

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
FEBRUARY 10, 2021
7:00 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
4. Approval of Warrant List
5. Public Comment
6. Approval of Waste Water Treatment Plant Outflow Quality Study by Huff & Huff
7. Approval of Chamlin Engineering to Design Water Treatment Plant Expansion Project

8. Approval of Welcome Signage Improvement Package

9. Report of Mayor

10. Report of Trustees:

S. Beach

T. Bradley

D. Spesia

D. Greggain

R. Bradley

D. Togliatti

11. Report of Village Clerk

12. Report of Village Attorney

13. Report of Village Engineer

14. Report of Chief of Police

15. Report of Village Administrator

A. CURES Grant Update

16. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 10, 2021

RE: SANITARY TREATMENT PLANT OUTFLOW QUALITY IMPACT STUDY

In 2016, when the Village reviewed the capabilities and expansion of its existing utilities, it was determined the sanitary treatment plant could be increased from its current total capacity allowances upwards by simply filing for a re-rating of the total capability of the system. Taking these improvements in steps, the Village applied for a ReBUILD Illinois Public Infrastructure Project in order to complete a Sanitary Treatment Plant Modernization Project. While the Village awaits for DCEO to determine the successful applicants, it is timely to conduct an outflow quality monitoring study soon.

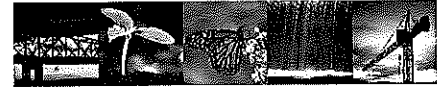
To study the quality of the outflow, a subcontractor, Huff & Huff will study, collect samples, and analyze the Claypool Drainage Ditch which receives the outflow of the Sanitary Treatment Facility. Prior to filing to re-rate the plant providing for additional total sanitary treatment plant capability, this study must be completed. During the early spring is the time of year these studies should be completed. These results will allow for re-rating of the facility this year or for many years to come. The Sanitary Treatment Facility Upgrade has a number of measures that can be taken, but this study must be completed and submitted if the Village desires to increase its total rating to 950,000 gallons per day. In addition to the cost of this study, Chamlin will eventually need to spend professional hours filing with the IEPA for any upgrades.

Recommendation:

Authorize Mayor Halliday to enter into a contract for \$9,760 to allow Huff & Huff to complete the outflow study for the Sanitary Treatment Facility.



A Subsidiary of GZA



September 9, 2019
Revised: January 21, 2021

Mr. Don W Bixby, P.E.
Chamlin & Associates, Inc.
3017 Fifth Street
Peru, IL 61354

Re: **Stream Assessment of Claypool Ditch
Coal City WWTP
Coal City, Grundy County, Illinois**

Dear Mr. Bixby:

Huff & Huff, Inc. (H&H) a subsidiary of GZA, GeoEnvironmental Inc. (GZA) is pleased to submit this proposal to Chamlin & Associates, Inc. (Client) to conduct a stream assessment for Claypool Ditch in support of the Village of Coal City's wastewater treatment plant expansion in Coal City, Grundy County, Illinois. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. INTRODUCTION

The Village of Coal City is proposing to expand their existing wastewater treatment plant from 0.725 Million Gallons per Day (MGD) to possibly 0.95 MGD. The proposed expansion requires an anti-degradation assessment of receiving surface waters. The existing wastewater treatment plant discharges to an unnamed tributary to Claypool Ditch, a two foot wide bottom drainage ditch that was installed in about 2002. Per Client's coordination with the Illinois Environmental Protection Agency (IEPA), characterization of the unnamed tributary to Claypool Ditch is not required; however, characterization of Claypool Ditch is required.

This scope of services and sampling plan assumes the following:

- The stream characterization will be conducted during low water levels while water temperatures remain above 59°F (15°C).
- The mussel, fish, macroinvertebrate survey and water quality sample will be conducted at one location downstream of the wastewater treatment plant.
- The mussel survey will not require SCUBA and the fish survey will not require a boat shocker.
- If a state or federally listed threatened or endangered species is collected, per the terms of state and federal T&E species handling permits, H&H is required to notify the Illinois Department of Natural Resources (IDNR) and/or the US Fish & Wildlife Service (FWS) within 24 hours and provide the results of the survey to the IDNR and/or FWS by January 31 of the year following the survey.

