CONFORMING WITH ALL SPECIFICATIONS REFERENCED IN THE PROJECT SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES FOR THIS WORK. LUMP SUM FOR ITEMS NO. 4 & 5 INCLUDES UNDER THE CHEMICAL FEED SYSTEM UPGRADE CONTRACT.
- ALL CHEMICAL FEED PIPING SHALL BE 3/8" POLYETHYLENE TUBING.
- PROVIDE LABEL FOR EACH TANK INDICATING THE CHEMICAL CONTAINED WITHIN THE TANK.
- PROVIDE LABEL FOR EACH VESSEL THAT BE COLOR CODED AND LABELED IN ACCORDANCE WITH HAZARD IDENTIFICATION GUIDE B-107.
- ALL EXISTING CHEMICAL FEED PIPING RELATED TO THE EXISTING CALCARINE GAS SYSTEM SHALL BE DEMOLISHED. CALCARINE GAS CYLINDERS SHALL BE PROVIDED TO OWNER.
- ALL UNUSED EXISTING CHEMICAL SCALDES AND ACCESSORIES SHALL BE REMOVED.



WELL NO. 4 FLOOR PLAN

File	S	E	Start	End	Days	Time	Unit	Area	Vol
1116	5	10	3003	3008	3004	070	000000	0.05	0.01

KEY NOTES:

- [illegible]

WELL NO. 4
FLOOR PLAN

CHEMICAL FEED SYSTEM UPGRADES
CITY OF CREST HILL
WILT COUNTY, ILLINOIS

JOB NO.
3894.070

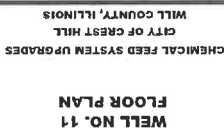
3894.078
PROJECT MGR.



SHEET
2
30-ASM1.01

[illegible]

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JOB NO. 3854.070	PROJECT MGR. KAYLA RIEHLE		SHEET 4	40-ASM1.0
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1. CONTRACTOR SHALL PROVIDE A LUMP SUM COST FOR ALL LABOR AND MATERIALS AT WELL NO.11 AS SHOWN ON THIS DRAWING, DRAWING 4-04-SH-01, AND INTERFERS TO ALL DETAILS REFERENCED TO OR DERIVED FROM THE PRECEDING DRAWINGS. THE LUMP SUM PRICE SHALL BE BASED ON THE PROPOSED USE OF THE FEED SYSTEM FOR WELL NO. 11. UPDATES TO THE CHEMICAL FEED SYSTEM ARE REQUIRED DURING THE LIFE OF THE PROJECT.
2. ALL CHEMICAL FEED PIPING SHALL BE 3/4" POLYETHYLENE tubing.
3. PROVIDE LABEL FOR EACH TANK INDICATING THE CHEMICAL CONTAINED WITHIN THE TANK.
4. ALL CHEMICAL FEED LINES SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH ALL APPLICABLE ADMINISTRATIVE CODE REQUIREMENTS.
5. PROVIDE AN AUTOMATIC VESSEL FILL STOP VALVE TO THE DRIVING FLUORINE GAS SYSTEM TO PREVENT OVERPRESSURE. CHLORINE GAS CONTAINERS SHALL BE PROVIDED TO OWNER.
6. ALL UNITED EXISTING CHEMICAL SCALLES AND ACCESSORIES SHALL BE DEMOLISHED.

REMARKS:

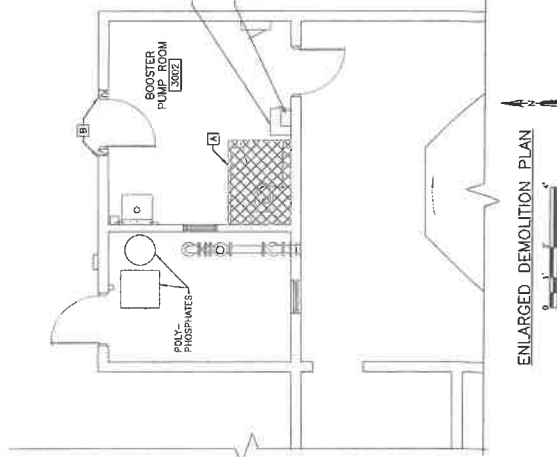
1. ROUTE PRE-COLORIMETER CHEMICAL FEED LINE TO FACE PIPING ON WATER TREATMENT VESSEL IN NEAT LINES AS APPROVED BY OWNER. SEE DRAWING 98-AAS-001 FOR DETAILS ON TAPS.
2. ROUTE POST-COLORIMETER CHEMICAL FEED LINE TO WELL NO. 11 WTP AS APPROVED BY OWNER. SEE DRAWING 98-AAS-001 FOR DETAILS ON TAPS.
3. ROUTE FLUORIDE RICH CHEMICAL FEED LINE TO WELL NO. 11 WTP DISCHARGE PIPING IN CHEMICAL ROOM IN NEAT LINES AS APPROVED BY OWNER. SEE DRAWING 98-AAS-001 FOR DETAILS ON TAPS.
4. PROVIDE AND INSTALL TRANSFER PUMPS TO TRANSFER CHEMICALS FROM THE PRE-COLORIMETER TANKS TO THE POST-COLORIMETER TANKS.
5. PROVIDE A FLUORIDE BULK STAND WITH A MINIMUM HEIGHT OF 3 FEET TO ALLOW FLUORIDE TO DRAIN BY GRAVITY AND MANUALLY OPERATED BALL VALVE TO BE COMPATIBLE WITH POLYPROPYLENE AND IS UNMANIPULATED BY BASIC CONCEPTS, INC.'S 3037-B MINI BEND FLEX HOSE, OR EQUAL.
6. PROVIDE WALL PENETRATIONS FOR CHEMICAL FEED LINES AS NECESSARY.

- 4) TREAT THE CHLORINATION CHEMICAL FEED LINE TO FLEX PIPING BY WATER TREATMENT VESSEL IN HEAT TANKS AS APPROVED BY OWNER. SEE DRAWING 98-AN-001 FOR DETAILS ON THIS.
- 5) ROUTE POST-CHLORINATION CHEMICAL FEED LINE TO WELL NO. 11 WTP DISCHARGE PIPING IN CHEMICAL ROOM IN HEAT TANKS AS APPROVED BY OWNER. SEE DRAWING 98-AN-001 FOR DETAILS ON THIS.
- 6) ROUTE FLUORIDE BULK FEED LINE TO WELL NO. 11 WTP DISCHARGE PIPING IN CHEMICAL ROOM AS APPROVED BY OWNER. SEE DRAWING 98-AN-001 FOR DETAILS ON THIS.
- 7) PROVIDE AND INSTALL TRANSFER PIPING TO TRANSFER CHEMICALS FROM THE PRE- AND POST-CHLORINATION BULK TANKS TO THE PRE- AND POST-CHLORINATION BAY TANKS.
- 8) PROVIDE A FLUORIDE BULK TANK STAND WITH A MINIMUM HEIGHT OF 3 FEET TO ALLOW FLUORIDE TO DRAIN BY GRAVITY AND MANUALLY OPERATED PIG BALL VALVE TO BE USED TO DRAIN FLUORIDE FROM THE TANK. THE TANK MUST BE COMPATIBLE WITH HYDROFLUORIC ACID AS MANUFACTURED BY BASIC CONCEPTS, INC. 3"X3/8" NPT BIRM FLEX TRAY, OR EQUAL.
- 9) PROVIDE WALL PENETRATIONS FOR CHEMICAL FEED LINES AS NECESSARY.

- [illegible]

WELL NO. 11 FLOOR PLAN

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WELL NO. 9 AND 12 FLOOR PLAN

1. CONTRACTOR SHALL PROVIDE A LUMP SUM COST FOR ALL LABOR AND MATERIALS AT WELL NO. 9/12 AS SPECIALLY REQUESTED ON DRAWING 5 AND IN THE PROJECT SPECIFICATIONS FOUND ON DRAWING 9-9-ASM-5.01AS PART OF THE UNIT PRICE BID PER LUMP SUM FOR WELL NO. 9/12 UPGRADES UNDER THE CHEMICAL FEED SYSTEM UPGRADE CONTRACT.
2. PROVIDE LABEL FOR EACH TANK INDICATING THE CHEMICAL CONTAINED WITHIN THE

1. CONTRACTOR SHALL PROVIDE A LUMP SUM COST FOR ALL LABORS AND MATERIALS WITHIN 9/12 AS SHOWN ON THIS DRAWING. DRAWING 2-45-A5M-01/1.
2. CONTRACTOR SHALL PROVIDE A LUMP SUM COST FOR THE SUPPLY AND INSTALLATION OF THE PROTECT SPECIFICATIONS FOUND ON DRAWING 9-01-A5M-01/1 AS PART OF THE UNIT PRICE BBO PER LUMP SUM FOR WELL NO. 9/12 UPGRADES UNDER THE CHEMICAL FEED SYSTEM UPGRADE CONTRACT.
3. PROVIDE LABEL FOR EACH TANK INDICATING THE CHEMICAL CONTAINED WITHIN THE TANK.
4. ALL MATERIALS, TEST LABS SHALL BE OF GRADE ORDERED AND LABELED IN ACCORDANCE WITH LUNGE AFFIDAVIT CODE 94-01-020.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABOR NEEDED TO COMPLETE THE WORK SHOWN ON THIS DRAWING.
6. ALL EXISTING CHEMICAL FEED PIPING RELATED TO THE EXISTING CHEMORINE GAS SHALL BE DEMOLISHED. CHEMORINE GAS CONTAINERS SHALL BE PROVIDED TO OWNER.
7. ALL UNITED EXISTING CHEMICAL STORAGE TANKS AND ACCESSORIES SHALL BE DEMOLISHED.

7. PROVIDE PRE-COLORATION CHEMICAL FEED LINE TO POST PIPING ON WATER TREATMENT VESSEL IN NEXT LINES AS APPROVED BY OWNER. SEE DRAWING 98-436101 FOR DETAILS ON TAPS.
8. ROUTE POST-DISCHARGE CHEMICAL FEED LINE TO WELL NO. 9/12 W/P DISCHARGE PIPING IN CHEMICAL ROOM IN NEXT LINES AS APPROVED BY OWNER. SEE DRAWING 98-436101 FOR DETAILS ON TAPS.
9. ROUTE POST-COLORATION CHEMICAL FEED LINE TO WELL NO. 9/12 W/P DISCHARGE PIPING IN CHEMICAL ROOM IN NEXT LINES AS APPROVED BY OWNER. SEE DRAWING 98-436101 FOR DETAILS ON TAPS.
10. PROVIDE AND INSTALL TRANSFER PUMPS TO TRANSFER CHEMICALS FROM THE PRE- AND POST-COLORATION BULK TANKS TO THE PRE- AND POST-COLORATION DYE TANKS.
11. PROVIDE A FLUORIDE BULK TANK STAND WITH A MINIMUM HEIGHT OF 5 FEET TO SUPPORT THE FLUORIDE BULK TANK. THE FLUORIDE BULK TANK SHALL HAVE DRAIN VALVE INTO THE FLUORIDE DYE TANK. STAND SHALL BE TOPPED WITH A TANK COMPATIBLE WITH HYDROCHLORIC ACID AS MANUFACTURED BY A DUCK CONCEPTS, INC. 3-5/8" X 16" WITH 60% FILL TAP, OR EQUAL.
12. PROVIDE A WALL MOUNTED POST-COLORATION DYE LINES AS NECESSARY.

- [illegible]

20 RELOCATE EXISTING 13KVA FLOOR-MOUNTED TRANSFORMER AND ASSOCIATED DISCONNECT FROM THE BOOSTER PUMP ROOM TO THE TREATMENT ROOM SHOWN ON THE WELL NO. 9 AND 12 FLOOR PLAN. PROVIDE 3" MIN. THICK CONCRETE SLAB ON GRADE TO SUPPORT TRANSFORMER. EXTEND EXISTING PRIMARY AND SECONDARY CONDUCTORS AND CONDUIT TO NEW LOCATION OF THE TRANSFORMER/DISCONNECT. REMOVE EXISTING HOUSEKEEPING PAD TO $\pm 1'$ BELOW FLOOR SURFACE ON NEXT PARALLEL TO EXISTING FLOOR. PATCH FLOOR WITH FLOOR REPAIR TOPPING TO MATCH ADJACENT FLOOR.

