

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JANUARY 11, 2023
7:00 P.M.**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
December 14, 2022 – Public Hearing #1
December 14, 2022 – Public Hearing #2
December 14, 2022 – Regular Meeting
4. Approval of Warrant List
5. Public Comment
6. Authorizing final payment of 2022 MFT (Prairie Oak Estates & Oak St.)
to D Construction in the amount of \$19,292.45

7. Authorizing final payment of \$9,938.04 to I.D.O.T for 2016 South Broadway Resurfacing
8. Authorize Mayor Halliday to enter into Professional Service Agreement with Chamlin Engineering for Lead Service Line Replacement Project.
9. Approval of Sanitary Clarifier Equipment Replacement \$79,000.00
10. Appointment of chairperson to the Planning & Zoning Board of Appeals
11. Report of Mayor
12. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
13. Report of Village Clerk
10. Report of Village Attorney
11. Report of Village Engineer
12. Report of Chief of Police
13. Report of Village Administrator
14. Adjourn

Coal City Village Hall
515 S. Broadway, Coal City, Illinois

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 11, 2023

**RE: FINAL PAYMENT FOR THE 2022 MFT & NON-MFT STREETS
PROJECT**

Last year's street work provided a combination of different payment sources in order to complete a number of different project areas. The total bid amount of D Construction slightly exceeded the total allowable expenditure of Motor Fuel Tax by \$5,783.05. This means the final recommended payment for this portion of street work - \$19,292.45, will be split between MFT and non-MFT sources of revenue.

Attached is the Engineer's recommendation for final payment. \$13,509.40 shall come from MFT in order to final out the total allowable MFT expenditures for the roadwork at \$300,000.

Recommendation:

Approve a the Final Payment to D Construction for 2022 Street & Alley Work for MFT-related work of \$19,292.45 to be paid as stated. (\$13,50.40 from MFT & \$5,783.05 from #38).



221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com • www.chamlin.com

December 20, 2022

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
2022 MFT (Prairie Oak Estates & Oak Street)
Pay Request #2 & Final

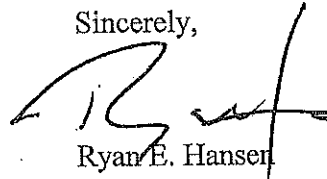
Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	309,629.45
Completed Amount:	\$	305,783.05
Previous Payments:	\$	286,490.60
0% Retention	\$	-
	\$	<u>19,292.45</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$19,292.45 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

Project # 66421.00

Peru Office
4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@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



Engineer's Payment Estimate

Estimate 2
 Final

Local Public Agency: **Coal City** County: **Grundy** Route(s) (Street/Road): **Various** Section Number: **22-00000-00-GM**

Payable to Name: **D Construction, Inc.** Date From: **08/30/22** Date To: **10/12/22**

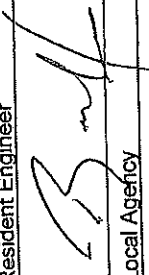
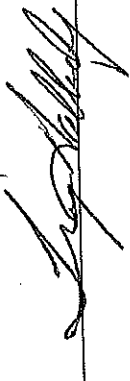
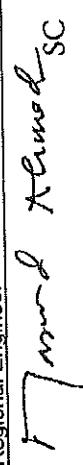
Address: **1488 South Broadway, Coal City, IL 60416**

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
HMA Surface Removal	s.y.	14232	\$49,100.40			14232	\$3.4500	\$49,100.40
Prime Coat (SS-1)	lb.	6405	\$64.05			6405	\$0.0100	\$64.05
HMA Binder Course	ton	1446	\$118,572.00		43.1	1402.9	\$82.0000	\$115,037.80
HMA Leveling Binder	ton	139	\$14,039.00	34.3		173.3	\$101.0000	\$17,503.30
HMA Surface Course	ton	1242	\$117,990.00		3.7	1238.3	\$95.0000	\$117,638.50
Aggregate Shoulders	s.y.	301	\$4,214.00			301	\$14.0000	\$4,214.00
HMA Drive Surface Removal & Replace	s.y.	226	\$5,650.00			89	\$25.0000	\$2,225.00
Total			\$309,629.45				Total	\$305,783.05