2. SCOPE OF SERVICES

Task 1 – Stream Characterization

H&H will characterize Claypool ditch by sampling for fish, macroinvertebrates, mussels, and water quality as described below.

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

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Macroinvertebrate Collection

Aquatic macroinvertebrates consist of annelids (aquatic worms), macro crustaceans, aquatic insects, mollusks and other invertebrates that meet the following criteria: they 1) spend all or part of their life cycles in or on aquatic substrates; 2) can be seen with the naked eye; and 3) can be retained in a U.S. Standard No. 30 sieve. The metrics used in evaluating the macroinvertebrate community in Illinois is the *Macroinvertebrate Biotic Index* (MBI) and the MIBI, the *Macroinvertebrate Index of Biotic Integrity*. An MBI must be calculated to provide one of the metrics used in calculating the MIBI. Methodology used to collect organisms was in accordance with the methods given in the *Standard Operating Procedure for Method to Collect Aquatic Macroinvertebrates from Wadeable Streams for Biotic Integrity Assessments, IEPA 2011*. This 20-jab method proportionately samples all habitat types and is applied to wadable streams of second order or larger.

Fish Collection

The fish will be collected in accordance with the IEPA methodology. Fish will be sampled using an electric seine, and if the stream is too shallow, a backpack mounted electro-shocker. The fish will be identified, measured, and released back into the river at the collection points. Representative samples will be taken to the laboratory for identification and voucher specimens.

Fish sampling will include riffle, runs, and pools, where present, and a length of 30 times the wetted width of the stream will be sampled for fish at each location. Voucher specimens will be maintained for all uncommon species collected and held for a period of 1 year. Fish sampling will occur at the same locations as the benthic sampling.

Mussel Collection

A four person-hour mussel survey at each of the same location as the macroinvertebrate and fish survey will be conducted. Substrate characteristics and water temperature will be recorded. Other mollusks such as snails and limpets will be searched for, along with crustaceans during the mussel survey. Mussels will be sought in a variety of habitats by visually searching from the surface with or without glass bottomed buckets. In addition to the visual searches, substrates will be examined by passing hands through and over the surface layers of substrate to feel for buried mussels. Rocks/woody debris will be moved to examine for mussels beneath them, then replaced in their former position.

As mussels are collected, they will be accumulated in mesh bags and kept submersed in water to prevent thermal shock and desiccation. Accumulated mussels will be sorted and counted at the end of the 4 person-hour survey. Species as well as age and sex, if possible, will be documented. This sampling strategy is consistent with methodology used by the IDNR and Illinois Natural History Survey (INHS) for qualitative mussel surveys in Illinois. Mussels will be handled in a manner acceptable to the IDNR using techniques currently practiced by IDNR personnel.

Water Quality Sample

H&H will collect a water sample for laboratory analysis for chemical constituents identified by the IEPA required for analysis for anti-degradation assessments.

Task 2 – Stream Characterization Report

H&H will summarize the findings of the fish, macroinvertebrates, mussel, and water quality data as described below. In addition, representative photos of the segment of Claypool Ditch characterized as well as macroinvertebrate, fish, and mussel finds will be included in the report. H&H will utilize the IDNR (2008) *Integrating Multiple Taxa in a Biological Stream Rating System* to characterize Claypool Ditch. A digital version of the report will be provided to Client.



Macroinvertebrate

Macroinvertebrate organisms collected will be identified to the genus level where required by the IEPA. The metrics used in evaluating the macroinvertebrate community in Illinois are the MBI and the MIBI. The MBI and MIBI will be calculated using the numerical rating of each taxa developed by the IEPA¹.