**WELL NO. 9 & 12
FLOOR PLAN**

PROJECT MGR.

PROJECT MGR.

STRAND ASSOCIATES*

SHEET
5
45-AS-M1.01

DMI
(Low bid)

CITY OF CREST HILL
CHEMICAL FEED SYSTEM UPGRADES
PROPOSAL

PROPOSAL

TO THE CITY OF CREST HILL

1. Proposal of Dahme Mechanical Industries, Inc.
 (name and address of bidder)
610 S. Arthur Ave., Arlington Heights, IL 60005
kkomorn@dmi-inc.net
 (email address of bidder)

 for the improvement described in the NOTICE TO CONTRACTORS.
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the City may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the City within thirty (30) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within thirty (30) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the City, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within N/A calendar days after the date of the execution of the contract by both parties, or by March 6, 2026 if this is a completion day contract, unless additional time shall be granted by the City in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the City from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: City of Crest Hill, IL

The amount of the bond, check or draft is 10% bid bond

_____ (\$ _____).

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the City, and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?
yes

2. (a) Have you done work of this nature? yes
 (b) To what extent? (Dollar value) \$5K-\$3M per project
 (c) For whom? various municipal customers in Northern Illinois & NW Indiana and MWRD

3. Do you have sufficient equipment to perform this work? yes
 If so, list major items: list available upon request; each service truck has the tools
and equipment needed to perform the work

4. Give Bank reference: Wintrust Commercial Banking - Matt Hammer
Address: 9701 W Higgins Road, Suite 360, Rosemont, IL 60018
Work: 847-590-7042 Mobile: 708-214-6002

5. List names and addresses of major suppliers:
Core and Main
Porter Pipe
LAI, Ltd.

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? no
 (a) If so where?
 (b) For what reason?

7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? no

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? no
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? no
10. If awarded contract, work will begin in 30-60 calendar days.

CERTIFICATE OF ELIGIBILITY TO BID

I, Kris Komorn (contractor), pursuant

to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: 8-22-25

By:  Kris Komorn
(Name of Contractor)

President
(Title)

**CITY OF CREST HILL
SCHEDULE OF PRICES**

Location CHEMICAL FEED SYSTEM UPGRADES

Description CHEMICAL FEED UPGRADES

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	CHEMICAL FEED UPGRADES, WELL 4	L. SUM	1		\$138,888.00
2	CHEMICAL FEED UPGRADES, WELL 8	L. SUM	1		\$151,888.00
3	CHEMICAL FEED UPGRADES, WELL 9-12	L. SUM	1		\$156,888.00
4	CHEMICAL FEED UPGRADES, WELL 11	L. SUM	1		\$144,222.00
5	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 4	L. SUM	1	2000	\$2,000.00
6	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 8	L. SUM	1	2000	\$2,000.00
7	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 9-12	L. SUM	1	2000	\$2,000.00
8	ALLOWANCE FLUORIDE MONITOR REPAIR, WELL 11	L. SUM	1	2000	\$2,000.00
Total =					\$599,886.00

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

Business Address

Insert
Names and
Addresses of
All Members
of the Firm

.....

.....

.....

.....

(If a corporation)

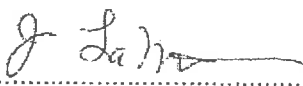
Corporate Name Dahme Mechanical Industries, Inc.Signed By 
Kris Komorn, PresidentBusiness Address 610 S. Arthur Ave., Arlington Heights, IL 60005

Insert
Names of
Officers

President Kris Komorn

Secretary Nick Figenbaum

Treasurer Austin Cecelia

Attest: Attestor's Title: Joe Lamantia, Safety OfficerPhone Number 847-562-6083

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

Chemical Feed System Upgrades

Name of Project

for the City of Crest Hill, County of Will, State of Illinois hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By:  Kris Komorn, President
Dahme Mechanical Industries, Inc.

Date: 8-27-25

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Dahme Mechanical Industries, Inc.

610 S Arthur Avenue Arlington Heights, IL 60005

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions Premier Insurance Corporation

1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Crest Hill

20600 City Center Boulevard Crest Hill, IL 60403

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Chemical Feed System Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of August, 2025

Nickolas Figenbaum

Nick Figenbaum, Secretary (Witness)



Dahme Mechanical Industries, Inc.

By: *[Signature]* (Principal)

(Seal)

Kris Komorn, President (Title)

Eileen M Walsh

Eileen M Walsh

(Witness)



Swiss Re Corporate Solutions Premier Insurance Corporation

By: *[Signature]* (Surety)

(Seal)

Attorney-in-Fact Vicki L. Broadus

(Title)

Surety Phone No. 847-273-1300

G-23208-B

SS.

STATE OF Illinois
 COUNTY OF McHenry

I, Eileen M Walsh Notary Public of McHenry County,
 in the State of Illinois, do hereby certify that Vicki L. Broaddus
 Attorney-in-Fact, of the Swiss Re Corporate Solutions Premier Insurance Corporation
 who is personally known to me to be the same person whose name is
 subscribed to the foregoing instrument, appeared before me this day in person, and
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Swiss Re Corporate Solutions Premier Insurance Corporation
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine
 in said County, this 22nd day of August A.D., 2025



Eileen M. Walsh
 Notary Public Eileen M Walsh
 My Commission expires: October 26, 2027

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **Vicki L. Broadus**

Principal: Dahme Mechanical Industries, Inc.
Obligee: City of Crest Hill
Bond Description: Chemical Feed System Upgrades
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of August, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC



Agenda Memo

Crest Hill, IL

Meeting Date:	October 20, 2025
	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution to accept planning technical assistance services delivered by the Chicago Metropolitan Agency for Planning

Summary: Attached is a agreement between the City of Crest Hill and the Chicago Metropolitan Agency for Planning (CMAP). To perform services to update our 2020 Pavement Rating. All work is being completed through consultants hired and project managed by CMAP.

The city will receive after this work is completed a plan tailored to an asset management system (MicroPAVER software system) to be used for prioritization and budgeting of local surface treatment and repair.

The total cost to perform this work is \$47,781,67, but the City share for is \$3,000.00. All remaining costs will be paid by CMAP.

Recommended Council Action: A Resolution to accept planning technical assistance services delivered by the Chicago Metropolitan Agency for Planning.

Financial Impact:

Funding Source: MFT

Budgeted Amount: \$30,000.00

Cost: \$3,000.00

Attachments:

Resolution and 2025 CMAP Agreement Pavement Rating

City of Crest Hill

Resolution # _____

**A RESOLUTION TO ACCEPT PLANNING TECHNICAL ASSISTANCE SERVICES
DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the City of Crest Hill (“the Community”) has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), for the Pavement Management Plan project; and

WHEREAS, the Community’s request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing technical assistance as a means of advancing the plan’s implementation and CMAP priorities; and of

WHEREAS, the Community and CMAP have agreed on the Intergovernmental Agreement (“IGA”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY City of Crest Hill:

- Section 1:** the City of Crest Hill supports the Pavement Management Plan project and hereby authorizes a duly appointed representative to execute the Intergovernmental Agreement attached hereto as Exhibit “A” (“IGA”); and
- Section 2:** pursuant to the provisions of the IGA, the Board accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.
- Section 3:** pursuant to the provisions of the IGA, the Board agrees to pay CMAP the local financial contribution in the amount of \$3,000.00.
- Section 4:** the Board recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA.
- Section 5:** This resolution shall be effective as of the date of its adoption.

PASSED THIS 20TH DAY OCTOBER, 2025.

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

APPROVED THIS 20TH DAY OF OCTOBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Chicago Metropolitan Agency for Planning

A2 - _____

INTERGOVERNMENTAL AGREEMENT FOR TECHNICAL ASSISTANCE Pavement Management Plan

THIS AGREEMENT is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and City of Crest Hill (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this agreement are as follows:

1. Purpose. The purpose of this agreement is to facilitate technical assistance to the GOVERNMENTAL BODY for Pavement Management Plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT")

2. Term of Agreement. The project is to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion pursuant to the terms of this Agreement. The project is expected to take 10 months from the date of kick-off.

2. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Project Charter/Scope of Work/Responsibilities included herein as **Attachment 1** and **Attachment 2**.

3. Agreements. The General Provisions included herein as **Attachment 3**, apply to and are incorporated into this Agreement with full force and effect.

4. Local contribution. The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$3,000.00 which will be deposited in the Local Technical Assistance Contribution Fund. CMAP will invoice the GOVERNMENTAL BODY and the payment will be due on December 31, 2025. The contribution and invoice will be pursuant to **Attachment 4** herein.

List of Attachments:

Attachment 1: Project Charter/Scope of Work

Attachment 2: Technical Assistance Roles and Responsibilities

Attachment 3: General Terms and Conditions

Attachment 4: Technical Assistance Local Contribution

Exhibit A

A2 _____

V _____

WP _____

Item 11.

APPROVALS:

For the GOVERNMENTAL BODY:

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name:

Government Address: _____

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

CMAA:

Authorized Signature: _____ Date: _____

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

A2 _____
V _____
WP _____

Item 11.

EXHIBIT A



Chicago Metropolitan
Agency for Planning

SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/2025

Module 1: Project charter

Module 2: Outputs and resources

Module 3: Work breakdown structure

Module 4: Project timeline

EXHIBIT A

MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/2025

The Project Charter provides a high-level overview to establish a shared understanding of the project to facilitate the formal authorization to begin detailed scoping.

General Information

Program area	Environmental Justice
Project type	Consultant led project
Community Partner	City of Crest Hill

1. Project Description

A brief overview of the project as it appears in the agency's annual work plan.

CMAV will provide technical assistance as a consultant-led project to the City of Crest Hill to develop a plan and tailored asset management system (MicroPAVER software system) for prioritization and budgeting of local pavement surface treatment and repair.

The plan and software system will incorporate existing pavement surface and upper substrate condition data plus repair and treatment data for the entirety of Addison's local street network. The plan will summarize existing conditions, assign Pavement Condition Index (PCI) rating to surface segments, assess 5-year and 10-year expected condition changes, highlight and recommend specific preventative maintenance and minor rehabilitation activities, and develop recommended budget scenarios for 5-to-10-year period varying by expected local funding availability.

Pavement condition data collected will remain within MicroPAVER system developed for City; free software system training will be provided to designated City personnel and a free license for MicroPAVER software will be included.

Invoices shall be submitted to

City of Crest Hill

20600 City Center Blvd

Crest Hill, Illinois 60403

Attn Ronald J Wiedeman, City Engineer

2. Assumptions and responsibilities

EXHIBIT A

Identifying assumptions and the responsible parties that support them is critical to the successful completion of a project by providing a better understanding of whether the project is realistic and achievable.

NO	ASSUMPTION / RESPONSIBILITY
1	All pavement condition data collected during the road profiling process and associated repair history for each segment of the local road network will be included in the Plan, depicted in tabular and mapped image format, and will be utilized to inform maintenance and repair prioritization, and short-term to mid-term budgeting and project scheduling.
2	All materials produced should enable the full and equitable participation of all stakeholders, particularly those that have been historically marginalized, who come from diverse cultural backgrounds, or have specialized needs. In partnership with CMAP, the Consultant must ensure materials do not inadvertently neglect, exclude, marginalize, disrespect, or alienate certain individuals or groups.
3	CMAP will select and entrust a Project Management Consultant who in turn will select one or more Pavement Management Plan (PMP) Contractors to engage with the Village of Addison, perform pavement data collection, incorporate data into and deliver Pavement Management Plan as well as implement, train municipality's users, and provide software license for MicroPAVER system.
4	Project Management Consultant will also designate a Quality Assurance (QA) Contractor to review the PMP's data collection activity.

3. Constraints and exclusions

Awareness and planning for the organizational, technical, and resource constraints that limit the project's scope will allow for problem areas to be identified and addressed to reach the project goals quickly.

NO.	CONSTRAINT / EXCLUSIONS
1	City Department responsible for MFT funding prioritization presently has no formal asset management system dedicated to depicting conditions for local street network paved surfaces.

