

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
JUNE 9, 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. Block Party Request                      Trotter Drive
7. Request For Payment-Water Treatment Plant Expansion Design  
Chamlin Engineering

8. Authorize Mayor Halliday to enter into an Engineering Agreement with Chamlin Engineering for the Sanitary Treatment Plant Rehabilitation Project
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
16. Executive Session to discuss personnel per ILCS 5 120/2(c)(1)
17. Adjourn Executive Session
18. Authorize Mayor to Deliver Letter to Board of Police & Fire Commissioners for the Appointment of an Additional Sergeant
19. Adjourn

# SPECIAL EVENT PERMIT APPLICATION

Event Name: Trotter Block Party Event Date: 7/3/21

## SPECIAL EVENT PERMIT PETITION OF SUPPORT REQUIRED FOR RESIDENTIAL BLOCK EVENTS

If a special event is a residential block event, the sponsor must submit a petition of support of 3 of the residents within the block upon which the special event will be held.



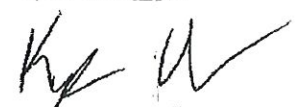

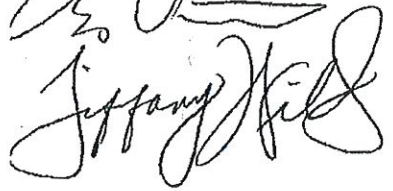
Name of Street/Block to be closed Trotter Dr

Name of Sponsor of Special Event Megan Hamann

Date of Block Event July 3, 2021

Hours of Block Event 1:30pm - 7:30pm

(One person per household)

Name	Address	In Support
 Tim Washburn	724 Trotter Dr	Yes
K. Walker	701 trotter Dr.	yes
	825 Trotter Dr	yes
	714 trotter Dr.	yes
	829 Trotter Dr	Yes
	725 TROTTER DRIVE	YES

Kate Ln

Kate Ln

Trotter Dr

Trotter Dr

Trotter Dr

Trotter Dr

Trotter Dr

695

690

693

697

698

699

703

702

701

707

714 Trotter Dr,  
Coal City, IL 60416

711

713

717

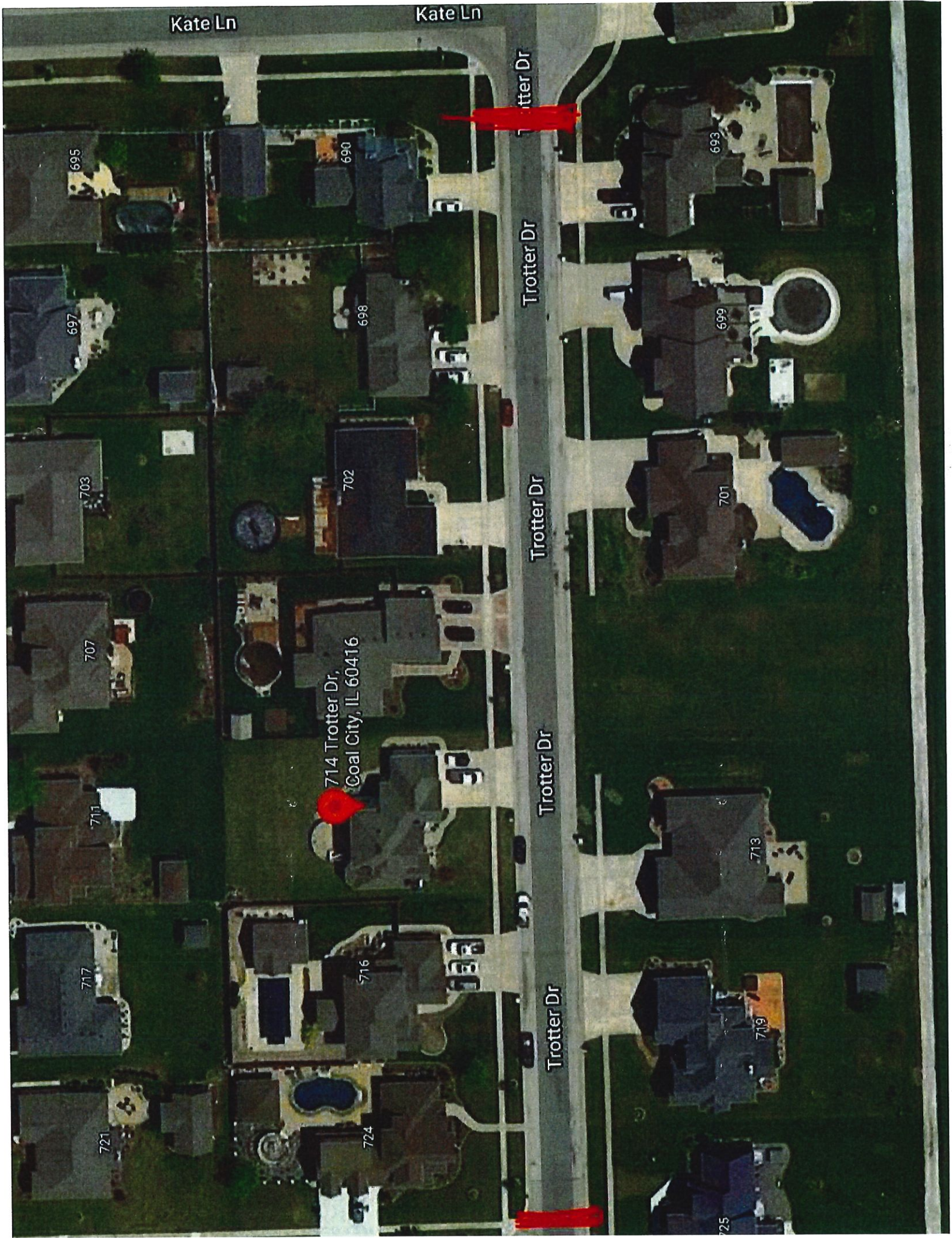
716

719

721

724

725



**MEMO**

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

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

**MEETING**

**DATE:** June 9, 2021

**RE: WATER TREATMENT PLANT EXPANSION ENGINEERING  
PAYMENT #1**

Back at the February 10<sup>th</sup> Regular Board Meeting, the Village Board authorized Chamlin Engineering to proceed upon the work necessary to bolster the existing Water Treatment Plant Expansion Project application that has been previously provided to the IEPA. Work on this necessary expansion has commenced. This undertaking, which is set to result in at least \$4 million of total expenditures has been moving along swiftly in order to meet an application deadline with the IEPA at this end of this month.