Miscellaneous Extras and Credits		Values	
Total Miscellaneous Extras and Credits			
Total Value of Completed Work			\$305,783.05
Deduct Retainage			\$0.00
Balance Due of Completed Work			\$305,783.05
Miscellaneous Debits		Values	
Total Miscellaneous Debits			\$305,783.05
Net Cost of Section			\$286,490.60
Previous Payments			\$19,292.45
Net Amount Due			\$305,783.05

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Coal City	Grundy	Various	22-00000-00-GM

- The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).
- The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.
- The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Coal City	Grundy	Various	22-00000-00-GM
Resident Engineer	Date	Prepared by	Title
	12/20/22	Chamlin and Associates	Consulting Engineer
Local Agency	Date	Approved	Date
	11/29/22	Regional Engineer	12/19/2022
			
		Regional Engineer	

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 11, 2023

RE: FINAL PAYMENT FOR THE 2016 S. BROADWAY RESURFACING PROJECT

Following the June 22nd Tornado of 2015, different agencies looked to see what types of assistance could be provided in order to mitigate the damages that had taken place. The Will County Governmental League (WCGL) located some excess fund within its Transportation Improvement plan (TIP) in order to resurface all of S. Broadway from the BNSF railroad crossing to Spring Road. This project was added after the Federal Highway Authority (FHWA) and FEMA had determined they would not provide enough funding to replace any capital projects due to the damage from the tornado recovery (although FHWA provided a payment of \$92,092, which assisted to lessen the bond payment one year).

The project was an opportune one, because the S. Broadway Reconstruction Project for the portion north of Park Street was slated to occur within a couple of years at that point. We checked all of the numbers and this billing accurately reflects what still remained on this project to be paid by the Village for its 20% portion of these federal funds. The first payment for this project was made in February of 2018.

This item was included on the agenda because it is the final project payment, which closes the file out for Project #M-4003/867/000.

Recommendation:

Approve a Payment to the State of Illinois for \$9,938.04 to close out the S. Broadway resurfacing Project of 2016.



**Illinois Department
of Transportation**

Invoice

Village of Coal City
Village Clerk
515 S. Broadway Street
Coal City, IL 60416

INVOICE NO. 125381
RESP. CODE 9040
INVOICE DATE 01/01/2023
REVENUE CODE 6305
AUDIT NUMBER
PAYER NUMBER 25816

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

	AMOUNT
LOCATION: BNSF Railroad Crossing	
LOCAL SECTION:	
ROUTE: FAS 288	
SECTION: 16-00033-00-RS	
COUNTY: Grundy	
JOB NO.: C-93-018-17	
PROJECT NO.: M-4003/867/000	
CONTRACT NO.: 87667	
DISTRICT: 3	

The Agreement executed 9/20/2017 between Village of Coal City, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

FINAL VILLAGE SHARE:

Z230U01	\$304,623.79
LESS FEDERAL SHARE @ 80% NTE 288,000	(\$243,699.03)
LOCAL SHARE	\$60,924.76
LESS PREVIOUS PAYMENTS	(\$50,986.72)
Payment Due Date 01/15/2023	TOTAL DUE \$9,938.04

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

**MAIL TO: Illinois Department of Transportation
Room 322, Harry R. Hanley Building
2300 So. Dirksen Parkway
Springfield, IL 62764**

INQUIRIES CONTACT: Local Agency-Agreement Analyst at 217/524-6531.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 11, 2023

RE: LEAD (Pb) SERVICE REPLACEMENT PROJECT

Over the past few years, the identification and capital required to replace existing lead services, which provide treated water from the water mains to each household has become a priority. In compliance with the Illinois Environmental Protection Agency (IEPA), Coal City has already estimated and indicated the most likely end users who are connected to the Village's infrastructure via lead service lines. To date, the Village has been replacing any lead services as problems occurred within each household. For instance, perhaps it was necessary to install a new b-box at a residence formerly connected through just one connection to the water main. At these locations, the service was separated and then re-run with plastic materials instead.