4. ON TO 2050 Implementation Topics

The project activities will seek to advance the recommendations of ON TO 2050 the region's comprehensive plan by exploring and addressing implementation of the following:

TOPIC	PROJECT IMPLEMENTATION
Base investment decisions on data and performance for data driven and transparent investment decisions.	
Use a data-driven, performance-	Base investment decisions on data and performance by helping local governments create asset management

EXHIBIT A

based approach to making public infrastructure and service investments (C04.G11.R26.S088)	systems, particularly developing and using pavement management. Specifically, • Implement pavement management systems and base pavement management decisions on minimizing lifecycle maintenance costs, • Help local governments create asset management systems, starting with efforts to pilot local implementation of pavement management, • Work with partner agencies toward uniformity in pavement data collection, and • Develop trainings to assist all of the region's municipalities in implementing and improving asset management systems over the long term.
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5. Local Contribution and timetable

The required local contribution, if any, and anticipated project schedule.

Contribution amount:	\$3,000	Due Date:	12/31/2025
Anticipated kick-off:	Q1-FY 2026	Anticipated Duration:	15 months

PROJECT CHARTER APPROVAL [CMAP INTERNAL USE ONLY – NOT INCLUDED IN IGA OR PROCUREMENT DOCUMENTS]

Program Manager:	Michael Brown
Executive Sponsor:	Michael Brown
Signature and date:	

EXHIBIT A

MODULE 2: OUTPUTS AND RESOURCES

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	8/01/2025

Deliverables and needs

The output and resources module identifies the project deliverables, staffing and funding resources required to complete the project.

1. Deliverables

All deliverables produced must use ADA-compliant accessibility formats, use accessible language, being language that includes everyone and is easy to understand, and may require materials to be translated into the region or area's most spoken languages.

NO.	DELIVERABLE	DESCRIPTION
1	Final Local Pavement Management Plan	A document that presents current pavement conditions on local street network and features recommendations on preventative maintenance and minor to medium rehabilitation actions for 5 and/or 10-year time horizons under 4 or more municipal budget scenarios.
2	Final PAVER Database	Database featuring pavement condition, work history and other material characteristics of street segment – to be updated when improvement activities are completed or to acknowledge subsequent inspections.
3	PAVER Training	2-Day training in use of PAVER Database software
4	Presentation for Local Agency	Presentation by subconsultant, PMO consultant and CMAP to Village or City governing council i.e. Village Board, City Council, Committee of the Whole etc.
1	Interim Deliverable 1: PAVER Analysis	Completion of analysis using Paver following loading of existing pavement condition data, work history and available budget
2	Interim Deliverable 2: Draft Local Pavement Management Plan: Existing Conditions	Documentation of finalized pavement conditions primarily using PCI (Pavement Condition Index)
3	Interim Deliverable 3: Draft Local Pavement Management Plan: Budget Scenarios	Documentation and inclusion of current, anticipated and preferred future budget scenarios into draft plan.
4	Interim Deliverable 4: Draft Local Pavement Management Plan: Recommended Multi-Year Plan	Resulting multi-year plans for facilitating improvements to local Pavement network based on budget scenarios.

2. Staffing needs

EXHIBIT A

Project roles and subject matter experts are required to produce the project deliverables and complete the project.

CMAP			
ROLE	MIN. HRS.	MIN. NO.	ROLE DESCRIPTION
Executive Sponsor	2	1 person	Responsible for final approvals of contracts/contract amendments, IGAs, checks in with Program manager on deliverables progress
Program Manager	23	1 person	Oversees and checks in on regular basis with Project Manager (Project Lead) on project progression, budget and deliverables
CMAP Project Lead	200	1 person	Oversees and checks in on regular basis with Project Team on project progression. Attends project update calls and public engagement events, receives on contractor invoices, monitors the budget, and reviews all project deliverables for content and quality control.
CMAP Project Support	40	1 person	Subject matter expert – municipal and stakeholder engagement, CMAP core values adherence, project GIS and website content maintenance
CMAP Project Support	65	1 person	Subject matter expert – municipal and stakeholder engagement, municipality as client relations, some understanding of pavement condition assessment and responsive preservation and maintenance
TOTAL	330		

3. Non-staff expenses

Non-staff project expenses are required to produce the project deliverables and complete the project.

EXPENSE	DESCRIPTION	ALLOCATION
Travel	Travel from and to CMAP, City for final presentation of PMP	\$35.00

4. Funding

All work must be conducted in accordance with the following funding source requirements.

Funding Source	Amount and description
UWP	Promote efficient system management and operation [USC Title 23 Section 23 (h)(1)(G)]

EXHIBIT A

Emphasize the preservation of the existing transportation system [USC Title 23 Section 134 (h)(1) (H)]

Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation [USC Title 23 Section 134(h)(1)(I)]

PMO Consultant \$9,596.67

Paver Training: \$500.00

Subcontractor Total cost, centerline miles (51) \$37,685

Total Cost, City of Crest Hill PMP \$47,781.67

EXHIBIT A

MODULE 3: WORK BREAKDOWN STRUCTURE

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/25

1. Mobilization Activities

WB S NO.	ACTIVITY	DESCRIPTION
1.1	Kickoff Meeting	Consultant(s)/CMAP conduct first of 4 formal meetings with local agency staff to summarize pavement management plan process, identify local data needed for plan development, identify critical local personnel.
1.2	Map Exchange and Review	Consultants/CMAP will provide local street network map coverages for respective local agencies for review and confirmation of current locally managed street segments ahead of pavement data collection and PAVER analyses.

2. Project Management Activities

WB S NO.	ACTIVITY	DESCRIPTION
2.1	Local Agency Management	The project management consultant will keep the local agency informed of the project progress and schedule at least once a month via email and/or dashboards.

3. Engagement Activities

The project will include public outreach to ensure a full understanding of local issues outlined in the Final Key Topics section.

WB S NO.	ACTIVITY	DESCRIPTION
3.1	Project coordination	Consultant/CMAP will hold regular coordination meetings with Municipal Partner and CMAP to guide the project. Said meetings shall include: A) one (1) project kickoff meeting and B) at least two (2) deliverable review meetings throughout the process. The consultant will develop meeting agendas and take meeting minutes.
3.2	Municipal meeting	Consultant/CMAP will present the final pavement management deliverable at applicable municipal meeting to the elected officials or designated committee. Consultant shall provide electronic copy of this final presentation.

EXHIBIT A

4. Data Collection and Analysis

WB S NO.	ACTIVITY	DESCRIPTION
4.1	Pavement Data Collection	The consultant(s) will document pavement condition for all roads under the local agency's jurisdiction following the ASTM D6433 standards with a 100% sample rate. The primary metric used to report pavement condition will be the Pavement Condition Index (PCI). All pavement condition data collected for a local agency will be provided to the local agency and CMAP.
4.2	PAVER Analysis	The consultant(s) will use PAVER to assess pavement deterioration and evaluate potential treatments.

5. Deliverable Review

WB S NO.	ACTIVITY	DESCRIPTION
5.1	Draft Local Pavement Management Plan, Existing Conditions and Practices	Part 1 of 3 of a draft local pavement management plan that will be provided to CMAP and municipal staff to review and comment before the submission of the final version of the municipal pavement management plan. This part of the draft local plan will provide an introduction to pavement management, characterize current pavement condition, describe current local agency pavement maintenance practices, and the describe the importance and types of pavement preservation currently in practice. The draft local pavement management plan will also feature results of subsurface sampling where conducted.
5.2	Draft Local Pavement Management Plan, Budget Scenarios	(Part 2 of 3, draft plan) The consultant(s) will include at a minimum four budget scenarios in the pavement management plans evaluating the cost to meet different network-level pavement conditions. Examples of scenarios include: (1) keep funding level current, (2) add moderate funding relative to current levels, (3) invest sufficient funds to meet potential performance targets, and (4) minimize total lifecycle cost. The budget scenarios to be included will be finalized in consultation with local agency staff.

EXHIBIT A

5.3	Draft Local Pavement Management Plan, Multi-Year Recommended Plan	(Part 3 of 3, draft plan) The consultant will develop a recommended multi-year (5, 10, or other) pavement improvement program based on pavement condition/desired spending level/desired time-frame. The consultant(s) will include a variety of pavement maintenance and rehabilitation activities in the pavement management plan, with a strong emphasis on preservation and introducing local agency staff to new techniques where promising and appropriate. The final list of pavement preservation activities to be included in the plan will be determined in consultation with local agency staff.
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6. Implementation Activities

WB S NO.	ACTIVITY	DESCRIPTION
6.1	Final Local Pavement Management Plan	A digital and printed copy of the final pavement management plan will be provided to CMAP and the local agency.
6.2	Final PAVER Database	Consultant will load all pavement data collected as part of this project into the latest version of PAVER for both the local agency and CMAP.
6.3	PAVER software training	Consultant will provide a group 2-day PAVER software training.
6.4	Final Presentation, Pavement Management Plan	Local agency's elected officials or specially designated committee for public works activities shall host and facilitate a final presentation of the pavement management plan by the consultant. Consultant shall make presentation at mutually agreed upon time and venue and provide alternate electronic versions of this final presentation.

EXHIBIT A

MODULE 4: PROJECT TIMELINE

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/2025

1. Deliverable Completion Dates

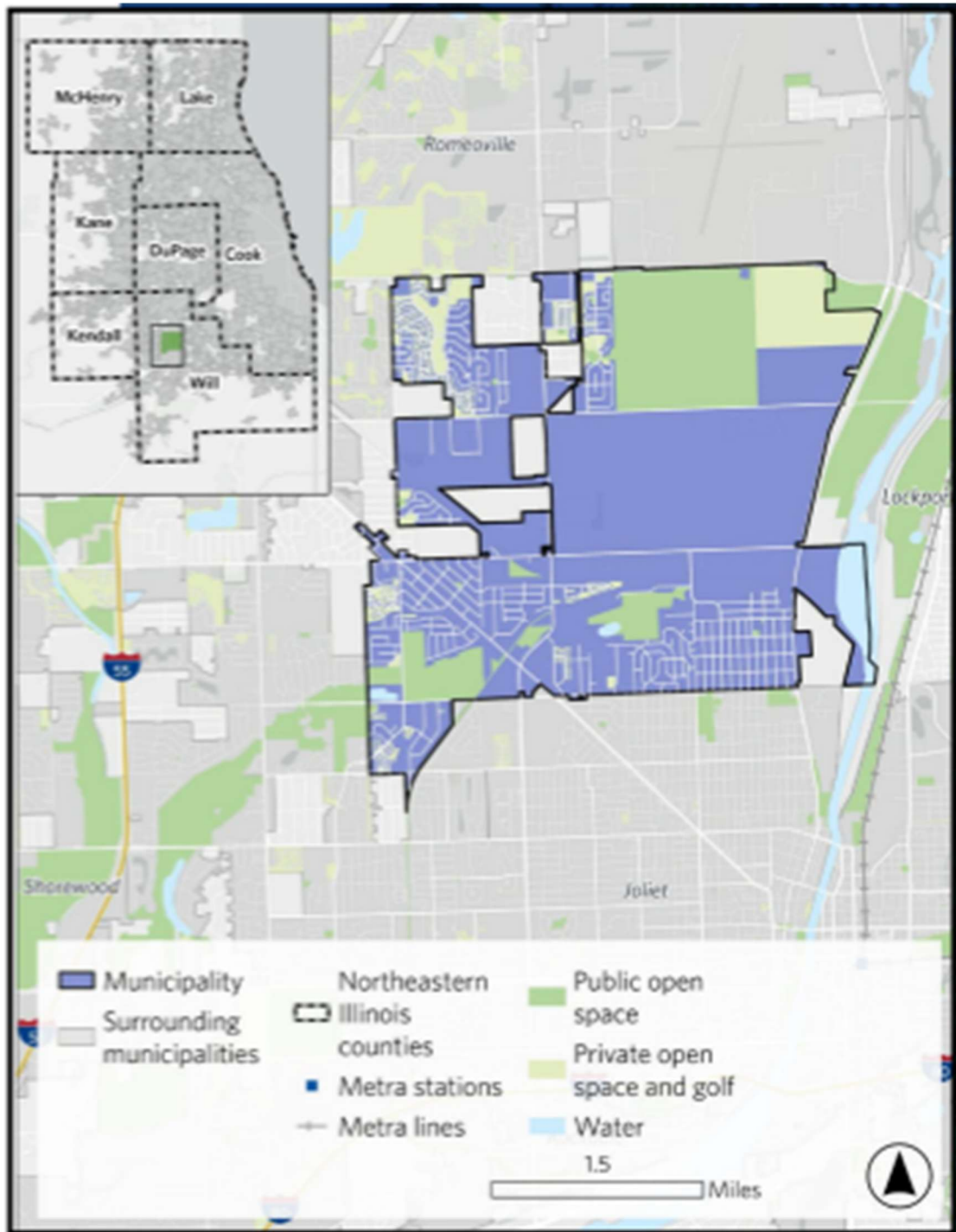
NO.	DELIVERABLE	COMPLETION
1	Interim Deliverable 1: <u>PAVER Analysis</u>	Q2-FY2025
2	Interim Deliverable 2: <u>Draft Local Pavement Management Plan: Existing Conditions</u>	Q2-FY2025
3	Interim Deliverable 3: <u>Draft Local Pavement Management Plan: Budget Scenarios</u>	Q3-FY2025
4	Interim Deliverable 4: <u>Draft Local Pavement Management Plan: Recommended Multi-Year Plan</u>	Q3-FY2025
5	Primary Deliverable 1: <u>Final Local Pavement Management Plan</u>	Q4-FY2025
6	Primary Deliverable 2: <u>Final PAVER Database</u>	Q4-FY2025
7	Primary Deliverable 3: <u>PAVER Training</u>	Q4-FY2025
8	Primary Deliverable 4: <u>Presentation for Local Agency</u>	Q4-FY2025 to Q1-FY2026

2. Project Completion Date

Project end date	09/30/2026
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EXHIBIT A

ATTACHMENT ONE: Map of study area





Chicago Metropolitan Agency for Planning

ATTACHMENT 2: CMAP TECHNICAL ASSISTANCE ROLES AND RESPONSIBILITIES

Signatories of this Agreement (hereinafter jointly “Party” or “Parties”) certify that these roles and responsibilities for this project will be adhered to unless amended in writing.

