



City Council Work Session

Crest Hill, IL

November 13, 2023

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- [1.](#) Liquor License Approval-1827 Knapp Drive
- [2.](#) Request to upgrade Police Department Scheduling Program
- [3.](#) Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform Phase A-Site Investigation engineering services for the future Crest Hill Business Park truck route for a not to exceed amount of \$56,180.00
- [4.](#) Emergency Repair-Hillcrest Shopping Center-Fire Line
- [5.](#) Section 15-04-050 Letters of Credit and Other Surety Requirements
6. Discussion About Copy Machines
7. Vacant City Administrator Position
8. Public Comments
9. Mayor's Updates
10. Committee/Liaison Updates
11. City Administrator Updates

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

Agenda Memo**Crest Hill, IL**

Meeting Date: November 13, 2023
Submitter: Raymond R. Soliman R.S.
Department: Mayor's Office
Agenda Item: Liquor License Approval-1827 Knapp Drive

Summary: A Class H restaurant liquor license has been approved for El Primo Mexican Restaurant # 2, 1827 Knapp Drive. Cynthia Mayorga will be present for a meet & greet of the City Council and to answer any questions that you may have.

Recommended Council Action:

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo**Crest Hill, IL**

Meeting Date:	11-13-2023
Submitter:	Chief Edward Clark
Department:	Police Department
Agenda Item:	Request to upgrade Police Department Scheduling Program

Summary: The Police Department purchased a scheduling system called Telestaff from Kronos in 2015. This system is mainly an on-premises program and is on the server at the Police Department. The Police Department is seeking to upgrade the program to a cloud-based system. Kronos is now known as UKG. This step will move us toward our goal of integrating with the Finance Department's Caselle payroll system and streamline the process. The Police Department looks forward to discussing this with the City Council.

Recommended Council Action: Approval of request to upgrade Police Department Scheduling Program.

Financial Impact: **\$4500**

Funding Source: Police Budget

Budgeted Amount: \$1569.00

Cost: \$2751.00

Attachments: D.C. Opiola Memo, UKG Proposal.

TO: Chief Clark
From: DC Opiola
Subject: UKG Proposal
Date: November 7, 2023

Chief Clark,

Attached, you will find the UKG proposal to migrate our on-premise UKG Scheduling program to a cloud-based system.

From the quote, it is an initial migration fee of \$4500.00 which would include the full migration from our current on-premise server to their cloud platform. The annual fee thereafter would be an annual fee of \$4320.00.

We currently pay an annual fee of \$1569.00; a difference of \$2751.00 per year for the upgraded system.

Additionally, any monies left over from our current licensing fee will be credited to us for future professional service calls if needed.

Migrating to the Cloud system gives us up-to-date versions of the software managed by UKG and free access to UKG Community which has online training for their software. The on-premise software has a drop-dead date of 2027.

Additionally, speaking with Finance Director Lisa Banovetz, we feel this migration will upgrade the system to its current capabilities and help streamline Payroll reports for integration with the Caselle system Finance utilizes.

Respectfully Submitted



DC Jason Opiola



Quote#: Q-200831
Expires: 24 Nov, 2023
Sales Executive: Felice Dennison
Effective Date: Effective as of the date of last signature of this Order

ORDER FORM

Order Type: Quote
Date: 26 Oct, 2023

Customer Legal Name:
CREST HILL POLICE DEPARTMENT

Ship To: CREST HILL POLICE DEPARTMENT
1610 PLAINFIELD ROAD
CREST HILL, IL 60403 USA

Customer Legal Address:
1610 PLAINFIELD ROAD, CREST HILL, IL 60403 USA

Bill To: CREST HILL POLICE DEPARTMENT
1610 PLAINFIELD ROAD
CREST HILL, IL 60403 USA

Bill To Contact:

Ship To Contact: Jason Opiola

Ship to Phone: (815) 514-7425
Ship to Mobile:
Contact: Jason Opiola
Email: jopiola@cityofcresthill.com

Currency: USD
Customer PO Number:
Solution ID: 6119755
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	45	USD 8.00	USD 360.00
Total Price			USD 360.00