Payment for engineering services is something that can be rolled into the eventual IEPA Loan at the time the project is funded. To date, the mechanical equipment has been specified, ground sampling has occurred, elevations have been designed for the new structure, and a source water protection plan is nearly completed. Final presentation on the project will be forthcoming soon.

**Recommendation:**

Authorize Payment #1 to Chamlin Engineering for \$157,200 for work completed through the end of April.



# INVOICE

Please Remit Payment to:  
 Chamlin & Associates, Inc.  
 221 W. Washington Street  
 Morris, IL 60450

**BILL TO**

Village of Coal City  
 515 South Broadway  
 Coal City, IL 60416

<b>INVOICE #</b>	<b>DATE</b>
3021238	4/16/2021
<b>PROJECT #</b>	<b>TERMS</b>
9875.02	Net 30 Days
Water Treatment System Expansion	
Design	

**Professional Services Through April 4, 2021**

Engineering services for the design phase of the expansion of the Water Treatment System in Coal City, Illinois per Agreement for Engineering Services February 22, 2021.

	Total Per Task	% Complete	Amount
TASK 1 Water Treatment Plant Expansion	\$222,000.00	60%	133,200.00
TASK 2 New Well	\$60,000.00	30%	18,000.00
TASK 3 Raw Water Main	\$15,000.00	0%	-
TASK 4 Alternatives Investigation	\$12,000.00	50%	6,000.00

*Thank you for your business!*

<b>Total</b>	<b>157,200.00</b>
<b>Previously Billed</b>	-
<b>Final Total</b>	<b>\$157,200.00</b>

Past due charges are subject to 18% interest per annum.

36- Water  
 ENGRA  
 \$

Peru • Morris • Ottawa • Mendota

www.chamlin.com

#32  
 Water Impact

**MEMO**

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

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

**MEETING**

**DATE:** June 9, 2021

**RE: ENGINEERING SERVICE AGREEMENT TO BEGIN SANITARY  
SEWER TREATMENT FACILITY REHABILITATION WORK**

The Village of Coal City submitted a grant request to the Illinois Department of Commerce and Economic Opportunities (DCEO) for the ReBUILD Illinois grant submission deadline in July of 2020, which would provide for a major sewer treatment plant modernization project. However, final determination of these public infrastructure grants is still being waited upon. Staff has delayed any money going towards engineering for anything included within this request to ensure that any dollars expended would go towards Coal City's match of the infrastructure request; that delay can no longer continue.

Attached is a contract for professional services related to two major rehabilitation projects that are of a pressing need at this time. The "Huber room" filtration process is no longer operating competently and the blowers are original to the facility that have outlived their useful life and are to be replaced with newer, more efficient technology. Currently, the operators are manually augmenting the sanitary filtration method when the Huber unit fails to remove the necessary amount of particulate from the system.

Due to the existing study, there are other necessary improvements that can be made once DCEO notifies communities throughout the State of their final status. In the interim, it is necessary for Coal City to proceed with this necessary replacement. Chamlin will be relied upon to properly analyze for the necessary equipment and improvements in order to integrate the system to the existing infrastructure. The Board has previously determine it would prefer such improvements come from short term debt that would be repaid from utility rates rather than look for other sources of capital for this project. The design engineering, which would proceed immediately is expected to cost \$72,000 while construction oversight would be and additional \$51,000 should the full services included within this contract become necessary.

**Recommendation:**

Authorize Mayor Halliday to enter into a contract with Chamlin Engineering for Sanitary Treatment Facility Rehabilitation Design.

Clerk   
Village Admin.   
Chamlin Engineer   
Chamlin Acctg.   
IEPA

## AGREEMENT FOR ENGINEERING SERVICES

### VILLAGE OF COAL CITY WASTEWATER TREATMENT PLANT IMPROVEMENTS

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

The OWNER intends to install new screening equipment and aeration blowers at their existing wastewater treatment plant (WWTP).

This Agreement for Engineering Services covers the following:

- Design Phase – Design of the necessary plans, specifications, contract documents and bidding documents to describe the proposed project. More specifically, the scope of work for the design of this project includes preparing detailed construction drawings for all required improvements for this project by the OWNER, conducting periodic progress review meetings with the OWNER, preparing Permit Applications as may be necessary and submitting to the required agencies, and providing any follow up assistance needed to obtain the permits.
- Construction Phase – Construction phase services including bidding, contract award, contract administration and resident inspection.

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, representatives of the IEPA, 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.
- b. Project design criteria should be consistent with the criteria set forth in the IEPA permit conditions and Design Guidelines.

**8. Audit and Access to Records**

- a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this Agreement in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives 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 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.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

- f. The ENGINEER agrees to include subsections a.-e. above in all his contracts and all subcontracts directly related to project performance which are in excess of \$25,000.

**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. Equal Employment Opportunity**

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

**11. Nondiscrimination Clause**

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**12. Covenant Against Contingent Fees**

The ENGINEER warrants 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 warranty, the OWNER (loan recipient) shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

**13. Remedies**

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or

relating to his Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the OWNER is located.

**14. Assurance Against Debarment**

See Form EPA 5700-49 "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" attached herein.