The Parties shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

1. Project Charter. The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as “ATTACHMENT 1”. Changes to the project charter must be jointly agreed to by the Parties.

2. Scope of Work. Parties will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either Party, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) Parties shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
- b) All work performed by CMAP staff must be related to the scope of work.

3. Roles and Relationship. Parties shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.
- b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
- f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.

- b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

6. Project management and review. CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.



Chicago Metropolitan Agency for Planning

ATTACHMENT 3: CMAP GENERAL TERMS AND CONDITIONS

Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. **Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.
 - a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
 - c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
 - d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
 - e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books,

documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term “subcontract” as used in this clause excludes purchase orders not exceeding \$2,500.

7. Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a) Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b) Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c) Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

9. Method of Payment. PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

10. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

11. Termination.

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
- c) No Further Liability. Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status,

national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.

- a) No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
- b) No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c) The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

- 18. Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.
- 19. Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.
- 20. Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
- 21. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
- 22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

- 24. Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 25. Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 28. International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 29. Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 30. Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.



Chicago Metropolitan
Agency for Planning

ATTACHMENT 4: TECHNICAL ASSISTANCE LOCAL CONTRIBUTION

The GOVERNMENTAL BODY will be responsible for a contribution in the amount identified in the agreement which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically.



Agenda Memo

Crest Hill, IL

Meeting Date:	October 20, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the 2026 Roadway Rehabilitation Improvement for the locations specified in this memo for a not to exceed amount of \$69,790.00.

Summary: During the past few years, the city has invested dollars to improve city's streets. Attached are exhibits giving a visual representation where work has been completed since 2020.

Staff would like to begin engineering work on the locations for the 2026 construction season. The locations are listed below. These locations have been selected based on the city's pavement management program completed in 2021 and currently being updated in 2025 in which analyzed all the city owned streets provide a pavement rating in order to classify each road segment from a failed to good rating.

Suggested 2026 Locations-Rehabilitation

- 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.

Current construction cost estimate based on the list of location provided is approximately \$2,000,000.00.

The amount to be included in the 2027 budget for consideration will be less than this amount. It will be closer to the 2026 budget amount of \$1,450,000.00 but adjusted for inflation. Having these additional streets included in the bid package will provide the city flexibility to get more done if prices come in favorable.

Suggested 2026 Locations-WM and Street Rehabilitation (Approved Designs)

- Oakland Ave from Ludwig to Theodore
- Imperial Dr. from Root to Lynwood (Plus Stormwater)
- Inncircle from Marlboro Ln to Hosmer Ln. (If funds are available)

Current construction cost estimate based on the list of location WM and Street Rehabilitation listed above is approximately \$2,900,000.00.

Staff will bring back to the city council a recommendation of award based on the amount of work that can be completed within the budget approved in the 2027 budget.

The project schedule is to have the entire bid package ready for bidding by April 2026 with construction starting in summer 2026

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional design services to complete the bid plans and prepare the bid documents for bids in March 2026 for the suggested 2025 rehabilitation locations.

These services will include the following:

- Field Work
- Pavement Cores
- Utility Coordination
- Preparing and Receiving Required Permits for the project
- Preparation of Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control
- Project Administration and Management
- Attend Project Meeting
- Provide support during the bidding process.

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

Recommended Council Action: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the 2026 Roadway Rehabilitation Improvement for the locations specified in this memo for a not to exceed amount of \$69,760.00.

Financial Impact:

Funding Source: General Fund-(Capital Projects)

Budgeted Amount: \$150,000.00

Cost: \$69,760.00

Attachments:

2022-2026 Locations Maps.pdf

Urban GIS Map

RESOLUTION-2026 Resurfacing

Exhibit A-Crest Hill 2026 Roadway Rehab Design.0930.25.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
THE 2026 ROADWAY REHABILITATION IMPROVEMENT-DESIGN ENGINEERING
SERVICES BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD IN THE AMOUNT
OF \$69,760.00**

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 providing design engineering services, including preparation of final plans and bid documents, and geotechnical investigations and all collateral work (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR 2026 Roadway Rehabilitation Improvement-Design Engineering Services (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the 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 69,760.00 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 20TH DAY OCTOBER, 2025.

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

APPROVED THIS 20TH DAY OF OCTOBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

September 30, 2025

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Design Services
2026 Roadway Rehabilitation
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services related to the design of the 2026 Roadway Rehabilitation project in 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

The general scope of this proposal includes preparation of final design and bidding documents for the 2026 Roadway Rehabilitation project. The project is anticipated to include the following streets:

Street	From	To	Length
Kingsbrook Drive	Borio Drive	North End	2,600 feet
Randich Road/ Longmeadow Drive	Borio Drive	Kingsbrook Drive	1,000 feet
Carlton Street	Gaylord Road	Prestwick Drive	2,800 feet
Dundee Drive	Carlton Street	Loch Lane	600 feet
Chaney Avenue	Oakland Avenue	Hoffman Street	1,200 feet
Hoffman Street	Chaney Avenue	Elsie Avenue	400 feet
Elsie Avenue	Clements Street	Hoffman Street	900 feet
Foxmeadow Drive	Springside Drive	Gaylord Road	1,300 feet
Silver Rock Drive	Springside Drive	Foxmeadow Drive	1,800 feet
Foxtail Court	West End	Silver Rock Drive	700 feet
Caton Farm Road	500' West of Oakland	Broadway Street	4,600 feet

Total project length is estimated to be approximately 17,900 feet. All streets will be edge

grinded and overlaid with hot-in-place recycled HMA and 1.5" HMA surface course. The project will also include pavement patching, spot concrete repairs (curb and gutter, sidewalk, driveway aprons, etc.), structure adjustments, and restoration. All existing drainage, water and sanitary sewer systems will remain in place and will not be improved as part of this project.

We understand that local and MFT funds may be used for design and construction. The plans will need to be approved by IDOT, and the design will be completed in conformance with IDOT MFT requirements.

The scope of this proposal also includes pavement cores, engineering design, preparation of a construction specification booklet and Engineer's Opinion of Probable Cost, and bidding assistance.

SCHEDULE

With the understanding that that this agreement will be executed before the end of October 2025, we anticipate completing the final design effort by March 2026 to facilitate bidding in April 2026.

SCOPE OF WORK

Task 1 – Field Reconnaissance: CBBEL will perform a field reconnaissance of the streets included in the project. The purpose of the field reconnaissance will be to verify the method of rehabilitation, confirm the limits of work and estimate the quantity of structure removals and replacements. During the reconnaissance, all drainage, sanitary sewer and valve vault structures shall be opened and inspected to identify any deficiencies that should be corrected as part of the project.

The results of the field reconnaissance will be used to calculate the plan quantities for the resurfacing and pavement rehabilitation work. The results of the field reconnaissance will be coordinated with the City and compared to previous estimates to determine their impact on the estimated construction cost.

Task 2 – Pavement Cores: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain fifteen (15) pavement cores to determine the existing cross-section of the pavements and subgrade conditions within the project area. Seeco will prepare a report describing existing conditions and make recommendations for remediation. The report will be performed by a geotechnical engineer and reviewed by CBBEL.

Task 3 – Pre-Final Design: CBBEL will prepare pre-final engineering design documents consisting of pavement rehabilitation limits overview plan, specifications, and an estimate of construction cost. The pavement rehabilitation limits overview plan will be included in the specification booklet. A standalone plan set, including detailed street-by-street plan roadway improvement plan sheets, will not be prepared.

All special contract special provisions will be prepared in IDOT MFT standard format and submitted to IDOT for approval. Limits of curb ramp ADA improvements will be verified and quantified in the field by an experienced construction engineer. This task does not include topographic survey or preparation of ADA curb ramp details.

Task 4 – Final Design: Based on the City’s pre-final review comments, CBBEL will revise the design documents. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The final design documents will be submitted to the City for review and approval, and CBBEL will finalize the plans, specifications, and estimate for bidding.

Task 5 – Bidding Assistance: CBBEL will prepare the Notice to Bidders, advertise in the IDOT Local Roads bulletin and facilitate Contractor pickup of electronic drawings through QuestCDN. CBBEL will review and tabulate the bids and make a recommendation of award.

Task 6 – Project Coordination and Meetings: CBBEL will coordinate with the City and project stakeholders throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings will be held with City staff. Council meeting attendance and public involvement is not anticipated to be required.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the City. Following attendance at each meeting, CBBEL will prepare meeting summaries as appropriate.

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Field Reconnaissance	\$ 10,320
Task 2 – Pavement Cores	\$ 8,490
Task 2 – Pre-Final Design	\$ 27,830
Task 3 – Final Design	\$ 11,590
Task 4 – Bidding Assistance	\$ 5,360
Task 5 – Project Coordination and Meetings	\$ 5,770
Direct Costs	\$ 400

TOTAL NOT-TO-EXCEED FEE: \$ 69,760

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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Table 1. City’s pavement condition categories.

Category	Typical Distresses and Typical Level of M&R Needed	PCI Range
Good	Longitudinal and transverse cracking and weathering of surface Preventive maintenance: <i>Crack sealing and surface treatments</i>	86-100
Satisfactory	More extensive longitudinal and transverse cracking and weathering of surface Preventive maintenance: <i>Crack sealing and surface treatments</i>	71-85
Fair	Extensive longitudinal and transverse cracking, early stage alligator (fatigue) cracking, early stage rutting, and weathering of surface Global preventive maintenance and localized repairs: <i>Localized surface and/or full-depth patching, surface treatments, and thin overlays</i>	56-70
Poor	More extensive and severe longitudinal and transverse cracking, alligator (fatigue) cracking, rutting, and weathering of surface Major rehabilitation: <i>Localized full-depth patching, mill and overlays, and traditional overlays</i>	41-55
Very Poor	More extensive and more severe longitudinal and transverse cracking, alligator (fatigue) cracking, rutting, weathering of surface, potholes Major rehabilitation: <i>Full-depth patching, mill and overlays, traditional overlays, and reconstruction</i>	26-40
Serious	Extensive and severe failure of pavement surface Major rehabilitation: <i>Reconstruction</i>	11-25
Failed	Complete failure of pavement surface Major rehabilitation: <i>Reconstruction</i>	0-10

At the time of G&AI’s inspection, the City’s pavements were found to have an average PCI of 51, indicating that the City’s roadways are in overall “poor” condition.