Fish

The metric used for evaluating the fish communities in Illinois is the *Index of Biotic Integrity* (IBI). The IBI consists of 10 metrics or parameters that include trophic composition as well as abundance and condition of the fish community. The index incorporates changes in species richness and allows for comparisons of fish community compositions with maximum known values to similar-sized streams based on stream order and location. H&H will calculate the IBI for Claypool Ditch using the results of fish survey.

Mussel

A summary of the findings will include species and number of individuals collected, as well as age and sex, if possible.

Water Quality

H&H will report the laboratory analysis of chemical constituents identified by the IEPA required for analysis for anti-degradation assessments. The results will be compared to Illinois acute and chronic water quality standards.

Task 3 – QA/QC, Project Administration, and Health & Safety

Time under this task includes project administration and management activities that include: cost and schedule tracking, coordination with Client on authorized activities, and other in-house management activities. Time under this task includes QA/QC time for the report and health and safety planning for the stream characterization field work.

3. PROJECT COSTS & SCHEDULE

The estimated manhours and project costs (not-to-exceed on a time and materials basis) are presented below.

Mussel surveys generally are required to start after June 1st and be completed while water temperatures are above 59°F (15°C). Due to safety, in-stream work will not be conducted during high water. This scope of services assumes that field surveys will be conducted during low-flow conditions and will require one field day. The draft report will be provided to Client within four weeks of the completion of the field surveys and the final report within one week of receiving client comments.

Task	Total
1. Stream Characterization	\$4,900
2. Stream Characterization Report	\$3,910
<u>3. QA/QC, Project Administration, and Health & Safety</u>	<u>\$950</u>
Total	\$9,760

¹ Illinois Environmental Protection Agency. 2011b. Standard Operating Procedure for Calculation of the Macroinvertebrate Index of Biotic Integrity (MIBI). Document Control No. 170. IEPA BOW SOP004-00-111. Revision No. 0. Springfield, Illinois.



4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

Jim Novak
Associate Principal
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____
Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with H&H's Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and



- (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.
6. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
7. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
8. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
9. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
10. **Changed Conditions.**
- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.



- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
 - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 11. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 12. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 13. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
- 14. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.
- 15. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.
- 16. Limitation of Remedies.**
- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
 - b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
 - c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
 - d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.



- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.

The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 10, 2021

RE: WATER TREATMENT PLANT EXPANSION ENGINEERING

The Village of Coal City has been placed on critical review by the IEPA since 2016 due to the total volume of water that it provides from its existing facilities originally constructed back in 1990. This stage occurs when the Village treats and distributes 80% of the total allotted capacity at the plant on a regular basis. At the time of this consideration, the Village conducted two studies in order to consider the future actions for its total capacity. The capabilities of both the wastewater treatment facility and the water treatment plant were the subject of much analysis. The wastewater treatment facility was reviewed to determine what would be necessary to accommodate additional volume of water to be produced.

Having completed the water treatment facility analysis, the Village applied for IEPA low interest loan consideration in 2020. No action concerning that application has been made, but the Village wishes to proceed upon a full water treatment plant expansion design in order to gain additional consideration from the IEPA when it looks for applications in July of 2021. The Village has been participating and continues to participate with local communities in determining a means of securing another source of water in addition to the local aquifers, but the planned expansion will lead to increasing the total amount of water to be placed within the system at the water treatment plant facility regardless of the source of the water.

Chamlin Engineering has provided a professional services contract based upon the conclusions of the improvements that had been previously submitted to the IEPA. In addition to the capital items previously submitted to the IEPA, this treatment facility expansion will include new radium removal technology and a new well to provide another raw well water alternative. The total estimated cost for design is just under 7% of the total anticipated project cost.

Chamlin is producing the water treatment plant expansion design in order to allow the Village to add the full design to its IEPA application for their low interest loan and principle forgiveness determination in July. The cost of engineering may be financed along with the cost of the expansion or can be paid with infrastructure expansion funds to be determined by the Village Board. This determination can be made during this year's fiscal budget determination.

Recommendation:

Authorize Mayor Halliday to enter into a contract for Water Treatment Facility Expansion with Chamlin Engineering which will be an estimated \$309,000.

