

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JULY 26, 2017
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 July 12, 2017
4. Approval of Warrant List
5. Public Comment
6. Letter of Request "Turn the Towns Teal"
7. Selection of Engineering-South Broadway Resurfacing Project Phase II and
Authorizing the Mayor to Enter into a Contract for Services
8. Appointment of Member to the Planning and Zoning Board of Review

9. Purchase Approval – annual sanitary sludge removal bid
10. Public Works Update Presentation
11. Report of Mayor
12. Report of Trustees:
 - S. Beach
 - T. Bradley
 - J. Wren
 - D. Greggain
 - R. Bradley
 - N. Nelson
12. Report of Village Clerk
13. Report of Village Attorney
14. Report of Village Engineer
15. Report of Chief of Police
16. Report of Village Administrator
17. Adjourn



Mayor Terry Halliday
515 S. Broadway
Coal City, IL 60416

July 10, 2017

Dear Mayor Halliday,

September, ovarian cancer awareness month, is just around the corner! I am hoping to get your blessing to "teal" Coal City again this year.

Enclosed is the official document needed by Turn the Towns Teal. Your signature on the letter will show your approval to turn Coal City teal in September. Like previous years, I will provide the bows and labor to hang / remove the bows throughout downtown.

Once you have had an opportunity to sign the letter please scan and email to me or I can come to your office to pick it up.

Also, may I bring pre cut teal ribbon for bows to the Village office for residents to pick up during September?

If you have any questions or need additional information please contact me at 815-374-4129 or ctrotter20@gmail.com. Thank you in advance for your support.

Sincerely,

A handwritten signature in cursive script that reads "Corri Trotter".

Corri Trotter



Turn The Towns Teal®

A National Awareness Campaign for Ovarian Cancer

Dear Administrator:

Turn The Towns Teal® is a national campaign to create awareness of ovarian cancer, its subtle symptoms and risk factors. Our volunteers tie our ribbons (which are biodegradable & made in the USA!) primarily in town centers and providing stores, health clubs, spas, libraries, etc. with symptom cards and information pertaining to ovarian cancer. We do this in September, which is National Ovarian Cancer Awareness Month. The ribbons go up on or about September 1st and are taken down no later than September 30. This will be 11th successful year of raising awareness and saving women's lives. Please do visit our website @ www.turnthetownsteal.org to see our campaign at work.

There is NO early detection test for ovarian cancer which is why we NEED women and men(!) to be aware of the known symptoms and risk factors. If detected in the early stages, the survival rate for ovarian cancer is 90 to 95%, which is why this awareness campaign is so very, very critical.

Thanks to the support of towns & cities like yours, we KNOW for a fact that women's lives ARE being saved through this campaign!

Your signature on the bottom of this letter will indicate your permission for our campaign. **Kindly return the signed letter back to the volunteer whose name and contact information is below.** If you have any questions, please don't hesitate to email us at info@turnthetownsteal.org.

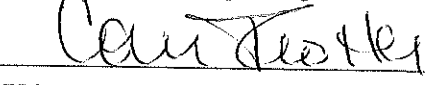
Most sincerely,

Jane MacNeil
President


MAYOR/TOWN OFFICIAL

TOWN/STATE

Please return the signed letter to the volunteer listed below. She/he is responsible for the campaign in your town.


VOLUNTEER NAME

815-374-4129
CONTACT NUMBER/EMAIL

P.O. Box 65, Brookside, NJ 07926

(973) 543~2523

info@turnthetownsteal.org

www.turnthetownsteal.org

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 26, 2017

**RE: SELECTION OF THE BROADWAY RECONSTRUCTION
PHASE 2 ENGINEERING**

Due to the Village's requirement to provide 20% match to the 80% federal funding for the reconstruction of S. Broadway, a request was made of the Department of Commerce & Economic Opportunities (DCEO) to provide grant dollars for the payment of the local match portion of funding. In order to keep DCEO funding intact, the Phase 2 awarding of the engineering firm following the statutory process could not commence until the Village was provided notice of receipt of this grant.

The Street & Alley Committee utilized a small group of affected business owners along with Trustee Wren and Darrell Olson, the Public Works Director, to select a firm to complete the Phase 2 Engineering. Robinson Engineering had previously provided Phase One engineering; this study was made available to all competing firms during the committee's consideration. The second round of consideration includes an oral interview, which is to take place on Saturday. Immediately following the committee's deliberation that day, negotiation with the most qualified firm shall begin. Each of them have received the model agreement for professional services, which is attached. It is expected the highest ranking firm shall be able to reach agreement with the Village prior to Wednesday's meeting and their schedule of fees shall be added to the model agreement.

