

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
JANUARY 13, 2016  
7 P.M.**

**COAL CITY VILLAGE HALL  
515 S. BROADWAY, COAL CITY, ILLINOIS**

## **AGENDA**

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes-December 14, 2015
4. Approval of Warrant List
5. Public Comment
6. Ordinance 16-01                      Variance Request  
60 E. Chestnut  
Robert Davis-Bob's Advanced Auto & Tire
7. Waiving of Building Addition Permit Fee  
60 E. Chestnut
8. Ordinance 16-02                      Conditional Use Permit and Variance  
790 S. Broadway  
Robert Davis-Bob's Advanced Auto & Tire

- |  |  |
|--|--|
| 9. Resolution 16-01                        | Approving and Authorizing Amendment to Joint Dispatching Intergovernmental Agreement |
| 10. Resolution 16-02                       | Authorizing Enforcement Actions Regarding Dangerous Structures                       |
| 11. Request for Payment                    | Phase One-Tornado Debris Pick-up   |
| 12. Request for Payment                    | Pay Estimate #2<br>2013 Post Tornado Repairs   |
| 13. Request for Payment                    | Pay Estimate #2<br>2014 MFT & Non-MFT  |
| 14. Request for Payment                    | Pay Estimate #6<br>Elm Street Storm Sewer  |
| 15. Request for Payment                    | Final Payment<br>First Street Storm Project  |
| 16. Request for Payment                    | Final Payment<br>Prairie Oaks Force Main & Lift Station Project                      |
| 17. Request to Proceed-Chamlin Engineering |  |
| a. SCADA Improvements                      |  |
| b. Water Treatment Plant Improvements      |  |
| 18. Report of Mayor                        |  |
| 19. Report of Trustees:                    | T. Bradley<br>J. Wren<br>D. Togliatti<br>D. Greggain<br>R. Bradley<br>N. Nelson      |
| 20. Report of Village Clerk                |  |
| 21. Report of Village Attorney             |  |
| 22. Report of Village Engineer             |  |

23. Report of Chief of Police
24. Report of Village Administrator
  - a. Draft June 22, 2015 Tornado Report
25. Adjourn

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: VARIANCE TO CORE AREA DESIGN GUIDELINES FOR BUILDING ADDITION AT 60 E. CHESTNUT**

The expansion of Bob's Advanced Auto & Tire has been a mixture of many public actions in order to allow this business to expand. Previously, the sale of a public alley between the two properties allowed Bob Davis to tie the two properties together and then re-subdivide them in order to allow the existing business to extend northward from its former end point. The property that has been rezoned with a conditional use behind the auto shop is slated for demolition in either 2016 or 2017 dependent upon the final cost of the addition. The final result after all of these actions will be an expanded business along with additional parking replacing the house that was formerly at 65 E. Park Street.

At this time, Bob Davis would like a variance from the code to allow his building to maintain the same exterior – blue metal clad exterior. He would like to extend the current paint job northwards along both exterior sides. This requires a variance from the Core Area Design Guidelines – Building Materials: [A]luminum panels and siding and plastic or metal panels are prohibited within the Core Area. Along Broadway, he would like to incorporate fencing, north of the existing Pregnancy Resource Center to assist the curb appeal with the lot utilized for parking and car drop-off.

No one appeared to speak at the public hearing aside from the petitioner and the Zoning Board of Appeals unanimously recommended the approval of Bob Davis' request.

Aside from an action providing a variance to the exterior of Bob's Auto, the owner has requested the Board to waive the fees regarding the cost of the building permit to construct the addition to his business. According to 65 ILCS 5/8-1-2.5, the Village Board is allowed to do such an action in the provisions of additional EAV within the village's economic interests. Bob Davis had requested possible TIF funding and/or façade improvement assistance for the addition construction. Although the business is located within the TIF District, reimbursing attributable increment to the addition can be cumbersome and the Village did not approve façade improvement funds within this year's fiscal budget. Waiving the fees for the addition has a value of \$2,500 and can be done by motion.

**Recommendation:**

1. Adopt Ordinance No. \_\_\_\_\_: Providing a Variance to the Core Area Design Guidelines for the Addition at 60 E. Chestnut.
2. Waive the building permit fees associated with the construction of an addition at 60 E. Chestnut.

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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE GRANTING A VARIANCE TO THE EXTERIOR OF A BUILDING  
ADDITION TO BE CONSTRUCTED AT 60 E. CHESTNUT IN THE VILLAGE OF  
COAL CITY**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY  
TIMOTHY BRADLEY  
DAN GREGGAIN  
NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on \_\_\_\_\_, 2016

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A VARIANCE TO THE EXTERIOR OF A BUILDING ADDITION TO BE CONSTRUCTED AT 60 E. CHESTNUT IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance to Section 156.57 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Robert Davis, Jr. (“applicant”) on October 3, 2014 due to the intended construction of a metal-clad building addition at the business located at 60 E. Chestnut; and

**WHEREAS**, a public hearing regarding the conditional use and variance consideration was held on January 4, 2016; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on January 4, 2016 to consider passage of the conditional use and variance requests to the Board of Trustees; and

**WHEREAS**, Section 156.230 permits the Village Board to approve certain uses on a conditional basis from the Zoning Code; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant conditional uses.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

**Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.** Findings of Fact. The Board of Trustees find the following concerning the granting of a variance:

- A. **Not Resulting from Applicant Action.** The petitioner has expanded a building that was built when the Design Guidelines had not been enacted. The addition to accommodate additional business will merely continue the existing façade of the building that was previously allowed.
- B. **Preserves Rights Conferred by the District.** Granting this variance will allow the existing property and its previously C-4 zoned property to the north the ability to continue the conditional use that was previously bestowed on these properties.
- C. **Necessary for Use of the Property.** The amount of business requires expansion of the interior garage space to accommodate the vehicles and equipment being maintained within the community. The inability to accommodate the petitioners request would result in the business being required to move elsewhere to support its business plan.

- D. **Minimum Variance Recommended.** The petitioner is improving the property and providing an improvement alongside the walkway on the Broadway business front to offset the departure from the Design Guidelines on the building's exterior.

**Section 3.** Description of the Property. The property is located at 60 East Chestnut in the Village of Coal City within a C-4 District.

**Section 5.** Public Hearings. A public hearing concerning the consideration of a conditional use and variance was advertised on December 9, 2015 in the Coal City Courant and held by the Planning and Zoning Board on January 4, 2016 at which time a majority of the Planning and Zoning Board members recommended passage of the Conditional Use and Variance to the Board of Trustees.

**Section 6.** Variance. The variance as requested in the October 3, 2014 Varainace is granted as follows:

- A. A conditional variance in conjunction with Section 156.057 is hereby granted to allow extend the construction of the existing building materials throughout its addition.

**Section 7.** Conditions. The conditional use granted herein is contingent and subject to the following conditions:

- A. The house currently being utilized as a residential unit on the northerly end of the commercial property shall be demolished according to Village and State of Illinois standards prior to December 31, 2016.
- B. The building addition shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees and comply with all other Village code requirements.

**Section 8.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 9.** Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

**AN ORDINANCE GRANTING A VARIANCE TO THE EXTERIOR OF A BUILDING ADDITION TO BE  
CONSTRUCTED AT 60 E. CHESTNUT IN THE VILLAGE OF COAL CITY**

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**Section 10.** Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk



COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: BOB DAVIS

Address: 60 E CHESTNUT Phone number: 815-634-0004

Owner represented by: Self  Attorney

Contract purchaser \_\_\_\_\_ Other agent \_\_\_\_\_

Agents name \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Existing zoning: C-4 Use of surrounding properties: North RS-3 South RS-3

East RS-3 West C-4

What zoning change or variance: (specify) TO CONTINUE EXISTING BUILDING,  
STEEL EXTERIOR

To allow what use TO EXPAND BUSINESS

Tax number of subject property: 09623030114

Common address of property: 60 E Chestnut

Parcel dimensions: 50 x 128 Lot area (sq. ft.) 12 724 + 3825  
(16,549)

Street frontage 50

Legal description 009 TOWN COAL City LTS 20+21 BLK 1  
AND LTS 7+8 BLK 1

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

\*\*\*\*\*

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

ROBERT DAVIS, being first duly sworn, on oath deposes and says,  
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 3 day of October, 2014.

Jacqueline A. Allen  
Notary Public (Seal)



Robert R. Davis  
Signature of Owner

\*\*\*\*\*

You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. \_\_\_\_\_

**FOR OFFICE USE ONLY**

Case number	<u>ZA-249</u>	Location of hearing	
Filing date	<u>10-3-14</u>	Village Hall	
Hearing date	<u>11-3-14</u>	515 South Broadway	
Filing fee	\$ <u>100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Robert Davis, Jr., being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 249, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:  
JEAN & JULIE MICHENET, 695 S BROADWAY / DAN & JACKIE CARTER  
55 E CHESTNUT / CHARLES & LORNA PAULSEN, 75 E PARK / DEBBE  
SCHWABER & ROBERT DAVIS, 70 E CHESTNUT / JEAN TRAMMER, 75 PARK ST /  
GREGORY PHILLIPS, 80 PARK ST / THOMAS FULTON, PO BOX 87 / THOMAS CSMITHSON, 30  
BLACISTONE / TERRY KUNTS, 5824 W. 143RD ST. HOMER GLEN
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Robert L. Davis, Jr.  
Applicant  
Agent for applicant

SUBSCRIBED and SWORN to before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Special Circumstances Not Found Elsewhere:

We are currently requesting for a variance to put on an addition to the current steel building.

Not Resulting from Application Action

n/a

Unnecessary Hardship:

Due to the current size of the existing building and the demands of the customers we simply cannot meet the needs of our customers.

Preserves Right Conferred by the District:

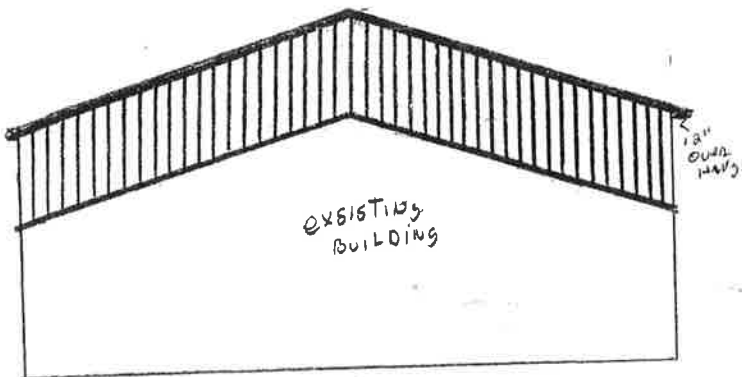
Necessary for Use of the Property:

Consistency with the local Area and the Comprehensive Plan:

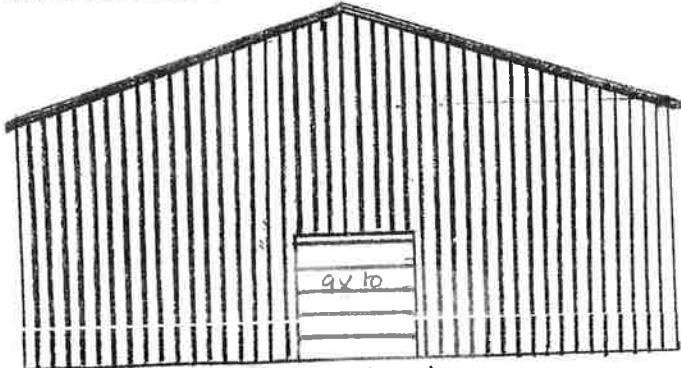
The current design of the addition will be within the limits of the comprehensive plan

Minimum Variance Recommended:

The current plan is what we feel is the minimal plan that will best serve our customers and the community as a whole.

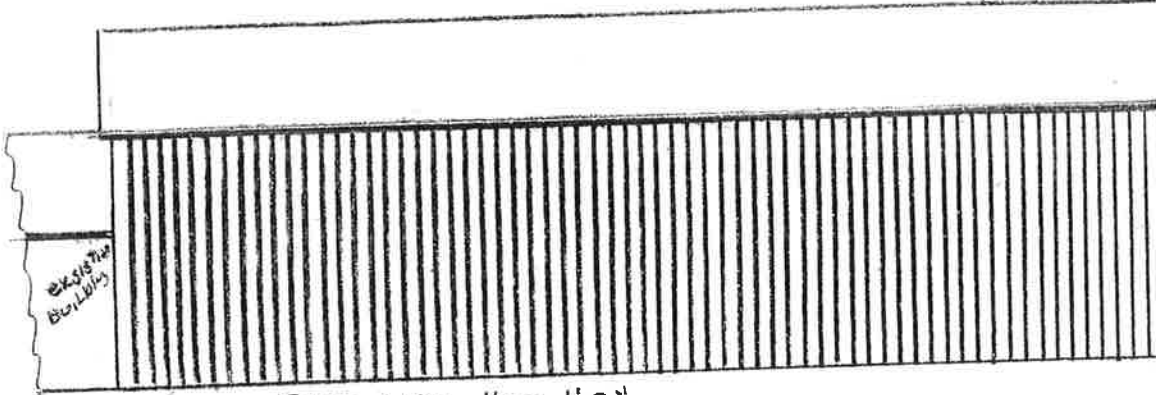


SOUTH SIDE 1/8" = 1'-0"

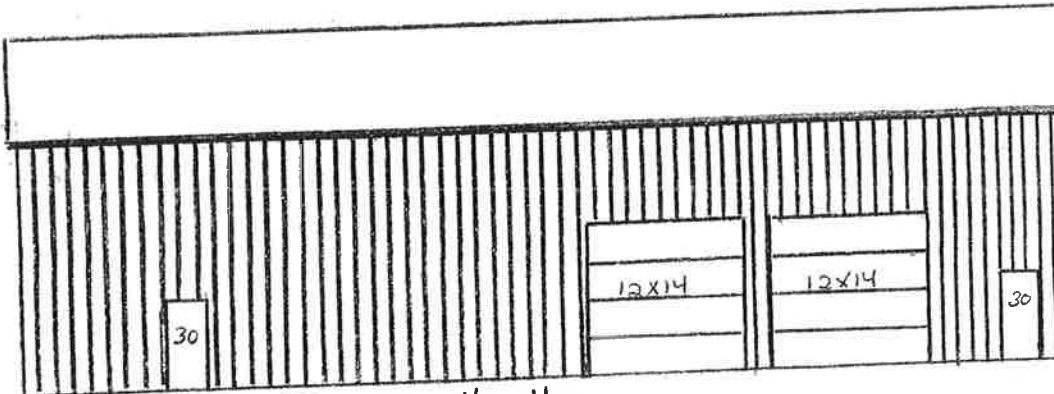


NORTH SIDE 1/8" = 1'-0"

