



City Council Work Session

Crest Hill, IL

September 22, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

1. A Resolution approving an Engineering Design Agreement for Caton Farm Rd 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.
2. Discussion and Direction on Liquor License Hour Adjustments
3. Projector Project – Council Chamber
4. Consent Agenda Discussion
5. Public Comments
6. Mayor's Updates
7. Committee/Liaison Updates
8. 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:	September 22, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving an Engineering Design Agreement for Caton Farm Rd 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.

Summary: Every two year the city is responsible for performing structure inspections on all bridge or large culverts under the responsibility of the city. The following are the required structures within the city that require structure inspections.

- Caton Farm Rd Over the CN Railroad (Formally EJ&E)
- Gaylord Road Over Rock Run Creek

This year's report prepared by Christopher Burke Engineering (CBBEL) outlined a suggested scope of work for the Caton Farm Rd Over the CN Railroad structure (see attached 2025 bridge inspection report).

There have been no significant changes to the condition of the bridge since the last inspection, but maintenance is required. Parts of the bridge like the deck and bearing are in fair condition while the joints are in poor condition. While, the bridge superstructure and substructure are in good conditions some repairs are noted in the inspection report.

In order to keep this bridge in satisfactory condition the next few years are the best time to perform work while the repair costs are the most economical. Below is a list of suggested repairs:

- Remove and replace bridge approach slabs.
- Remove and replace bridge joints.
- Install a latex concrete overlay on the bridge deck.
- Perform bridge deck patching.
- Clean the existing abutment bearing and encase them in concrete since they are all fixed bearing.

- Perform epoxy crack injections repairs and formed concrete repairs in the existing abutments.
- Perform polymer modified cement mortar repairs on beams as needed.
- Replace bridge approaches.
- Minor roadway, curb and gutter and sidewalk removal and replacement.
- Upgrade damaged or old guard rail.

The Engineering Department reached out to CBBEL, the consultant who performed the structure inspections and requested a proposal to complete the design plans for the work listed above. The proposal anticipates that two separate contracts will be completed. Contract 1 will be superstructure and substructure work which will not require any full-time lane closers and contract 2 will be bridge deck and roadway work. Contract 2 will require either a detour or temporary one-way traffic signal.

The current schedule will have contract 1 ready by April 2026 and contract 2 by early 2027. Railroad coordination will take time so starting the work as soon as possible will put us in a position to repair, if the City has funding available next year and in 2027.

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional design services for the work discussed above.

These services will include the following:

- Field Reconnaissance and Documentation.
- Pre-final Plans and Specifications and Estimate (90%).
- Final Plans and Specifications and Estimate (100%).
- Railroad Coordination.
- 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:

A Resolution approving an Engineering Design Agreement for Caton Farm Rd 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.

Financial Impact:

Funding Source: MFT Fund

Budgeted Amount: \$93,750.00

Cost: \$79,650.00

Attachments:

Resolution-Caton Farm Bridge Repairs

Exhibit A-BLR 05530_Caton Farm Bridge Repairs Final Proposal

Crest Hill 2025 Bridge Inspection Report

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ENGINEERING DESIGN AGREEMENT FOR
CATON FARM RD 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**

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 Professional Design Services, for the Caton Farm Rd Over CN Railroad formally EJ&E) Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Caton Farm Rd Over CN Railroad (formally EJ&E) Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$79,650.00 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 15THST DAY SEPTEMBER, 2025.

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

APPROVED THIS 15TH DAY OF SEPTEMBER 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Agreement For Agreement Type
Using Federal Funds? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Crest Hill	Will	25-00061-00-BR	
Project Number	Contact Name	Phone Number	Email
	Ron Wiedeman, PE	(815) 741-5122	rwiedeman@cityofcresthill.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Caton Farm Road	FAU 0292	0.06 mi	099-6203
Location Termini			
at EJ&E Railroad			
Add Location			
Remove Location			

Project Description
Design Engineering of bridge repairs and related adjacent road work.