In order to maintain the tight scheduling of services, which includes submission and completion with IDOT by December 11th, it is necessary to expedite awarding of the next phase of engineering as quickly as possible. Coal City's Village Attorney provided the model agreement and it has been seen by each of the competing firms.

Recommendation:

Authorize Mayor Halliday to enter into a professional services agreement regarding the completion of Phase Two Engineering for the South Broadway Reconstruction Project.

BROADWAY RECONSTRUCTION PHASE 2 FINAL ENGINEERING AND DESIGN
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 2017, and is entered into by and between _____ (hereafter the "Engineer") and the VILLAGE OF COAL CITY (hereafter "Village").

WHEREAS, Engineer will be performing services and work for the Village as set forth in Paragraph 2 and such additional work as may be ordered and directed by the Village from time to time, with such services and work being cumulatively known hereinafter as the "Work"; and

WHEREAS, Engineer has the training, ability, knowledge, and experience to provide the Work as desired and directed by the Village;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the parties hereby agree as follows:

1. **Incorporation.** The foregoing Recitals are made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. **Scope of Services.**
 - A. The Village retains Engineer to perform, and Engineer agrees to perform, all necessary services related to the planning, designing, engineering and construction management of the reconstruction of South Broadway Street between Division Street and Spring Road in the Village (the "Project"), pursuant to the terms and conditions of this Agreement, as follows:
 1. DESIGN AND BIDDING.
 - a. Evaluate and determine the necessary improvements related to the Project, including without limitation, determining solutions for quiet zone improvements, storm drainage relocation to public alleys, and providing lighting consistent with the Village's expressed goals, all as set forth more particularly in Exhibit A, which is incorporated by this reference and made a part hereof as though set forth at length herein;
 - b. Evaluate and utilize best management practices;
 - c. Develop plans, prepare specifications for use with Village's front-end documents, contract design drawings, quantities for bidding items, and construction bid documents for the Project;
 - d. Coordinate Project with IDOT District 3 Office (Ottawa) for bidding items;
 - e. Determine estimate of probable Project cost;
 - f. Develop Project schedule;

- g. Prepare specifications for bidding using the Village's front-end documents;
 - h. Assist Village with competitive bidding process;
 - i. Review/analyze responsive bids;
 - j. Coordinate Project with utility companies, including identifying, coordinating and resolving potential utility conflicts;
 - k. Receive all IDOT and applicable Project permits for construction;
- 2. Perform other related services pertaining to the Project beyond the scope of the services above-listed, as such work may be ordered and directed by the Village from time to time by a separate work order in accordance with the rate schedule appended hereto as Exhibit B (the "Rate Schedule") and, by this reference, incorporated herein.
- 3. Engineer shall perform such additional Work as may be necessary to correct errors or omissions in the Work without undue delay and without additional cost.

Cumulatively, the work and services described in Paragraphs 2, 3 and 4 shall constitute the "Work". The Work shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the Engineer in connection with the Agreement.

- 4. The Work shall be furnished and completed in accordance with this Agreement.
 - 5. Engineer may have contact with the public in the course of performing the Work and shall maintain good relations with the public. Failure to maintain good relations with the public, as determined in the Village's sole discretion, shall constitute a breach of the Agreement. The Village may treat the failure to maintain good relations as a non-curable breach allowing the Village to terminate the Agreement as provided herein.
3. **Payment.** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit itemized invoices to the Village from time to time, but in no event more frequently than once per calendar month, reflecting Work completed to date. The invoice(s) submitted for the Work shall detail the services rendered, including, minimally, identifying the Work performed by date, the type of Work performed and the location of the improvement(s) to which the Work pertained. The Village agrees to abide by the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*) when reviewing Engineer's invoices and payment requests. The Village shall pay Engineer in accordance with the Rate Schedule up to a not-to-exceed fee of \$_____ (the "Compensation"). Engineer agrees that the Compensation shall serve as final payment and that there shall be no additional reimbursement for travel, meals, printing, photocopies or other costs or expenses without the Village's prior written authorization.
4. **Conformance with Laws.** Engineer shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental

unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination laws and regulations, and traffic and public utility regulations.