~ RIDGE WEST

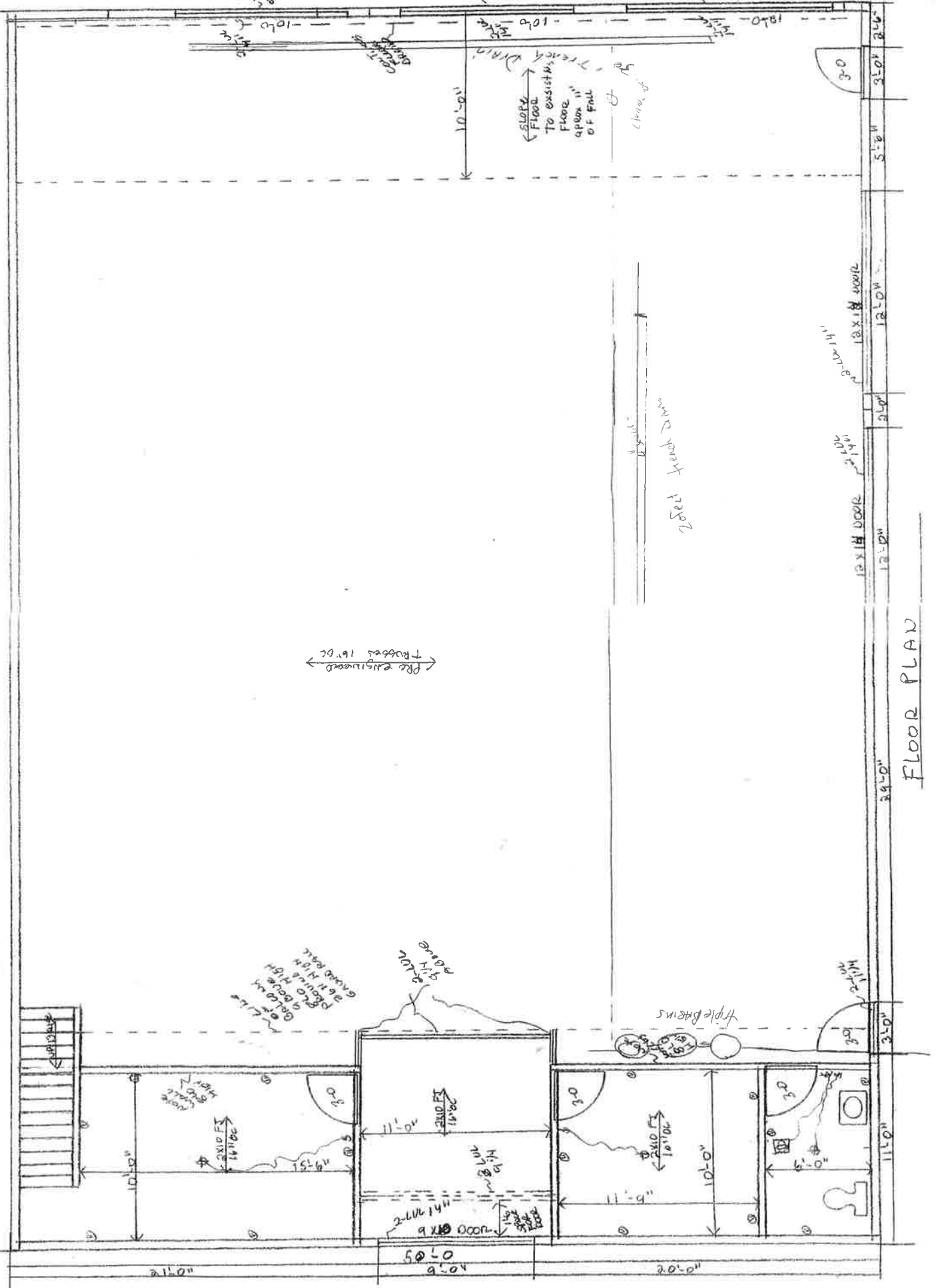


EAST SIDE 1/8" = 1'-0"



WEST SIDE 1/8" = 1'-0"

52  
85



FLOOR PLAN

mark -  
exist -  
mark -  
mark -  
mark -  
mark -  
mark -

Pre assigned  
Trucks 16\"/>

of this  
Gable on  
the side  
to be 11 H x 14  
requiring high  
ground plate  
to be 11 H x 14

Triple Baskets

Mill  
11\"/>

11 X 11  
18 X 18  
2 X 4  
2 X 4

50 L O  
9 L O

20 L O

21 L O

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE:           CONDITIONAL USE & VARIANCE FOR LONG-TERM CAR STORAGE  
                  AT 790 S. BROADWAY**

The lot that has been the home of an automatic car wash for many years at 790 S. Broadway, owned by Greg Hodgen, was demolished in the aftermath of the 6-22 Tornado. In its place, he would like to sell the lot to Bob's Advanced Auto & Tire, who has been looking for additional parking due to the expansion of business over the past few years.

Bob Davis, the owner of the business explained that he is need of additional storage space and this space will provide an opportunity for him to continue to grow his towing business and safely secure the vehicles awaiting pickup. In order to utilize the C-4 zoned property primarily as a parking lot, a conditional use is required. The variance provided within the ordinance is due to Mr. Davis' request to erect an 8' high PVC fence along the boundaries of the property. His intent is to extend the fence from the building line of the "Meece Engineering" building southward to the property line, inside the sidewalk and turn it back towards the alley on the south boundary line of the property.

This matter was the subject to a public hearing at the January 4<sup>th</sup> meeting of the Zoning Board of Appeals. It received a positive recommendation to the Board of Trustees despite one vote against its adoption. This was due to the improvement of the fence not fulfilling the Board's long-term vision for the Core Area or fitting with the Core Area Design Guidelines.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Providing a Conditional Use and Variance to Operate a Parking Lot at 790 S. Broadway.

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**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE GRANTING A CONDITIONAL USE FOR THE OPERATION OF A  
PARKING LOT AS A PRINCIPAL USE AND A VARIANCE TO CONSTRUCT AN  
EIGHT-FOOT HIGH FENCE WITHIN A COMMERCIAL ZONED PROPERTY AT  
790 S. BROADWAY IN THE VILLAGE OF COAL CITY**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY  
TIMOTHY BRADLEY  
DAN GREGGAIN  
NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

---

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on \_\_\_\_\_, 2016



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR THE OPERATION OF A PARKING LOT AS A PRINCIPAL USE AND A VARIANCE TO CONSTRUCT AN EIGHT-FOOT HIGH FENCE WITHIN A COMMERCIAL ZONED PROPERTY AT 790 S. BROADWAY IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance to Section 156.171 and a conditional use relating to Section 156.093 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Robert Davis, Jr. (“applicant”) on December 1, 2015 for the operation of a parking lot as a principal use within a C-4 zoned property as well as an eight-foot high fence to be constructed on the property boundaries; and

**WHEREAS**, a public hearing regarding the conditional use and variance consideration was held on January 4, 2016; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on January 4, 2016 to consider passage of the conditional use and variance requests to the Board of Trustees; and

**WHEREAS**, Section 156.230 permits the Village Board to approve certain uses on a conditional basis from the Zoning Code; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant conditional uses.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

**Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.** Findings of Fact. The Board of Trustees find the following concerning the granting of a conditional use:

- A. **Traffic**. There shall not be an adverse amount of traffic utilizing the offstreet parking lot that shall be established for the long-term storage of vehicles.
- B. **Environmental Nuisance**. The parking lot shall store vehicles only. No mechanic’s work or maintenance shall be performed on the vehicles, which means there shall be no maintenance or utilization of fluids or chemicals requiring special disposal within the vehicle maintenance business. This property shall not be utilized for the accumulation of tires.
- C. **Neighborhood Character**. The use of the property in this manner shall fit harmoniously into the neighborhood. Previously, the property had been utilized as a car wash; this use shall result in less traffic accessing the property.

- D. **Public Services and Facilities.** Using the lot as a parking lot will lessen the need for public services. Formerly utilized as a car wash, the new use will not utilize as many public utilities or services. A fence surrounding the property is provided to alleviate any security concerns due to the long-term storage of vehicles.
- E. **Public Safety and Health.** The proposed use will not be detrimental to the health and safety of the employees or general public within the vicinity of this parking lot.
- F. **Other Factors.** The ability to support an existing auto repair facility at 60 E. Chestnut shall provide greater viability of the success of an existing business located within Coal City and result in proper storage of vehicles utilizing offstreet parking rather than the utilization of existing parking provided and maintained for other commercial businesses.

**Section 3.** Findings of Fact. The Board of Trustees find the following concerning the granting of a variance:

- A. **Special Circumstances Not Found Elsewhere.** The Core Area provides the greatest density of businesses within the Village. In order to facilitate the growth of an existing auto repair facility at 60 E. Chestnut the owner must provide additional offstreet parking to accommodate the total number of vehicles being maintained by the facility.
- B. **Preserves Rights Conferred by the District.** The location of the fence within the corner side yard and front yard of the offstreet parking lot shall allow the property owner to utilize all of the C-4 Core Area property as is enjoyed by all of the adjacent property owners.
- C. **Necessary for Use of the Property.** Fencing surrounding the property is necessary to secure the vehicles and maintain the aesthetic character of the Core Area. Managing the vehicle inventory in this manner, behind a screened area is preferred to existing storage that can be seen by passers-by.
- D. **Consistency with the Local Area and Comprehensive Plan.** This facility shall accommodate a conditional use and has adequate facilities due to the improvements within this area including an alley and curb cuts along both Broadway and Walnut Street.
- E. **Minimum Variance Recommended.** The utilization of a fence that provides screening and security upwards to height of 8' is recommended as opposed to utilizing barbed wire atop a shorter fence to ensure the long-term storage of vehicles is secure.

**Section 4.** Description of the Property. The property is located at 790 South Broadway in the Village of Coal City within a C-4 District.

**Section 5.** Public Hearings. A public hearing concerning the consideration of a conditional use and variance was advertised on December 9, 2015 in the Coal City Courant and held by the Planning and Zoning Board on January 4, 2016 at which time a majority of the Planning and Zoning Board members recommended passage of the Conditional Use and Variance to the Board of Trustees.

**Section 6.** Conditional Use. The conditional use requested in the December 1, 2015 Conditional Use Application is granted as follows:

- A. A conditional use in conjunction with Section 156.093 is hereby granted to allow the operation of a parking lot as a principal use within a C-4 commercially-zoned district.

**Section 7.** Variiances. The variances necessary for the operation of this retail location is granted as follows:

- A. A variance regarding the maximum height of a fence within a commercial area shall be exceed by two feet to allow an eight-foot high fence instead of the maximum allowable height of six feet according to Section 156.171.

**Section 8.** Conditions. The conditional use granted herein is contingent and subject to the following conditions:

- A. An eight-foot high PVC fence shall be constructed and maintained so as to provide a visual barrier from the long-term storage of vehicles within the property.
- B. The parking lot shall be improved and operated in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees and comply with all other Village code requirements.

**Section 9.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 10.** Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR THE OPERATION OF A PARKING LOT AS A PRINCIPAL USE AND A VARIANCE TO CONSTRUCT AN EIGHT-FOOT HIGH FENCE WITHIN A COMMERCIAL ZONED PROPERTY AT 790 S. BROADWAY IN THE VILLAGE OF COAL CITY**

**Section 11.** Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: GREG Hodgen

Address: 790 S BROADWAY Phone number: 815 790 4197

Owner represented by: Self \_\_\_\_\_ Attorney \_\_\_\_\_

Contract purchaser ROBERT DAVIS, JR. Other agent \_\_\_\_\_

Agents name \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Existing zoning: C-4 Use of surrounding properties: North C-4 South RS-3

East RS3 West RS-3

What zoning change or variance: (specify) \_\_\_\_\_

To allow what use a parking lot as the principal use for  
car storage

Tax number of subject property: 09-03-432-008

Common address of property: 790 S. BROADWAY

Parcel dimensions: \_\_\_\_\_ Lot area (sq. ft.) 6098 SQ FT

Street frontage \_\_\_\_\_

Legal description OTG TOWN COAL CITY LTS 18+19

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

\*\*\*\*\*

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Robert Davis Jr., being first duly sworn, on oath deposes and says,

Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 30 day of November, 2015.

Pamela M. Noffsinger

Notary Public (Seal)



Robert L Davis Jr

Signature of Owner

\*\*\*\*\*

You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. \_\_\_\_\_

**FOR OFFICE USE ONLY**

Case number	<u>ZA-266</u>	Location of hearing
Filing date	<u>12-1-15</u>	Village Hall
Hearing date	<u>1-4-16</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

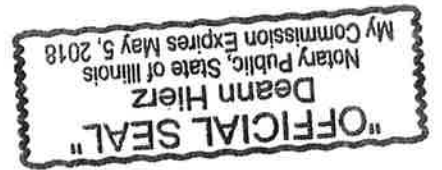
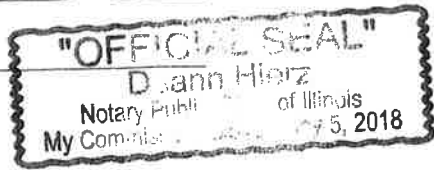
The undersigned, Robert Davis Jr, being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 266, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:  
Kingman Auyeung 785 S. Broadway, Jerry Siebersma 15 W Walnut,  
Amanda Maeklan 55 W Walnut, Toby Bendelle 100 W. Walnut  
Jerry Meese 76 S. Broadway,  
First Bank of Manhattan Trust # 775 815 S. Broadway
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Robert Davis Jr  
Applicant  
Agent for applicant

SUBSCRIBED and SWORN to before me, this 2nd day of December, 2015.