Or, due to our lead monitoring participation, a house may have reported a level that exceeded the amount of lead that was permissible. At these addresses, the house's service was replaced with plastic; upon complying with the lead quality standards, the home was then removed from the lead remediation list. As of today, there are approximately 1,181 homes estimated to have lead service lines in need of replacement. Due to the work to date by staff and the village engineer, Coal City qualifies for up to \$4 million in principle forgiveness related to a lead service replacement project.

Much like the borrowing related to the water treatment plant expansion project, the Village must analyze the cost of the capital project and determine the required repayment should the IEPA not provide the anticipated principle forgiveness. However, awarding the contract for lead service line replacement will not occur until the commitment of the IEPA to forgive the loan has been determined. At this point, Chamlin Engineering has gathered a contract to allow them to proceed with the design of the contract to be bid in order to qualify for the IEPA program, which shall determine eligible municipalities in July of this year.

The contract provides a not-to-exceed cost of \$199,950 to design the bid package to gain a contractor who shall replace up to \$4 million worth of lead services. In order to carry out this process in an orderly fashion, the northwest block of residences shall be replaced first. Starting with those homes located north of Division and east of Mary, the project will be designed to work eastward, staying north of Division until the allotted contract money has been completely exhausted. It is expected all homes west of N. Broadway will be completed and the funding will run out at some point as replacements are completed east of N. Broadway and 1st Ave. If funds remain, those homes located east of this area will be approached to have their services

completed. It is anticipated available funds will be exhausted prior to crossing eastward over the BNSF railroad tracks.

The second phase, which looks much like the first is planned to follow. This would start off where the first phase ended and the selected contractor would continue eastward and then complete homes east of Broadway and south of Division looping back to the west. These phases are designed to maximize the total available principle forgiveness being provided, i.e. \$4 million annually. These funds exist for the current year and next year, but have not yet been funded for the following year.

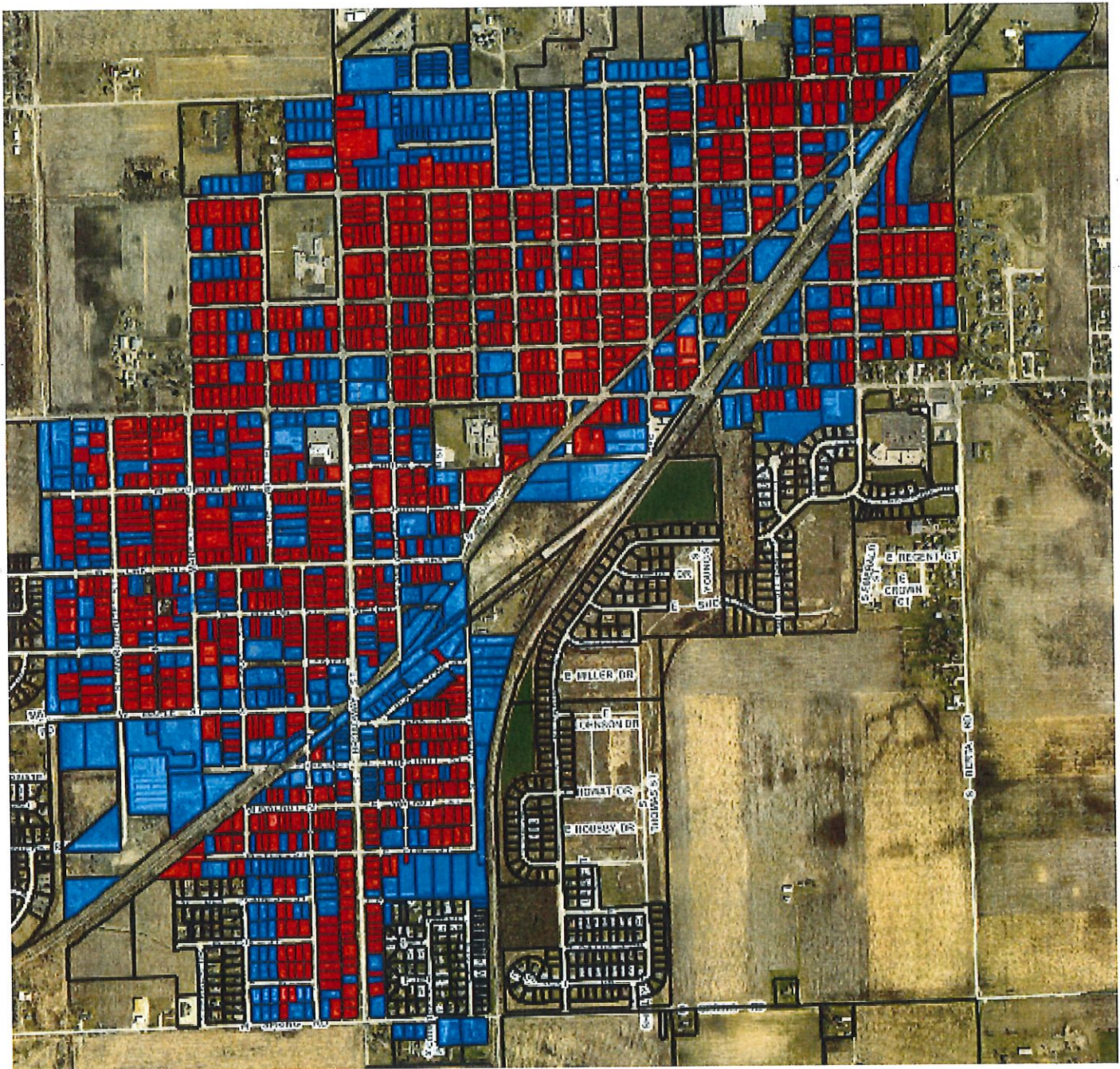
Following the recommended approval, there will be a series of steps similar to the water treatment borrowing necessary to complete the IEPA application for funds.