Professional Services - Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Professional Services - Bill As You Go Services	Billing Role	Quantity	Unit Price	Total Price
TSG Professional Services	Project Manager	5	USD 180.00	USD 900.00
TSG Professional Services	Solution Consultant	8	USD 180.00	USD 1,440.00
TSG Technical Services	Technology Consultant	12	USD 180.00	USD 2,160.00
Total Price				USD 4,500.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 360.00

Item	Total Price
Total Bill As You Go Services	USD 4,500.00

Order Notes:

This Order is entered into between Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated), subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and UKG Kronos Systems LLC (as the "Contractor"), as amended ("Contract #18220"). The TeleStaff Cloud Software Application as listed on this Order as subject to the Sections A and K of Contract #18220).

The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

The parties agree that Customer is transitioning from their existing TeleStaff perpetual software licenses (the "Existing Applications") to the TeleStaff Cloud software as a service offering in the Google Cloud Platform. Software Support for the Existing Applications shall continue, in accordance with UKG support policies, for up to 60 days after first production use of TeleStaff Cloud by Customer, but in no event beyond December 31, 2025, and shall terminate thereafter. UKG Telestaff Cloud Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused fees for Software Support for the Existing Applications. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall continue to pay the Software Support on the Existing Applications until the Billing Start Date.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CREST HILL POLICE DEPARTMENT	UKG Kronos Systems LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>	

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

UKG Statement of Work for CREST HILL POLICE DEPARTMENT

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the Professional Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are time and materials and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

1. Professional Services in Scope

The Customer has engaged UKG to provide the following Professional Services:

Service	Description
Purpose	This SOW provides for a move of the UKG TeleStaff environment to Google cloud. A Version Upgrade is not required and is not included.
Move to Cloud Service Scope	UKG will provide: <ul style="list-style-type: none"> • (1) hour Introduction Call • (1) hour Cloud overview Call • Installation of UKG TeleStaff (1) PROD and (1) DEV • (2) hour System Overview Call • (2) hours of testing support • (2) hours of go live support

2. Service Parameters

The following parameters provide an additional set of considerations as it applies to the Project and Professional Services described in this document:

Item	Parameters
Project Assumptions	<ul style="list-style-type: none"> • The target duration for this project is 8 working weeks. • All services will be delivered remotely. • Customer is responsible for migration of the database to MS SQL prior to the move to cloud if database is not currently MS SQL. • Move to cloud does not include customizations, configuration changes, new features or functionality, other than what is required to facilitate the move to cloud. • Customer is responsible for testing the cloud database, not to exceed a (4) week time period and should mimic current end to end persona-based tasks. • The project will be closed after eight weeks if customer testing stalls and forward progress toward go live on the cloud database ceases.
Scope Changes and Pricing	<ul style="list-style-type: none"> • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project duration and cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. • If the Customer requires services not specified in this SOW, those services will be scoped based upon complexity and billed at the then current rate. • UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG. • UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the Subscription Service(s) beyond what is provided by the delivered Subscription Service(s). Additional fees will apply if customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization. • UKG's quoted pricing does not include the Excluded Items set out in this SOW
Customer Tasks and Communication	<ul style="list-style-type: none"> • Both UKG and the Customer's project team will complete assigned tasks by mutually agreed upon due dates as set forth in the project plan. UKG will not be responsible for delays caused by the Customer's failure to provide adequate resources for the project or complete tasks promptly. • UKG will communicate with the Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project

Item	Parameters
	<p>management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.</p> <ul style="list-style-type: none"> All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred.

3. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):

- Material changes in the defined scope or effort
- Material changes in the number or type of work items to meet the defined scope of effort
- Changes to the project remote delivery model
- Changes to the project duration

UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by the Customer.



Agenda Memo

Crest Hill, IL

Meeting Date:	November 13, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Crest Hill Business Park Alternative Truck Route-Phase A-Site Investigation-\$56,180.00.

Summary: Engineering would like to proceed with collecting survey information for the future Crest Hill Business Park truck route. Since we do not own all the property and some of the property owners might not give us permission to access their property to perform a conventional survey. I am suggesting using a combination of a conventional survey, a drone and Will county survey information. Due to this area being relatively flat this will provide information good enough to determine an alignment and profile and right of way needs which are the next steps in determining the impacts of a new road.