Clerk
Village Admin.
Chamlin Engineer
Chamlin Acctg.

AGREEMENT FOR ENGINEERING SERVICES

**VILLAGE OF COAL CITY
WATER TREATMENT SYSTEM EXPANSION**

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 OWNER intends expand their water treatment plant, including a new well and the necessary raw water main, and an evaluation of alternatives.

This Agreement for Engineering Services covers the following:

Task 1 – Water Treatment Plant Expansion: ENGINEER will provide design and permitting for an expanded ion exchange water softener plant as similar as possible to the OWNER's existing equipment with possible treatment of bypass water for radium only. The OWNER's operators will be consulted to determine desirable improvements over the existing plant's design and layout. A generator will be sized and designed to provide emergency backup power for the total water treatment plant. ENGINEER will provide engineering oversight for all aspects through the securing of an operating permit for the constructed plant, and production of as-built drawings.

Task 2 – New Well: ENGINEER proposes to provide all necessary topographical data collection and siting investigations as necessary to proceed with design and permitting of a new deep well. A generator will be included. ENGINEER will provide engineering oversight for all aspects of construction including the securing of operating permits for the constructed well, and production of as-built drawings.

Task 3 – Raw Water Main: A raw water main will be designed to connect the well back to the plant site. The ENGINEER will coordinate with the OWNER's staff to determine the best routing for the placement of the proposed raw water main. ENGINEER proposes to provide all necessary topographical data collection and property investigations as necessary to proceed with design and permitting of the needed raw water main. ENGINEER will provide engineering oversight for all aspects of construction including the securing of an operating permit for the constructed main, and production of as-built drawings.

Task 4 – Alternatives Investigation: While pursuing the design and permitting of the above-listed tasks, the Engineer will also consider other possible options, as proposed by the Village, on a time and materials basis, up to the amount agreed upon in this Agreement.

The ENGINEER agrees to perform the various professional engineering services for the design and construction phases 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.
- b. The ENGINEER will attend conferences and/or 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 any 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 (per Section B – Engineering Services during the Design Phase) are due and payable in accordance with the following:
 - 1. Partial payments not to exceed 90% of the estimated 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 (per Section B – Engineering Services during the Construction Phase) are due and payable monthly upon submission of a detailed statement of charges.
- d. 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. Time and materials, in accordance with the rates shown in Attachment III, shall be invoiced monthly.
 - 2. ADDITIONAL ENGINEERING SERVICES by others shall be invoiced by the ENGINEER, unless otherwise noted, for such expenses and/or costs associated with the Work completed during the invoice period.
- e. 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.
- f. 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.

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 generally accepted Accounting Principles. The OWNER or any of its duly authorized representatives and shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER shall provide facilities for such access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

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 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. 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.

11. 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.

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

The ENGINEER shall complete the ENGINEERING SERVICES described herein in accordance with the schedule described in Attachment I, unless otherwise mutually agreed to in writing by both parties.

- 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.
- The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies, as applicable. The cost of obtaining such permits and approvals shall be borne by the OWNER.
- 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).
- The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents, if applicable. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project under the Design Phase.
- 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, if applicable. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
- 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.
- The ENGINEER shall provide such services as necessary to advertise this project, which may be bid in separate tasks, according to the OWNER's discretion.

Engineering Services performed under the Design Phase 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

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.

- The ENGINEER shall attend the bid opening(s) 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(s).
- 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.
- 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.
- 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.
- 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.
- 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.

- Provide construction staking services, if applicable.
- 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.
- 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.
- The ENGINEER shall prepare necessary contract change orders for approval of the OWNER and others as required.
- 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.
- 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.
- 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.

Engineering Services performed under the Construction Phase and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Section C will take effect upon execution of Attachment II.