**15. Disadvantaged Business Enterprises – Fair Share Percentages**

The ENGINEER agrees to take affirmative steps to assure disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, "The Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs".

**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 II.
- 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.

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 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.
- 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 for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I or Attachment II.

#### **Phase**

- D 1. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- D 2. 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 quintuplicate on the respective dates indicated below:

Executed by the OWNER:

**VILLAGE OF COAL CITY**

ATTEST:

BY: \_\_\_\_\_  
Pamela Noffsinger, Village Clerk

BY: \_\_\_\_\_  
Terry Halliday, Village President

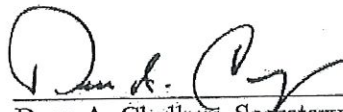
DATE: \_\_\_\_\_

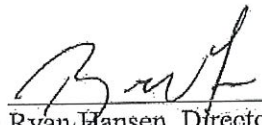
DATE: \_\_\_\_\_

(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 construction as detailed in the following table.

	<u>Construction Cost</u>	<u>Percentage</u>
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%

The estimated fee, based on the construction cost estimate of \$850,000:

\$72,000

2. Compensation for ADDITIONAL ENGINEERING SERVICES, shall be per time and materials method 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:

\$3,000

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. | Testing:   |           |         |
|    | Coordination of soil borings by Midwest Testing Services, Inc. | Est. Fee: | \$1,500 |
| 2. | Financing Assistance   | Est. Fee: | \$1,500 |

**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 fee based on a 15-month construction period is:  
  

\$51,000
  
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.
  
4. Time of completion of services during construction is 450 calendar days following Notice to Proceed.

5. Signatures

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

Executed by the OWNER:

**VILLAGE OF COAL CITY**

ATTEST:

BY: \_\_\_\_\_  
Pamela Noffsinger, Village Clerk

BY: \_\_\_\_\_  
Terry Halliday, Village President

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

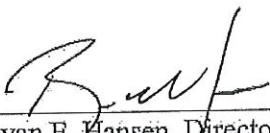
DATE: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

**CHAMLIN & ASSOCIATES, INC.**

BY:   
Deane A. Chalkey, Secretary

BY:   
Ryan E. 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.

2021-2022 RATE SCHEDULE			
Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	156.00	Sr. Party Chief	103.00
Sr. Professional Land Surveyor	156.00	Party Chief	90.00
Sr. Project Engineer	149.00	Instrument Operator	83.00
Sr. Project Manager	149.00	Rodman	55.00
Sr. Structural Engineer	149.00	Admin. Support Staff	41.00
Structural Engineer	138.00		
Project Engineer	138.00	Vehicle & Standard Survey Equipment	10.00
Professional Land Surveyor	114.00	Vehicle & Total Station	22.00
Engineer	127.00	Robotic Total Station & Vehicle	28.00
Project Manager	115.00	GPS & Vehicle	40.00
Engineer (EIT)	106.00	Inspection Vehicle	7.00
Designer	100.00	Mileage	State Rate
Inspector	100.00	Computer & Plotter	16.00
GIS Coordinator	90.00	UTV Rental	300.00/Day
Chief Engineering Aide	115.00	Drone Usage Fee	100.00/Flat Rate
Sr. Engineering Aide	90.00	Drone Roof Survey (Including Usage Fee)	150.00/Flat Rate
Engineering Aide	83.00	Drone Ground Control (Including Usage Fee)	150.00/Flat Rate
Draftsman	77.00		

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 27, 2022. 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.



[Empty box for SRF Project Number]

SRF Project Number

United States Environmental Protection Agency  
Washington, D.C. 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Ryan Hansen, Director – Chamlin & Associates, Inc.

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)





Chamlin & Associates  
ENGINEERS • SURVEYORS • PLANNERS

4152 Progress Boulevard • Peru, IL 61354  
Phone 815.223.3344 • Fax 815.223.3348  
peru@chamlin.com • www.chamlin.com

SUBJECT: Village of Coal City  
WWTP Improvements

To Whom It May Concern:

Chamlin & Associates will not be utilizing subconsultants during the design or construction phases of this project.

Respectfully submitted,

CHAMLIN & ASSOCIATES, INC.

\_\_\_\_\_  
Ryan E. Hansen, P.E. - Director

\_\_\_\_\_  
Date

**Morris Office**  
221 West Washington St • Morris, IL 60450  
Phone 815.942.1402 • Fax 815.942.1471  
morris@chamlin.com