The best time to fly the drone and collect survey information is between January-April when crops are not present.

I would like to get them started this winter for the work described under Phase A-Site Investigation of the attached proposal from Christopher Burke (\$56,180.00).

This work will be paid out of the fund balance and reimbursed once we receive the funds next year when Midwest Industrial Funds are paid to the city based on the executed agreement, dated July 2023..

The work described in Phase B which has the following scope of work:

- Provide additional concept drawing on how the intersections of Division & Enterprise and Lidice & Enterprise will function.
- Prepare additional alignment concepts for the new roadway from Enterprise to Weber.
- Prepare alignment and profile plans up to a 30% design level.
- Determine Right of way requirements.

Phase B scope of work will be brought back to council sometime in mid-2024 for approval to move forward with this work.

Recommended Council Action: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform Phase A-Site Investigation engineering services for the future Crest Hill Business Park truck route for a not to exceed amount of \$56,180.00.

Financial Impact:

Funding Source: GF (Fund Balance) To be Reimbursed Once Payment Received from Midwest per executed agreement.

Budgeted Amount: n/a

Cost: \$56,180.00

Attachments: Crest Hill Business Park Preliminary Engineering.102323.pdf



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 6, 2023

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

Attention: Ron Wiedeman, City Engineer

Subject: Proposal for Professional Preliminary Engineering Services
Crest Hill Business Park Alternative Truck Route
Crest Hill, Illinois

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

UNDERSTANDING OF THE ASSIGNMENT

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

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

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

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

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

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

SCOPE OF SERVICES

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

PHASE A – SITE INVESTIGATION

Task 1 – Data Collection: This task includes collecting, examining, reviewing, and evaluating data to be utilized for during the preliminary engineering effort, including but not limited to the compilation and review of the following base information:

- Previous project information
- Utility Atlases
- Available GIS Data
- Record Roadway Plans
- Existing Right-of-Way information (Plats)
- Survey Benchmarks
- Prior studies
- Crash Data (5 years)
- All other information necessary

This task also includes composition of all GIS data for use in Microstation, site visits, field verification of topographic survey, photo documentation of the site, review of project documents and reports and existing sign survey. Crash data will be tabulated by year and summary GIS exhibits prepared using available IDOT data.

Additionally, up to two (2) site visits will be conducted to gather existing site data and confirm existing access/intersection control.

Task 2 – Topographic and Boundary Survey: Topographic survey utilizing conventional and drone methods will be conducted for the project study area by SPACECO. SPACECO will also perform a boundary survey to identify the location of property lines within the project area. SPACECO's detailed scope of work for this task is enclosed. The survey work will be developed for use in Microstation v8i.

Please note that drone survey work should commence between the months of January through April so that crop vegetation is not a hinderance. Permission to physically access all properties that are to be included in the surveyed area must be obtained by the City prior to the commencement of surveying work.

Preparation of Plat of Highway and Legal Descriptions are not included within this scope of work.

Due to the anticipated inability to access all properties in the study area, CBEL will merge SPACECO's survey with Will County topography and create a project TIN that includes both surveyed and Will County data for use in developing the preliminary design.

Task 3 – JULIE Utility Survey: SPACECO will coordinate with utility owners and with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. SPACECO will compile all utility atlas information into the base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client. Locations of existing utilities/improvements/systems shown on the base map will be the compilation of available utility plans provided by utility owners and JULIE utility coordination.

Task 4 – Desktop Environmental Assessment: This task includes performing desktop environmental data collection for wetlands, waters of the U.S., floodplains, floodways, historic properties, and other information publicly available. No environmental fields surveys (including drain tile surveys) will be performed, and an Environmental Survey Request/EcoCAT will not be prepared and submitted to IDOT/IDNR. Environmental database summary exhibits will be completed in GIS and will be used to inform the project team during alternative development to factor in potential impacts to environmental resources.

PHASE B – PRELIMINARY DESIGN

Note: CBBEL will not commence on Phase B tasks without specific direction from the City.