SECTION C - ADDITIONAL ENGINEERING SERVICES

The following designated ADDITIONAL ENGINEERING SERVICES shall be provided by the ENGINEER upon written authorization by the OWNER. Agreed upon ADDITIONAL ENGINEERING SERVICES will be designated by Design Phase (D), Construction Phase (C) or Operations Phase (O) during which the service would be performed. Compensation shall be time and material, not to exceed basis, for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I or Attachment II.

Phase

- D 1. Conduct surveys and prepare easement plats as needed.
- D 2. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- D 3. Assist with financing (special assessments, bond issues, grant requirements, etc.).

SECTION D – 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 M. Noffsinger, Village Clerk

BY: _____
Terry Halliday, Village President

DATE: _____

DATE: _____

(SEAL)

Executed by the ENGINEER:

CHAMLIN & ASSOCIATES, INC.

BY: _____
Dean A. Chalkey, Secretary

BY: _____
Ryan Hansen, Director

(SEAL)

ATTACHMENT I

COMPENSATION FOR ENGINEERING SERVICES DURING THE DESIGN PHASE

1. Compensation for ENGINEERING SERVICES shall be by percentage of estimated construction costs as detailed in the following table for the various tasks:

DESIGN ENGINEERING				
Task	Description	Estimated Construction Cost	Design Fee Schedule	Design Fee
1	WTP Expansion	\$3,411,000	B	\$222,000
2	New Well	\$1,000,000	B	\$60,000
3	Raw Water Main	\$125,000	B	\$15,000
4	Alternatives Evaluation	---	---	\$12,000

Design Fee Schedules is included herein as Exhibit B to Attachment I.

2. Compensation for ADDITIONAL ENGINEERING SERVICES, shall be per time and materials, not to exceed, in accordance with the estimated rates shown in Attachment III for each individual ADDITIONAL ENGINEERING SERVICE or if ADDITIONAL ENGINEERING SERVICES are performed by others, ENGINEER shall invoice OWNER for such expenses and/or costs associated with the Work completed during the invoice period. An Exhibit to this Attachment describes, for each ADDITIONAL ENGINEERING SERVICE, the projected cost schedule and cost summary. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES shall not exceed:

\$5,000 / per site for easement survey and platting; \$1,500 / per site for soil boring coordination

\$6,000 for financing assistance (not-to-exceed)

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-4.

EXHIBIT A TO ATTACHMENT I
ENGINEERING SERVICES AGREEMENT

Refer to Section C: Additional Engineering Services

- | | | |
|----|--|--------------------------------|
| 1. | Easement Survey and Platting | Est. Fee: \$5,000/site
Est. |
| | Fee: | \$5,000 |
| 2. | Testing: | |
| | Coordination of soil borings by Midwest Testing Services, Inc. | Est. Fee: \$1,500/site |
| 3. | Financing Assistance | Est. Fee: \$6,000 |

EXHIBIT B TO ATTACHMENT I
ENGINEERING SERVICES AGREEMENT

**Chamlin Fee Schedule Type A projects
(More Complex)**

	CONSTRUCTION COST	PERCENTAGE
First	100,000	13.00%
Next	120,000	10.10%
Next	200,000	8.30%
Next	300,000	7.20%
Next	750,000	6.50%
Next	1,000,000	5.90%
All		
Over	2,470,000	5.40%

**Chamlin Fee Schedule Type B Projects (Less
Complex)**

	CONSTRUCTION COST	PERCENTAGE
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%
All		
Over	2,470,000	4.10%

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 and Section C designated Construction Phase services.
2. Compensation for ENGINEERING SERVICES shall be per time and materials method in accordance with the estimated rates shown in Attachment III. The not to exceed fees for the various tasks will be based on 8% of actual construction costs which shall be determined upon receiving bids for each task.
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-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:

VILLAGE OF COAL CITY, ILLINOIS

ATTEST:

BY: _____
Pamela M. Noffsinger, Village Clerk

BY: _____
Terry Halliday, Village President

DATE: _____

DATE: _____

(SEAL)

Executed by the ENGINEER:

CHAMLIN & ASSOCIATES, INC.