Recommendation:

Authorize Chamlin Engineering to design the Phase One Lead Replacement Line Project gathering the total amount of work necessary to design a \$4 million Replacement Project.

Lead Service Line Replacement Map

Updated 1/6/23



Clerk
Village Admin.
Chamlin Engineer
IEPA
Email to Chamlin
Acctg.

AGREEMENT FOR ENGINEERING SERVICES

VILLAGE OF COAL CITY LEAD SERVICE LINES REPLACEMENT

This AGREEMENT, made this 29th day of December, 2011, by and between the Village of Coal City, Illinois, hereinafter referred to as the OWNER, and Chamlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The OWNER intends to remove and replace lead service lines in the water main network throughout the Village. The project scope will involve replacing water main lines from the existing water main to the residents' homes. This project will comply with the Illinois Lead Service Line Replacement and Notification Act mandates.

This Agreement for Engineering Services covers the following:

- Design Phase – Coordination and collection of appropriate data, securing topographic data to facilitate final design, and engineering services associated with coordinating the various sources of funding for the final project, 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 as described in the Project Planning Report approved for this project by the OWNER and IEPA, 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 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 Project Planning Report and 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 PWS 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 coordinate the collection of soils, operations and other data as required.
- The ENGINEER shall secure the necessary topographic data required to facilitate final design.
- The ENGINEER shall perform the necessary engineering services associated with financing alternatives for the project.
- 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 review the Project Planning Report (if applicable) prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, shall revise design criteria, design standards, and other appropriate preliminary design information included in the preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
- 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 authorization by the OWNER.

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 Preliminary Phase (P), 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 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

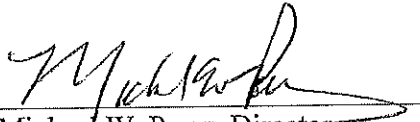
DATE: _____

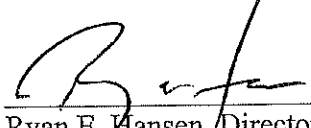
DATE: _____

(SEAL)

Executed by the ENGINEER:

CHAMLIN & ASSOCIATES, INC.

BY: 
Michael W. Perry, Director

BY: 
Ryan E. Hansen, Director

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	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%

The estimated fee, based on the construction cost estimate of \$ 4,000,000:

\$191,950

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:

\$8,000

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 for design phase services is 180 days after execution of this AGREEMENT or July 1, 2023 (date).