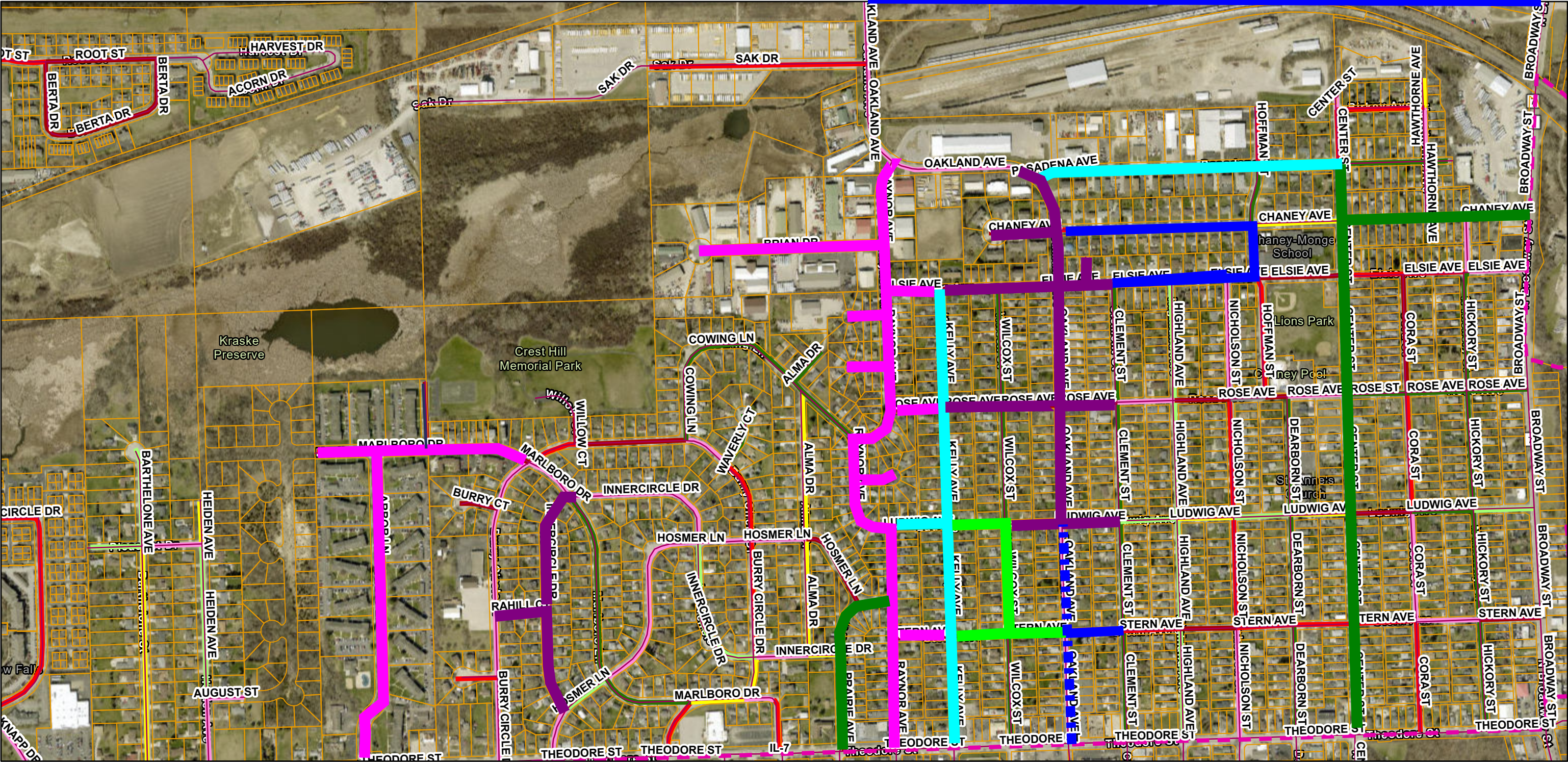
IRI values measure the roughness (vertical displacement over a fixed interval reported in inches per mile) of a roadway pavement:

- IRI values less than 200 inches/mile indicate “smooth” pavement.
- IRI values between 200 and 400 inches/mile indicate a “marginally rough” pavement.
- IRI values greater than 400 inches/mile indicate “rough” pavement.

The City’s roadways were found to have an average IRI value of 251 inches/mile, which indicates overall “marginally rough” pavement.

Following this executive summary, Map 1 shows PCI categories for each roadway. Roadways that were planned for resurfacing or reconstruction in 2020 (i.e., after the field inspection was performed) were assigned an assumed PCI value of 100. All other PCI values shown on Map 1 reflect the conditions of the

City of Crest Hill-Wards 1-South of Caton Farm Rd.



8/26/2024, 3:29:38 PM

City Limits

Street Labels

Parcels

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2020 Street Rehab

2022 Street Rehab

2023 Street Rehab

2024 Street Rehab

2025 Street Rehab

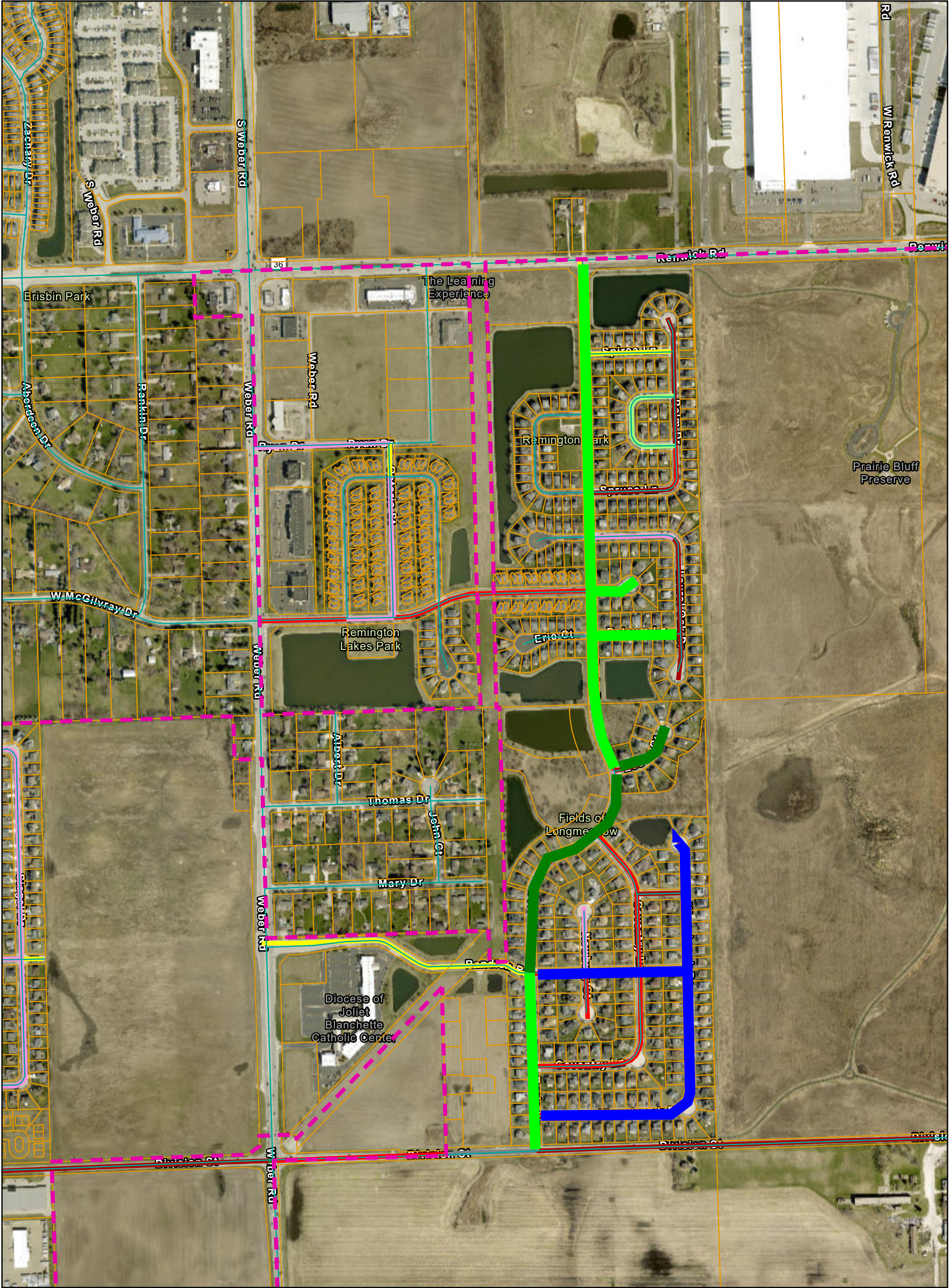
2026 Street Rehab Locations

County of Will, Maxar, Esri Community Maps Contributors, County of Will, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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City Of Crest Hill263