5. **Indemnification and Hold Harmless.** The Village has relied upon the professional ability, technical acumen, and training of Engineer as a material inducement to enter into this Agreement. Engineer warrants that all of its Work will be performed in accordance with the generally accepted professional practices and standards, by properly trained, organized and experienced personnel capable of and qualified to perform the Work, and that the Work will be performed in accordance with the requirements of applicable federal, state and local laws and regulations. Acceptance of Engineer's Work by the Village shall not operate as a waiver or release. To the fullest extent permitted by law, Engineer agrees to waive any and all rights of contribution against the Village and to indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of, resulting from, or in connection with, or alleged to have arisen out of, resulted from, or in connection with the performance of or failure to perform the Engineer's Work or any part thereof, or any failure to meet the representations and certifications set forth herein, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any error, omission or wrongful or negligent act of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Engineer shall similarly, protect, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Engineer's breach of any of its obligations hereunder, or Engineer's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Engineer under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Paragraph shall survive the voluntary or involuntary termination of this Agreement.

6. **Insurance.**

A. Minimum. Engineer shall procure and keep in force, to the satisfaction of the Village, at all times during the performance of any Work referred to herein, insurance coverage in at least the type and amounts as follows:

1. Professional Liability Insurance: Engineer shall obtain and maintain at its own expense, professional liability insurance in the amount of two million (\$2,000,000) dollars for each claim with respect to negligent acts, errors and omissions in connection with all services provided by Engineer under this Agreement and with a deductible not to exceed fifty thousand (\$50,000) dollars. Said coverage shall be maintained for a period of three (3) years after the date of the Village's last payment to Engineer under this Agreement.
2. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability

\$500,000.00	Per Accident
\$500,000.00	Disease, Policy Limit
\$500,000.00	Disease, Each Employee
2. Commercial General Liability:
 - a. \$2,000,000.00 General Aggregate
 - b. \$1,000,000.00 Products Completed Operations Aggregate
 - c. \$1,000,000.00 Personal and Advertising Injury
 - d. \$1,000,000.00 Each Occurrence
 - e. \$ 50,000.00 Fire Damage (any one fire)
 - f. \$ 5,000.00 Medical Expense (any one person)
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - b. Property Damage:

\$1,000,000.00	Per Occurrence
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4. Umbrella or Excess Liability:
\$1,000,000.00 over Primary Insurance

B. Evidence of Insurance

- i. Prior to beginning work, Engineer shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- ii. All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.
- iii. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Engineer's obligation to maintain such insurance. The Engineer agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village.
- iv. The Village shall have the right, but not the obligation, of prohibiting Engineer from commencing Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
- v. Failure to maintain the required insurance may result in termination of this Agreement at the Village's option.

C. Miscellaneous.

- i. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village, its officials, employees, and volunteers as additional insureds thereunder and the Engineer shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the Village, its officials, employees and volunteers as additional insureds.
- ii. Any deductible or self-insured retention must be declared to, and approved by, the Village. At the option of the Village, Engineer may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- iii. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
- iv. The insurance coverage required herein shall contain no non-standard limitations on the scope of protection afforded to the Village, its officials, employees and volunteers.

- v. Upon request, the Engineer will provide copies of any or all policies of insurance maintained in fulfillment hereof.
 - vi. Engineer acknowledges and agrees that nothing contained in the insurance requirements of this Agreement is to be construed as limiting the liability of the Engineer, the liability of any subcontractor or subconsultant or any tier or either of their respective insurance carriers.
 - vii. All the insurance required of the Engineer shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis and shall not contribute with it.
 - viii. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- (Excellent), Financial Size Category VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
 - ix. Nothing contained in this Agreement is to be construed as limiting the liability of the Engineer. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Engineer, but are merely minimums. The obligations of the Engineer to purchase insurance shall not, in any way, limit its obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Engineer's insurance.
 - x. In the event the Engineer fails to furnish and maintain the insurance required by this Agreement, the Village, upon 7 days written notice, may purchase such insurance on behalf of the Engineer, and the Engineer shall pay the cost thereof to the Village upon demand or shall have such cost deducted from any payments due the Engineer.
 - xi. All insurance provided by the Engineer shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
7. **FOIA Compliance.** Engineer agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Engineer shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Engineer shall so notify

the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Engineer's failure to produce documents or otherwise appropriately respond to a request under the Act, then Engineer shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