Task 5 – Preliminary Intersection Design: This task includes preliminary design and layout of the Division Street/Churnovic Lane and Weber Road/Crest Hill Drive signalized intersections, as well as Lidice Parkway/Enterprise Drive and New Roadway/Weber Road (1/4 mile north of Crest Hill Drive). The recommendations from the February 16, 2022, Crest Hill Business Park Traffic Study will be utilized. The following improvements are anticipated:

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

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

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

Task 6 – Concept Alternative Design (15%): This task includes preparation of up to four (4) concept roadway alternatives.

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

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

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

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

Task 7 – Preliminary Roadway Design (30%): This task includes the preparation of preliminary roadway design for the selected concept design alternative carried forward from Task 6. It is anticipated that two design submittals will be made to the City following the initial concept design submittal. City design standards along with IDOT Bureau of Local Roads & Streets design guidelines will be utilized.

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

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

Task 8 – Preliminary Stormwater Management Design: This task includes preparation of preliminary stormwater management design for the selected concept design alternative carried forward from Task 6.

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

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

Task 9 – Agency/Stakeholder Coordination: This task will include coordination with project stakeholders, including City staff, Will County, and other agencies as directed by the City. This task includes preparation of meetings agendas and meeting summaries for agency coordination meetings.

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

No formal public engagement activities are included.

Task 10 – Project Design Report: A draft Project Design Report will be prepared for submittal to the City for review. A narrative report will be prepared summarizing the purpose, existing conditions, alternatives considered, preferred alternative design, and conclusion/next steps. This task also includes preparation of supporting materials and compilation of necessary attachments. Attachments are anticipated to include Location Map, Typical Sections, Traffic Data, Proposed Improvement Plans, Capacity/Queue Analysis, Crash Analysis, Drainage, Environmental Assessment, Engineers Estimate of Cost, and Coordination.

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

Task 11 – Project Administration and Management: This task includes overall project administration and management, as well as implementation of CBBEL's Quality Assurance plan for preliminary engineering. Project administration includes the day-to-day work effort on the project to ensure an efficient project development process including work force

allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

Direct Costs

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

ESTIMATE OF FEE

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

<u>Task</u>	<u>Fee</u>
PHASE A – SITE INVESTIGATION	
Task 1 – Data Collection	\$ 9,080
Task 2 – Topographic and Boundary Survey	\$ 36,220
Task 3 – JULIE Utility Survey	\$ 2,800
Task 4 – Desktop Environmental Assessment	\$ 7,830
Direct Costs	\$ 250
Subtotal – Phase A \$ 56,180	
PHASE B – PRELIMINARY DESIGN*	
Task 5 – Preliminary Intersection Design	\$ 41,830
Task 6 – Concept Alternative Design (15%)	\$ 40,740
Task 7 – Preliminary Roadway Design (30%)	\$ 54,120
Task 8 – Preliminary Stormwater Management Design	\$ 12,030
Task 9 – Agency/Stakeholder Coordination	\$ 34,120
Task 10 – Project Design Report	\$ 11,480
Task 11 – Project Administration and Management	\$ 18,480
Direct Costs	\$ 750
Subtotal – Phase B \$ 213,550	

TOTAL NOT-TO-EXCEED FEE: \$ 269,730

**Phase B tasks will not commence without specific direction from the City.*

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,

A handwritten signature in green ink, appearing to read 'MK', with a long horizontal stroke extending to the right.

Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Memo

Crest Hill, IL

Meeting Date:	November 13, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Emergency Repair-Hillcrest Shopping Center-Fire Line

Summary: This work was completed under emergency once it was determined that the water supply to an existing fire line for the southern group of buildings adjacent to Theodore (Bakery, Cricket, City Sports, and Pawn Shop) had been eliminated and they could not stay open for business with the line being out of service. Therefore, after discussion with the city administrator, I informed the contractor working for the owners of Hillcrest Shopping Mall to correct this situation immediately.

The water supply that provided water to this fire line was accidentally eliminated based on the information available and existing water main atlas information provided to the contractor and design engineer by the city.