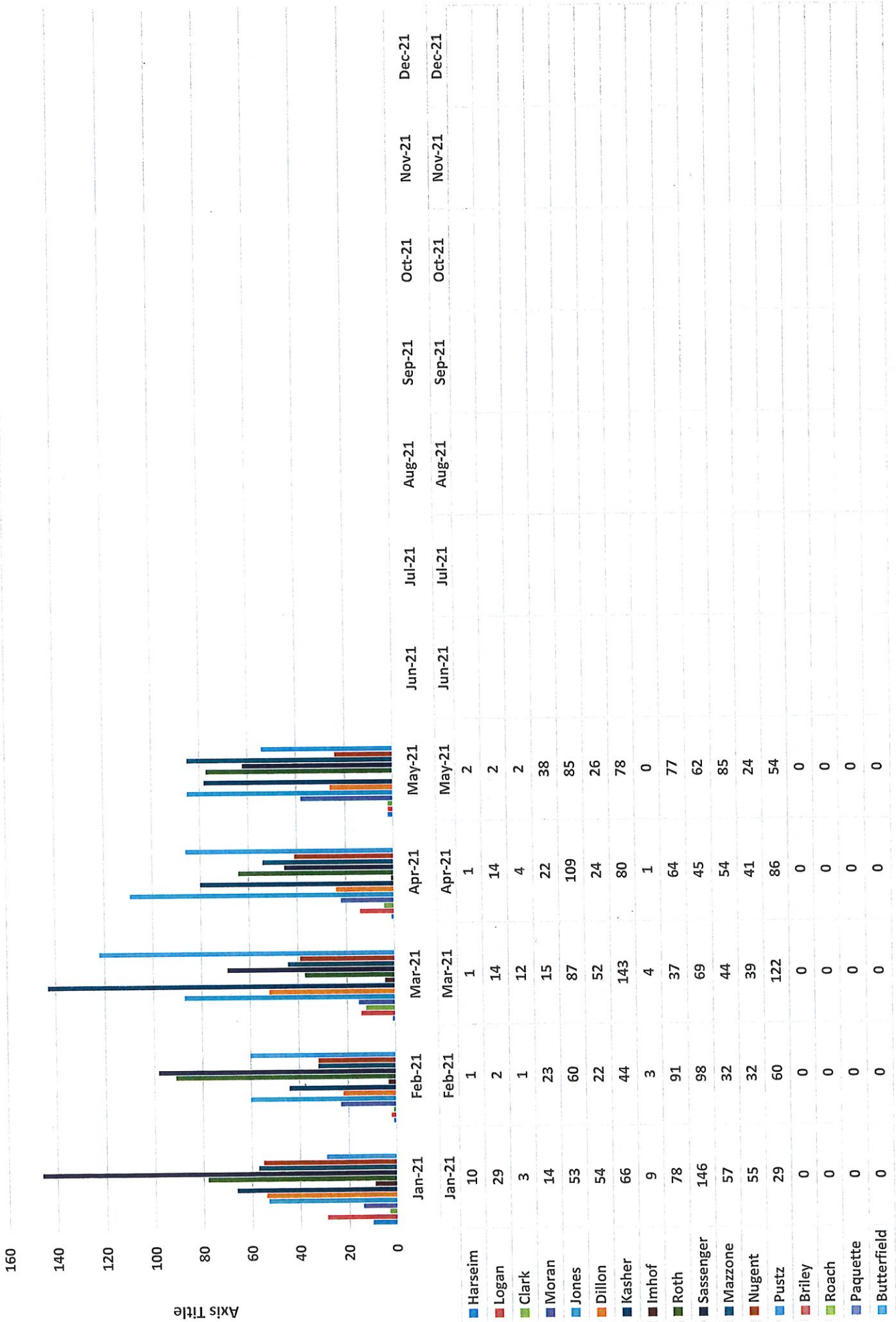
**Ottawa Office**  
218 West Lafayette Street • Ottawa, IL 61350  
Phone 815.434.7225 • Fax 815.434.2831  
ottawa@chamlin.com

**Mendota Office**  
903 Main Street • Mendota, IL 61342  
Phone 815.539.8137 • Fax 815.224.8575  
mendota@chamlin.com



# Total Officer Activity

January 1 2021 – Dec 31 2021



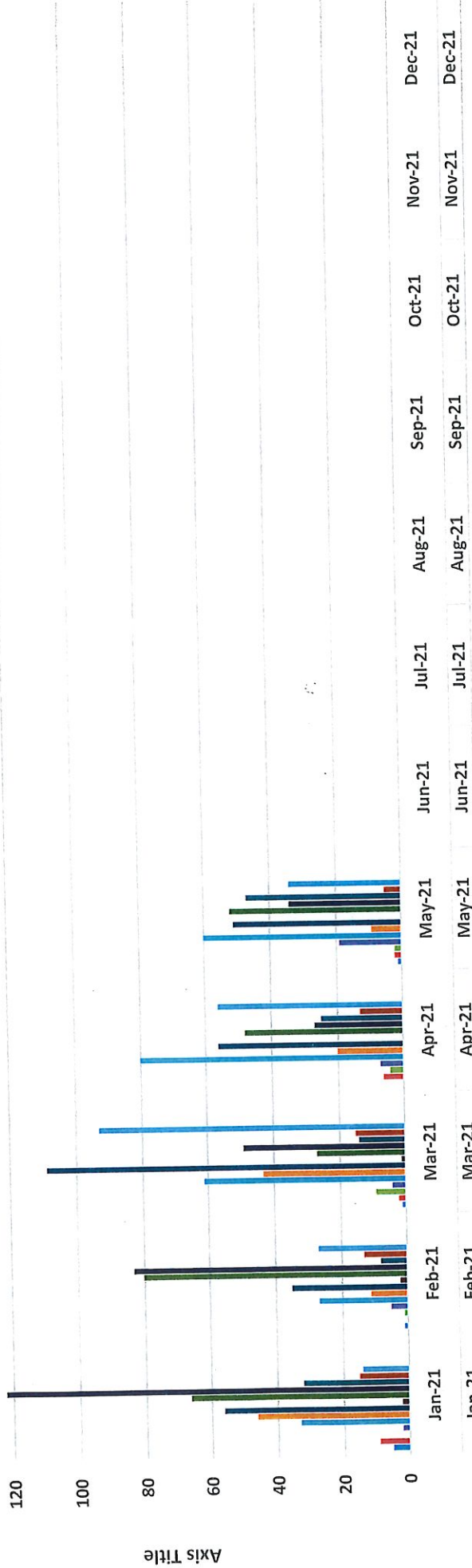
	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield Totals
Jan-21	10	29	3	14	53	54	66	9	78	146	57	55	29	0	0	0	603
Feb-21	1	2	1	23	60	22	44	3	91	98	32	32	60	0	0	0	469
Mar-21	1	14	12	15	87	52	143	4	37	69	44	39	122	0	0	0	639
Apr-21	1	14	4	22	109	24	80	1	64	45	54	41	86	0	0	0	545
May-21	2	2	2	38	85	26	78	0	77	62	85	24	54	0	0	0	535
Jun-21																	0
Jul-21																	0
Aug-21																	0
Sep-21																	0
Oct-21																	0
Nov-21																	0
Dec-21																	0
Totals:	15	61	22	112	394	178	411	17	347	420	272	191	351	0	0	0	2791