BY: _____
Dean A. Chalkey, Secretary

BY: _____
Ryan Hansen, Director

(SEAL)

ATTACHMENT III - FEE SCHEDULES

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.

2020-2021 RATE SCHEDULE

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	154.00	Sr. Party Chief	101.00
Sr. Professional Land Surveyor	148.00	Party Chief	89.00
Sr. Project Engineer	148.00	Instrument Operator	82.00
Sr. Project Manager	148.00	Rodman	54.00
Sr. Structural Engineer	148.00	Admin. Support Staff	41.00
Structural Engineer	136.00		
Project Engineer	136.00	Vehicle & Standard Survey Equip.	8.00
Professional Land Surveyor	113.00	Vehicle & Total Station	18.00
Engineer	125.00	Robotic Total Station & Vehicle	28.00
Project Manager	113.00	GPS & Vehicle	38.00
Engineer (EIT)	105.00	Inspection Vehicle	6.00
Designer	99.00	Mileage	0.50
Inspector	99.00	Computer & Plotter	16.00
Chief Engineering Aide	113.00	UTV Rental	300.00 /Day
Sr. Engineering Aide	89.00	Drone Usage Fee	100.00 Flat Rate
Engineering Aide	82.00	Drone Roof Survey (Incl. Usage Fee)	150.00 Flat Rate
Draftsman	76.00	Drone Ground Control (Incl. Usage Fee)	150.00 Flat Rate

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 28, 2021. 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.

MEMO

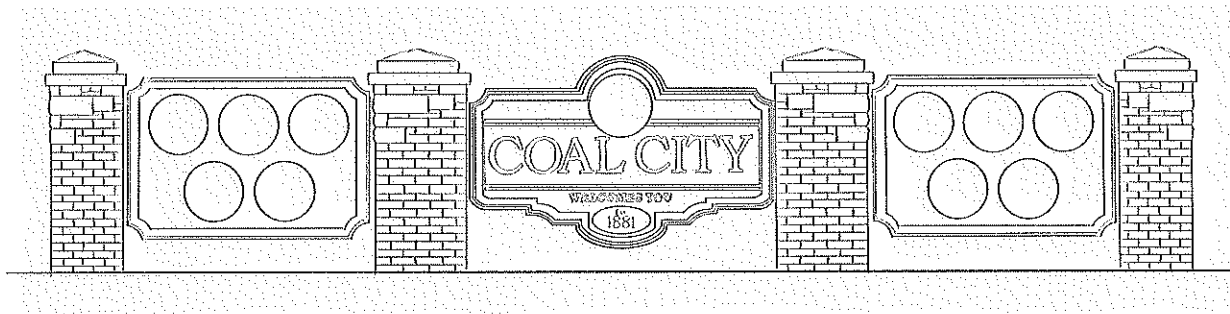
TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

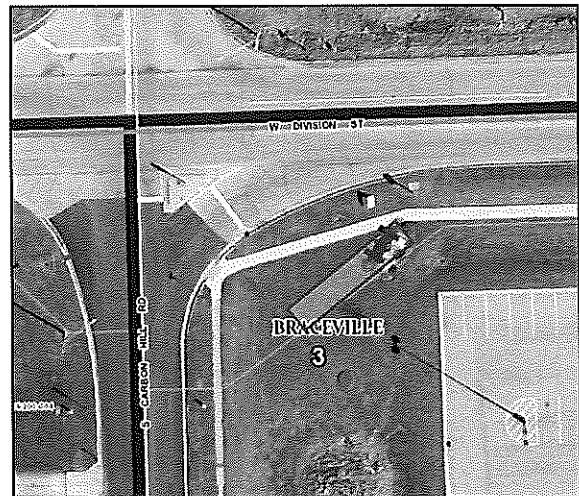
DATE: February 10, 2021

RE: WELCOME SIGN EAGLE SCOUT PROJECT UPDATE



Back at the August 14, 2019 Regular Board Meeting of the Village Board, resident Tyler Jackson approached the Board concerning its desire to participate in an Eagle Scout project whereby he would organize and get additional non-profit organizations to be posted in addition to the existing sign located at the southeast corner of Carbon Hill Road & Division. At the time, the Board was supportive, but instructed staff to assist Tyler with evaluating what would be necessary to complete the project and develop the total budget.