During the decommissioning of the old water main, it was found that the fire line to these business did not have any water. After some investigation it was determined this line had some unknown connection into the existing water main system. It was quickly determined that just extending a small length of water main from the new water main would solve the problem, so the work was authorized and completed by the contractor performing the work for the owner of Hillcrest Shopping Center and under the supervision of the Engineering and Public Works Department.

Recommended Council Action: To formally approve work completed under an emergency to tie an existing fire line to the new water main installed as part of the Hillcrest Water Main project for the amount of \$18,735.67.

Financial Impact:

Funding Source: Water (07-06-5430)

Budgeted Amount: \$162,500.00

Cost: \$18,735.67

Total Budget amount spent to date: \$79,955.63.

Attachments:

Invoice 23220-Fire Service Main w attach.pdf

Construction Solutions

of Illinois, Inc.

Office: 708-239-0001

Fax: 708-239-0006

INVOICE #23220

10-26-23

TO: Mr. Ronald J. Wiedeman, P.E.
City Engineer
City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

RE: Water Main Extension Project
Hillcrest Shopping Center
Crest Hill, IL 60403

Provide reconnection of existing 6" Fire Sprinkler water main. Provide 40' of new 6" DIP, tapping sleeve, valve, valve box, mega-lug kits, spoils haul off, and stone trench backfill, and all required labor.

Crossroads Services: \$17,032.43
CSI -Construction Engineering Services: \$1,703.24

TOTAL DUE: \$18,735.67

5920 LYNWOOD DRIVE • OAK LAWN, ILLINOIS 60453

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Crossroads Services, Inc.

234 South Lindberg Street
Griffith, IN 46319

Invoice

Date	Invoice #
7/19/2023	23-042413

Bill To
Construction Solutions of Illinois, Inc 5920 Lynwood Drive Oak Lawn, IL. 60453

Job Location
Hillcrest Shopping Center Water Main Extention 1701 N. Larkin Ave. Cresthill, Illinois 60403

Terms	Due Date
	7/19/2023

Description	Qty	Rate	Amount
Reconnection of Fire Services at Building	1	17,032.43	17,032.43
		Total	\$17,032.43
		Payments/Credits	\$0.00
		Balance Due	\$17,032.43

Phone #	Fax #	E-mail
219-972-3631	866-411-4495	tim@crossroadsservices.net

August 3, 2023

Construction Solutions of Illinois
 5920 Lynwood Dr.
 Oak Lawn, IL 60453

RE: Water Main Extension -
 Hillcrest Shopping Center
 1701 N. Larkin Ave.
 Crest Hill, IL

Change Order Request for Reconnecting Fire Service

We encountered a 6" service line that was identified to be the fire service line for the building. Before entering the building, there is a 2" service that was also encountered. (2) 1" service lines are fed off of this 2" line. Proposed Fix: Disconnect the 2" service line from the 6" line and cap at the main. Extend new service lines from the new 8" main to serve the two end units, reconnecting the two 1" services. Remove fittings at the bend in the 6" fire line and provide new 6" DIP South to the newly installed 8" main. Connect to 8" main with pressure tap, valve, and box. Cap and abandon existing 6" fire line West of the new fitting.

Extras- Fire Service

6" DI Water Main	40.00	lf.	@	\$32.00	per foot	\$1,280.00
8"x6"x8" SS Tapping Sleeve, Valve, and Valve Box	1.00	ea.	@	\$3,639.55	each	\$3,639.55
6" DI Solid Sleeve	1.00	ea.	@	\$598.20	each	\$598.20
6" Megalug Kits	3.00	ea.	@	\$107.55	each	\$322.65
Labor for Hot Tap, Valve, And Reconnection of Existing Service	8.00	hr.	@	\$980.84	per hour	\$7,846.72
Asphalt Haul Off for 30' of additional watermain	1.00	lds.	@	\$298.75	per load	\$298.75
Spoil Haul Off for 30' of additional watermain	2.00	lds.	@	\$298.75	per load	\$597.50
Stone Trench Backfill for 30' of additional watermain	34.00	tons	@	\$26.49	per ton	<u>\$900.66</u>
Extras Subtotal:						\$15,484.03