8. **Independent Contractor.** It is mutually understood and agreed that the Engineer shall have the full control of the ways and means of performing the Work referred to herein and that the Engineer or its employees, representatives or subcontractors or subconsultants are in no sense employees of the Village, it being specifically agreed that the Engineer bears the relationship of an independent contractor to the Village.
9. **Default.** Failure of either party to perform and comply with its respective obligations hereunder, or failure of either party in any way to perform its obligations with promptness, diligence, and in a workmanlike manner, or a party's insolvency, shall constitute a default. In the event of a default, the non-defaulting party shall send written notice of default to the defaulting party, specifying the nature of the default ("Notice of Default"). Upon receipt of the Notice of Default, if the defaulting party fails to cure the identified default within ten (10) days, such failure shall constitute an "Event of Default." Following an Event of Default by the Engineer, the Village shall have right to terminate the employment of the Engineer and to employ any other person or persons to perform Engineer's work hereunder. The termination of the Engineer's employment as provided above shall not be deemed a release of Engineer's obligations hereunder. Either party, may, at its sole discretion, excuse the other party's Event of Default if such party has commenced efforts to cure such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the receipt of the Notice of Default and continues diligently to pursue such cure. If this Agreement is terminated by the Village, Engineer shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village. Within five (5) days after notification and request, Engineer shall deliver to the Village all property, books and effects of every description in its possession belonging to the Village and pertaining to the Project.
10. **Termination Without Cause.** This Agreement may be terminated by the Village or by Engineer upon not less than thirty (30) days prior written notice to the other party. If this Agreement is terminated by the Village, Engineer shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village. Within five (5) days after notification and request, Engineer shall deliver to the Village all property, books and effects of every description in its possession belonging to the Village and pertaining to the Project.
11. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable

overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Coal City
515 S. Broadway
Coal City, IL 60416
ATTN: Village Administrator

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

Notices and communications to Engineer shall be addressed to, and delivered at, the following address:

With a Copy To: _____

12. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the

Engineer, its successor or assigns, against the Village on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the voluntary or involuntary termination of this Agreement.

13. **Further Assurances.** Engineer agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Village, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Village for the purpose of or in connection with the Work described in this Agreement.
14. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
16. **Amendments & Modifications.** To amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both parties to this Agreement.
17. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
18. **Authority to Execute.** The parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.
19. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this
_____ day of _____, 2017.

VILLAGE OF COAL CITY

President Terry Halliday

Village Clerk

Dated: _____

ENGINEER

By: _____

Its: _____

Dated: _____

EXHIBIT A

Phase 2 Engineering Concerns Specific to the Broadway Reconstruction

[Inserted on following pages (ppg. 9 and 10 of RFQ)]

EXHIBIT B

Engineer's Rate Schedule

[Inserted on following pages]



July 19, 2017

Mr. Darrell Olson
Village of Coal City
830 N. Broadway
Coal City, Illinois 60416

RE: Village of Coal City, IL. Proposal for Land Application of Liquid Biosolids Including Pumping, Loading, Transportation and Agronomic Services.

Dear Mr. Olson,

Stewart Spreading, Inc. is pleased to provide a proposal for the complete management of your land application program. Stewart Spreading is a full-service residuals management company that has provided service in the Chicagoland area for the last nineteen years. We are committed to providing our clients with excellent service for all of their residuals needs. Current insurance certificates for commercial and environmental liability will be submitted prior to commencement of work. Additional references and documentation regarding our equipment line and certifications from ICC, USDOT and Illinois EPA can also be provided upon request.

We appreciate the opportunity to submit our proposal for your project. If you would like to visit our shop or a job site to meet our staff and view our equipment first hand, please let me know. We would love to have you. Should you have any questions regarding our submittal, please contact me at (815) 695-5667 office or on my cell phone at 630-768-3085.

Sincerely,

A handwritten signature in black ink that reads "Greg Halmagyi". The signature is written in a cursive style with a prominent "G" and "H".

Greg Halmagyi
Business Development Manager



Biosolids Management Program

Stewart Spreading, Inc. will provide all labor and equipment necessary for loading, transportation and land application of liquid biosolids from your facility. Stewart Spreading will provide the volume and number of loads sheets that will be provided to the Village of Coal City by Stewart Spreading for billing purposes.

Stewart Spreading, Inc. will have resources mobilized and ready to perform work for the Village of Coal City to haul approximately 400,000 – 600,000 gallons of liquid biosolids to local fields for agricultural fertilizer.