EXHIBIT A TO ATTACHMENT I
ENGINEERING SERVICES AGREEMENT

Refer to Section C: Additional Engineering Services

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

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

1. As set forth in this AGREEMENT FOR ENGINEERING SERVICES dated by and between the Village of Coal City, the OWNER, and Chamlin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree 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 18-month construction period is:

\$240,000

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.

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.

2022-2023 RATE SCHEDULE

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>	<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	162.00	Sr. Party Chief	110.00
Sr. Project Engineer II	154.00	Party Chief	95.00
Sr. Project Manager	154.00	Instrument Operator	88.00
Sr. Structural Engineer	154.00	Rodman	58.00
Sr. Project Engineer I	148.00	Admin. Support Staff	44.00
Structural Engineer	144.00		
Project Engineer	144.00	Vehicle & Standard Survey Equipment	11.00
Professional Land Surveyor	119.00	Total Station	12.00
Engineer	132.00	Robotic Total Station	19.00
Project Manager	120.00	GPS	31.00
Engineer (EIT)	111.00	Inspection Vehicle	8.00
Designer	105.00	Mileage	State Rate
Inspector	105.00	Computer & Plotter	17.00
GIS Coordinator	95.00	UTV Rental	325.00 /Day
Chief Engineering Aide	120.00	Drone Usage Fee	105.00 Flat Rate
Sr. Engineering Aide	95.00	Drone Roof Survey (Incl. Usage Fee)	150.00 Flat Rate
Engineering Aide	87.00	Drone Ground Control (Incl. Usage Fee)	150.00 Flat Rate
Draftsman	80.00		

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 26, 2023. 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.



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 E. Hansen, Director – Chamlin & Associates, Inc.

Typed Name and Title of Authorized Representative

Ryan E. Hansen

Signature of Authorized Representative

12/29/22

Date

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



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com • www.chamlin.com

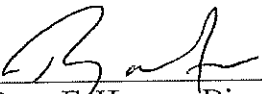
SUBJECT: Village of Coal City
Lead Service Lines Replacement

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, Director



Date

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@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