COR RECAP

COR Subtotal Extras:	\$15,484.03
10% O, H & P	<u>\$1,548.40</u>
COR Grand Total Extra:	\$17,032.43

Sewer Crew Hourly Rate

John Deere 270C Excavator	\$361.02	Per Hour
938G Wheel Loader	\$297.82	Per Hour
Laborer with Service Truck	\$178.25	Per Hour
Laborer	<u>\$143.75</u>	Per Hour
Sewer Crew Labor Hourly Rate Total:	\$980.84	Per Hour



Agenda Memo

Crest Hill, IL

Meeting Date:	November 13, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Section 15-04-050 Letters of Credit and Other Surety Requirements

Summary: Attached is a reline version of Section 15.04.050 Letters of Credit and Other Surety Requirements where staff is recommending changes to this section of the city ordinance to make it more in line on how project guarantee and project warranties are currently being handled. The changes are as follows:

- Deletion of a surety bond to be used as a project guarantee or warranty.
- Revise ordinance from having the Clerk to the City Engineer on who is holding the Surety paperwork.
- Updated the section on As-built plans to provide final plans on a flash drive or other approved medium and 2 pdf copies of the drawing [1 full size and 1 11x17].
- Minor general clean up of typos and consistency issues.

Staff recommends forward with the changes as presented.

Recommended Council Action: An Ordinance amending Title 15 Building and Construction, Chapter 15.04.050 Letter of Credit and Other Surety Requirements of the City of Crest Hill code of ordinances to revise Section 15.05.050.

Financial Impact:

Funding Source: n/a

Budgeted Amount: n/a

Cost Approved to Date: n/a

Attachments:

15.04.050 Letters of Credit(redline).pdf

§ 15.04.050 LETTERS OF CREDIT AND OTHER SURETY REQUIREMENTS.

(A) *Definitions.* For purposes of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PROJECT GUARANTEE. An irrevocable letter of credit, ~~surety bond~~, or letter of commitment issued by a bank, savings and loan association, ~~or other city approved source surety or insurance company~~ as may be designated by the City of Crest Hill ("city") in a format adopted by the city and approved by the City Attorney and payable to the City of Crest Hill, sufficient to cover 125% of the cost of the public improvements as estimated by the applicant's engineer employed by the subdivider and approved by the City Engineer to assure the satisfactory and complete installation of improvements as set forth in the city's ordinances, rules and regulations and as contained in the approved improvement plans and specifications. The additional 25% shall cover, but not ~~be~~ limited to contingencies, maintenance of improvements, and the abatement of construction nuisance and soil erosion and sediment control during the period prior to acceptance of the improvements. The irrevocable letter of credit, ~~surety bond~~, or letter of commitment shall be secured from a bank, savings and loan association, ~~or other city approved source surety or insurance company~~ authorized to issue such instruments in the State of Illinois and as approved by the city.

PROJECT WARRANTY. An irrevocable letter of credit, ~~surety bond~~, or letter of commitment issued by a bank, savings and loan association, ~~or other city approved sourcesurety or insurance company~~, the security of which shall be designated by the city in a format adopted by the city and approved by the City Attorney and payable to the city in an amount equal to 20% of the original cost estimates of the improvements to warrant the integrity of the improvements completed for a period of two years after date of final acceptance of the subdivision or planned unit development. The irrevocable letter of credit shall be secured from a bank authorized to issue such instruments in the State of Illinois and approved by the city. All other ~~surety bonds~~, letters of commitment or other security documents relating to the project warranty must be authorized and approved by the city from a company authorized to engage in business in the State of Illinois.

(B) *Project guarantee.*

(1) The applicant shall post with the Building Commissioner, a project guarantee prior to the commencement of construction. Said project guarantee shall also receive the approval of the ~~Ceity~~ City Engineer prior to becoming effective. Said guarantee shall then be conveyed by the Building Commissioner to the City ~~Engineer Clerk~~ for maintaining the same in such City ~~Engineer's Clerk's~~ possession throughout the time provided for herein.