City of Crest Hill-Ward 2-North of Division



8/26/2024, 3:07:56 PM

City Limits

Streets

Parcels

2023 Street Rehab

2024 Street Rehab

2026 Street Rehab Locations

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

1:9,028

00.050.10.2mi

00.10.20.4km

County of Will, Maxar

Esri Community Maps Contributors, County of Will, ©

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Bureau, USDA, USFWS

City Of Crest Hill

City Of Crest Hill-Ward 2 & 4



8/26/2024, 3:37:07 PM

City Limits

Street Labels

Parcels

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2025 Street Rehab

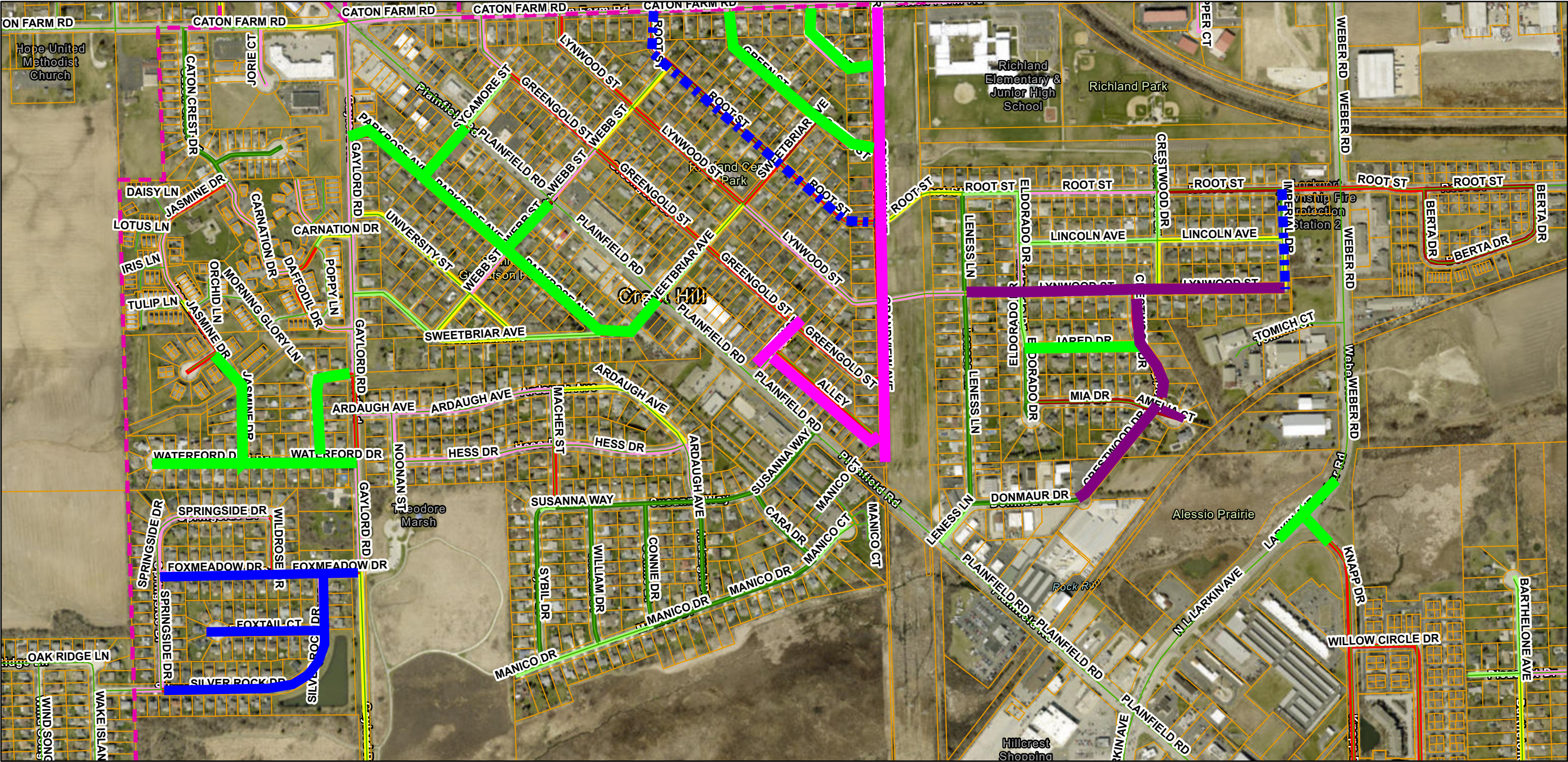
2026 Street Rehab Locations

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City Of Crest Hill265

City of Crest Hill-Wards 2, 3 & 4-South of Caton Farm Rd



8/26/2024, 3:23:12 PM

City Limits

Street Labels

Parcels

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2022 Street Rehab

2023 Street Rehab

2024 Street Rehab

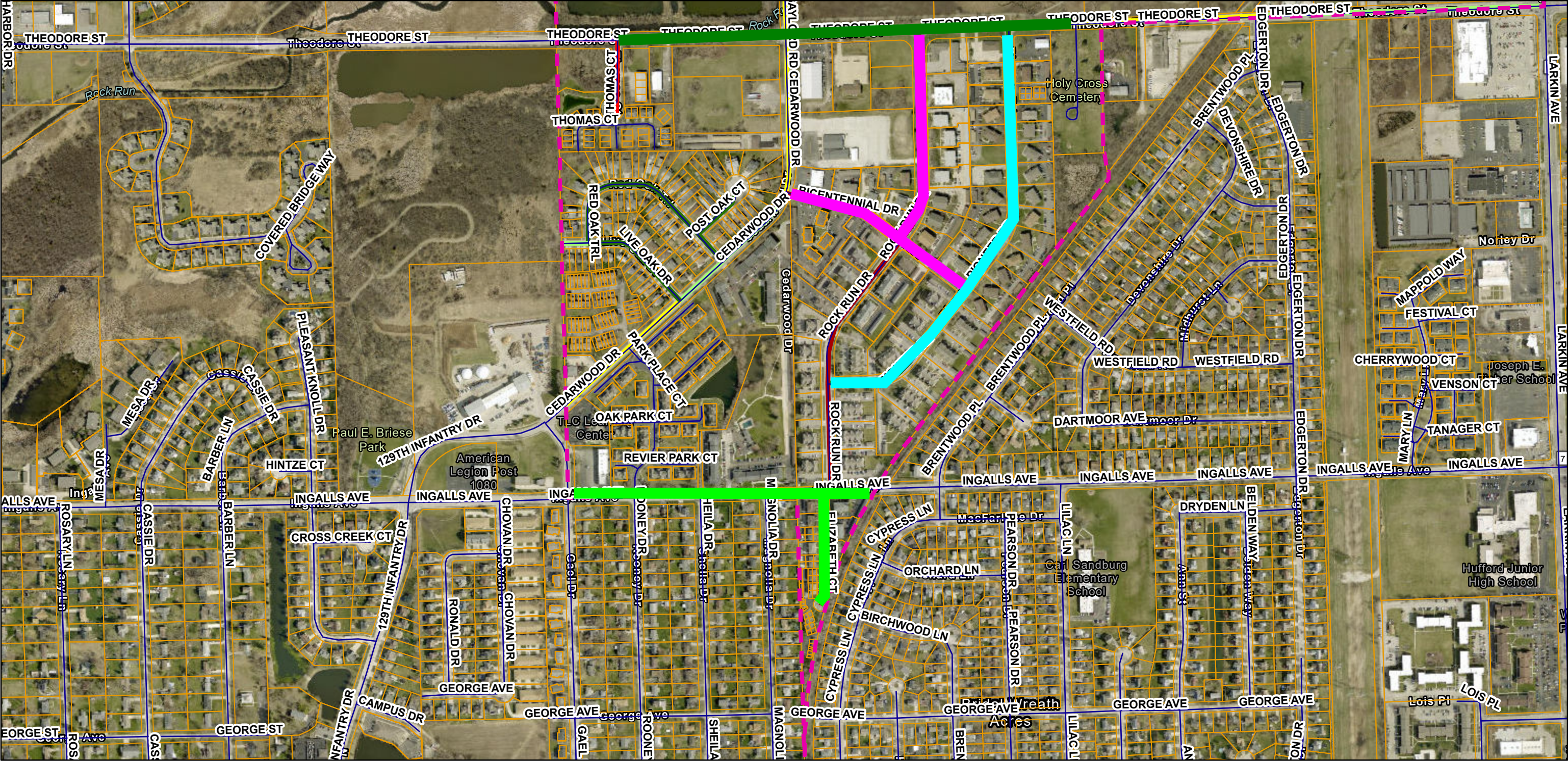
2025 Street Rehab

2026 Street Rehab Locations

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City of Crest Hill-Ward 3-South of Theodore



8/26/2024, 3:26:51 PM

City Limits

Street Labels

Parcels

Pavement Condition

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

- 2020 Street Rehab
- 2022 Street Rehab
- 2023 Street Rehab
- 2024 Street Rehab

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City Of Crest Hill267

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 10/09/2025,10/21/2025

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
40	Nate Albert	IML 2025	IML REIMBURSEMENT	09/21/2025	58.80	58.80	25225	10/21/2025	925	01015342
Total 40:					58.80	58.80				
53	Amalgamate	IEPA Loan P	IEPA PRINCIPAL	09/19/2025	103,502.82	103,502.82	25163	10/21/2025	925	30006102
		IEPA Loan P	IEPA INTEREST	09/19/2025	11,564.60	11,564.60	25163	10/21/2025	925	30006202
Total 53:					115,067.42	115,067.42				
68	American Wa	SO251090 M	MEMBERSHIP DUES -	07/21/2025	264.00	264.00	25166	10/21/2025	925	07065341
Total 68:					264.00	264.00				
82	Vestis	6030452225	UNIFORMS FOR STP	09/24/2025	24.29	24.29	25255	10/21/2025	925	07085344
		6030452225	UNIFORMS FOR WATE	09/24/2025	13.02	13.02	25255	10/21/2025	925	07065344
		6030452228	UNIFORMS FOR FLEE	09/26/2025	15.59	15.59	25255	10/21/2025	925	01035344
		6030452228	UNIFORMS FOR STRE	09/26/2025	44.99	44.99	25255	10/21/2025	925	01035344
		6030452228	MATS FOR PUBLIC WO	09/26/2025	13.42	13.42	25255	10/21/2025	925	01045300
		6030452228	UNIFORMS FOR BUILD	09/26/2025	9.94	9.94	25255	10/21/2025	925	01045344
		6030452228	UNIFORMS FOR STP	09/26/2025	10.36	10.36	25255	10/21/2025	925	07085344
		6030454259	UNIFORMS FOR STP	10/01/2025	24.29	24.29	25255	10/21/2025	925	07075344
		6030454259	UNIFORMS FOR WATE	10/01/2025	13.02	13.02	25255	10/21/2025	925	07065344
		6030454262	UNIFORMS FOR FLEE	10/01/2025	12.23	12.23	25255	10/21/2025	925	01035344
		6030454262	UNIFORMS FOR STRE	10/01/2025	41.53	41.53	25255	10/21/2025	925	01035344
		6030454262	MATS FOR PUBLIC WO	10/01/2025	28.08	28.08	25255	10/21/2025	925	01045300
		6030454262	UNIFORMS FOR BUILD	10/01/2025	12.28	12.28	25255	10/21/2025	925	01045344
		6030454262	UNIFORMS FOR STP	10/01/2025	12.68	12.68	25255	10/21/2025	925	07075344
		6030456437	UNIFORMS FOR STP	10/08/2025	24.29	24.29	25255	10/21/2025	925	07075344
		6030456437	UNIFORMS FOR WATE	10/08/2025	12.96	12.96	25255	10/21/2025	925	07065344
		6030456440	UNIFORMS FOR FLEE	10/08/2025	12.73	12.73	25255	10/21/2025	925	01035344
		6030456440	UNIFORMS FOR STRE	10/08/2025	42.03	42.03	25255	10/21/2025	925	01035344
		6030456440	MATS FOR PUBLIC WO	10/08/2025	28.58	28.58	25255	10/21/2025	925	01045300
		6030456440	UNIFORMS FOR BUILD	10/08/2025	12.78	12.78	25255	10/21/2025	925	01045344
		6030456440	UNIFORMS FOR STP	10/08/2025	13.18	13.18	25255	10/21/2025	925	07075344
Total 82:					422.27	422.27				
171	Brent Hasser	1045	CONSULTNG SERVICE	10/01/2025	2,500.00	2,500.00	25168	10/21/2025	925	01105300
Total 171:					2,500.00	2,500.00				
187	Christopher	205151	DESIGN-MCGILVERY A	10/14/2025	13,361.25	13,361.25	25173	10/21/2025	925	05005330
		205152	KNAPP DR TRAFFIC S	10/14/2025	22,517.50	22,517.50	25173	10/21/2025	925	13005330
		205153	2025 STREET PRGRA	10/14/2025	3,595.11	3,595.11	25173	10/21/2025	925	13007640
		205154	DESIGN SERVICES FO	10/14/2025	11,088.18	11,088.18	25173	10/21/2025	925	12007602
		205155	KELLY AND CORA CON	10/14/2025	9,365.80	9,365.80	25173	10/21/2025	925	13007640
		205156	HILLCREST WATER M	10/14/2025	17,016.25	17,016.25	25173	10/21/2025	925	12007620
Total 187:					76,944.09	76,944.09				
206	Camz Comm	25-283	FLEET- UNIT # 950 EM	10/07/2025	4,365.00	4,365.00	25170	10/21/2025	925	11007301
		25-284	FLEET- UNIT # 951 EM	10/08/2025	4,365.00	4,365.00	25170	10/21/2025	925	11007301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 206:					8,730.00	8,730.00				
231	Certified Lab	9334262	DUALSOLV II AEROSO	10/10/2025	442.56	442.56	25172	10/21/2025	925	07085366
		9337488	LOK CEASE	10/01/2025	787.56	787.56	25172	10/21/2025	925	07085366
Total 231:					1,230.12	1,230.12				
285	Cintas Fire P	0F94763970	FLEET- POLICE VEHIC	09/27/2025	621.89	621.89	25174	10/21/2025	925	01075400
Total 285:					621.89	621.89				
320	ComEd 9282	September 2	ELECTRIC - VALVE STA	09/29/2025	26.86	26.86	25183	10/21/2025	925	07065353
Total 320:					26.86	26.86				
323	ComEd 2717	September 2	ELECTRIC 1306-1/2 HA	09/29/2025	31.18	31.18	25180	10/21/2025	925	07075353
Total 323:					31.18	31.18				
324	ComEd 5197	September 2	ELECTRIC - 0 ROOT B	09/29/2025	31.18	31.18	25182	10/21/2025	925	07075353
Total 324:					31.18	31.18				
327	ComEd 2395	September 2	ELECTRIC FOR LIFT A	10/08/2025	237.93	237.93	25179	10/21/2025	925	07075353
Total 327:					237.93	237.93				
334	ComEd 3357	September 2	STREET LIGHTS ON E	09/25/2025	222.63	222.63	25181	10/21/2025	925	01035351
Total 334:					222.63	222.63				
374	CoStar Grou	122845171	COSTAR SEPTEMBER	10/03/2025	430.00	430.00	25185	10/21/2025	925	01165300
Total 374:					430.00	430.00				
400	D&I Electroni	415695	BUGLAR ALARM MONI	10/01/2025	197.97	197.97	25186	10/21/2025	925	01065350
Total 400:					197.97	197.97				
450	Scott Dyke	IML 2025	IML REIMBURSEMENT	09/20/2025	250.88	250.88	25243	10/21/2025	925	01015342
Total 450:					250.88	250.88				
451	Dynegy 1266	September 2	WELL 4 ELECTRIC	10/03/2025	1,066.67	1,066.67	25195	10/21/2025	925	07065353
Total 451:					1,066.67	1,066.67				
452	Dynegy 6760	September 2	EAST PLANT ELECTRI	10/03/2025	8,034.95	8,034.95	25199	10/21/2025	925	07085353
Total 452:					8,034.95	8,034.95				
453	Dynegy 6635	September 2	ELECTRIC FOR WEST	10/03/2025	8,031.49	8,031.49	25198	10/21/2025	925	07085353
Total 453:					8,031.49	8,031.49				
454	Dynegy 0817	September 2	WELL #11 ELECTRIC	10/03/2025	2,492.90	2,492.90	25193	10/21/2025	925	07065353