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other
Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng., Ltd.	Bryan Welch, PE	(815) 770-2850	bwelch@cbbel.com
Address	City	State	Zip Code
16221 W. 159th Street, Suite 201	Lockport	IL	60441

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER.

shall be due and payable to the ENGINEER.

Item 1.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$79,650.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted. Item 1.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
- (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng., Ltd.	36-3468939	\$79,650.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$79,650.00
Total for all work		\$79,650.00

AGREEMENT SIGNATURES**Item 1.**

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Crest Hill

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Crest Hill

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Christopher B. Burke Eng., Ltd.

By (Signature & Date)

--

Title

--

By (Signature & Date)

--

Title

President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	Item 1.
Crest Hill	Christopher B. Burke Eng., Ltd.	Will	25-00061-00-BR	

EXHIBIT A

SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	Item 1.
Crest Hill	Christopher B. Burke Eng., Ltd.	Will	25-00061-00-BR	

EXHIBIT B

PROJECT SCHEDULE

Notice to Proceed: September 2025

Design Complete: April 2026

Advertise for Bid: May 2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	Item 1.
Crest Hill	Christopher B. Burke Eng., Ltd.	Will	25-00061-00-BR	

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria		Weighting
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 13, 2025

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Proposal for Professional Engineering Services
Bridge Repairs – Caton Farm Road Bridge over EJ&E RR
IDOT Section No. 25-00061-00-BR

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal to prepare bridge repair plans for the Caton Farm Road bridge over the EJ&E Railroad (SN 099-6203). This proposal includes our Understanding of the Assignment, Scope of Services and Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the City of Crest Hill (City) desires for CBBEL to prepare plans, specifications and cost estimate, provide railroad coordination, and provide bidding assistance to facilitate construction of bridge repair recommendations originating from the routine inspection of the Caton Farm Road bridge over the EJ&E Railroad on May 22, 2025. Following the inspection, several repairs were recommended:

- Remove and replace bridge approach slabs.
- Remove and replace bridge joints.
- Install a latex concrete overlay on the bridge deck, including partial depth deck slab repairs as needed. This would likely entail scarifying the deck $\frac{3}{4}$ " and then installing a 2 $\frac{1}{4}$ " overlay.
- Clean the existing abutment bearings and encase them in concrete. Note that the abutment bearings are all fixed bearings.
- Perform epoxy crack injection repairs and formed concrete repairs on the abutments as needed.
- Perform polymer modified cement mortar repairs on beams as needed.

- Perform additional approach work as required, including minor roadway removal and replacement, sidewalk removal and replacement, curb and gutter removal and replacement, and guardrail removal and replacement.

CBBEL also understands that the City plans for the work to be designed, bid, and constructed as two separate contracts. One contract will include work on the bridge substructure, and the other contract will include at-grade work such as bridge deck repairs, joint repairs, and approach slab repairs. The City anticipates utilizing MFT funding for both engineering and construction costs.

SCHEDULE

The substructure repairs are anticipated to be completed during the 2026 construction season, with the remaining improvements taking place in 2027. CBBEL anticipates completing the work outlined in this proposal by April 2026 with the first bid package being advertised for bid in May 2026 for construction in Summer 2026.

SCOPE OF SERVICES

The following tasks will be required to perform this work.

Task 1 – Field Reconnaissance and Documentation: This task will involve a field visit to the bridge to document existing conditions and gain a thorough understanding of the project site. CBBEL will perform chain dragging on the existing bridge deck to determine if any additional areas on the deck will require partial depth patching during the installation of the overlay.