Deann Hierz  
Notary Public



TRAFFIC:

THERE SHALL BE NO IMPACT IN THE TRAFFIC IN OR AROUND THE AREA

ENVIRONMENTAL NUISANCE:

THERE SHALL BE NO CHANGES IN ITS CURRENT CONDITION.

NEIGHBORHOOD CHARACTER:

CURRENTLY THE SITE IS IN SHAMBLES AND WE PROPOSE TO INSTALL A QUALITY DECORATIVE FENCING.

PUBLIC SERVICES AND FACILITIES:

NO

PUBLIC AND SAFETY HEALTH:

IN ALL ACTUALITY THE SITE WILL BE SAFER AND CLEANER THAN CURRENTLY IS.

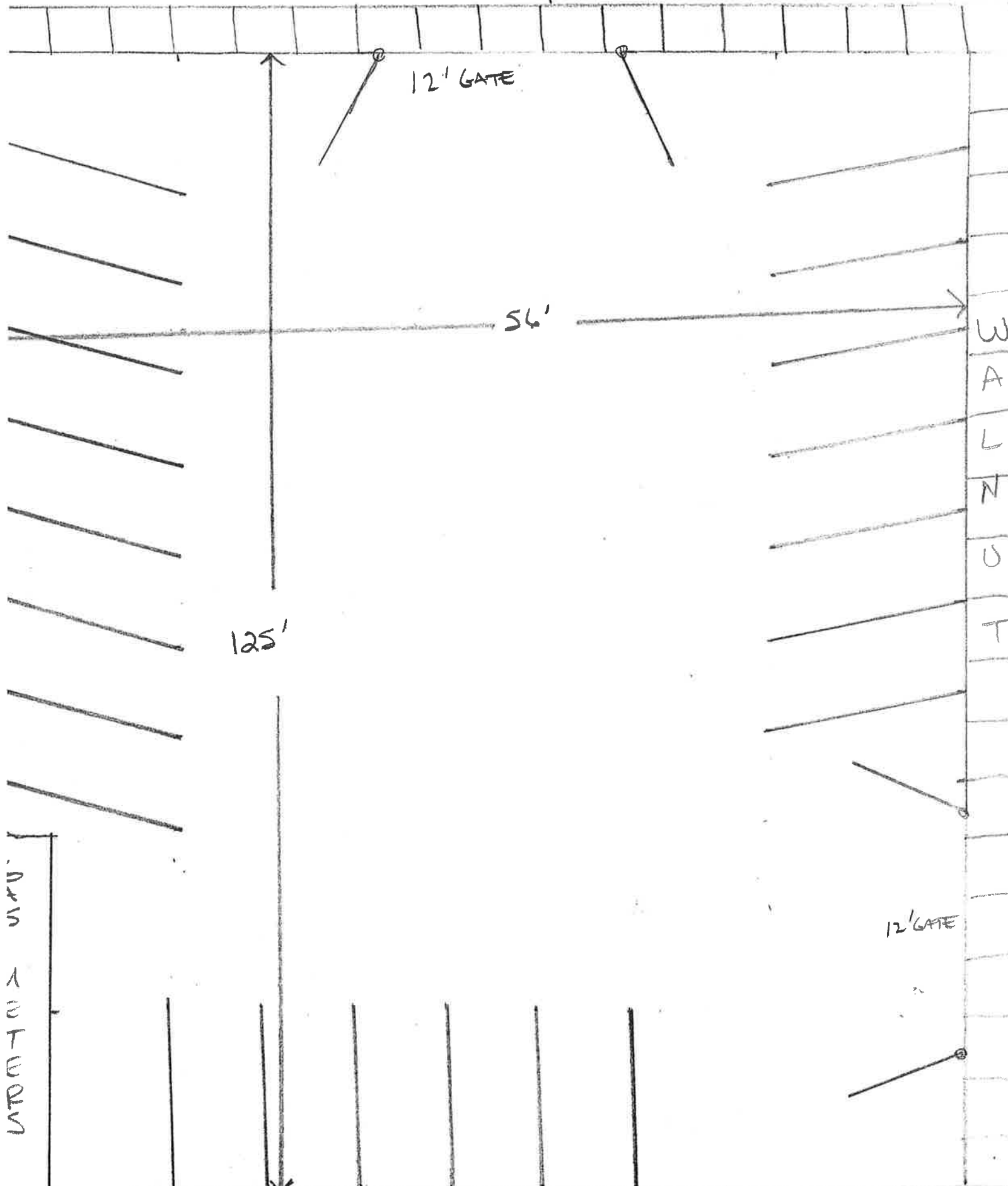
OTHER FACTORS:

NONE



← 20' ±

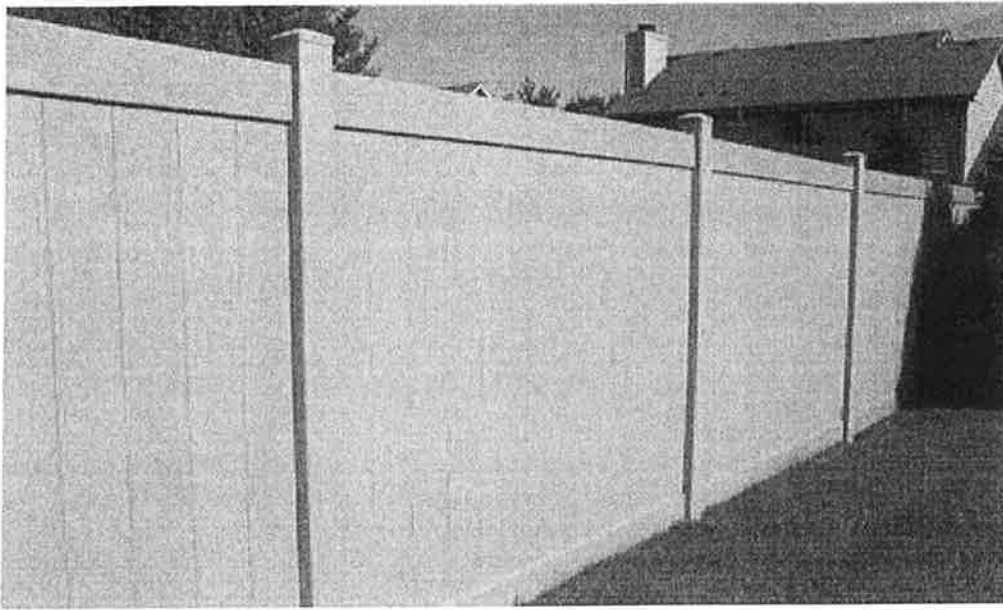
BROADWAY



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ALLEY





## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: AMENDMENT TO JOINT DISPATCHING IGA**

The Grundy County Emergency Telephone System Board (ETSB) recently passed an amendment to the intergovernmental agreement that is the terms by which all of the joint agencies are provided and participate for dispatching emergency services throughout Grundy County. The amendment to the IGA changes the pension benefit for dispatch employees.

Of the \_\_\_ dispatchers who provide service for Grundy County, six of those employees had been provided Sheriff's Law Enforcement Personnel (SLEP) benefits as they had been provided throughout their employment prior to dispatching being one large consolidated effort throughout the County. During the original creation of the IGA governing county dispatching services, language was provided within the agreement that ensured any former municipal employees or new hires would be provided IMRF benefits. The Resolution attached and that has been adopted by the ETSB would amend the current language and ensure all Dispatching employees would be provided IMRF benefits as opposed to SLEP.

Overall, the employer contribution for IMRF on an annual basis is usually lower than the payments required for SLEP meaning this amendment results in a cost savings.

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Approving and Authorizing the First Amendment to the Second Addendum to the Consolidated 911 Emergency Communication Services IGA.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
FIRST AMENDMENT TO SECOND ADDENDUM TO INTERGOVERNMENTAL  
AGREEMENT FOR CONSOLIDATED 911 EMERGENCY  
COMMUNICATION SERVICES**

WHEREAS, the Coal City Village Board of Trustees has considered the terms and conditions of a First Amendment to Second Addendum to Intergovernmental Agreement for Consolidated 911 Emergency Communication Services, a copy of said First Amendment is attached hereto and incorporated herein;

WHEREAS, the Grundy County Emergency Telephone System Board adopted the contents of this agreement formally via a Resolution at its meeting of November 10, 2015; and

WHEREAS, the Coal City Village Board of Trustees has determined that it is reasonable, necessary and in the best interest of the residents of the County of Grundy to approve and execute the attached First Amendment to Second Addendum to Intergovernmental Agreement for Consolidated 911 Emergency Communication Services.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

1. The First Amendment to Second Addendum to Intergovernmental Agreement for Consolidated 911 Emergency Communication Services, attached hereto is hereby approved and ratified in all respects.

2. This resolution shall be effective from and following its passage and approvals required by law.

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO SECOND  
ADDENDUM TO INTERGOVERNMENTAL AGREEMENT FOR CONSOLIDATED 911 EMERGENCY  
COMMUNICATION SERVICES**

---

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2016, at Coal City, Grundy and Will  
Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Village Clerk

**FIRST AMENDMENT TO SECOND ADDENDUM TO  
INTERGOVERNMENTAL AGREEMENT FOR CONSOLIDATED 911  
EMERGENCY COMMUNICATION SERVICES**

THIS FIRST AMENDMENT TO THE SECOND ADDENDUM is made and entered into by and between the undersigned governmental entities, public officials and public safety agencies, (hereinafter referred to as "the parties"), for the combined purpose of funding "personnel costs" for consolidated 911 emergency communication services;

WHEREAS, a Second Addendum to an Intergovernmental Agreement for Consolidated 911 Emergency Communication Services ("Second Addendum") was approved by certain public bodies, public safety agencies and public officials. A true and correct copy of said Second Addendum for Consolidated 911 Emergency Communication Services is attached hereto as Exhibit A and incorporated herein.

WHEREAS, the above referenced Second Addendum established supervisory responsibility and retirement benefits for personnel in Section 6.4 of said agreement in connection with consolidated dispatch services throughout Grundy County, Illinois;

WHEREAS, the Illinois Municipal Retirement Fund conducted an Employer Internal Audit Report of Grundy County dated April 29, 2015; and

WHEREAS, the Employer Audit Report found that six (6) telecommunicators participating in the Sheriff's Law Enforcement Personnel (SLEP) plan were ineligible for participation; and

WHEREAS, the ETSB has determined that an amendment of the Second Addendum is necessary to reflect this change in status.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned parties hereby agree as follows:

1. The above recitals constitute the findings of the undersigned parties and are hereby incorporated into the body of this First Amendment as though fully set forth herein.

2. Section 6.4 of the Second Addendum is hereby amended in its entirety, and shall hereafter read as follows:

6.4 All personnel employed for the purpose of staffing the Grundy County Consolidated 911 Center are employees of the Grundy County ETSB and are subject to the direction and control of the ETSB. All personnel shall participate in regular Illinois Municipal Retirement Fund (IMRF), subject to the eligibility standards of IMRF.

3. The Memorandum of Understanding attached to said Second Addendum as Exhibit D is hereby stricken in its entirety and shall hereafter be and remain void and shall have no legal effect.

4. The terms and provisions of the Second Addendum (Exhibit A) are hereby restated and incorporated into this First Amendment as though fully set forth herein.

5. Each party to this First Amendment warrants and represents that the persons signing below are authorized agents of the respective public bodies or public safety agencies, and that each public body has taken formal action to approve this agreement at a public meeting properly noticed pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), if applicable.

IN WITNESS WHEREOF, the parties below have set their hands and seals the day and year set forth below:

Village of Seneca  
P. O. Box 27  
Seneca, IL 61360

Seneca ETSB  
P. O. Box 27  
Seneca, IL 61360

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_



Grundy County  
1320 Union Street  
Morris, IL 60450

By: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Morris  
700 N. Division Street  
Morris, IL 60450

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Village of Minooka  
121 E. McEvilly Road  
Minooka, IL 60447

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Village of Coal City  
830 S. Broadway Street  
Coal City, IL 60416

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Braceville Fire District  
102 W. Main Street  
P. O. Box 237  
Braceville, IL 60407

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Coal City Fire District  
35 S. DeWitt Place  
P. O. Box 219  
Coal City, IL 60416

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Gardner Fire District  
P. O. Box 181  
Gardner, IL 60424

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Mazon Fire District  
Depot Street  
P. O. Box 267  
Mazon, IL 60444

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Morris Fire Protection and  
Ambulance District  
2301 Ashton Road  
Morris, IL 60450

By: \_\_\_\_\_  
Date: \_\_\_\_\_

South Wilmington Fire District  
330 Lake Street  
P. O. Box 285  
South Wilmington, IL 60474

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Verona-Kinsman Fire Department  
P. O. Box 132  
Verona, IL 60479

By: \_\_\_\_\_  
Date: \_\_\_\_\_

MVK Ambulance  
604 Front Street  
P. O. Box 316  
Mazon, IL 60444

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Grundy County ETSB  
111 E. Illinois Avenue  
Morris, IL 60450

Village of Mazon  
520 Depot Street  
P. O. Box 33  
Mazon, IL 60444

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Grundy County Sheriff  
111 E. Washington Street  
Morris, IL 60450

By: \_\_\_\_\_  
Date: \_\_\_\_\_

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: RESOLUTION AUTHORIZING ENFORCEMENT ACTIONS  
REGARDING DANGEROUS STRUCTURES**

Many property owners continue their progress in restoring property and homes following the June 22 tornado. However, some properties remain without activity, and the structures remain in a dangerous condition. Staff has prepared a list of those properties which have proven unsuccessful in coordinating any further activity being started or completed. Staff is proposing a residential unit at 170 W. Walnut be designated for demolition and the village attorney be authorized to proceed with the necessary actions to accomplish demolition of these buildings.