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 454:					2,492.90	2,492.90				
455	Dynegy 0098	September 2	WELL #10 ELECTRIC	10/03/2025	2,417.84	2,417.84	25191	10/21/2025	925	07065353
Total 455:					2,417.84	2,417.84				
457	Dynegy 6385	September 2	WELL #12 ELECTRIC	10/03/2025	2,267.17	2,267.17	25197	10/21/2025	925	07065353
Total 457:					2,267.17	2,267.17				
458	Dynegy 0906	September 2	WELL #7 ELECTRIC	10/03/2025	1,443.02	1,443.02	25194	10/21/2025	925	07065353
Total 458:					1,443.02	1,443.02				
459	Dynegy 1656	September 2	WELL #8 ELECTRIC	10/03/2025	1,897.47	1,897.47	25196	10/21/2025	925	07065353
Total 459:					1,897.47	1,897.47				
461	Dynegy 0425	September 2	WELL #1 ELECTRIC	10/03/2025	1,763.72	1,763.72	25192	10/21/2025	925	07065353
Total 461:					1,763.72	1,763.72				
475	EJ USA Inc	11025007641	HYDRANT PARTS	10/01/2025	6,301.34	6,301.34	25200	10/21/2025	925	07065470
Total 475:					6,301.34	6,301.34				
518	Experian	6000140028	EXPERIAN	09/28/2025	25.00	25.00	25201	10/21/2025	925	01025310
Total 518:					25.00	25.00				
532	Ferro Asphalt	12342	SURFACE - ROAD PAT	10/10/2025	488.00	488.00	25202	10/21/2025	925	01035400
		12353	SURFACE - ROAD PAT	10/13/2025	305.00	305.00	25202	10/21/2025	925	01035400
Total 532:					793.00	793.00				
585	Claudia Gaza	IML 2025	IML REIMBURSEMENT	09/21/2025	64.27	64.27	25176	10/21/2025	925	01015341
Total 585:					64.27	64.27				
605	Gordon Flesc	IN5349551	GORDON FLESCH MAI	10/10/2025	165.70	165.70	25205	10/21/2025	925	01165300
Total 605:					165.70	165.70				
638	Harmonic De	15357	FLEET- UNIT # 950 AN	10/09/2025	2,030.00	2,030.00	25207	10/21/2025	925	11007301
Total 638:					2,030.00	2,030.00				
640	Hawkins Inc	7220251	WATER CHEMICALS	10/06/2025	3,146.08	3,146.08	25208	10/21/2025	925	07065421
Total 640:					3,146.08	3,146.08				
664	Highland Plu	7801	FURNISHED LABOR A	10/07/2025	385.00	385.00	25209	10/21/2025	925	01045360
Total 664:					385.00	385.00				
726	IL Associatio	6186	2025 - 2026 AGENCY M	09/01/2025	1,417.00	1,417.00	25210	10/21/2025	925	07085377

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
					1,417.00	1,417.00				
729	Illinois Assoc.	20239 Dobcz	ILACP MEMBERSHIP D	10/01/2025	115.00	115.00	25211	10/21/2025	925	01025345
					115.00	115.00				
820	Joliet Townsh	Animal Contr	ANIMAL CONTROL SE	10/07/2025	1,250.00	1,250.00	25216	10/21/2025	925	01105300
					1,250.00	1,250.00				
881	Lawson Prod	9312886588	WATER- HYDRANT BO	10/09/2025	183.42	183.42	25217	10/21/2025	925	07065470
		9312886589	FLEET- NUTS, WASHE	10/09/2025	408.76	408.76	25217	10/21/2025	925	01075400
					592.18	592.18				
882	Layne Christ	3052263- W	WELL 4 PAY REQUEST	09/30/2025	58,130.80	58,130.80	25218	10/21/2025	925	07065361
					58,130.80	58,130.80				
921	M&J Undergr	Inner Circle P	INNERCIRCLE WM AN	10/10/2025	120,086.55	120,086.55	25219	10/21/2025	925	12007620
					120,086.55	120,086.55				
927	Quadiant Lea	Q2040705	POSTAGE LEASE AGR	10/02/2025	516.99	516.99	25236	10/21/2025	925	01115300
					516.99	516.99				
958	Meade, Inc.	714472	TRAFFIC SIGNAL MAIN	10/07/2025	433.96	433.96	25221	10/21/2025	925	01035300
		714473	TRAFFIC SIGNAL MAIN	10/07/2025	223.16	223.16	25221	10/21/2025	925	01035300
		714474	TRAFFIC SIGNAL MAIN	10/07/2025	223.16	223.16	25221	10/21/2025	925	01035300
		714475	TRAFFIC SIGNAL MAIN	10/08/2025	92.23	92.23	25221	10/21/2025	925	01035300
					972.51	972.51				
961	Menards	94663	WATER DEPARTMENT	10/01/2025	124.99	124.99	25222	10/21/2025	925	07065361
		94741	PW SUPPLIES	10/02/2025	88.60	88.60	25222	10/21/2025	925	01035400
		94779	BUILDING MAINTENAN	10/03/2025	177.97	177.97	25222	10/21/2025	925	01045400
		94805	BUILDING MAINTENAN	10/03/2025	19.98	19.98	25222	10/21/2025	925	01045400
		94921	BUILDING MAINTENAN	10/06/2025	23.92	23.92	25222	10/21/2025	925	01045400
		94962	EAST STP SUPPLIES	10/07/2025	39.56	39.56	25222	10/21/2025	925	07085420
		94976	BUILDING MAINTENAN	10/07/2025	29.90	29.90	25222	10/21/2025	925	01045400
		95037	BUILDING MAINTENAN	10/08/2025	50.14	50.14	25222	10/21/2025	925	01045400
					555.06	555.06				
973	Microbac Lab	C25007406	SEMI-ANNUAL EFFLUE	09/25/2025	1,559.75	1,559.75	25224	10/21/2025	925	07085306
		C25007436	SEMI-ANNUAL EFFLUE	09/25/2025	1,559.75	1,559.75	25224	10/21/2025	925	07085306
					3,119.50	3,119.50				
991	MOE Fringe	October 2025	OCTOBER 2025 STOB	10/08/2025	600.60	600.60	454	10/09/2025	925	01034200
		October 2025	OCTOBER 2025 STOB	10/08/2025	100.10	100.10	454	10/09/2025	925	07064200
		October 2025	OCTOBER 2025 STOB	10/08/2025	300.30	300.30	454	10/09/2025	925	07094200
					1,001.00	1,001.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1017	DACRA Adju	DT 2025-09-	DACRA MONTHLY SER	09/30/2025	1,250.00	1,250.00	25187	10/21/2025	925	01025300
		DT 2025-09-	DACRA MONTHLY SER	09/30/2025	1,250.00	1,250.00	25187	10/21/2025	925	01165300
Total 1017:					2,500.00	2,500.00				
1060	Nicor 56-57-8	September 2	WELL #9/12 NICOR	10/02/2025	154.34	154.34	25229	10/21/2025	925	07065350
Total 1060:					154.34	154.34				
1062	Nicor 89-13-6	September 2	WELL #11 NICOR GAS	10/02/2025	150.02	150.02	25230	10/21/2025	925	07065350
Total 1062:					150.02	150.02				
1063	Nicor 24-66-3	September 2	LIFT STATION NICOR	10/02/2025	55.18	55.18	25228	10/21/2025	925	07075350
Total 1063:					55.18	55.18				
1065	Nicor 95-25-4	September 2	WELL #1 NICOR	10/01/2025	163.64	163.64	25232	10/21/2025	925	07065350
Total 1065:					163.64	163.64				
1066	Nicor 08-01-5	September 2	WELL #7 NICOR GAS	10/01/2025	152.57	152.57	25226	10/21/2025	925	07065350
Total 1066:					152.57	152.57				
1067	Nicor 89-80-1	September 2	EAST PLANT NICOR	10/01/2025	384.33	384.33	25231	10/21/2025	925	07085350
Total 1067:					384.33	384.33				
1081	Tina Oberlin	IML 2025	IML REIMBURSEMENT-	09/26/2025	155.79	155.79	25250	10/21/2025	925	01015342
Total 1081:					155.79	155.79				
1102	Ottosen DiNo	17192	LABOR / PERSONNEL	09/30/2025	688.50	688.50	25234	10/21/2025	925	01105302
Total 1102:					688.50	688.50				
1116	Altorfer Indus	P58C006605	FLEET- UNIT #230 BAT	10/09/2025	398.08	398.08	25162	10/21/2025	925	01075400
Total 1116:					398.08	398.08				
1188	P.T. Ferro	48445 Pay A	2025 STREET REHAB	10/02/2025	607,943.90	607,943.90	25235	10/21/2025	925	13007640
Total 1188:					607,943.90	607,943.90				
1196	R&R Septic	25-2669	PUMP TRUCK TO MOV	10/03/2025	750.00	750.00	25237	10/21/2025	925	07085373
		25-2699	PUMP TRUCK TO MOV	10/07/2025	750.00	750.00	25237	10/21/2025	925	07085373
		25-2769	PUMP TRUCK TO MOV	10/14/2025	750.00	750.00	25237	10/21/2025	925	07085373
Total 1196:					2,250.00	2,250.00				
1226	Rex Radiator	B142407	FLEET- RADIATOR FO	09/04/2025	595.00	595.00	25239	10/21/2025	925	01075400
Total 1226:					595.00	595.00				
1237	Robinson En	25090157	2025 SANITARY SEWE	09/11/2025	598.50	598.50	25240	10/21/2025	925	07075330
		25090267	GIS DATA UPDATES	09/18/2025	1,951.50	1,951.50	25240	10/21/2025	925	07075301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		25090268	GIS SERVICES-CONST	09/18/2025	1,237.50	1,237.50	25240	10/21/2025	925	07085301
	Total 1237:				3,787.50	3,787.50				
1243	Ray OHerron	2436655	UNIFORM EQUIPMENT	09/30/2025	78.11	78.11	25238	10/21/2025	925	01025344
	Total 1243:				78.11	78.11				
1295	Shaw Media	0925100852	CREST HILL PAGE	09/30/2025	474.65	474.65	25245	10/21/2025	925	01105321
	Total 1295:				474.65	474.65				
1373	Strand Assoc	0229807	WATER SCADA DESIG	09/12/2025	7,200.00	7,200.00	25246	10/21/2025	925	07065331
		0229899	CORRASION CONTRO	09/12/2025	1,091.83	1,091.83	25246	10/21/2025	925	07065332
		0229900	GPWC RECEIVING ST	09/12/2025	46,730.00	46,730.00	25246	10/21/2025	925	12007602
		0229901	CIPP WM REHABILITAT	09/12/2025	2,224.04	2,224.04	25246	10/21/2025	925	12007602
		0229902	CHEMICAL FEED SYST	09/12/2025	657.62	657.62	25246	10/21/2025	925	07065332
		0229903	CIPP PHASE 1-CE SER	09/12/2025	6,361.32	6,361.32	25246	10/21/2025	925	12007620
		0229904	CATON FARM WM EXT	09/12/2025	2,844.54	2,844.54	25246	10/21/2025	925	12007620
		0229905	PFAS STUDY-STRAND	09/12/2025	1,938.67	1,938.67	25246	10/21/2025	925	07065331
		0229906	ON CALL WAT	09/12/2025	9,971.15	9,971.15	25246	10/21/2025	925	07065330
	Total 1373:				79,019.17	79,019.17				
1379	Suburban La	GA5004695	DRINKING WATER LAB	09/24/2025	299.00	299.00	25223	10/21/2025	925	07065306
		GA5004912	WEST AND EAST NPD	10/01/2025	2,398.00	2,398.00	25223	10/21/2025	925	07085306
	Total 1379:				2,697.00	2,697.00				
1432	Ron Tirapelli	667099	FLEET- UNIT #936 RAD	09/30/2025	18.34	18.34	25241	10/21/2025	925	01075400
		667212	FLEET- UNIT #936 ANT	10/02/2025	146.76	146.76	25241	10/21/2025	925	01075400
		667336	FLEET - UNIT # 932 FR	10/06/2025	240.70	240.70	25241	10/21/2025	925	01075400
		667423	FLEET- UNIT # 938 STE	10/08/2025	243.52	243.52	25241	10/21/2025	925	01075400
		CM#667099	FLEET- UNIT #936 RAD	10/10/2025	18.34-	18.34-	25241	10/21/2025	925	01075400
	Total 1432:				630.98	630.98				
1452	TransUnion	306605-2025	TRANSUNION	10/01/2025	75.00	75.00	25251	10/21/2025	925	01025310
	Total 1452:				75.00	75.00				
1521	USABlueBoo	INV00846116	STP LAB SUPPLIES	10/02/2025	967.15	967.15	25252	10/21/2025	925	07085420
	Total 1521:				967.15	967.15				
1529	Utility Service	633293/6332	ANNUAL WATER TANK	09/01/2025	109,356.91	109,356.91	25253	10/21/2025	925	07065362
		633293/6332	ANNUAL WATER TANK	09/01/2025	53,340.46	53,340.46	25253	10/21/2025	925	07065362
		633293/6332	ANNUAL WATER TANK	09/01/2025	53,258.28	53,258.28	25253	10/21/2025	925	07065362
	Total 1529:				215,955.65	215,955.65				
1549	Verizon Wirel	6124932187	VERIZON WIRELESS S	10/01/2025	36.01	36.01	25254	10/21/2025	925	01065350
		6124932187	VERIZON WIRELESS S	10/01/2025	1,963.64	1,963.64	25254	10/21/2025	925	01105350
		6124932187	VERIZON WIRELESS S	10/01/2025	459.34	459.34	25254	10/21/2025	925	07065350
		6124932187	VERIZON WIRELESS S	10/01/2025	161.31	161.31	25254	10/21/2025	925	07075350
		6124932187	VERIZON WIRELESS S	10/01/2025	161.31	161.31	25254	10/21/2025	925	07085350