# Self-Initiated Activity

January 1 2021 – Dec 31 2021

140



	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Harseim	5	1	1	0	1							
Logan	9	0	2	6	2							
Clark	0	1	9	4	2							
Moran	2	5	4	7	19							
Jones	33	27	61	80	60							
Dillon	46	11	43	20	9							
Kasher	56	35	109	56	51							
Imhof	2	2	1	0	0							
Roth	66	80	27	48	52							
Sassenger	122	83	49	27	34							
Mazzone	32	8	14	25	47							
Nugent	15	13	15	13	5							
Pustz	14	27	93	56	34							
Briley	0	0	0	0	0							
Roach	0	0	0	0	0							
Paquette	0	0	0	0	0							
Butterfield	0	0	0	0	0							





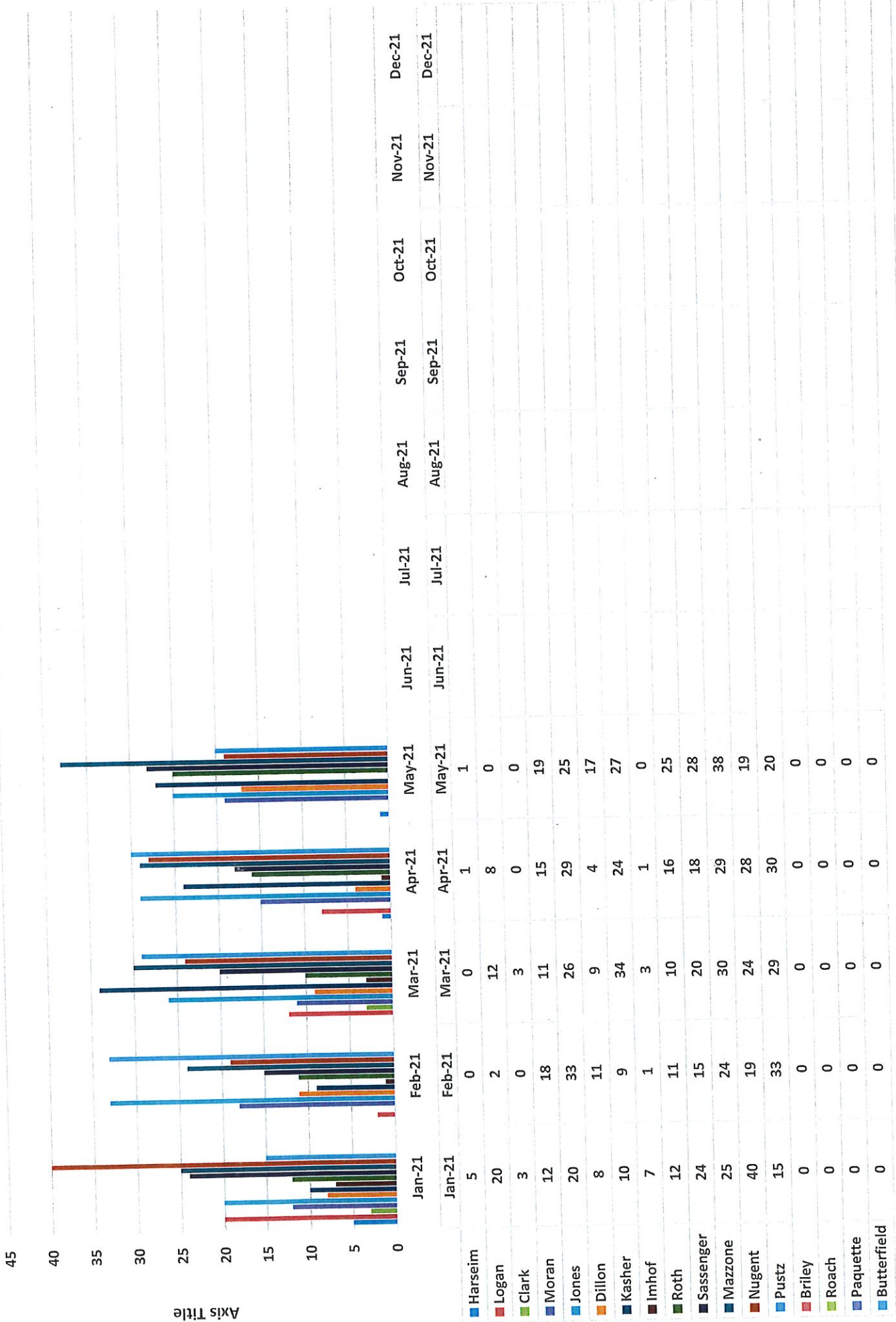
Totals  
81  
78  
98  
124  
93  
0  
0  
0  
0  
0  
0  
0  
474

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield
Jan-21	0	5	0	0	21	1	0	0	0	33	6	8	7	0	0	0	0
Feb-21	0	0	0	0	21	0	0	0	1	26	2	7	21	0	0	0	0
Mar-21	0	0	0	0	53	0	3	1	4	19	6	9	3	0	0	0	0
Apr-21	0	3	0	0	72	1	3	0	3	13	7	7	15	0	0	0	0
May-21	0	0	0	1	52	1	2	0	1	29	2	3	2	0	0	0	0
Jun-21																	
Jul-21																	
Aug-21																	
Sep-21																	
Oct-21																	
Nov-21																	
Dec-21																	
Totals:	0	8	0	1	219	3	8	1	9	120	23	34	48	0	0	0	0