The Village's preference continues to be property owners remedy their own problems. At this time, it is in the best interests of public welfare and safety demolition action is pursued on this property. Previously, this property along with others had been posted. This step led to additional communication and progressive steps toward property restoration.

Approval of this resolution will initiate the next two steps in the demolition process.

Title searches shall be conducted on this property, and all identified parties will be notified of the proceedings by certified mail. In addition, staff will publish legal notice in the paper for three consecutive days. The last action completed will begin the thirty day notice period. In the event the noticed persons fail to respond or show no interest in compliance, the village authorities may then order the demolition and lien the property for costs.

**Recommendation:**

Adopt Resolution No. \_\_\_\_\_: Authorizing Enforcement Actions Regarding Dangerous Structures.

**THE VILLAGE OF COAL CITY**

GRUNDY & WILL COUNTIES, ILLINOIS

---

RESOLUTION  
NUMBER \_\_\_\_\_

---

**A RESOLUTION AUTHORIZING AND RATIFYING CERTAIN TORNADO  
EMERGENCY-RELATED CONTRACTS, PERSONNEL AND INDEPENDENT  
CONTRACTOR HIRING, ACQUISITIONS OF SUPPLIES, EQUIPMENT AND OTHER  
STORM-RELATED EMERGENCY EXPENDITURES**

---

TERRY HALLIDAY, Village President  
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND RATIFYING CERTAIN TORNADO  
EMERGENCY-RELATED CONTRACTS, PERSONNEL AND INDEPENDENT  
CONTRACTOR HIRING, ACQUISITIONS OF SUPPLIES, EQUIPMENT AND OTHER  
STORM-RELATED EMERGENCY EXPENDITURES**

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), is a non-home rule municipal corporation and body politic of the State of Illinois, duly created, organized and existing under the Constitution of the State of Illinois, the Illinois Municipal Code and other laws of the State of Illinois, as amended from time to time, and having the powers, objects and purposes provided thereby; and

WHEREAS, the Village is authorized to demolish, repair or enclose (i) dangerous and unsafe buildings and (ii) qualifying open and vacant buildings presenting an immediate and continuing hazard to the community, and to remove garbage, debris and other hazardous, noxious or unhealthy substances or materials from such buildings in accordance with 65 ILCS 5/11-31-1(a) and (e), respectively; and

WHEREAS, the Village suffered extensive damage as a result of an EF-3 tornado and related severe weather striking the community on June 22, 2015 (the "Storm"); and

WHEREAS, the Storm severely damaged many residential and commercial structures throughout the Village; and

WHEREAS, the vast majority of Village residents and property owners have responded to the Storm damage resiliently and expeditiously by demolishing, repairing or securing damaged buildings; and

WHEREAS, Village officials and staff have identified a small number of houses in the Village that are open and vacant and present an immediate and continuing hazard to the Village but have not received timely or appropriate attention by responsible parties; and

WHEREAS, the President and Board of Trustees of the Village (collectively, the "Corporate Authorities") hereby find and determine that it is necessary and in the interest of the public health, safety and welfare to exercise such powers as authorized by law to ensure that certain Storm-damaged houses remaining in a dangerous condition as described herein be demolished or fully remediated in a timely fashion in order to eliminate the ongoing threat to the public health and safety.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, as follows:

**SECTION 1. RECITALS.** That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**SECTION 2. APPROVAL AND RATIFICATION.**

A. The Corporate Authorities hereby authorize and direct the Village Attorney, Administrator, Director of Building and Zoning, administrative staff, and Public Works Department employees to initiate and take such actions as may be necessary or convenient to abate the nuisances and eliminate the dangerous conditions presented by the Storm-damaged structures located on certain real property commonly described as: 170 W. Walnut (cumulatively, the "Dangerous Properties"), including, without limitation:

- a. Securing title commitments to identify parties with an interest in the Dangerous Properties;
- b. Applying for administrative search warrants to enable the gathering of additional information and evidence concerning the dangerous conditions presented by the Dangerous Properties;

- c. Executing demolition procedures in accordance with the terms of 65 ILCS 5/11-31-1(e);
- d. Prosecuting demolition procedures in accordance with the terms of 65 ILCS 5/11-31-1(a);
- e. Taking such other and further action as may be legally authorized and necessary or convenient to eliminate in a timely and cost-effective manner ongoing threats to the public health, safety and welfare presented by the Dangerous Properties.

B. The Village President, Village Clerk, Village Administrator, Village Attorney, and Director of Building and Zoning are further authorized and directed to prepare, execute and attest any and all other documents and to take such other or further action as may be necessary to carry out and give effect to the purpose and intent of this Resolution.

C. The Corporate Authorities shall be kept informed as to the strategies, actions and status of any proceedings or actions undertaken with respect to the Dangerous Properties via the provision of oral or written updates at each regularly-scheduled meeting of the Corporate Authorities.

**SECTION 3. RESOLUTION OF CONFLICTS.** All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. SAVING CLAUSE.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

**A RESOLUTION AUTHORIZING AND RATIFYING CERTAIN TORNADO EMERGENCY-RELATED CONTRACTS, PERSONNEL AND INDEPENDENT CONTRACTOR HIRING, ACQUISITIONS OF SUPPLIES, EQUIPMENT AND OTHER STORM-RELATED EMERGENCY EXPENDITURES**

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk



## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: PAYMENT TO D CONSTRUCTION FOR TORNADO DEBRIS**

Within the first few moments the tornado had struck Coal City, D Construction contacted Mayor Halliday and insisted that they find a way to help as soon as possible. D assisted the Village with responding immediately in the immediate aftermath. D was one of three haulers, which operated within the emergency 72-hour period initial cleanup effort for Coal City. Since D Construction is from the area, they were assigned some of the hardest struck areas, which placed them on Mazon Street after picking up all of the debris in the neighborhoods west of Zone #2.

In addition to picking up during this initial period, D Construction also was the lowest bidder in response to a bid for proposal to rid the community of the remaining "Phase One" tornado debris pickup on June 27, 2015. D Construction, along with the large IPWMAN & IDOT response, cleared the community throughout the next week. The other haulers and landfills have previously been paid. Due to the bond proceeds having been received, the Village can proceed with payment as advised by Joe McKenna in the attached memo with supporting documentation.

**Recommendation:**

Approve the payment totaling \$265,607.40 to D Construction for debris hauling services provided throughout the "Phase One" tornado debris pickup.

January 7, 2016

Mr. Matt Fritz - Village Administrator  
Village of Coal City  
515 South Broadway  
Coal City, Illinois 60416

SUBJECT: Disaster/Emergency Debris Removal  
D Construction Inc. - Final Pay Request

Dear Mr. Fritz:

We have reviewed the pay request submitted by D Construction, Inc. for the subject project. The pay request includes 10 invoices totaling \$235,607.40 for work provided starting June 23, 2015 and ending July 3, 2015 as directed by the Village (see enclosed invoices).

Work performed from Tuesday, June 23, 2015 thru Saturday morning, June 27, 2015 on a time and material bases prior to award of the contract totaled \$110,405.40 and approximately 47% of the total amount. Work performed from Saturday morning, June 27, 2015 thru Friday, July 3, 2015 under the contract terms and conditions totaled \$125,202.00 and approximately 53% of the total amount.

All work performed follows provisions outlined in the contract including the first amendment approved by the Village Board. We have reviewed the pay request, invoices, and supporting documentation and recommend payment to D Construction, Inc. in the full amount of \$235,607.40.

If you have questions or require additional information, please call.

Sincerely,



Joseph W. McKenna, P.E.

Enclosure

JWM/hp

PERU OFFICE:

LARRY D. GOOD, P.E. • JAMES K. CLINARD, S.E., P.E. • ROGER J. CHAMLIN, P.E. • KEVIN W. HEITZ, P.E., P.L.S.  
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM OSSOLA, P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • MICHAEL W. PERRY, P.E. • MICHAEL E. FARRELL, P.L.S.  
JOSEPH W. MCKENNA, P.E. • TIMOTHY R. HEJNY, P.E. • RYAN E. HANSEN, P.E.

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23908	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/24/15-31 Loads	CY	930.0000	18.9700	17,642.10

SUBTOTAL Sales Tax Freight Other Amounts	\$17,642.10 \$0.00 0.00 0.00
Invoice TOTAL	\$17,642.10
Net Invoice TOTAL	\$17,642.10

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23909	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/25/15-61 Loads	CY	1830.0000	18.9700	34,715.10

SUBTOTAL Sales Tax Freight Other Amounts	\$34,715.10 \$0.00 0.00 0.00
Invoice TOTAL	\$34,715.10
Net Invoice TOTAL	\$34,715.10

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23910	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/26/15-70 Loads	CY	2100.0000	18.9700	39,837.00

SUBTOTAL Sales Tax Freight Other Amounts	\$39,837.00 \$0.00 0.00 0.00
Invoice TOTAL	\$39,837.00
Net Invoice TOTAL	\$39,837.00

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23911	SHIP TO: *SAME*         Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/27/15 32 Loads	CY	960.0000	18.9700	18,211.20
6/27/15 22 Loads	CY	660.0000	18.9700	12,520.20

SUBTOTAL	\$30,731.40
Sales Tax	\$0.00
Freight	0.00
Other Amounts	0.00
Invoice TOTAL	\$30,731.40
Net Invoice TOTAL	\$30,731.40

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23912	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/28/15-55 Loads	CY	1650.0000	18.9700	31,300.50

SUBTOTAL	\$31,300.50
Sales Tax	\$0.00
Freight	0.00
Other Amounts	0.00
Invoice TOTAL	\$31,300.50
Net Invoice TOTAL	\$31,300.50

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23913	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/29/15 41 Loads	CY	1230.0000	18.9700	23,333.10

SUBTOTAL	\$23,333.10
Sales Tax	\$0.00
Freight	0.00
Other Amounts	0.00
Invoice TOTAL	\$23,333.10
Net Invoice TOTAL	\$23,333.10



REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23914	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
6/30/15-37 Loads	CY	1110.0000	18.9700	21,056.70

SUBTOTAL	\$21,056.70
Sales Tax	\$0.00
Freight	0.00
Other Amounts	0.00
Invoice TOTAL	\$21,056.70
Net Invoice TOTAL	\$21,056.70

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23915	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
7/1/15 43 Loads	CY	1290.0000	18.9700	24,471.30

SUBTOTAL	\$24,471.30
Sales Tax	\$0.00
Freight	0.00
Other Amounts	0.00
Invoice TOTAL	\$24,471.30
Net Invoice TOTAL	\$24,471.30

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23916	SHIP TO: *SAME*     Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
7/2/15 14 Loads	CY	420.0000	18.9700	7,967.40

SUBTOTAL Sales Tax Freight Other Amounts	\$7,967.40 \$0.00 0.00 0.00
Invoice TOTAL	\$7,967.40
Net Invoice TOTAL	\$7,967.40

REMIT TO:

D Construction, Inc.  
1488 So. Broadway  
Coal City, IL 60416  
815-634-2555

Regular Invoice

BILL TO: 03151 Village Of Coal City 515 So. Broadway Coal City, IL 60416  Invoice No. - 23917	SHIP TO: *SAME*         Page 1 of 1 Transaction Date - 10/07/15
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Due Date	Proj Number	Reference	Terms
11/06/15	15-0349	Debris Removal	NET 30

Description	U/M	Quantity	Unit Price	Ext. Price
7/3/15-8 Loads	CY	240.0000	18.9700	4,552.80

SUBTOTAL	\$4,552.80
Sales Tax	\$0.00
Freight	0.00
Other Amounts	0.00
Invoice TOTAL	\$4,552.80
Net Invoice TOTAL	\$4,552.80

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: STREET PROJECT PAYMENTS TO D CONSTRUCTION**

The Village has been trying to final out quite a few projects that have been awarded to D Construction over the past 3-4 years that have not received their final walkthrough. At this point, two of the projects that involve State-provided revenues shall be determined completed, i.e. the 2013 Tornado Repair Project and the 2014 MFT & Non-MFT Streets Project. Retention plus a Security shall be withheld for the Elm Street (& S. Broadway and Spring) Storm Sewer Project until November of 2016.

In 2014, these projects were reviewed and a security amount was set aside that was to be provided by D Construction in order to close out each of these projects. To date, no security has been provided, but a great deal of replacement work took place on the 2013 Tornado Project, First Street Storm Project and the Elm Street Storm Project. The total security that was agreed upon to be withheld was \$181,900; however, with the amount of replacement work that has already taken place, this can be reduced downward to \$66,800, which is reflected in the amount that remains to be paid for the Elm Street Storm Project. The \$66,800 is expected to be paid in November of this year unless the Village desires further warranty work to take place because of any portions of the completed work failing.

In addition to this portion being held back, the as-built drawings to be completed by the contractor have not been provided and shall be completed by the engineer; these are reflected in the "red-line" withholdings. The Elm Street Storm Project work is completed. Final landscaping has been removed from the project and will be completed by another bidder in the fall of 2016 (or later if it makes sense due to tornado restoration). Proceeds for this shall be available because the total earned for the Elm Street Project is \$550,000 below the estimated project total.

In summary, final payments will be made to close out the 2013 Tornado Repair Project and the 2014 MFT & Non-MFT Streets Project. Although a final payment shall remain for the Elm Street Storm Project, no further work is expected. The \$66,800 that remains is expected to be paid by the end of this year.

**Recommendation:**

Approve payments to D Construction in the amounts recommended by Sean Kelly of Robinson Engineering to close out the 2013 Tornado Repair Project and the 2014 MFT & Non-MFT Streets Project and leave the Elm Street Storm Project with one last payment.