(2) The project guarantee shall be based on the City Engineer approved applicant engineer's estimate of cost of public improvements to be constructed, and shall include, but not be limited to, the cost of right-of-way improvements, curb and gutter, roadway base, binder and surface course, bike paths, sidewalks, street name and traffic control signs, striping, streetlights and associated electrical work, earthwork and mass grading, including associated stockpiling, hauling and respreading, retaining walls, fine grading where the overland flow route traverses properties of separate ownership, storm sewers, culverts, manholes, catch basins, inlets and grates, grading of overflow swales through the project, stormwater detention facilities, including outlet control facilities, the cost of protection and

repair of existing field tiles, sanitary sewer and/or water main extensions, fire hydrants, valves, manholes, lift stations, force mains and all other appurtenances, parkway trees, erosion and sediment control, temporary seeding and other measures for stabilization of the site, including the detention facilities, stake-out of all lots with iron pipe at all lot corners, and the cost of required offsite improvements, including ground surface restoration.

(C) *Default.*

(1) If the improvements have not been completed in accordance with the approved improvement plans and construction specifications, or any of the improvements have not been completed within the time frame prescribed in the city's subdivision ordinances or as otherwise may be set forth in an agreement between owner, developer or subdivider, the subdivision guarantee shall be considered in default and may be foreclosed upon, drawn upon, or claims made or otherwise asserted by the city. In the event of default and a foreclosure, draw down, or claims made, funds will be drawn from the bank, savings and loan, surety or insurance company issuing the project guarantee to complete the construction and installation of the improvements.

(2) An administrative fee that reflects the city's actual costs associated with preparing bid documents, preparing, and administering a contract for the work to be completed, and associated legal fees, shall be added to the actual construction cost incurred by the city to complete the improvements. This fee shall be withdrawn directly from the funds included in the project guarantee.

(D) *Release of security requirement.* The project guarantee may be released by formal approval by the City Council upon receipt of the following items by the City Engineer, Building Commissioner, or other city official, as is appropriate, at least 30 days prior to the expected response from the city. The city will endeavor to review such requests within 30 days after receipt of the same by the appropriate party to whom the owner, subdivider or developer is directed. Such 30-day period shall toll if the owner, subdivider, or developer has not provided the appropriate information requested by the city.

(1) A letter from the applicant's engineer stating that they have inspected the project, and all improvements are complete per the plans and specifications.

(2) ~~Five sets of "As-built" drawings of the project improvements, certified by the applicant's engineer, and two electronic copies of said drawings in AutoCAD format, provided on a flash drive or other approved medium and 2 pdf copies of said drawing [1 full size and 1- 11x17].~~

(3) A letter recommending acceptance of all public infrastructure (streets, drainage facilities, sanitary sewer and water distribution facilities, recreational facilities, and other appurtenant items) by the City Engineer.

(4) A letter of acceptance of improvements on other lands by the owner of such property (where applicable).

(E) *Redemption of security requirement.* The project guarantee may be amended to reflect a reduced amount, provided the partial improvements are acknowledged in writing by the City Engineer and Building Commissioner, and approved by the City Council. The following

items shall be submitted at least 30 days prior to the expected response from the city. The city will endeavor to review such requests within 30 days.

(1) Confirmation that all fees required of the applicant by ordinance have been paid in full and that applicant's account with the city is in good standing.

(2) A written request and a revised current estimate of the cost to complete the work shall be submitted by the applicant's engineer to the Building Commissioner. The revised estimate shall show all the original estimated items with the appropriate items reduced or showing a zero balance.

(3) Twenty-five percent of the original cost estimate shall be added to the revised estimate to determine the amount of the amended project guarantee.

(4) The project guarantee shall never be reduced below 25% of the original estimated cost of improvements or the cost of uncompleted work plus 25% as determined by the City Engineer. If, in the opinion of the City Engineer, the current amount of the project guarantee is not adequate to cover the cost of the uncompleted work, the project guarantee shall be amended to reflect an increased amount.

(5) The revised estimate shall be accompanied by a letter from the applicant's engineer stating that they have inspected the project and all improvements being reduced or showing a zero balance are installed per the plans and specifications.

(6) Reduction of project guarantee does not imply acceptance of those improvements included in that reduction; acceptance of improvements does not occur until all improvements are complete and inspected by city, and project guarantee is released by the City Council as outlined in division (D) above.