# Calls For Service

January 1 2021 – Dec 31 2021



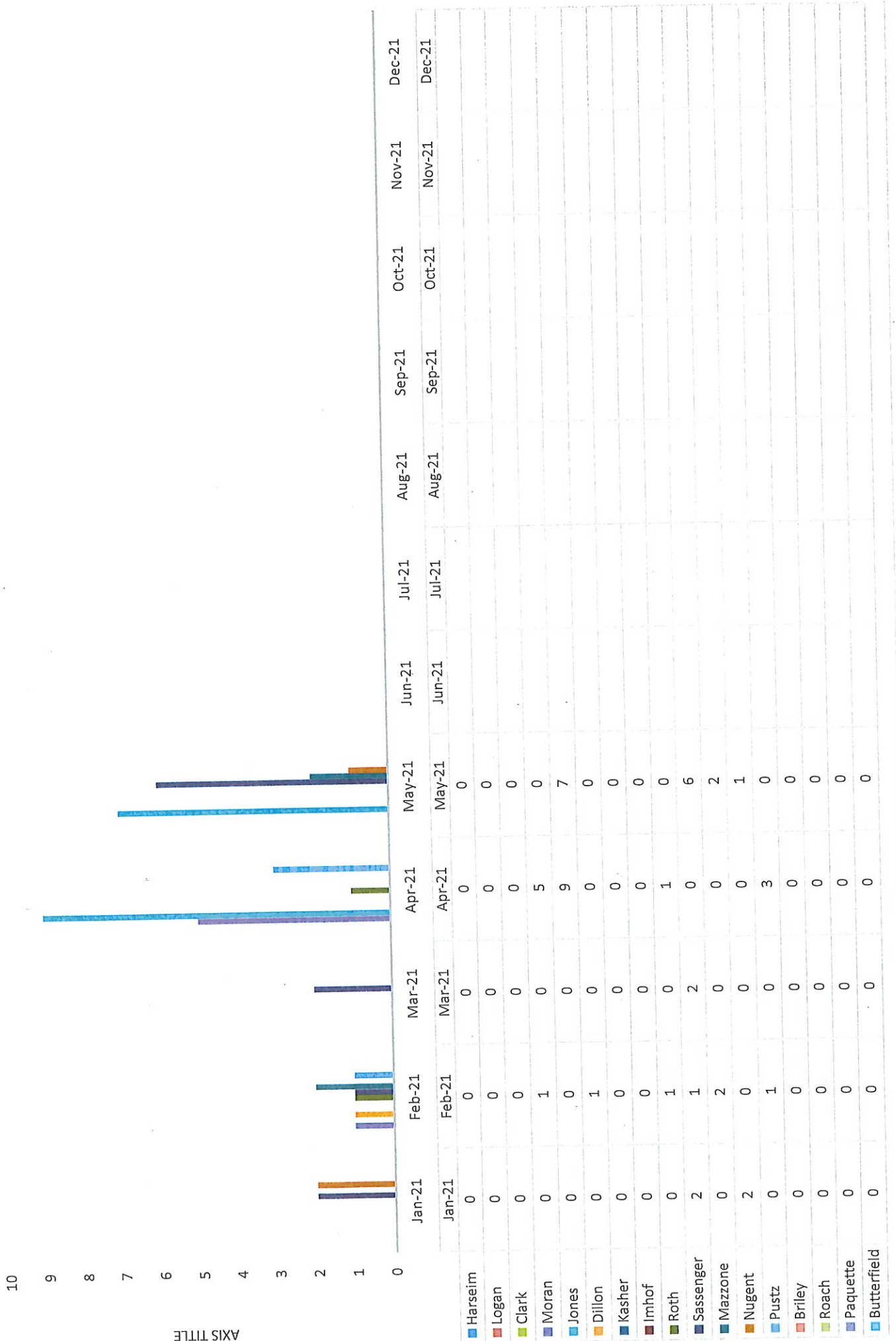


	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	5	20	3	12	20	8	10	7	12	24	25	40	15	0	0	0	0	201
Feb-21	0	2	0	18	33	11	9	1	11	15	24	19	33	0	0	0	0	176
Mar-21	0	12	3	11	26	9	34	3	10	20	30	24	29	0	0	0	0	211
Apr-21	1	8	0	15	29	4	24	1	16	18	29	28	30	0	0	0	0	203
May-21	1	0	0	19	25	17	27	0	25	28	38	19	20	0	0	0	0	219
Jun-21																		0
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	7	42	6	75	133	49	104	12	74	105	146	130	127	0	0	0	0	1010