Sean P. Kelly, P.E.  
Direct Line: (815) 412-2704  
Email: [skelly@reltd.com](mailto:skelly@reltd.com)

January 7, 2016  
Project 14-436

Mr. Matt Fritz, Village Administrator  
Village of Coal City  
515 South Broadway  
Coal City, Illinois 60416

RE: 2013 Post Tornado Repairs - Payment Estimate #2

Dear Mr. Fritz:

Enclosed herewith please find Pay Request #2 for D Construction for work completed on the above referenced project. This shall be the final payout for the aforementioned project. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

We, therefore, recommend that D Construction is entitled to payment of Seventy-Three Thousand, Eight Hundred and Ninety-One Dollars and Forty-Nine Cents (\$73,891.49) as summarized below:

Total Earned to Date .....	\$411,665.94
Less 0% Retention .....	\$0.00
Less Previous Pay Estimates .....	<u>\$337,774.45</u>
Amount Due this Estimate #2 (Final) .....	\$73,891.49

Please note that the Not To Exceed amount provided to the Village's MFT account for this project was in the amount of \$446,096, which is the maximum amount to be paid out of the MFT account. This includes engineering, advertising and testing, as well as payments to D Construction. All remaining fees shall be paid with other funds.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**

Sean P. Kelly, P.E.  
Senior Project Manager 1

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Encl: Invoice summary

**Village of** Coal City  
**REL Job #:** 14-436  
**Project:** 2013 Post Tornado Improvements  
**Contractor** D Construction  
**Inspector** John Hannigan

FINAL

Item No	S/P Req	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 10%		Retention 0%		
								Invoice #1	Invoice #2	Invoice #1	Invoice #2	
								(Quantity)	(Price)	(Quantity)	(Price)	
1			PREPARATION OF BASE	SQ YD	26980	0.50	13490.00	25963.00	12981.50	0.00	0.00	
2			BITUMINOUS MATERIALS (PRIME COAT)	POUND	78046	0.01	780.46	75974.00	759.74	0.00	0.00	
3			LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	529	80.00	43120.00	567.00	45360.00	0.00	0.00	
4			HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	135	20.00	2700.00	90.00	1800.00	0.00	0.00	
5			HOT-MIX ASPHALT BINDER COURSE, IL-19.0 FG, N50	TON	3035	75.00	227625.00	2686.00	201450.00	221.00	16575.00	
6			HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, N50	TON	1077	80.00	86160.00	977.00	78160.00	149.00	11920.00	
7			HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	18853	1.50	28279.50	15041.00	22561.50	3670.00	5505.00	
8			PAVEMENT PATCHING (PARTIAL DEPTH)	SQ YD	580	15.00	8700.00	0.00	0.00	0.00	0.00	
9			AGGREGATE WEDGE SHOULDER, TYPE B	TON	106	35.00	3710.00	330.00	11550.00	0.00	0.00	
10			ROADWAY SWEEPING	SQ YD	3500	0.20	700.00	3411.00	682.20	0.00	0.00	
11			FRAMES AND GRATES TO BE ADJUSTED	EACH	2	500.00	1000.00	0.00	0.00	0.00	0.00	
12			THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	16	5.00	80.00	0.00	0.00	0.00	50.00	
13			THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	3610	0.80	2888.00	0.00	0.00	2260.00	1808.00	
14			THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	170	1.20	204.00	0.00	0.00	115.00	138.00	
15			THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	85	2.50	212.50	0.00	0.00	78.00	195.00	
16			THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	74	5.00	370.00	0.00	0.00	34.00	170.00	
							<b>Sub-Total Retention Total</b>	<b>420,019.46</b>	\$ 375,304.94	\$ 36,361.00	\$ 37,530.49	\$ 36,361.00

earned - retainage - past payments - current payment -		Invoice #1	Invoice #2
10%	\$ 37,530.49	\$ 375,304.94	\$ 411,665.94
	\$ -	\$ -	\$ -
	\$ 337,774.45	\$ 337,774.45	\$ 337,774.45
	\$ -	\$ -	\$ -
	\$ 73,891.49	\$ 73,891.49	\$ 73,891.49



Sean P. Kelly, P.E.  
Direct Line: (815) 412-2704  
Email: [skelly@reltd.com](mailto:skelly@reltd.com)

January 7, 2016  
Project 14-344

Mr. Matt Fritz, Village Administrator  
Village of Coal City  
515 South Broadway  
Coal City, Illinois 60416

RE: 2014 MFT & Non-MFT - Payment Estimate #2

Dear Mr. Fritz:

Enclosed herewith please find Pay Request #2 for D Construction for work completed on the above referenced project. This will be the final payout for the aforementioned project. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

We, therefore, recommend that D Construction is entitled to payment of Thirty-Two Thousand, Seven Hundred and Seventy-One Dollars and Fifty-Five Cents (\$32,771.55) as summarized below:

Total Earned to Date .....	\$194,312.55
Less 0% Retention .....	\$0.00
Less Previous Pay Estimates .....	<u>\$161,541.00</u>
Amount Due this Estimate #2 (Final) .....	\$32,771.55

Please note that the Resolution for MFT funds was in the amount of \$165,000, which is the maximum amount to be paid out of the MFT account. This includes engineering, advertising and testing, as well as payments to D Construction. All remaining fees shall be paid with other funds.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**

Sean P. Kelly, P.E.  
Senior Project Manager 1

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Encl: Invoice summary



**Village of** Coal City  
**REL Job #:** 14-344  
**Project:** 2014 MFT & Non MFT  
**Contractor** D Construction  
**Inspector** John Hannigan

FINAL

Item No	S P Req	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 10%		Retention 0%	
								Invoice #1	Invoice #2	Invoice #1	Invoice #2
								Date 12/31/14	Date 12/16/15	(Quantity)	(Price)
1			EARTH EXCAVATION	CU YD	50	70.00	3500.00	30.00	2100.00	0.00	0.00
2			HMA SURF REM. 1.5"	SQ YD	8660	2.00	17320.00	9000.00	18000.00	0.00	0.00
3			HMA SURF REM - BUTT JOINT	SQ YD	50	20.00	1000.00	0.00	0.00	0.00	0.00
4			BIT MATLS (PRIME COAT)	GAL	1255	0.01	12.55	500.00	5.00	755.00	7.55
5			PVMT PATCH (Partial Depth)	SQ YD	1400	15.00	21000.00	850.00	12750.00	211.00	3165.00
6			PVMT PATCH (Full Depth)	SQ YD	100	45.00	4500.00	45.00	2025.00	0.00	0.00
7			LEVEL BINDER MM. N50	TON	240	80.00	19200.00	220.00	17600.00	0.00	0.00
8			HMA SURF CURB MIX C N50	TON	790	80.00	63200.00	756.00	60480.00	0.00	0.00
9			HMA SHOULDER STABILIZATION	SQ YD	580	50.00	29000.00	480.00	24000.00	108.00	5000.00
10			AGG SHOULDER, TY B, CA-6	TON	80	30.00	2400.00	50.00	1500.00	30.00	900.00
11			PCC CUMB C&G R&R	FOOT	440	30.00	13200.00	327.00	9810.00	0.00	0.00
12			DETECTABLE WARNING	SQ FT	12	30.00	360.00	0.00	0.00	0.00	0.00
13			PCC SIDEWALK R & R, 5"	SQ FT	580	7.50	4350.00	160.00	1200.00	0.00	0.00
14			PCC SIDEWALK, 5"	SQ FT	320	6.00	1920.00	420.00	2520.00	0.00	0.00
15			MANHOLE TO BE ADJUSTED	EACH	11	500.00	5500.00	3.00	1500.00	0.00	0.00
16			INLET TO BE ADJUSTED	EACH	10	500.00	5000.00	8.00	4000.00	0.00	0.00
17			HMA DRIVEWAY R & R, 6"	SQ YD	90	35.00	3150.00	0.00	0.00	90.00	3150.00
18			PCC DRIVEWAY R & R, 7"	SQ YD	90	65.00	5850.00	0.00	0.00	40.00	2600.00
19			THERMOP PVT MK - LINE 24"	FOOT	70	38.00	2660.00	0.00	0.00	0.00	0.00
20			CRACK SEALANT	FOOT	12000	1.00	12000.00	22000.00	22000.00	0.00	0.00
21			TEMPORARY AGGREGATE	TON	20	30.00	600.00	0.00	0.00	0.00	0.00
22											
							<b>Sub-Total Retention Total</b>	<b>215,722.55</b>	\$ 179,490.00	\$ 17,949.00	\$ 14,822.55
								\$ 161,541.00	\$ 161,541.00	\$ 14,822.55	

Invoice #1	Invoice #2
\$ 179,490.00	\$ 194,312.55
10% \$ 17,949.00	0% \$ 0.00
\$ 161,541.00	\$ 161,541.00
\$ 161,541.00	\$ 32,771.55

earned -  
retainage -  
past payments -  
current payment -



Sean P. Kelly, P.E.  
Direct Line: (815) 412-2704  
Email: [skelly@reltd.com](mailto:skelly@reltd.com)

January 7, 2016

Project 09-596

Mr. Matt Fritz, Village Administrator  
Village of Coal City  
515 South Broadway  
Coal City, Illinois 60416

RE: Elm Street Storm Sewer - Payment Estimate #6

Dear Mr. Fritz:

Enclosed herewith please find Pay Request #6 for D Construction for work completed on the above referenced project. This is a pre-final payout for the aforementioned project. A final payout will be remitted upon completion of the HMA security period in November 2016; however, project quantities are final. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

We, therefore, recommend that D Construction is entitled to payment of Two Hundred and One Thousand, Nine Hundred and Fifty-Five Dollars and Twenty Cents (\$201,955.20) as summarized below:

Total Earned to Date .....	\$1,177,014.97
Less 0% Retention .....	\$0.00
With-holding (redlines).....	-\$2,000.00
HMA Security (3 projects).....	-\$66,800.00
Less Previous Pay Estimates .....	<u>\$906,259.77</u>
Amount Due this Estimate #6 (Pre-Final) .....	\$201,955.20

The bid amount for this project is \$1,223,369.47. Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**

Sean P. Kelly, P.E.  
Senior Project Manager 1

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Encl: Invoice summary

**Village of** Coal City  
**REL Job #:** 09-596  
**Project:** Elm Street Storm Sewer Improvements  
**Contractor** D Construction  
**Inspector** John Hannigan

Pre-FINAL

Item No	S P Req	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 15%		Retention 0%	
								Invoice #5	Invoice #6	Invoice #5	Invoice #6
								(Quantity)	(Price)	(Quantity)	(Price)
1			TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	20.00	400.00	-20.00	-400.00	0.00	0.00
2			TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	48	25.00	1200.00	6.00	150.00	0.00	0.00
3			EARTH EXCAVATION	CU YD	300	20.00	6000.00	235.00	4700.00	0.00	0.00
4			TRENCH BACKFILL	CU YD	1758	30.00	52740.00	-205.50	-6165.00	26.00	780.00
5			GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	988	2.00	1976.00	623.00	1236.00	0.00	0.00
6			EROSION CONTROL BLANKET	SQ YD	845	2.50	2112.50	0.00	0.00	-420.00	1050.00
7			TEMPORARY DITCH CHECKS	FOOT	50	15.00	750.00	0.00	0.00	0.00	0.00
8			PERIMETER EROSION BARRIER	FOOT	1180	2.50	2950.00	0.00	0.00	0.00	0.00
9			AGGREGATE FOR TEMPORARY ACCESS	TON	150	25.00	3750.00	-130.00	-3250.00	50.00	1250.00
10			EXPLORATION TRENCH SPECIAL	FOOT	130	30.00	4500.00	-70.00	-2100.00	70.00	2100.00
11			INLET AND PIPE PROTECTION	EACH	6	150.00	900.00	1.00	150.00	0.00	0.00
12			INLET FILTERS	EACH	91	100.00	9100.00	91.00	9100.00	0.00	0.00
13			STONE RIPRAP CLASS A-4	SQ YD	50	65.00	3250.00	0.00	0.00	0.00	0.00
14			FILTER FABRIC	SQ YD	50	5.00	250.00	0.00	0.00	0.00	0.00
15			STRIP REFLECTIVE CRACK CONTROL	FOOT	941	4.00	3764.00	0.00	0.00	0.00	0.00
16			SHAPE AND REGRADE PARKWAY	FOOT	684	15.00	10260.00	0.00	0.00	0.00	0.00
17			AGGREGATE BASE COURSE, TYPE B, 12"	SQ YD	968	14.00	13552.00	0.00	0.00	0.00	0.00
18			PORTLAND CEMENT CONCRETE SIDEWALK	SQ FT	4715	5.75	27111.25	6705.00	38553.75	0.00	0.00
19			DETECTABLE WARNINGS	SQ FT	144	25.00	3600.00	118.00	2980.00	0.00	0.00
20			BITUMINOUS MATERIALS (PRIME COAT)	GALLON	622	0.01	6.22	622.00	6.22	0.00	0.00
21			LEVELING BINDER (MACHINE METHOD), N50	TON	221	65.00	14365.00	200.00	13060.00	0.00	0.00
22			HOT-MIX ASPHALT BINDER COURSE, MIX "B", IL-19.0, N50	TON	130	62.00	8060.00	0.00	0.00	135.00	8370.00
23			HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	42	65.00	2730.00	187.00	12155.00	98.00	6370.00
24			HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	4599	1.75	8048.25	3900.00	6025.00	0.00	0.00
25			SIDEWALK REMOVAL	SQ FT	3933	1.25	4916.25	4562.00	5702.50	0.00	0.00
26			AGGREGATE SHOULDERS, TYPE A 6"	SQ YD	18	10.00	180.00	0.00	0.00	18.00	180.00
27			COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6-18	FOOT	889	16.00	14224.00	918.00	14688.00	0.00	0.00
28			STORM SEWERS, TYPE I, REINFORCED CONCRETE, CLASS IV 12"	FOOT	779	36.00	28044.00	154.00	5544.00	84.00	3024.00
29			STORM SEWERS, TYPE I, REINFORCED CONCRETE, CLASS IV 15"	FOOT	188	40.00	7520.00	0.00	0.00	0.00	0.00
30			STORM SEWERS, TYPE I, REINFORCED CONCRETE, CLASS IV 24"	FOOT	535	50.00	26750.00	-158.60	26900.00	0.00	0.00
31			STORM SEWERS, TYPE I, REINFORCED CONCRETE, CLASS III 30"	FOOT	686	66.00	45276.00	0.00	0.00	0.00	0.00