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

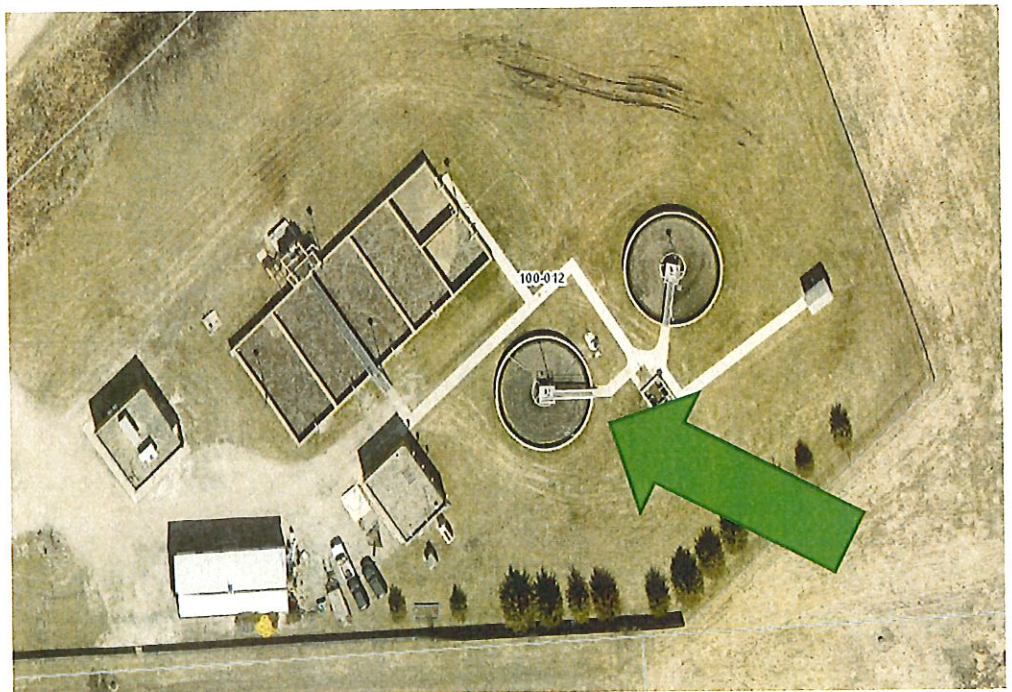
MEETING

DATE: January 11, 2023

RE: SANITARY CLARIFIER EQUIPMENT REPLACEMENT

The Sanitary Modernization Project has been focused upon the replacement of the large filtration Huber process and replacing variable speed blowers for proper oxygenation within the aerobic digesters. At this time, there are additional parts of the mechanical process in need of replacement as well. Following the aerobic digestion, cleaned water flows over the top of the clarifiers prior to being returned to the local drainage ditches having met their proper qualities. This portion of the system has a large arm that skins along the top of the surface ensuring no growth of bacteria occurs on the surface.

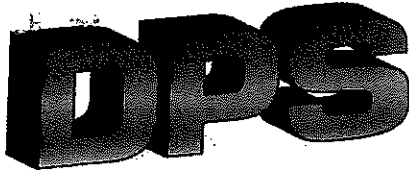
Despite the efforts of the operators to utilize replacement motors and parts, this mechanism must be replaced in total. To date, two quotes have been received and staff is waiting for the third. With one at \$79,000 and another at \$102,400, an amount of \$79,000 is being recommended for the expenditure to replace this item. Should the third quote come in lower, that vendor will be utilized in order to save dollars on the total expenditure. These two quotes have been



provided; both vendors shall provide labor at prevailing wage rates. This expenditure will come from the Sanitary Treatment Plant Modernization Bond reserves.

Recommendation:

Authorize the expenditure of \$79,000 for the replacement of the clarifier equipment.



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #22-103B-R1

Date: January 5, 2023

Page 1 of 3

City of Coal City
515 S. Broadway
Coal City, IL 60416
Attn: Tyler Valiente - Superintendent

Work Location: Wastewater Treatment Plant, 820 N. Broadway Site Telephone# 815/955-8341

Scope of Services

We hereby propose to furnish labor and material as necessary to retrofit one (1) drive assembly on one (1) circular clarifier originally furnished by Westech under project #18752A.

Services shall consist of disconnecting, removing, re-installing, and re-connecting the bridge assembly. We shall replace the entire drive assembly, level, reconnect, set and test overloads.

The replacement drive shall be an Amwell model 28H6T Spur gear drive assembly with adapter plates.

Project Cost: \$79,000.00

Project cost includes: project management, all field and administrative labor, replacement components, crane services, standard and specialty tools/equipment, travel, and living expenses.

Notes: (1) City shall drain and clean clarifier prior to the start of the project, which should take about three days to complete.

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

Respectfully submitted,

Michael R. Sears - Project Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and attached Service Terms of this Proposal are satisfactory, and are hereby accepted. DPS Equipment Services, Inc. is authorized to do the work as specified.

Signature: _____ Date: _____

TERMS GOVERNING CUSTOMER SERVICES

1. **Basis of Price:**
 - A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - C. Bonds, insurance (other than our normal coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the proposal price.
 - D. Terms of Payment: Net 20 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client. Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. ***Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.*** DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship ***FOR A PERIOD OF ONE (1) YEAR*** from the date of completion. **Remedy:** All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services.
DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.
4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venturer of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.

8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.
11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing Wage rate as required. DPS, Inc. shall also furnish certified payroll forms if required.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by DPS, Inc. through respective signatures by authorized personnel.

Proposal submitted by: 
 Michael R. Sears – Project Manager, DPS, Inc.

Accepted by Client:

 Client Affiliation

By: _____ Date: _____

Commercial Proposal

Proposal Name: Coal City WWTP
 Proposal Number: 2260390
 Wednesday, August 17, 2022

1. Bidder's Contract Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Dan Gutman
Phone	(801) 265-1000
Email	dgutman@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Budget Pricing

Currency: USD

Scope of Supply		
A	One (1) WesTech C31 Cage Drive	\$38,000
A-1	One (1) Control Panel	\$12,500
B	Install One (1) WesTech C31 Cage Drive	\$51,900
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