# Criminal Charges

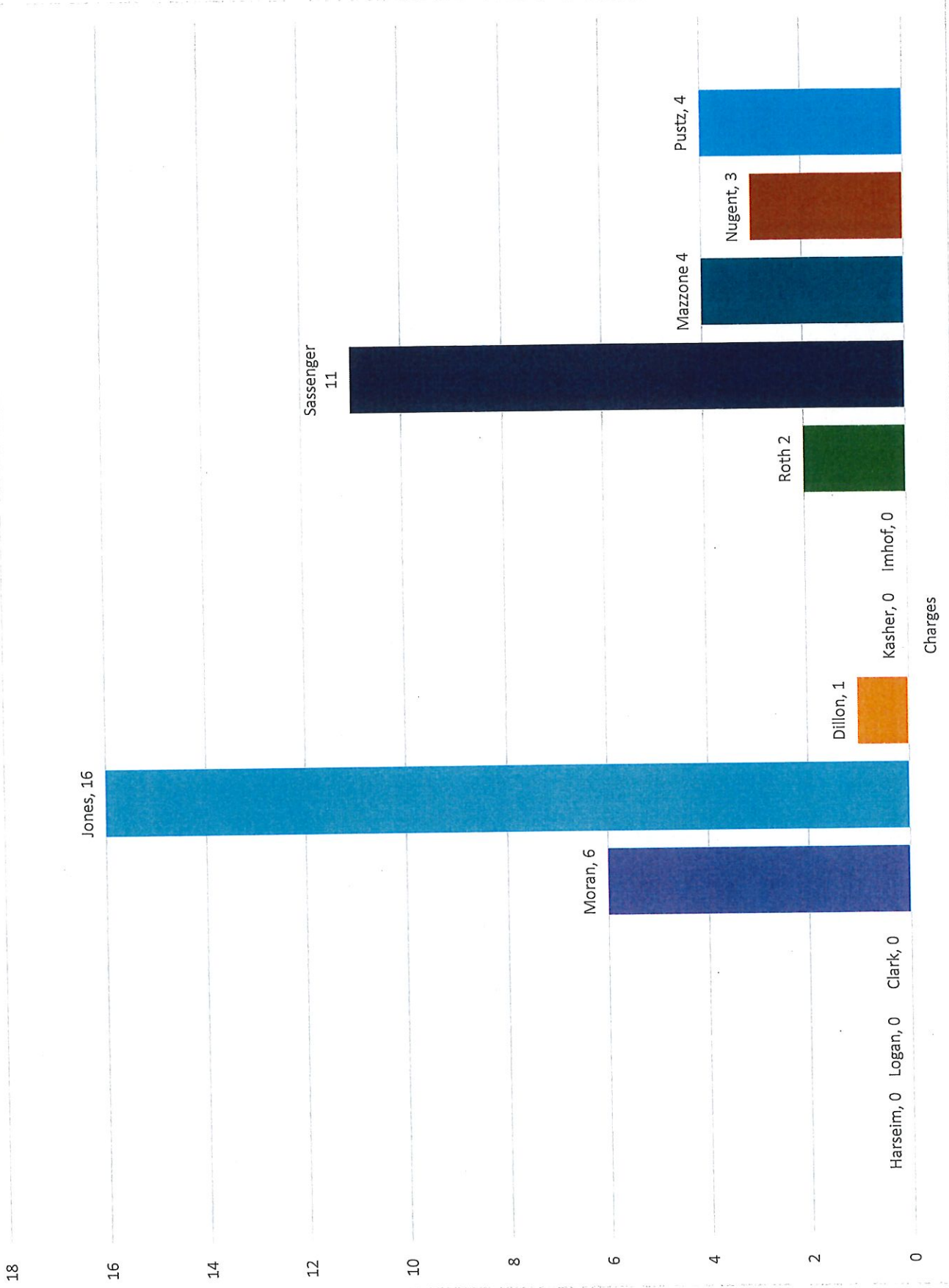
January 1 2021 – Dec 31 2021



AXIS TITLE

	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	0	0	1	0	1	0	0	1	1	2	0	1	0	0	0	0	7
Mar-21	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Apr-21	0	0	0	5	9	0	0	0	1	0	0	0	3	0	0	0	0	18
May-21	0	0	0	0	7	0	0	0	0	6	2	1	0	0	0	0	0	16
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	6	16	1	0	0	2	11	4	3	4	0	0	0	0	47