There have been multiple site visits with the contractors to be involved. Desiring to add on additional spaces to host the medallions of local non-profit and service organizations in a manner consistent with the current signage, a new plan was developed to add two more columns along with two new background shields. This is much more costly than the original plan, but will rehabilitate the current signage, which had originally been completed with another Eagle Scout project by resident Jonathon Vota. Upon the first site visit, it was apparent the existing sign was in need of complete repair; it had been restored on two occasions, but enough rot has taken place, it is necessary to replace the entire sign. In addition, the contractor, Dante DiBartolo, has been requested to replace the east side sign located on the north side of the intersection of Fifth Ave. & Division, which was



blown off and destroyed during the August 2020 high wind derecho event.

A new project budget has been developed and Tyler Jackson must get the full project adopted by the Scout Troop. Tyler will continue to work with the area non-profits and service organizations to determine which organizations will be placed within the new areas (formerly four were hosted on the Community signage that was demolished within the Village's lot during the S. Broadway Reconstruction project). However, the Village will be responsible for the payment to the contractors utilized to complete the assignments. The new budget is estimated at \$17,400 –

Wood Signage Boards and backgrounds	\$ 6,700
New Columns	8,000
Landscaping	1,500
Solar Lighting Improvements	600
Non-Profit Medallions	600

Tyler has approached Narvick to provide the necessary masonry work to construct the new column locations. They have discussed providing the project work at ½ of the total cost due to the work being coordinated by Tyler for his Eagle Scout project and Darrell has received some commitments from signage companies the medallions will be without cost. However, due to the size of this project multiplying from the original vision in order for it to be completed adequately, I let him know that the project would get considered and approved by both the Village Board and School Board so he could gain his Boy Scout Project approval.

Please consider participating and providing funding for the total cost. A large portion of this cost is to provide the upkeep to replace what had been in place since the project's first installation. As Tyler works with the contractors it is expected to be less. Should the Board support this project, the School Board will be provided the additional scope and requested to accommodate the larger sign on their property.

Recommendation:

Approve an expenditure not to exceed \$17,400 to complete the Welcome signage Rehabilitation for the Village and participate in Tyler Jackson's Eagle Scout Project.

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield Totals
Jan-21	10	29		3	14	53	54	66	9	78	146	57	55	29	0	0	603
Feb-21																	0
Mar-21																	0
Apr-21																	0
May-21																	0
Jun-21																	0
Jul-21																	0
Aug-21																	0
Sep-21																	0
Oct-21																	0
Nov-21																	0
Dec-21																	0
Totals:	10	29		3	14	53	54	66	9	78	146	57	55	29	0	0	603

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	5	9	0	2	33	46	56	2	66	122	32	15	14	0	0	0	0	402
Feb-21																		0
Mar-21																		0
Apr-21																		0
May-21																		0
Jun-21																		0
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	5	9	0	2	33	46	56	2	66	122	32	15	14	0	0	0	0	402

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	0	5	0	0	21	1	0	0	0	33	6	8	7	0	0	0	0	81
Feb-21																		0
Mar-21																		0
Apr-21																		0
May-21																		0
Jun-21																		0
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	0	5	0	0	21	1	0	0	0	33	6	8	7	0	0	0	0	81

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Total
Jan-21	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	4
Feb-21																		0
Mar-21																		0
Apr-21																		0
May-21																		0
Jun-21																		0
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	4

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sasenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	0	0	0	0	7	1	1	0	2	0	1	3	7	0	0	0	0	22
Feb-21																		0
Mar-21																		0
Apr-21																		0
May-21																		0
Jun-21																		0
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	0	0	0	0	7	1	1	0	2	0	1	3	7	0	0	0	0	22