**Village of Coal City**  
**REL Job #: 09-596**  
**Project: Elm Street Storm Sewer Improvements**  
**Contractor: D Construction**  
**Inspector: John Hannigan**

Pre-FINAL

Item No	S/P Req	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 15%		Retention 0%	
								(Quantity)	(Price)	(Quantity)	(Price)
32			STORM SEWERS, TYPE 2, REINFORCED CONCRETE, CLASS III 18"	FOOT	718	49.00	35182.00	-18.00	-882.00	0.00	0.00
33			STORM SEWERS, TYPE 2, REINFORCED CONCRETE, CLASS III 24"	FOOT	48	60.00	2880.00	-31.00	2860.00	0.00	0.00
34			STORM SEWERS, TYPE 2, REINFORCED CONCRETE, CLASS III 36"	FOOT	41	80.00	3280.00	0.00	0.00	0.00	0.00
35			STORM SEWERS, TYPE 2, REINFORCED CONCRETE, CLASS II ELLIPTICAL, EQUIVALENT ROUND-SIZE 42"	FOOT	132	129.00	17028.00	7.00	903.00	0.00	0.00
36			STORM SEWERS, TYPE 1, REINFORCED CONCRETE, CLASS IV 12" WATERMAIN QUALITY	FOOT	540	36.00	19440.00	322.00	11592.00	0.00	0.00
37			STORM SEWERS, TYPE 1, REINFORCED CONCRETE, CLASS IV 15" WATERMAIN QUALITY	FOOT	52	45.00	2340.00	52.00	2340.00	0.00	0.00
38			STORM SEWERS, TYPE 1, REINFORCED CONCRETE, CLASS IV 24" WATERMAIN QUALITY	FOOT	153	55.00	8415.00	0.00	-55.00	0.00	0.00
39			STORM SEWERS, TYPE 2, REINFORCED CONCRETE, CLASS III 18" WATERMAIN QUALITY	FOOT	51	52.00	2652.00	-1.00	-52.00	0.00	0.00
40			STORM SEWERS, TYPE 2, REINFORCED CONCRETE, CLASS III 24" WATERMAIN QUALITY	FOOT	23	65.00	1495.00	0.00	0.00	0.00	0.00
41			STORM SEWERS, PVC-SDK-26, 4 INCH	FOOT	40	30.00	1200.00	-40.00	-1200.00	0.00	0.00
42			STORM SEWERS, PVC-SDK-26, 6 INCH	FOOT	21	32.00	672.00	0.00	0.00	0.00	0.00
43			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 12 INCH	FOOT	576	36.00	20736.00	-452.00	-16272.00	0.00	0.00
44			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 15 INCH	FOOT	260	38.00	9880.00	200.00	7600.00	0.00	0.00
45			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 18 INCH	FOOT	319	42.00	13398.00	300.00	12600.00	0.00	0.00
46			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 36 INCH	FOOT	599	90.00	53910.00	-49.00	-4410.00	0.00	0.00
47			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 42 INCH	FOOT	1333	111.00	147963.00	-33.00	-3663.00	0.00	0.00
48			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 12 INCH WATERMAIN QUALITY	FOOT	112	42.00	4704.00	-37.00	-1554.00	0.00	0.00
49			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 15 INCH WATERMAIN QUALITY	FOOT	116	45.00	5220.00	100.00	4500.00	0.00	0.00
50			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 18 INCH WATERMAIN QUALITY	FOOT	166	48.00	7968.00	0.00	0.00	0.00	0.00
51			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 36 INCH WATERMAIN QUALITY	FOOT	109	118.00	12862.00	-9.00	-1062.00	0.00	0.00
52			STORM SEWERS, HIGH DENSITY POLYETHYLENE, 42 INCH WATERMAIN QUALITY	FOOT	298	150.00	44700.00	-107.00	-16050.00	15300.00	0.00
53			PIPE, CULVERT 12"	FOOT	34	40.00	1360.00	34.00	1360.00	0.00	0.00
54			PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	3	450.00	1350.00	3.00	1350.00	0.00	0.00
55			PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	500.00	1000.00	2.00	1000.00	0.00	0.00
56			PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	1300.00	1300.00	0.00	0.00	0.00	0.00
57			CURBING FOR CONCRETE FLARED END SECTION 15"	EACH	2	300.00	600.00	2.00	600.00	0.00	0.00
58			GRADING FOR CONCRETE FLARED END SECTION 42"	EACH	1	800.00	800.00	0.00	0.00	0.00	0.00
59			12" DIAMETER LINED STEEL SLEEPER, 6.567" WALL THICKNESS, AUGERED	FOOT	108	500.00	54000.00	0.00	0.00	0.00	0.00
60			CONNECT PROPOSED 8" SANITARY SEWER TO EXISTING STRUCTURE	EACH	1	1000.00	1000.00	0.00	0.00	0.00	0.00
61			CONNECT PROPOSED 12" PIPE TO EXISTING STRUCTURE	EACH	1	500.00	500.00	1.00	500.00	0.00	0.00
62			CONNECT EXISTING 18" PIPE TO PROPOSED STRUCTURE	EACH	1	100.00	100.00	-1.00	-100.00	0.00	0.00

**Village of** Coal City  
**REL Job #:** 09-596  
**Project:** Elm Street Storm Sewer Improvements  
**Contractor** D Construction  
**Inspector** John Hannigan

Pre-FINAL

Item No	S/P Req	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 15%		Retention 0%	
								(Quantity)	Invoice #5 Date 1/2/14 (Price)	(Quantity)	Invoice #6 Date (Price)
65			CONNECT EXISTING 6" PIPE TO PROPOSED STRUCTURE	EACH	7	100.00	700.00	-4.00	-400.00	4.00	400.00
64			CONNECT EXISTING 8" PIPE TO PROPOSED STRUCTURE	EACH	1	100.00	100.00	-1.00	-100.00	1.00	100.00
65			CONNECT EXISTING 10" PIPE TO PROPOSED STRUCTURE	EACH	1	110.00	110.00	-1.00	-110.00	1.00	110.00
66			CONNECT EXISTING 12" PIPE TO PROPOSED STRUCTURE	EACH	3	140.00	420.00	3.00	420.00	3.00	420.00
67			CONNECT EXISTING 18" TO PROPOSED STORM SEWER, LESS THAN 12"	EACH	1	100.00	100.00	-1.00	-100.00	1.00	100.00
68			CONNECT EXISTING 18" TO PROPOSED STORM SEWER, 12" OR GREATER	EACH	1	200.00	200.00	0.00	0.00	0.00	0.00
69			WATER SERVICE REPAIR	EACH	32	500.00	16000.00	-23.00	-11500.00	1.00	500.00
70			AUGER PIT	EACH	1	55000.00	55000.00	0.00	0.00	0.00	0.00
71			RECURVING PIT	EACH	1	5000.00	5000.00	0.00	0.00	0.00	0.00
72			ADJUSTING WATER MAIN 6"	FOOT	80	100.00	8000.00	-16.00	-1600.00	4.00	400.00
73			ADJUSTING WATER MAIN 10"	FOOT	80	170.00	13600.00	-29.00	-4930.00	9.00	1530.00
74			CATCH BASINS, TYPE C, TYPE H FRAME, OPEN LID	EACH	9	1100.00	9900.00	1.00	1100.00	0.00	0.00
75			CATCH BASINS, TYPE C, TYPE S GRATE	EACH	19	1100.00	20900.00	1.00	1100.00	0.00	0.00
76			CATCH BASINS, TYPE C, NUTNUT R-350-P FRAME AND GRATE	EACH	8	1200.00	9600.00	0.00	0.00	0.00	0.00
77			INLET, TYPE A, 2-DIAMETER, NUTNUT R-350-P FRAME AND GRATE	EACH	4	1200.00	4800.00	-4.00	-4800.00	0.00	0.00
78			INLET, TYPE A, 2-DIAMETER, TYPE H FRAME AND GRATE	EACH	1	1100.00	1100.00	1.00	1100.00	0.00	0.00
79			INLET, TYPE A, 2-DIAMETER, TYPE H FRAME, OPEN LID	EACH	2	1000.00	2000.00	2.00	2000.00	0.00	0.00
80			INLET, TYPE A, 2-DIAMETER, TYPE S GRATE	EACH	6	1200.00	7200.00	0.00	0.00	0.00	0.00
81			INLET, TYPE B, 3-DIAMETER, TYPE H FRAME AND GRATE	EACH	4	1400.00	5600.00	3.00	4200.00	0.00	0.00
82			INLET, TYPE B, 3-DIAMETER, TYPE H FRAME, OPEN LID	EACH	2	1400.00	2800.00	1.00	1400.00	0.00	0.00
83			INLET, TYPE B, 3-DIAMETER, TYPE S GRATE	EACH	5	1300.00	6500.00	5.00	6500.00	0.00	0.00
84			INLET, TYPE B, 3-DIAMETER, TYPE H FRAME AND GRATE	EACH	2	1500.00	3000.00	2.00	3000.00	0.00	0.00
85			MANHOLE, TYPE A, 4-DIAMETER, TYPE H FRAME, OPEN LID	EACH	1	2000.00	2000.00	1.00	2000.00	1.00	2000.00
86			MANHOLE, TYPE A, 4-DIAMETER, TYPE H FRAME, CLOSED LID	EACH	6	2000.00	12000.00	0.00	0.00	0.00	0.00
87			MANHOLE, TYPE A, 5-DIAMETER, TYPE H FRAME, OPEN LID	EACH	17	2400.00	40800.00	0.00	0.00	0.00	0.00
88			MANHOLE, TYPE A, 5-DIAMETER, TYPE H FRAME, CLOSED LID	EACH	3	2400.00	7200.00	2.00	4800.00	0.00	0.00
89			MANHOLE, TYPE A, 5-DIAMETER, TYPE H FRAME AND GRATE	EACH	2	2500.00	5000.00	2.00	5000.00	0.00	0.00
90			MANHOLE, TYPE A, 6-DIAMETER, TYPE H FRAME, CLOSED LID	EACH	1	4200.00	4200.00	0.00	0.00	0.00	0.00
91			MANHOLE, TYPE A, 6-DIAMETER, TYPE H FRAME, OPEN LID	EACH	7	4200.00	29400.00	0.00	0.00	0.00	0.00
92			MANHOLE, TYPE A, 7-DIAMETER, TYPE H FRAME, OPEN LID	EACH	2	6000.00	12000.00	0.00	0.00	0.00	0.00
93			CATCH BASINS TO BE ADJUSTED WITH NEW, TYPE H FRAME, CLOSED LID	EACH	2	600.00	1200.00	0.00	0.00	2.00	1200.00

**Village of** Coal City  
**REL Job #:** 09-596  
**Project:** Elm Street Storm Sewer Improvements  
**Contractor** D Construction  
**Inspector** John Hannigan

Pre-FINAL

Item No	S P Req	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 15%		Retention 0%	
								(Quantity)	(Price)	(Quantity)	(Price)
94			BRAMIS AND GRATES (ODD) ADJUSTED	EACH	1	400.00	400.00	0.00	0.00	0.00	0.00
95			VALVE BOXES TO BE ADJUSTED	EACH	3	200.00	600.00	0.00	0.00	0.00	0.00
96			MANHOLE MANHOLES TYPE A 4" DIAMETER TYPE 1 FRAME, CLOSED LID	EACH	1	2500.00	2500.00	0.00	0.00	0.00	0.00
97			PLUG STORM SEWER - 6"	EACH	5	100.00	500.00	-3.00	-300.00	3.00	300.00
98			PLUG STORM SEWER - 8"	EACH	1	100.00	100.00	0.00	0.00	1.00	100.00
99			PLUG STORM SEWER - 10"	EACH	1	110.00	110.00	-1.00	-110.00	1.00	110.00
100			PLUG STORM SEWER - 12"	EACH	8	140.00	1120.00	-5.00	-700.00	5.00	700.00
101			PIPE CURVE REMOVAL 10"	FOOT	22	10.00	220.00	-22.00	-220.00	22.00	220.00
102			PIPE CURVE REMOVAL 10"	FOOT	54	10.00	540.00	0.00	0.00	54.00	540.00
103			CONCRETE HEADWALL REMOVAL	EACH	4	500.00	2000.00	2.00	1000.00	0.00	0.00
104			REMOVE CALCIBASIN	EACH	2	400.00	800.00	0.00	0.00	0.00	0.00
105			CONCRETE DRIVEWAY REPLACEMENT	SQ YD	135	63.00	8775.00	-49.00	-3185.00	80.00	5200.00
106			DOT-MIX ASPHALT DRIVEWAY REPLACEMENT	SQ YD	81	25.00	2025.00	0.00	0.00	81.00	2025.00
107			DOT-MIX ASPHALT PAVEMENT REPLACEMENT	SQ YD	778	36.00	28008.00	-82.00	-2982.00	622.00	22392.00
108			PCC PAVEMENT WITH LIMA OVERLAY REPLACEMENT	SQ YD	157	95.00	14915.00	20.00	1900.00	0.00	0.00
109			AGGREGATE DRIVEWAY/PARKWAY REPLACEMENT	SQ YD	469	12.00	5628.00	0.00	0.00	100.00	1200.00
110			COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	518	26.00	13468.00	115.00	2990.00	0.00	0.00
111			SANITARY SERVICE REPLACEMENT-SHIRT	EACH	9	500.00	4500.00	-5.00	-2500.00	0.00	0.00
112			SANITARY SERVICE REPLACEMENT-HONG	EACH	5	2000.00	10000.00	1.00	2000.00	0.00	0.00
113			SANITARY SEWER PVC SDR 26x6 INCH WATERMAIN QUALITY	FOOT	60	65.00	3900.00	0.00	0.00	0.00	0.00
114			SANITARY SEWER PVC SDR-26x 8 INCH	FOOT	150	65.00	9750.00	0.00	0.00	0.00	0.00
115			RAILROAD PROTECTIVE LIABILITY INSURANCE	L-SUM	1	6500.00	6500.00	0.00	0.00	1.00	6500.00
			CHANGE: ORDER # - Pulverize, Shape, and 2" Binder	SY	7100	11.00	78100.00	1979.00	21769.00	1721.00	18941.00
			CHANGE: ORDER #2 - Trucking material removal (Moweb)	EACH	1	4250.00	4250.00	0.00	0.00	1.00	4250.00
			<b>Sub-Total Retention With-holding (redlines) HMA Security (till Nov 2016) Total</b>				<b>1,223,369.47</b>	<b>\$</b>	<b>172,858.47</b>	<b>\$</b>	<b>110,827.00</b>
								<b>\$</b>	<b>25,928.77</b>	<b>\$</b>	<b>(2,000.00)</b>
								<b>\$</b>	<b>146,929.70</b>	<b>\$</b>	<b>(66,800.00)</b>
								<b>\$</b>		<b>\$</b>	<b>42,027.00</b>

Invoice #5	Invoice #6
\$ 1,066,187.97	\$ 1,177,014.97
15% \$ 159,928.20	0% \$ 0.00
\$ 803,896.55	\$ 906,259.77
	\$ (2,000.00)
	\$ (66,800.00)
	\$ 201,955.19

\* - Awarded value without change orders  
 \*\* - HMA Security includes "Reduced" amounts for  
 #09-596 (Elm Street) - \$18,500  
 #14-344 (2014 MFT) - \$19,200  
 #14-436 (2013 Post Tornado) - \$29,100

earned -  
 retainage -  
 past payments -  
 withholding (redlines) -  
 Reduced HMA Security -  
 current payment -

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: FINAL PAYMENT FOR FIRST STREET STORM PROJECT &  
PRAIRIE OAK FORCE MAIN PROJECT**

Attached are final payments for two projects that had been completed by D Construction. In order to close the First Street Project, Public Works is completing some landscaping that is necessary along the east side of Mary rather than hold up closing out this project any longer.