Task 2 – Pre-Final Plans, Specifications and Estimate (90%): CBBEL will prepare pre-final plans, specifications, and cost estimate for up to two (2) separate bid packages as described in the Understanding of the Assignment. This task will include preparation of the following sheets in accordance with City and IDOT design criteria:

- Cover Sheet
- General Notes / Summary of Quantities
- Removal Plan (Civil)
- Proposed Plan (Civil)
- Erosion Control Plan and Details – 2 Sheets
- Detour Plan/Maintenance of Traffic – 2 Sheets
- Pavement Striping
- Construction Details
- Structural General Plan and Elevation
- Structural Notes and Bill of Materials
- Structural Joint Replacement Plans – 3 Sheets
- Structural Approach Slab Replacement Plans – 2 Sheets
- Structural Deck Overlay Sections
- Structural Deck Patching Plan
- Structural Abutment Repair Sheet
- Structural Bearing Details

CBBEL will use IDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the City and any review agencies for review.

It is anticipated that the road will need to be partially closed (one lane open) during construction of the substructure repairs and will need to be fully closed during the at-grade work. CBBEL will coordinate the proposed detour with the City, with the intent that the work will take place during the summer when school is not in session. This task assumes that IDOT Highway Standards will be implemented for maintenance of traffic and that a project-specific maintenance of traffic plan will not be required.

The plans, specifications and cost estimate for both bid packages will be submitted to the City for review and comment. Given the nature of the repair work, conflicts with public and private utilities are not anticipated and a detailed utility coordination effort is not included.

Task 3 – Final Plans, Specifications and Estimate (100%): CBBEL will address and incorporate all City review comments into the final plans, specifications and cost estimate. Final estimates of cost and estimates of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the City in electronic format (CAD and PDF).

CBBEL will provide final reproducible drawings and specifications to be issued electronically to prospective bidders for both bid packages.

Task 4 – Coordination with Railroad: CBBEL will coordinate the proposed work with the EJ&E Railroad. Note that no work is anticipated to be necessary on the underside of the center span over the railroad. CBBEL will submit pre-final documents to the railroad for review. CBBEL will address all EJ&E comments and incorporate them into the final contract documents. Final contract documents will be submitted to the Railroad for approval.

Task 5 – Bidding Assistance: CBBEL will attend the bid opening, tabulate the bids and make recommendations to the City, prepare contracts for the successful bidder, and attend the preconstruction meeting for both bid packages.

Task 6 – Project Coordination, Meetings and Management: CBBEL will coordinate with the City throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) virtual project coordination meetings will be held with City staff to review project designs and maintain project momentum.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the City. Following attendance at each meeting, CBBEL will prepare meeting summaries.

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Field Reconnaissance and Documentation	\$ 3,200
Task 2 – Pre-Final Plans, Specifications and Estimate (90%)	\$ 48,800
Task 3 – Final Plans, Specifications and Estimate (100%)	\$ 16,100
Task 4 – Coordination with Railroad	\$ 3,900
Task 5 – Bidding Assistance	\$ 3,500
Task 6 – Project Coordination, Meetings and Management	\$ 3,900
Direct Costs	\$ 250
TOTAL NOT-TO-EXCEED FEE: \$ 79,650	

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached previously agreed to General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

**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.



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	September 22, 2025
Submitter:	Daniel Ritter, AICP Community & Economic Development Director
Department:	Community & Economic Development
Agenda Item:	Discussion and Direction on Liquor License Hour Adjustments

Summary:

The City has had restrictive liquor licensing hours that were established as part of previous efforts to curb recurring issues with liquor-related incidents. Most notably, all requirements have been actively enforced, with license holders being held accountable promptly if any problems arise. Over the years, due to the active enforcement of the regulations, serious incidents have been reduced.

However, the issue of liquor license hours continues to be raised by existing businesses, property owners, and brokers who have noted a competitive disadvantage compared to businesses in neighboring communities. Staff has found that existing liquor sales hours being more restrictive is a known hurdle when looking to attract new restaurants and grocery stores to the City. Both new and existing restaurants and grocery stores are typically looking for some flexibility to maximize their revenue when they're investing or reinvesting in a property. In addition to limiting the liquor sales, limited hours also prevent video gaming from occurring when liquor isn't sold, reducing another potential source of revenue.