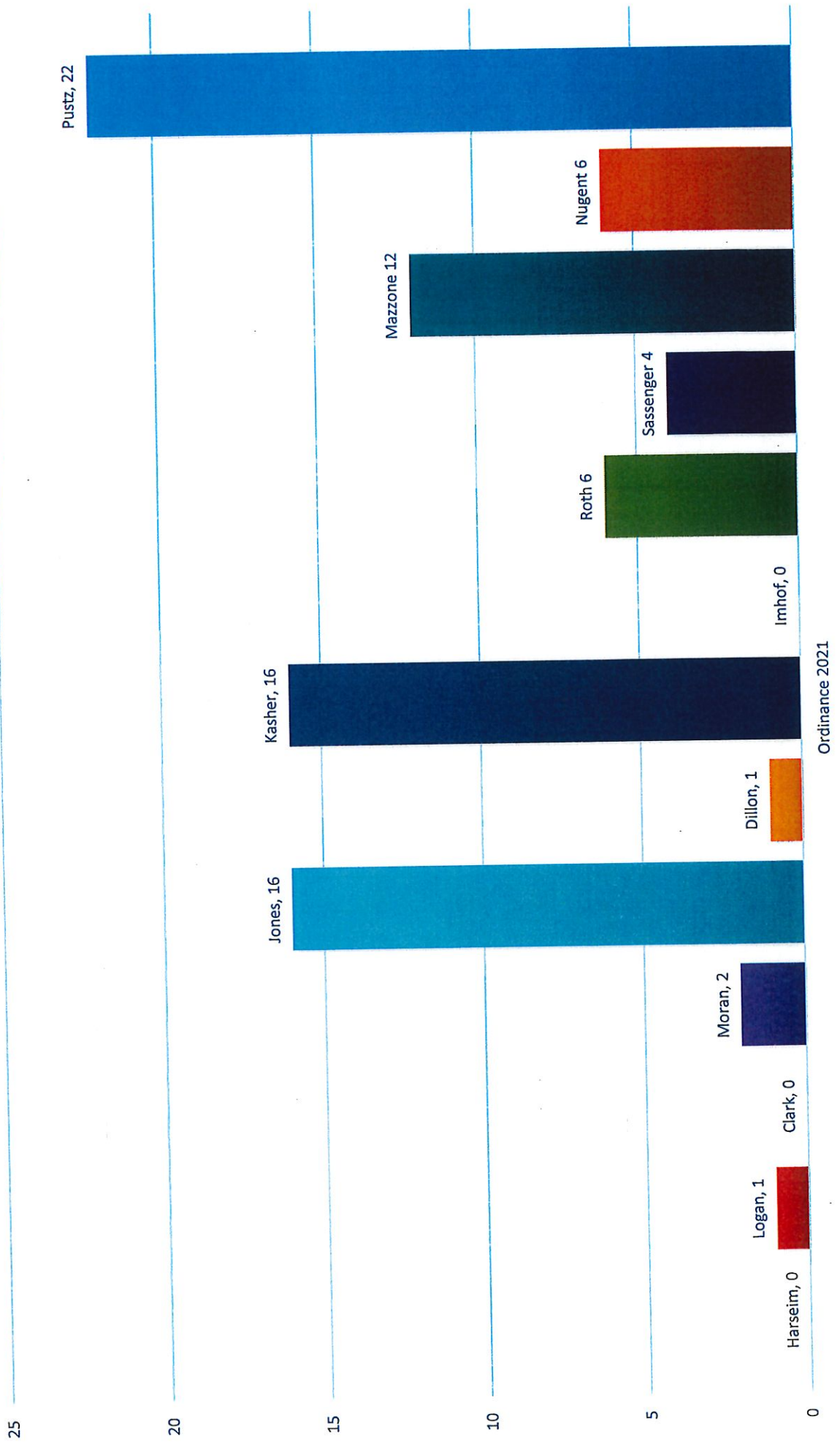
# 2021 Criminal Charges





	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	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	0	0	0	1	0	0	0	0	1	1	1	1	0	0	0	0	5
Mar-21	0	0	0	1	4	0	6	0	1	2	3	0	5	0	0	0	0	22
Apr-21	0	1	0	1	2	0	5	0	2	0	1	2	6	0	0	0	0	20
May-21	0	0	0	0	2	0	4	0	1	1	6	0	3	0	0	0	0	17
Jun-21	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Jul-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sep-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec-21	0	1	0	2	16	1	16	0	6	4	12	6	22	0	0	0	0	86
Totals:	0	1	0	2	16	1	16	0	6	4	12	6	22	0	0	0	0	86

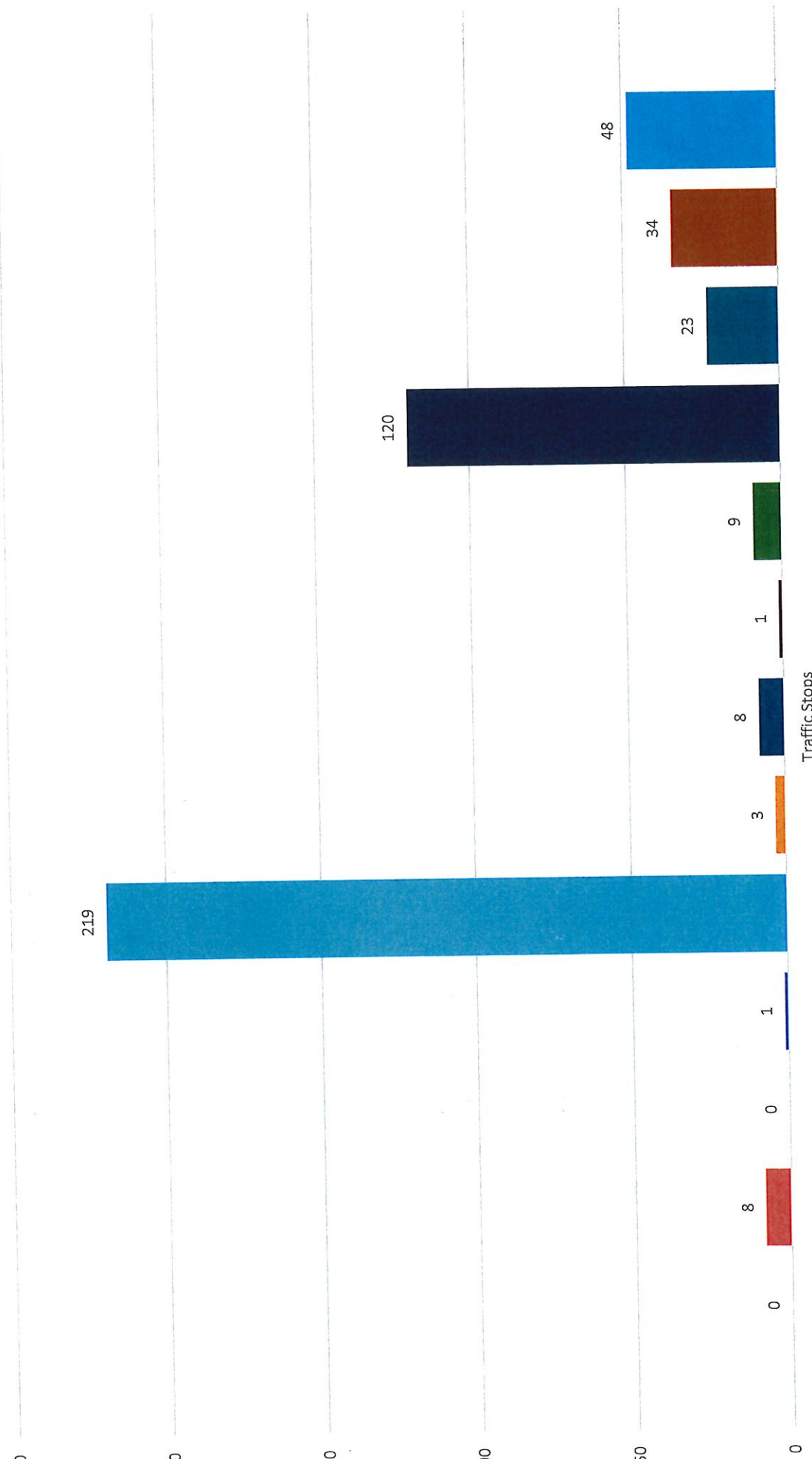
# Yearly Ordinance Violations







# 2021 Yearly Traffic Stops



- Harseim
- Logan
- Clark
- Moran
- Jones
- Dillon
- Kasher
- Imhof
- Roth
- Sassenger
- Mazzone
- Nugent
- Pustz