The Prairie Oaks project had been awaiting some sections of fence that have now been installed. The redlines that are being permanently withheld are for as-built drawings that shall be completed by Robinson Engineering rather than waiting upon the contractor.

**Recommendation:**

Approve payments to D Construction according to Sean Kelly's recommendation to close out the First Street Storm and the Prairie Oaks Force Main & Lift Station Projects.



Sean P. Kelly, P.E.  
Direct Line: (815) 412-2704  
Email: [skelly@reitd.com](mailto:skelly@reitd.com)

January 7, 2016

Project 09-596.01

Mr. Matt Fritz, Village Administrator  
Village of Coal City  
515 South Broadway  
Coal City, Illinois 60416

RE: First Street Storm Sewer - Payment Estimate #4

Dear Mr. Fritz:

Enclosed herewith please find Pay Request #4 for D Construction for work completed on the above referenced project. This will be the final payout for the aforementioned project. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

We, therefore, recommend that D Construction is entitled to payment of Six Thousand, Nine Hundred and Eight Dollars and Fifty Cents (\$6,908.50) as summarized below:

Total Earned to Date .....	\$134,015.00
Less 0% Retention .....	\$0.00
With-holding (redlines).....	- \$500.00
Less Previous Pay Estimates .....	<u>\$126,606.50</u>
Amount Due this Estimate #4 (Final) .....	\$6,908.50

The bid amount for this project was \$146,189.80. Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**

Sean P. Kelly, P.E.  
Senior Project Manager 1

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Encl: Invoice summary





Village of Coal City  
 REL Job #: 09-596.01  
 Project: First Street Storm Sewer Improvements  
 Contractor: D Construction  
 Inspector: John Hannigan

FINAL

Item No	S P Req	Cud. Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 10%		Retention 10%		Retention 5%		Retention 0%		
								Invoice #1	Invoice #2	Invoice #3	Invoice #4	Date 7/18/14	Date 9/21/14	Date 9/26/14	Date 12/16/15	
								(Quantity)	(Price)	(Quantity)	(Price)	(Quantity)	(Price)	(Quantity)	(Price)	
36			PTUG STORM SEWER - 12"	EACH	1	140.00	140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
37			CONCRETE DRIVEWAY REPLACEMENT	SQ YD	54	65.00	3570	0.00	54.00	7510.00	40.00	2600.00	0.00	0.00	0.00	
38			HOT-MIX ASPHALT DRIVEWAY REPLACEMENT	SQ YD	79	30.00	1170	0.00	27.00	810.00	135.00	4050.00	0.00	0.00	0.00	
39			HOT-MIX ASPHALT PAVEMENT REPLACEMENT	SQ YD	174	45.00	7830	0.00	130.00	5100.00	54.00	2410.00	0.00	0.00	0.00	
40			AGGREGATE DRIVEWAY/PARKWAY REPLACEMENT	SQ YD	25	15.00	375	0.00	0.00	0.00	0.00	0.00	25.00	375.00	0.00	
41			COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	140	30.00	4200	0.00	120.00	3600.00	122.00	3660.00	0.00	0.00	0.00	
<b>Sub-Total Retention With-holding (redlines) Total</b>							<b>\$ 146,189.20</b>	<b>\$</b>	<b>111,228.80</b>	<b>\$</b>	<b>15,160.00</b>	<b>\$</b>	<b>6,861.20</b>	<b>\$</b>	<b>745.00</b>	
							<b>\$</b>	<b>11,122.88</b>	<b>\$</b>	<b>1,516.00</b>	<b>\$</b>	<b>344.06</b>	<b>\$</b>	<b>(500.00)</b>	<b>\$</b>	<b>245.00</b>
							<b>\$</b>	<b>100,105.92</b>	<b>\$</b>	<b>13,644.00</b>	<b>\$</b>	<b>6,537.14</b>	<b>\$</b>	<b>0.00</b>	<b>\$</b>	<b>0.00</b>

Invoice #1	Invoice #2	Invoice #3	Invoice #4
\$ 111,228.80	\$ 126,388.80	\$ 133,270.00	\$ 134,015.00
10% \$ 11,122.88	10% \$ 12,638.88	5% \$ 6,663.50	0% \$ 0.00
\$ -	\$ 100,105.92	\$ 113,749.92	\$ 126,806.50
\$ 100,105.92	\$ 13,644.00	\$ 12,856.58	\$ (500.00)
			\$ 6,948.50

earned -  
 retainage -  
 past payments -  
 withholding (redlines) -  
 current payment -



Sean P. Kelly, P.E.  
Direct Line: (815) 412-2704  
Email: [skelly@reltd.com](mailto:skelly@reltd.com)

January 7, 2016

Project 12-475.04

Mr. Matt Fritz, Village Administrator  
Village of Coal City  
515 South Broadway  
Coal City, Illinois 60416

RE: Prairie Oaks Force Main & Lift Station - Payment Estimate #5

Dear Mr. Fritz:

Enclosed herewith please find Pay Request #5 for D Construction for work completed on the above referenced project. This shall be the final payout for the aforementioned project. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

We, therefore, recommend that D Construction is entitled to payment of Seventy-Six Thousand, Six Hundred Fifty-Three Dollars and Sixty-One Cents (\$76,653.61) as summarized below:

Total Earned to Date .....	\$920,410.30
Less 0% Retention .....	\$0.00
Less Previous Pay Estimates .....	<u>\$843,756.69</u>
Amount Due this Estimate #5 (Final) .....	<u>\$76,653.61</u>

The award amount for Phase 1 and Phase 2 (Force Main and Lift Station, respectively) is \$948,877.69. Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**

Sean P. Kelly, P.E.  
Senior Project Manager 1

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Encl: Invoice summary



**Village of Coal City**  
**REL Job #: 12-475.04**  
**Project: Prairie Oaks Foremain and Lift Station**  
**Contractor: D Construction**  
**Inspector: John Hannigan**

FINAL

Item No	S / P Key	Code Number	Items	Unit	Estimated Quantities	Awarded Unit Price	Awarded Contract Total	Retention 5%		Retention 0%	
								Invoice #1 Date 10/20/15 (Quantity)	(Price)	Invoice #5 Date (Quantity)	(Price)
27			PHASE 2 - LIFT STATION								
28			PROPOSED LIFT STATION	L-SUM	1	200000.00	200000.00	0.15	30000.00		0.00
29			UTILITY BID ALLOWANCE:	L-SUM	1	25000.00	25000.00		0.00		0.00
30			FOUNDATIONS	L-SUM	1	10000.00	10000.00		0.00		0.00
31			ELECTRICAL IMPROVEMENTS	L-SUM	1	28000.00	28000.00	0.50	14000.00		0.00
32			LIGHT POLE INSTALLATION	EACH	1	3000.00	3000.00	1.00	3000.00		0.00
33			PERIMETER FENCE	FOOT	110	50.00	5500.00		0.00	126.00	6300.00
34			SEWER FLOW CONTROL AND BYPASS PUMPING	L-SUM	1	10000.00	10000.00	1.00	10000.00		0.00
35			6" HDPE FORCE MAIN, DR 17	FOOT	40	50.00	2000.00		0.00		0.00
36			4" HDPE FORCE MAIN, DR 17	FOOT	50	50.00	2500.00		0.00		0.00
37			SANITARY SEWER, PVC SDR 26, 8"	FOOT	172	50.00	8600.00		0.00		0.00
38			MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	4000.00	4000.00		0.00	58.00	2900.00
39			TRENCH BACKFILL	CU YD	260	35.00	9100.00		0.00		0.00
40			AGGREGATE SURFACE REMOVAL AND REPLACEMENT	SQ YD	130	15.00	1950.00	522.00	7830.00		0.00
41			SHEDDING CLASS 2A	SQ YD	330	1.50	495.00	280.00	420.00	58.00	75.00
42			EROSION CONTROL BLANKET	SQ YD	330	1.50	495.00		0.00	130.00	495.00
43			PERIMETER EROSION BARRIER	FOOT	220	2.00	440.00		0.00		0.00
44			EXPLORATORY EXCAVATION	EACH	2	1000.00	2000.00		0.00	2.00	2000.00
			CCDD SAMPLING	L-SUM	1	0.01	0.01		0.00		0.00
			CHANGE ORDER #1 - Add'l trenching & conduit (re-ass transformer)	L-SUM	1	2550.00	2550.00		0.00	1.00	2550.00
			CHANGE ORDER #2 - WWTP Fence Removal	L-SUM	1	1000.00	1000.00		0.00	1.00	1000.00
			<b>Sub-Total Retention Total</b>				<b>948877.69</b>		<b>97,865.94</b>		<b>32,245.36</b>
									<b>4,899.50</b>		<b>-</b>
									<b>93,050.44</b>		<b>32,245.36</b>

\* - Awarded Contract without Change Orders

Invoice #4	Invoice #5
\$ 888,164.94	\$ 920,410.30
5% \$ 44,408.25	0% \$ -
\$ 711,157.50	\$ 843,756.69
\$ 132,599.19	\$ 76,653.81

earned -  
retainage -  
past payments -  
current payment -

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 13, 2016

**RE: PROCEEDING WITH BIDS FOR WATER PLANT AND NECESSARY COMMUNICATION REPAIRS**

The Village included within this year's budget major improvements at the Water Treatment Plant to overhaul its control technology, i.e. the PLC (which is the brains of the treatment tanks) along with its supporting communications technology and the front piping and valves. These improvements would include communication between the remote locations and the water and sanitary treatment plants as well.

Joe McKenna of Chamlin Engineering has provided agreements for service in order to proceed with designing and gathering bids to complete these projects. Chamlin already has the design of the water treatment plant within its records which caused them to split the two projects apart; they also believe this will include two separate sets of responding bidders for the proposals.

The contracts each carry a not-to-exceed engineering cost of \$17,600 for the design with the remainder of the fee being 7% of the awarded bid during the installation and oversight phase. This was estimated at \$400,000 in the FY16 Budget.

**Recommendation:**

Authorize Chamlin Engineering to proceed with the design and bids of Utility Plant & Communications improvements according to the Agreements for Engineering Services provided.

**AGREEMENT FOR ENGINEERING SERVICES**

**VILLAGE OF COAL CITY  
SCADA IMPROVEMENTS**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Village of Coal City, hereinafter referred to as the OWNER, and Charmlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The Village of Coal City intends to construct improvements to the SCADA system for operation of the wells and water treatment plant.

This Engineering Services Agreement covers the design of the necessary plans, specifications, bidding documents and contract documents to describe the proposed improvements. Specifically, the scope of work for the design of this project includes review of the agreement with the OWNER, prepare plans and specifications, conduct periodic progress review meetings with the OWNER, Construction phase services including bidding, contract award, contract administration, and resident inspection services are also included. All services will be performed on a time & materials, not-to-exceed basis to provide credit for previous work by Metropolitan Industries and Gasvoda Associates, Inc. in scoping the needed equipment.

The ENGINEER agrees to perform the various professional engineering services for the design of said project in accordance with the provisions of this Agreement.

**SECTION A - GENERAL PROVISIONS**

**1. General**

a. This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General Provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

b. The ENGINEER will attend conferences and public hearings with the OWNER or other interested parties and provide assistance in connection with such undertakings as may be reasonably necessary for this Project.

**2. Responsibilities of the ENGINEER**

- a. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER's duties under this Agreement. The ENGINEER, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services.
- b. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER's control.
- c. The ENGINEER hereby agrees to save, indemnify and hold harmless the OWNER from any and all claims, demands, causes of action or the like arising from any act, omission or otherwise by said ENGINEER under this Agreement.
- d. The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for services directly provided by the ENGINEER.

**3. Responsibilities of the OWNER**

- a. The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.
- b. The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

#### 4. Changes

- a. The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.
- b. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

#### 5. Termination of Contract

- a. This Agreement may be terminated in whole or in part by writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days, copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party in Agreement to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

#### 6. Payment

- a. The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.
- b. Payments for ENGINEERING SERVICES during the Design Phase (Section B-1 through B-9 of this Agreement) are due and payable in accordance with the following:
  1. Partial payments not to exceed 90% of the amount earned shall be made monthly as the work progresses in accordance with the percentage of construction fee schedule, based on the latest approved estimate of cost.
  2. Upon award of the construction contract for the improvement, 100% of the total fee shall be paid, based on the awarded cost.
  3. If the contract for construction has not been awarded one year after the acceptance of the plans by the OWNER, OWNER will pay the ENGINEER the balance of the engineering fee due to make 100% of the total fees due under this Agreement.
- c. Payments for ENGINEERING SERVICES during the Construction Phase (Section B-11 through B-25 of this Agreement) are due and payable monthly upon submission of a detailed statement of charges.
- d. RESERVED.



this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

- b. The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.