Two immediate issues with the existing liquor license time limits have been identified. First, current policy limits license hours for Restaurants (Class H) to end at 10 pm on all days of the week. Second, there are further limited hours on Sundays for all liquor licenses that limit liquor service and retail sales from 10 am to midnight (Class H is still required to stop at 10 pm by policy). Based on the staff findings from research of surrounding communities, Crest Hill's liquor license requirements are among the most restrictive in the area. Adjustments are recommended to allow existing restaurants to be more competitive and better attract new businesses, while still maintaining a safe environment for the public and residents.

Restaurant (Class H) Closing Times

As a policy, the Liquor Commissioner has implemented a 10 pm stop time for liquor sales for restaurants on all days of the week. This stop time is not specifically codified but has been consistently required and enforced for many years. However, many restaurants have typical operating hours much later than the 10 pm stop time. For example, many restaurants rely on sports games to bring in additional revenue, which can end close to midnight (including weekdays). Gaming is also required to stop at 10pm at these locations, which may have customers who are more comfortable in a restaurant setting as opposed to a gaming café or tavern.

Expanding the hours of business for restaurants (Liquor License Class H) will assist existing restaurants and help to attract new ones. Below is a list of some area restaurants with their typical hours that extend beyond 10 pm (although many have a large variety of different licenses and hours, the hours listed are the typical hours). Also listed are neighboring communities and their typical allowable service hours for a restaurant. By comparison, Crest Hill has the most restrictive hours in this category. Having overly restrictive hours will limit the number of restaurants that will invest their time and money to locate in Crest Hill. Additionally, it encourages customers who normally eat and drink in Crest Hill to venture outside the community. Incoming and potential new businesses have mentioned the need for expanded hours as part of initial discussions. Property owners and brokers have regularly brought up this restriction as an issue they hear when leasing property as well.

Restaurant	Typ. Hours	Municipality	Typ. Restaurant License Hrs
Buffalo Wild Wings	11am – Midnight/1am	Crest Hill	M-Sn: 6am-10pm
Olive Garden	11am – 11pm (F & St)	Romeoville	M-St: 7am-2am; Sn: 9am-2am
Miller's Ale House	11am-Midnight	Plainfield	M-St: 6am-Mid; Sn: 7am-Mid
Chili's	11am-11pm	Joliet	M-Sn: 6am – 2am
Lazy Dog	11am-Midnight	Shorewood	M-F: 6am – 1am; St/Sn: 6am-2am
Sovereign	11am-11pm (F & St)	Lockport	Sn-Th: 6am-1am; F/St: 6am-2am
Barell & Vine	11am – Midnight (F & St)	Naperville	7am – 1am (Outside Downtown)
Hero's West	11am – Midnight (F & St)	Homer Glen	M-Th: 6am-1am; F/St: 6am-2am; Sn: 7am – 1am
		Lemont	M-St 6am-2am; Sn 10am-2am

**Please note there are a variety of different licenses in each community and the times noted are the general hours for most restaurants in the community. Additional information can be found on each community's municipal code or on the Illinois Liquor Control Commission page at: <https://ilcc.illinois.gov/survey.html>*

Staff is proposing a change that would extend liquor service to midnight for Class H License holders. This still ensures that none of these restaurants become taverns or “clubs” as they need to follow existing code requirements that will be maintained and continue to be actively enforced:

- Minimum floor area for dining and food prep is 75%
- Food must be served at all times when liquor is available
- Outdoor patio area liquor service must cease at 10 pm

The recommendation was coordinated with the Mayor's Office (Liquor Commissioner) and Police Department to ensure there are no public safety issues and existing regulations remain actively enforced.