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1549:					2,781.61	2,781.61				
1605	Will County R	September 2	WATER LIENS/RELEAS	10/01/2025	1,042.00	1,042.00	25260	10/21/2025	925	01125300
		September 2	WEED LIENS/RELEAS	10/01/2025	624.00	624.00	25260	10/21/2025	925	01115325
Total 1605:					1,666.00	1,666.00				
1694	Nicor 13-03-7	September 2	PW NICOR	10/01/2025	199.46	199.46	25227	10/21/2025	925	01035351
Total 1694:					199.46	199.46				
1713	The Sherwin-	9845-9	PAINT FOR HYDRANT	10/02/2025	146.90	146.90	25249	10/21/2025	925	07065470
Total 1713:					146.90	146.90				
1746	Vestis First Ai	ORD5-01349	EYE WASH STATIONS -	10/09/2025	196.00	196.00	25256	10/21/2025	925	01045400
		ORD5-01349	EYE WASH STATIONS -	10/09/2025	378.25	378.25	25256	10/21/2025	925	01045300
		ORD5-01349	REPLENISH FIRST AID	10/09/2025	74.65	74.65	25256	10/21/2025	925	07085402
		ORD5-01349	EYE WASH STATIONS -	10/09/2025	911.25	911.25	25256	10/21/2025	925	01045300
		ORD5-01349	REPLENISH FIRST AID	10/09/2025	240.62	240.62	25256	10/21/2025	925	01045400
Total 1746:					1,800.77	1,800.77				
1853	Buckeye Pow	PI2002978	WELL 10 GENERATOR	10/14/2025	827.00	827.00	25169	10/21/2025	925	07065300
Total 1853:					827.00	827.00				
1953	Amazon Capi	13GN-JHHG-	SYRINGES	10/08/2025	59.96	59.96	25164	10/21/2025	925	07085420
		13MR-3VM6-	64GB FLASH DRIVES	09/24/2025	39.98	39.98	25164	10/21/2025	925	01025400
		1GCD-DPM6	CHAIR FOR ZOE GATE	09/25/2025	178.88	178.88	25164	10/21/2025	925	01167501
		1GCD-DPM6	WATER FOR CONFER	09/25/2025	14.56	14.56	25164	10/21/2025	925	01165401
		1K36-TMFQ-	PAPER ORGANIZER F	10/07/2025	17.99	17.99	25164	10/21/2025	925	01165401
		1K36-TMFQ-	FILE ORGANIZER FOR	10/07/2025	29.80	29.80	25164	10/21/2025	925	01165401
		1PCT-LJ7T-9	ERASER	10/06/2025	8.95	8.95	25164	10/21/2025	925	01035401
		1PCT-LJ7T-9	LABEL MAKER TAPE	10/06/2025	29.69	29.69	25164	10/21/2025	925	01035401
		1PCT-LJ7T-9	SYRINGES	10/06/2025	14.99	14.99	25164	10/21/2025	925	07085420
		1QNV-7GK1-	BATTERIES	10/01/2025	9.99	9.99	25164	10/21/2025	925	01045401
		1WL6-VPG7-	PAPER PLATES, CUPS,	10/01/2025	102.37	102.37	25164	10/21/2025	925	01025400
		1XMD-6KQ1-	ENVELOPES	10/06/2025	35.36	35.36	25164	10/21/2025	925	01165401
		CM#11WY-T	CALENDAR	10/04/2025	11.47-	11.47-	25164	10/21/2025	925	07065401
		CM#11WY-T	CALENDAR	10/04/2025	11.48-	11.48-	25164	10/21/2025	925	07085401
		CM#1F7L-NL	ADMIN SUPPLIES CRE	10/02/2025	32.99-	32.99-	25164	10/21/2025	925	01105401
		CM#1T9L-Q9	CALENDAR	10/04/2025	22.95-	22.95-	25164	10/21/2025	925	01035401
Total 1953:					463.63	463.63				
1965	Mark Cipiti	IML 2025	IML REIMBURSEMENT	09/20/2025	185.96	185.96	25220	10/21/2025	925	01015342
Total 1965:					185.96	185.96				
1977	AIS Inc	94939	IT LAPTOP, MONITOR,	10/01/2025	10,534.60	10,534.60	25161	10/21/2025	925	01065400
		94940	COLOR PRINTER	10/02/2025	642.29	642.29	25161	10/21/2025	925	07065401
		94981	DATA SERVICES ENDP	10/07/2025	2,377.00	2,377.00	25161	10/21/2025	925	01065301
		95221	DATA SERVICES	10/09/2025	1,492.26	1,492.26	25161	10/21/2025	925	01065301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1977:					15,046.15	15,046.15				
1983	Cornwell Eng	016304-01-0	LAKE MICIGAN CORR	10/09/2025	5,150.00	5,150.00	25184	10/21/2025	925	07065332
Total 1983:					5,150.00	5,150.00				
1992	Vissering Co	WSTP Pay A	WSTP PAY APP 32	09/23/2025	1,379,799.03	1,379,799.03	25257	10/21/2025	925	35007512
Total 1992:					1,379,799.03	1,379,799.03				
2033	Carefree	227152709	IRRIGATION REPAIRS	10/06/2025	976.68	976.68	25171	10/21/2025	925	01045300
Total 2033:					976.68	976.68				
2043	Donald E. Mo	September 2	DONALD MORRIS SER	09/30/2025	2,350.00	2,350.00	25190	10/21/2025	925	01165300
Total 2043:					2,350.00	2,350.00				
2044	Joe Kubal	IML 2025	IML REIMBURSEMENT	09/21/2025	143.80	143.80	25215	10/21/2025	925	01015342
Total 2044:					143.80	143.80				
2071	ComEd 0904	September 2	CITY CENTER STREET	09/29/2025	254.91	254.91	25178	10/21/2025	925	01035351
Total 2071:					254.91	254.91				
2072	Scribes Inc	65304	ATEFA G. NAME TAG &	09/26/2025	63.62	63.62	25244	10/21/2025	925	01105321
Total 2072:					63.62	63.62				
2073	David Strahl	77	HOURS FOR DAVID ST	10/06/2025	3,002.97	3,002.97	25188	10/21/2025	925	01105300
		78	HOURS FOR DAVID ST	10/13/2025	3,709.55	3,709.55	25188	10/21/2025	925	01105300
Total 2073:					6,712.52	6,712.52				
2091	Lenny's Gas	5662	FLEET- SEPTEMBER 2	10/02/2025	88.00	88.00	25204	10/21/2025	925	01075400
Total 2091:					88.00	88.00				
2094	William McCl	18	CITY COUNCIL MEETI	10/06/2025	150.00	150.00	25261	10/21/2025	925	01105300
		18	CITY COUNCIL MEETI	10/06/2025	150.00	150.00	25261	10/21/2025	925	01105300
Total 2094:					300.00	300.00				
2097	Northwestern	29392	STAFF AND COMMAND	09/29/2025	4,600.00	4,600.00	25233	10/21/2025	925	01025341
Total 2097:					4,600.00	4,600.00				
2128	Civic System	INV-06559	SEMI ANNUAL HOSTIN	05/05/2025	4,420.00	4,420.00	25175	10/21/2025	925	11007303
Total 2128:					4,420.00	4,420.00				
2139	Illinois Gate	222536	GATE REPAIR	10/01/2025	280.00	280.00	25212	10/21/2025	925	07085366
Total 2139:					280.00	280.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
2165	TEST Inc and	08252506	ELECTRICAL WORK S	08/25/2025	2,800.00	2,800.00	25248	10/21/2025	925	07065301
		10125200	OPERATOR SERVICES	10/01/2025	6,500.00	6,500.00	25248	10/21/2025	925	07085300
Total 2165:					9,300.00	9,300.00				
2174	Sustainable	101125	MENTZER SERVICES 0	10/11/2025	9,545.00	9,545.00	25247	10/21/2025	925	01165300
Total 2174:					9,545.00	9,545.00				
2183	Jacob Poor	ICC School 9	JAKE POOR TRAINING	09/30/2025	240.00	240.00	25213	10/21/2025	925	01165341
Total 2183:					240.00	240.00				
2190	Scanlon Exc	Oakland Ave	OAKLAND AVENEUE C	10/02/2025	403,689.60	403,689.60	25242	10/21/2025	925	12007620
Total 2190:					403,689.60	403,689.60				
2192	Jamie Malloy	IML 2025	IML REIMBURSEMENT	09/26/2025	253.80	253.80	25214	10/21/2025	925	01015342
Total 2192:					253.80	253.80				
2196	Dependent S	5023	MANADATED DEPEND	09/25/2025	1,125.00	1,125.00	25189	10/21/2025	925	01105300
Total 2196:					1,125.00	1,125.00				
2205	Vivid Outdoor	886 Balance	OUTDOOR LIGHTING	09/09/2025	19,847.54	19,847.54	25258	10/21/2025	925	01108001
Total 2205:					19,847.54	19,847.54				
2210	Grand Prairie	AR-0000000	GPWC MONTHLY INST	09/30/2025	41,866.00	41,866.00	25206	10/21/2025	925	07065332
Total 2210:					41,866.00	41,866.00				
2211	Fox Valley Fir	IN00804816	SEMI ANNUAL INSPEC	09/24/2025	490.00	490.00	25203	10/21/2025	925	01045300
Total 2211:					490.00	490.00				
2215	2025 Drivew	2425 Morinin	PARTIAL DRIVEWAY R	10/02/2025	650.00	650.00	25177	10/21/2025	925	01035300
		2427 Mornin	PARTIAL DRIVEWAY R	10/02/2025	650.00	650.00	25259	10/21/2025	925	01035300
Total 2215:					1,300.00	1,300.00				
2216	American Dia	In Memory of	IN MEMORY OF CHES	10/03/2025	100.00	100.00	25165	10/21/2025	925	01105345
Total 2216:					100.00	100.00				
2217	Boundary Fe	0000253	FENCE REPAIR	09/16/2025	3,573.16	3,573.16	25167	10/21/2025	925	01045360
Total 2217:					3,573.16	3,573.16				
Grand Totals:					3,276,212.13	3,276,212.13				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
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Report Criteria:

Detail report type printed

[Report].Check Issue Date = 10/09/2025,10/21/2025