Our prices encompass complete Liquid Biosolids Management services, including:

- Safety conscious loading at the plant;
- Review of biosolids analysis according to Title 35, Subtitle C, Chapter II, Part 391, Design Criteria for Biosolids Land Application;
- Loading 6000 gallons of liquid biosolids into each tanker trailer;
- Track gallons and loads with individual load sheets for each truck;
- Transportation of biosolids to land application site;
- Locating and securing appropriate agricultural ground for land application;
- Obtaining signed biosolids user sheets;
- Performing soil testing & analysis to agricultural ground;
- Calculating field application rates based on agronomic information and expected yields;
- Complete land application of biosolids;
- Providing monthly operating reports for the Village's record keeping;
- Complying with Illinois and Federal biosolids usage regulations & reporting requirements;
- Complying with all IEPA and IEMA requirements listed on the land application permit for Village of Coal City, IL;
- Insurance naming the Village of Coal City as additional insured throughout the lifetime of the contract;

All biosolids will be transported using USDOT approved trucks and trailers specifically equipped to haul liquid biosolids. The material will be land applied by knife injection directly into the soil using appropriate tillage tools as needed. The Stewart Spreading, Inc. team is very proud of our agricultural background and the relationships that we have formed with farmers over the years. We have worked in this area with farmers for over 20 years and have relationships with farmers who realize the importance of using biosolids for fertilizer. It is of the utmost importance to us that the farmers who have agreed to accept biosolids from this program are happy with the service that they receive and the condition of their land when we finish our work. We realize that they are the key to the continued success of our company, as well as the Village of Coal City Biosolids



Management program. Resumes of key personnel, a full list of equipment, a list of references and a copy of our safety policy are all available upon request.

Stewart Spreading, Inc. is a local residuals management firm with over twenty years of experience servicing Illinois municipalities and farmers. Stewart Spreading management team has an average of 20-years' experience in the environmental and residuals management industry. Stewart Spreading, Inc. performs all transportation, land application, agronomy, IEPA and IEMA reporting. Our professional service provides our clients with the assurance that Stewart Spreading will consider the job completed when our client is satisfied and has all of the information they need.

The Village of Coal City will be responsible for:

- Providing access to the plant and area around the plant for mobilizing equipment and operations;
- Providing biosolids that meet USEPA Regulation 503 and IEPA Part 391 standards for land application;
- Allowing extended hours during hauling events if weather conditions create possible schedule changes;
- Providing a total volume of approximately 400,000 - 600,000 gallons to be invoiced;
- Providing a contact person and information during hours of operation;
- Payment of documented invoices within 30 days of receipt.

Stewart Spreading, Inc. will be responsible for:

- Mobilization of personnel and equipment to and from the plant and field site for safety conscious operations;
- Providing watertight tanker trailers and professionally trained personnel for transportation of liquid biosolids to the field;
- Providing coarse ag lime at entrance of field for road protection where needed;
- Performing all agronomic services including location of fields, soil sampling, IEPA and IEMA reporting;
- The land application and incorporation of biosolids in accordance with USEPA and IEPA standards for land application;
- Producing monthly operating reports to the Village of Coal City, IL. for IEPA and IEMA reporting requirements.
- Providing agronomic reports to the farmer once the work is complete.
- Loading each tanker with 6000 gallons of liquid biosolids as stated on the load sheets;



Price Proposal for Village of Coal City, IL.

- Complete land application program of liquid biosolids including, loading, transportation and field application with all monitoring and reporting.
- Price based on gallons hauled and land applied

PRICE PROPOSAL

Option - 1

1-Year Fixed Rate Contract, (2017)

- \$0.069 PER GALLON HAULED AND LAND APPLIED, (SIX POINT NINE CENTS PER GALLON) Based on a minimum of 400,000 gallons to be invoiced.

Option - 2

2-Year Fixed Rate Contract, (2017 – 2018)

- \$0.069 PER GALLON HAULED AND LAND APPLIED, (SIX POINT NINE CENTS PER GALLON) Based on a minimum of 400,000 gallons to be invoiced each fall.

Option - 3

2-Year Fixed Rate Contract, (2017-2018) with 2% increase for years 3-5, (2019-2021)

- \$0.069 PER GALLON HAULED AND LAND APPLIED (2017 & 2018), (SIX POINT NINE CENTS PER GALLON) Based on a minimum of 400,000 gallons to be invoiced each fall.
- Years 2019, 2020 & 2021, would each have a simple CPI rate increase. Based on a minimum of 400,000 gallons to be invoiced each fall.

Village of Coal City, IL.

By: _____

Title: _____

Date: _____

Option Selected; _____

Stewart Spreading, Inc.

By: Greg Halmagyi

Title: Business Development Manager

Date: July 20, 2017



2015 COAL CITY SLUDGE PROPOSAL

Removal and land application of city waste.

.08 / Gallon - NO setup or tear down fees

Price includes lagoon agitation, trucking, and land application.

Drew Hallman

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Sandwich Il. 60548

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