Recommendation for Discussion: *Staff recommends the policy requiring restaurants with a Class H liquor license (“restaurant license”) be codified and amended to allow liquor service until midnight on all nights of the week (currently 10 pm).*

Limited Sunday Service and Sales Hours (All Licenses)

The current liquor license requirements limit Sunday liquor sale hours from 10 am to midnight for both service and retail sales of liquor. The more restrictive Sunday hours are a traditional policy that reflects certain religious institutional hours. However, many trends have changed over the years, including an increase in the public desire for beer, wine, or breakfast cocktails for brunch, wedding/baby showers, football games, and other events that may happen on Sundays. Additionally, golf courses (and more recently indoor golfing simulators) are open early for regular golfers, leagues, and group outings. Lastly, there are

City Council Work Session

September 22, 2025

Liquor License Hour Adjustments

early morning sports and events where fans often want to have a drink served with breakfast/brunch or wish to purchase liquor at retail ahead of time for a party/event before the game.

In addition to assisting the Prairie Bluff Public Golf Club and existing businesses, a change will also help to remove a barrier for some new businesses, which include both restaurants and entertainment uses. Many new restaurants include “brunch” as part of their regular menus, and it is particularly popular on Sundays. Examples of expanding national chains with this model are First Watch (<https://firstwatch.com>), Granite City (<https://www.gcfb.com/>), and X-Golf (<https://playxgolf.com/>). Regionally, examples include The Black Sheep (<https://whitesheeporland.com>), Oak + Bean (<https://www.oakandbeanco.com/>), Schaumburg Public House(<https://schaumburgpublichouse.com/>), and Pickle Haus (<https://picklehaus.com/>).

Most surrounding communities have Sunday liquor sales/service hours that are the same as a typical weekday or that only differ by an hour. Additionally, communities that have slightly different Sunday hours usually have less restrictive hours specific to golf courses (which have a different liquor license than most establishments) due to their unique nature. For simplicity and to avoid confusion, staff recommends moving Sunday hours to start at 6 am for all liquor licenses, which will keep the starting time consistent across all days of the week.

This recommendation for changes in Sunday liquor sales hours was coordinated with Mayor's Office (Liquor Commissioner) and the Police Department to ensure there are no public safety concerns, and the regulations will remain actively enforced.

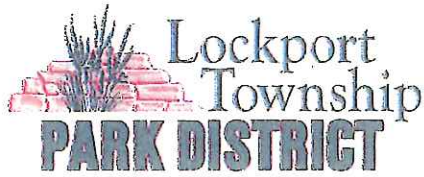
Recommendation for Discussion: *Staff recommends amending Sunday liquor sales to allow liquor service/sales to start at 6 am (instead of 10 am) on Sundays for all liquor licenses, same as all other days of the week.*

Recommended Council Action:

Discuss potential Liquor License hours of operation amendments as noted above and direct the City Attorney to make the proposed changes for consideration on the October 6, 2025, Regular Meeting Agenda for final consideration.

Attachments

- A. Letter of Support Requesting Changes – Lockport Township Park District (Prairie Bluff Public Golf Club)
- B. Letter of Support Requesting Changes – Feathered Fork (New Restaurant Under Lease at 20631 Renwick Rd and expected to open in October 2025)



1811 S. Lawrence Avenue
Lockport, Illinois 60441
(815) 838-1183
Fax: (815) 838-4974
www.lockportpark.org

City of Crest Hill
Blaine Wing
20600 City Center Blvd.
Crest Hill, IL 60403

September 9, 2025

Blaine,

Thank you for taking to time to meet with us to discuss the park site development west of the City Center building. The Park District will make sure to include \$250,000 in the 2026 budget for this project. In discussions on revenue sources for the City of Crest Hill, I mentioned to you the liquor license hours on Sundays. At Prairie Bluff the start time to sell liquor on Sundays is 10:00am. The video poker machines are linked to the liquor license hours. On weekend mornings we have permanent tee times with the some golfing on both Saturday and Sunday. They can use the poker machines on Saturday mornings but not Sunday mornings until 10:00 (at which they are already on the golf course). This is an opportunity for increased revenue for the City of Crest Hill.

The Lockport Township Park District is asking the City of Crest Hill to consider updating the starting time to sell liquor on Sundays to match the starting times the rest of the week.

Any questions feel free to give me a call

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Riordan", with a stylized flourish at the end.