**10. Reserved**

**11. Reserved**

**12. Covenant Against Contingent Fees**

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

**13. Remedies**

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to his Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the OWNER is located.

- e. Payment for ADDITIONAL ENGINEERING SERVICES (Section C of this Agreement) performed in accordance with this Agreement is due and payable in accordance with the following:

- 1. One hundred percent (100%) of monthly Cost Plus Fixed Fee or Per Diem invoices.

- f. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement. The ENGINEER shall prepare the estimates of work performed and shall supplement them with such supporting data as the OWNER may require.

- g. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

**7. Project Design**

- a. Unless otherwise approved by the OWNER, the ENGINEER shall specify materials, equipment, and processes which are readily available through competitive procurement.

- b. Project design criteria should be consistent with the criteria set forth in the IEPA permit conditions and design guidelines.

**8. Audit and Access to Records**

- a. The ENGINEER shall maintain books, records, documents and other evidence consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, NY 10019; June 1, 1987). The OWNER or any of its duly authorized representatives and shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

- b. Audits contacted pursuant to this provision shall be in accordance with generally accepted auditing standards.

**9. Subcontracts**

- a. Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of

## SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

### ENGINEERING SERVICES DURING THE DESIGN PHASE

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Section B-1 through B-9 described herein in accordance with the schedule described in Attachment I, unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project cost based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incidental to such explorations or testing, no matter whether they are performed by the ENGINEER or by others, shall be paid for by the OWNER as indicated in Section C and set out in Attachment I.
3. The ENGINEER shall review the Preliminary Plan prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, shall revise design criteria, design standards, and other appropriate preliminary design information included in the preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
4. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER.

### RESERVED

5. RESERVED
6. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, ten (10) copies of detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. Additional copies of the above specified documents shall be provided to the OWNER by the ENGINEER at production cost. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-5(c).

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7. The ENGINEER shall establish baselines for locating the work together with a suitable number of bench marks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work.
8. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
9. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service prepare and furnish to the OWNER an estimate for total compensation to be paid the ENGINEER for providing the services, to be performed in the Construction Phase.
10. Section B-1 through B-9 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Section C will take effect upon execution of this agreement.

### ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE

11. Performance of the services requested during this phase will be initiated by the ENGINEER promptly after execution of Attachment II and the OWNER issues a written authorization to proceed.
12. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders and make recommendations for awarding contract(s) for construction to the lowest responsible, responsive bidder.
13. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, three (3) sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. Additional copies of such contract documents shall be provided to the OWNER by the ENGINEER at production cost.
14. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
15. The ENGINEER shall interpret the intent of the design drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
16. The ENGINEER shall provide general engineering review of the work of the contracts as construction progresses to ascertain that the contractors are conforming with the design concept.

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**SECTION C B SIGNATURES**

17. Provide Resident Project Inspection.  
The ENGINEER shall, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. Resident inspection includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and the contractor, reviewing of contractor's request for progress payments, inspecting of completed work for compliance with Contract Documents and keeping of a daily diary. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the Contract Documents. Period of service for calculating compensation will be the longest construction contract completion time bid plus thirty (30) days.
18. Provide construction staking services, if applicable.
19. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligations to see that the work is performed in a safe manner.
20. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
21. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER and others as required.
22. The ENGINEER shall make an inspection prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER.
23. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER.
24. The ENGINEER shall provide the OWNER with one set of reproducible (as-built) drawings and two sets of prints. Such drawings will be based upon the resident project inspector's construction data and the construction records provided by the contractor during construction and reviewed by the resident inspector.
25. Section B-11 through B-25 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Section C will take effect upon execution of Attachment II.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER: **VILLAGE OF COAL CITY, ILLINOIS**

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Pamela F. Noffsinger, Village Clerk Terry Halliday, Village President

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER: **CHAMLIN & ASSOCIATES, INC.**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Michael W. Perry, Secretary James K. Clinard, Vice-President

**ATTACHMENT II  
COMPENSATION FOR ENGINEERING SERVICES  
DURING THE CONSTRUCTION PHASE**

**ATTACHMENT I  
COMPENSATION FOR ENGINEERING SERVICES DURING THE DESIGN PHASE**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Village of Coal City, the OWNER, and Chamlin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_\_ day of \_\_\_\_\_, that the OWNER shall compensate the ENGINEER for services described in Section B-11 through B-25 and Section C designated Construction Phase services.
2. Compensation for ENGINEERING SERVICES shall be by per diem method in accordance with the estimated rates shown in Attachment III. The not to exceed fee based on a \_\_\_\_\_-month construction period is:  

\$ (To be determined – estimated at 7% of the Contract Bid price)
3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.
4. Time of completion of services during construction is \_\_\_\_\_ calendar days following Notice to Proceed.

1. Compensation for ENGINEERING SERVICES shall be by percentage of construction “not-to-exceed” as detailed in the following table.

<u>Construction Cost</u>	<u>Percentage</u>
FIRST \$ 100,000	10.00%
NEXT 120,000	7.60%
NEXT 200,000	6.20%
NEXT 300,000	5.40%
NEXT 750,000	5.00%
NEXT 1,000,000	4.40%

The estimated not-to-exceed fee, based on the construction cost estimate of \$200,000 is:  
 \$ 17,600

(Based on credit for previous work by Metropolitan Services and Gasvoda Associates, Inc. in scoping the needed equipment.)

2. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.

5. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER:

ATTEST:

**VILLAGE OF COAL CITY, ILLINOIS**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 Pamela M. Noffsinger, Village Clerk Terry Halliday, Village President

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

**CHAMLIN & ASSOCIATES, INC.**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 Michael W. Perry, Secretary James K. Climard, Vice-President

**ATTACHMENT III - FEE SCHEDULES**

SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

**2015-2016 RATE SCHEDULE**

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	\$ 134.00	Sr. Party Chief	\$ 92.00
Structural Engineer	134.00	Party Chief	80.00
Project Engineer	122.00	Inspector	82.00
Professional Land Surveyor	108.00	Rodman	44.00
Engineer	100.00	Office Manager	64.00
Sr. Designer	100.00	Admin. Support Staff	40.00
Instrumentman	100.00	Vehicle & Standard Survey Equip.	8.00
Engineer in Training (EIT)	98.00	Vehicle & Total Station	18.00
Designer	88.00	GPS & Vehicle	38.00
Chief Engineering Aide	104.00	Inspection Vehicle	5.00
Sr. Engineering Aide	86.00	Mileage	0.50/mi.
Engineering Aide	76.00	Computer & Plotter	15.00
Draftsman	72.00	ATV Rental	15.00

The hourly rates itemized above shall be effective the date the date the parties, hereunto entering this agreement, have affixed their signatures and shall remain in effect until March 31, 2016. In the event that services of the ENGINEER extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.

**AGREEMENT FOR ENGINEERING SERVICES**

**VILLAGE OF COAL CITY  
WATER TREATMENT PLANT IMPROVEMENTS**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Village of Coal City, hereinafter referred to as the OWNER, and Chamlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The Village of Coal City intends to make improvements to the existing water treatment plant, including piping and valve replacement, as well as chemical feed equipment upgrades and ancillary equipment as needed.

This Engineering Services Agreement covers the design of the necessary plans, specifications, bidding documents and contract documents to describe the proposed improvements. Specifically, the scope of work for the design of this project includes review of the agreement with the OWNER, prepare plans and specifications, conduct periodic progress review meetings with the OWNER. Construction phase services including bidding, contract award, contract administration, and resident inspection services are also included.

The ENGINEER agrees to perform the various professional engineering services for the design of said project in accordance with the provisions of this Agreement.

**SECTION A - GENERAL PROVISIONS**

**1. General**

- a. This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General Provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.
- b. The ENGINEER will attend conferences and public hearings with the OWNER or other interested parties and provide assistance in connection with such undertakings as may be reasonably necessary for this Project.

**2. Responsibilities of the ENGINEER**

- a. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER's duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services.
- b. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER's control.
- c. The ENGINEER hereby agrees to save, indemnify and hold harmless the OWNER from any and all claims, demands, causes of action or the like arising from any act, omission or otherwise by said ENGINEER under this Agreement.
- d. The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for services directly provided by the ENGINEER.

**3. Responsibilities of the OWNER**

- a. The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.
- b. The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

#### 4. Changes

- a. The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.
- b. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

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- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days, copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party in Agreement to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

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## SECTION B - ENGINEERING SERVICES

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### ENGINEERING SERVICES DURING THE DESIGN PHASE

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Section B-1 through B-9 described herein in accordance with the schedule described in Attachment I, unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project cost based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incidental to such explorations or testing, no matter whether they are performed by the ENGINEER or by others, shall be paid for by the OWNER as indicated in Section C and set out in Attachment I.
3. The ENGINEER shall review the Preliminary Plan prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, shall revise design criteria, design standards, and other appropriate preliminary design information included in the preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
4. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER.

5. RESERVED

6. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, ten (10) copies of detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. Additional copies of the above specified documents shall be provided to the OWNER by the ENGINEER at production cost. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-5(e).

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7. The ENGINEER shall establish baselines for locating the work together with a suitable number of bench marks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work.
8. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
9. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service prepare and furnish to the OWNER an estimate for total compensation to be paid the ENGINEER for providing the services, to be performed in the Construction Phase.
10. Section B-1 through B-9 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Section C will take effect upon execution of this agreement.

### ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE

11. Performance of the services requested during this phase will be initiated by the ENGINEER promptly after execution of Attachment II and the OWNER issues a written authorization to proceed.
12. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders and make recommendations for awarding contract(s) for construction to the lowest responsible, responsive bidder.
13. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, three (3) sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. Additional copies of such contract documents shall be provided to the OWNER by the ENGINEER at production cost.
14. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
15. The ENGINEER shall interpret the intent of the design drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
16. The ENGINEER shall provide general engineering review of the work of the contracts as construction progresses to ascertain that the contractors are conforming with the design concept.

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17. Provide Resident Project Inspection.

The ENGINEER shall, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. Resident inspection includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and the contractor, reviewing of contractor's request for progress payments, inspecting of completed work for compliance with Contract Documents and keeping of a daily diary. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the Contract Documents. Period of service for calculating compensation will be the longest construction contract completion time bid plus thirty (30) days.

18. Provide construction staking services, if applicable.

19. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligations to see that the work is performed in a safe manner.

20. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.

21. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER and others as required.

22. The ENGINEER shall make an inspection prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER.

23. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER.

24. The ENGINEER shall provide the OWNER with one set of reproducible (as-built) drawings and two sets of prints. Such drawings will be based upon the resident project inspector's construction data and the construction records provided by the contractor during construction and reviewed by the resident inspector.

25. Section B-11 through B-25 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Section C will take effect upon execution of Attachment II.

**SECTION C B SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER:

**VILLAGE OF COAL CITY, ILLINOIS**

ATTEST:

BY:

Pamela F. Noffsinger, Village Clerk

BY:

Terry Halliday, Village President

DATE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

**CHAMLIN & ASSOCIATES, INC.**

BY:

Michael W. Perry, Secretary

BY:

James K. Clinard, Vice-President

**ATTACHMENT II  
COMPENSATION FOR ENGINEERING SERVICES  
DURING THE CONSTRUCTION PHASE**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Village of Coal City, the OWNER, and Chamlin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_\_ day of \_\_\_\_\_ that the OWNER shall compensate the ENGINEER for services described in Section B-11 through B-25 and Section C designated Construction Phase services.
2. Compensation for ENGINEERING SERVICES shall be by per diem method in accordance with the estimated rates shown in Attachment III. The not to exceed fee based on a \_\_\_\_\_-month construction period is:  

\$ (To be determined -- estimated at 7% of the Contract Bid price)
3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.
4. Time of completion of services during construction is \_\_\_\_\_ calendar days following Notice to Proceed.

**ATTACHMENT I  
COMPENSATION FOR ENGINEERING SERVICES DURING THE DESIGN PHASE**

1. Compensation for ENGINEERING SERVICES shall be by percentage of construction "not-to-exceed" as detailed in the following table.

	<u>Construction Cost</u>	<u>Percentage</u>
FIRST	\$ 100,000	10.00%
NEXT	120,000	7.60%
NEXT	200,000	6.20%
NEXT	300,000	5.40%
NEXT	750,000	5.00%
NEXT	1,000,000	4.40%

The estimated not-to-exceed fee, based on the construction cost estimate of \$200,000 is:  
\$ 17,600

2. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.

**ATTACHMENT III - FEE SCHEDULES**

5. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER: **VILLAGE OF COAL CITY, ILLINOIS**

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 Pamela M. Noffsinger, Village Clerk Terry Halliday, Village President

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER: **CHAMLIN & ASSOCIATES, INC.**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 Michael W. Perry, Secretary James K. Clinard, Vice-President

1. SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

**2015-2016 RATE SCHEDULE**

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	\$ 134.00	Sr. Party Chief	\$ 92.00
Structural Engineer	134.00	Party Chief	80.00
Project Engineer	122.00	Inspector	82.00
Professional Land Surveyor	108.00	Rodman	44.00
Engineer	100.00	Office Manager	64.00
Sr. Designer	100.00	Admin. Support Staff	40.00
Instrumentman	100.00	Vehicle & Standard Survey Equip.	8.00
Engineer in Training (EIT)	98.00	Vehicle & Total Station	18.00
Designer	88.00	GPS & Vehicle	38.00
Chief Engineering Aide	104.00	Inspection Vehicle	5.00
Sr. Engineering Aide	86.00	Mileage	0.50/mi.
Engineering Aide	76.00	Computer & Plotter	15.00
Draftsman	72.00	ATV Rental	15.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this agreement, have affixed their signatures and shall remain in effect until March 31, 2016. In the event that services of the ENGINEER extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.