(F) *As-built plans.* After completion of all public improvements, and at least 30 days prior to the final acceptance of the project, the applicant shall make, or cause to be made, a map showing the actual location and elevation of all valves, manholes, stubs, sewer and water mains, storm sewer with rim and invert elevations, elevation of overflow routes in critical locations, street lights and wiring, storm sewers, centerline of roadways, ditches, overflow routes, detention/retention basins, and such other facilities as the Building commissioner shall require. This map shall be submitted to scale on five paper copies as well as two copies in a digital form utilizing the latest version of AutoCAD, or other software approved by the City of Crest Hill, and Hill and shall bear the signature and seal of an Illinois registered professional engineer. The presentation of this map shall be a condition of final acceptance of the improvements, and release of the Project Guarantee assuring their completion.

(G) *Acceptance of dedication of improvements.*

(1) (a) The applicant shall be responsible for the maintenance and upkeep of all public areas and improvements until the improvements receive written approval by the Engineer and Building Commissioner and final acceptance by the City Council. The applicant is solely responsible for:

1. Maintaining all improvements;

2. Keeping all public ways, sewers, and drains free from soil, debris and trash;
3. Installing and maintaining appropriate erosion control measures; and
4. Providing for snow removal on all streets within the subdivision.

(b) If the applicant does not promptly remove snow or perform other maintenance, the city may clear snow or perform other maintenance activities and submit the invoice for this work to the applicant for payment. If the applicant does not pay this invoice, the project guarantee may be utilized to pay these costs.

(2) Final acceptance of the dedication of an open space or other public area, including ~~right-of-ways~~rights-of-way, shall be after any and all improvements are completed, receive written approval and recommendation by the City Engineer and Building Commissioner, and are formally accepted by the City Council.

(3) Approval of the final plat shall be dependent on presentation of proof of responsibility for the maintenance of all community improvements within such plat or project including but not limited to swimming pools, tennis courts, tot lots, clubhouses and all accessories and amenities related solely to the development itself as identified during the preliminary and final plat and engineering processes.

(4) The final surface course cannot be initiated until a minimum of 12 months from the time the curb and gutter, roadway base course and roadway binder course have been completed or until such time that at least 80% of the phase or unit is built-out, ~~;~~ whichever time period is longer, but shall not exceed 30 months under any circumstances unless approved in advance by the city.

(5) Construction of all improvements covered by this section must be completed within three years from the approval date of the final plat by the City Council unless good cause can be shown for granting an extension of time. Phasing of large developments is encouraged so that projects can be completed in three years. Project completion shall include the final lift of asphalt and sidewalks for every lot.

(6) A project warranty must be provided in exchange for final acceptance, at which time the project guarantee may be released.

(H) *Project warranty.*

(1) The applicant shall post a project warranty with the City Clerk after final acceptance of the public improvements in the amount of 20% of the amount provided for the improvements accepted. The project warranty shall be for a period of two years. Such project warranty shall not require any performance or additional improvements not contained in and specified under the provisions of the original project guarantee.

(2) The project warranty shall be used to replace any faulty materials or workmanship not discernible at the time of final inspection or acceptance by the city and warrant the integrity of the improvements for two years following the final acceptance of the project.

(3) The applicant shall request in writing an inspection of the improvements by the city approximately 18 months after final acceptance. The applicant shall then proceed to perform any warranted corrective work at least 30 days prior to the two-year expiration date of the project warranty.

(I) *Extending terms of letter of credit.* No letter of credit may be approved by the City of Crest Hill, nor submitted to it by the owners, developers, builders, or subdividers of any project requiring a letter of credit unless the following language is contained therein:

It the public works, public improvements or other work covering by this Letter of Credit have not been completed prior to the expiration date of this Letter of Credit, the City of Crest Hill shall have the option upon written notice given not less than ten (10) days before the termination of this Letter of Credit, seeking to extend the Letter of Credit for an additional period of not more than one (1) year of making written demand upon us pursuant to the provisions of this Letter of Credit.

(Ord. 1512, passed 12-7-09)