Bill Riordan
Executive Director



Dear Members of the City Council,

On behalf of JH Hospitality Group, and Kurtis Lott, owners of Feathered Fork, I am writing to express our support for the proposed updates to restaurant liquor license hours. While this will be our first restaurant in Crest Hill, our team has successfully operated hospitality concepts in other communities and has seen how flexibility in service hours directly supports both businesses and the community.

The recommended changes are practical measures that will allow us to better serve residents and visitors. Later evening hours provide opportunities for guests who work non-traditional schedules or prefer dining later, while earlier Sunday hours give families and community members the chance to enjoy brunch and special gatherings without leaving the city for other options.

In addition, expanding the liquor license hours will help generate increased tax revenue for the Village. Extended service times encourage guests to stay longer, order beverages, and dine more frequently, all resulting in additional tax revenue.

We respectfully urge your support for these proposed changes, which we believe will contribute directly to the city's momentum and success. We look forward to seeing you at Feathered Fork!



Sarah Cervantes
JH Hospitality Group



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



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powered by creativity



Item 3.

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.

Item 3.

- 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 THROUGHs: 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



Item 3.

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 3.



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 3.

- 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 3.

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 3.

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 3.

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 3.

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 3.

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 DIGITALINX SECURE ADAPTER RING AV	1	\$116.00	\$116.00
HD-4K-6SP	COMPREHPRO AV/IT SPECIALIST SERIES HIGH SPEED ENSIVE 4K HDMI CAB	1	\$15.00	\$15.00
HD-4K-3SP	COMPREHPRO AV/IT SPECIALIST SERIES HIGH SPEED ENSIVE 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 3.

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 3.

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 "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

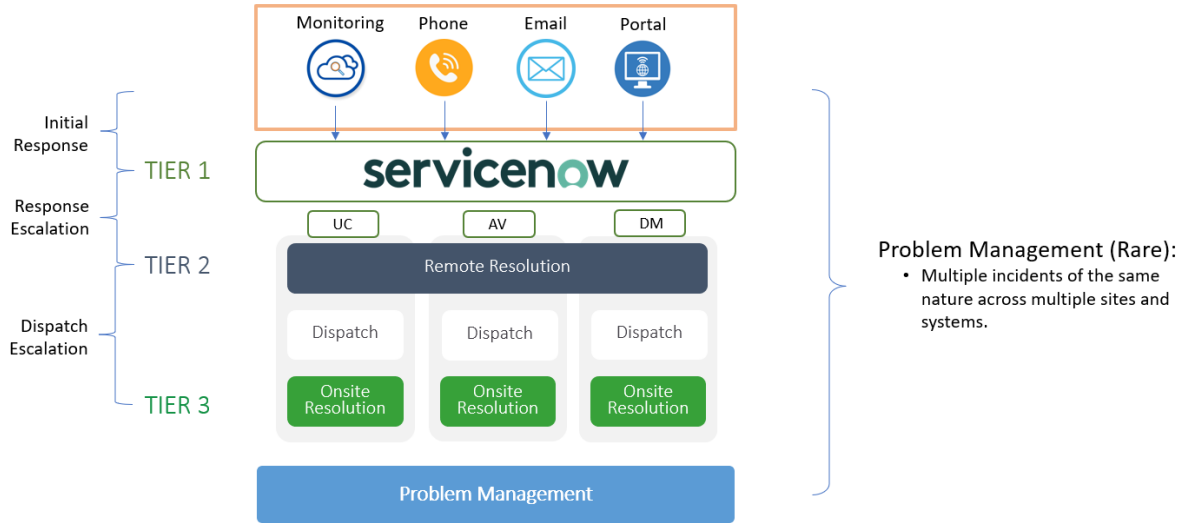
SYSTEM SUPPORT WORKFLOW

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 3.



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 3.

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

8. UNFINISHED BUSINESS:

9. NEW BUSINESS:

10. COMMITTEE/LIAISON REPORTS:

11. CITY COUNCIL COMMENTS:

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

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

14. ADJOURNMENT:



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.