102,400

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,700
---	---------

Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Equipment – Notification of Ready to Ship	100%
Service – Upon Completion of Service	100%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Hair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Shipment of Equipment, after Purchase Order Acceptance and Contract Execution	16 weeks
Service Completion, after Commencement of Service	1 week

5. Freight

Domestic	FOB Shipping Point - Prepaid and Added (FSP-PPA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	Coal City, IL	Approximately 1

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasner	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Larson	Goron	Stockli	Briley	Roach	Paquette	Butterfield	Post	Totals
Jan-22	0	7	2	17	26	0	7	2	13	1	21	26	20	0	0	0	0	0	0	0	0	142
Feb-22	0	3	11	22	24	0	17	6	18	0	17	15	2	0	0	0	0	0	0	0	0	135
Mar-22	0	20	15	12	41	0	13	8	23	0	19	13	0	0	0	0	0	0	0	0	0	164
Apr-22	1	14	5	24	30	0	15	5	15	0	22	18	0	0	0	0	0	0	0	0	0	149
May-22	0	22	11	20	35	0	27	5	18	0	31	9	0	32	0	0	0	0	0	0	0	210
Jun-22	0	19	9	28	26	0	36	27	21	0	17	1	0	38	0	0	0	0	0	0	0	222
Jul-22	1	6	1	12	19	0	10	23	30	0	26	18	0	32	0	0	0	0	0	0	0	178
Aug-22	0	7	9	13	33	0	20	11	29	0	15	14	0	34	10	3	0	0	0	0	0	198
Sep-22	0	9	3	8	41	0	15	1	26	0	11	11	0	26	35	17	0	0	0	0	0	203
Oct-22	0	7	5	19	42	0	11	8	18	0	14	10	0	51	18	31	0	0	0	0	0	234
Nov-22	1	11	4	28	21	0	6	1	21	0	13	9	0	25	24	22	0	0	0	1	0	187
Dec-22	0	1	0	4	19	0	0	1	27	0	19	16	0	40	18	16	0	0	0	4	0	166
Totals:	3	126	75	207	357	0	177	98	259	1	225	160	22	278	105	89	0	0	0	5	1	2188

	Harselm	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Larson	Goron	Stockdell	Birley	Reach	Paquette	Butterfield	Post	Totals
Jan-22	1	2	13	7	46	0	11	1	7	0	47	13	44	0	0	0	0	0	0	0	0	192
Feb-22	0	3	17	15	38	C	31	5	78	0	64	16	6	0	0	0	0	0	0	0	0	273
Mar-22	0	9	9	14	37	C	16	6	99	0	90	39	0	0	0	0	0	0	0	0	0	319
Apr-22	0	13	10	4	58	C	19	3	75	0	57	47	0	0	0	0	0	0	0	0	0	286
May-22	0	43	11	21	71	C	21	2	51	0	62	32	0	63	0	0	0	0	0	0	0	377
Jun-22	0	12	14	16	82	C	88	37	24	0	60	5	0	116	0	0	0	0	0	0	0	454
Jul-22	0	10	18	12	51	C	25	28	74	0	43	44	0	99	0	0	0	0	0	0	0	404
Aug-22	0	4	37	4	64	D	32	12	42	0	61	36	0	78	20	9	0	0	0	0	0	399
Sep-22	0	5	6	4	80	C	26	4	70	0	22	29	0	79	70	39	0	0	0	0	0	454
Oct-22	0	3	27	10	70	C	35	2	34	0	24	25	0	66	58	57	0	0	0	0	0	411
Nov-22	0	6	17	11	60	C	18	2	37	0	21	29	0	54	48	63	0	0	0	2	0	368
Dec-22	0	2	35	6	50	C	0	0	65	0	15	15	0	96	26	44	0	0	0	12	3	369
Totals:	1	112	214	124	707	C	322	102	656	0	566	330	50	651	222	212	0	0	0	14	3	4286

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Larson	Geron	Stockdell	Briley	Roach	Paquette	Butterfield	Post	Totals
1-22	1	9	15	24	72	0	18	3	20	1	68	39	64	0	0	0	0	0	0	0	0	334
3-22	0	6	28	37	62	0	48	11	96	0	81	31	8	0	0	0	0	0	0	0	0	408
11-22	0	29	24	26	78	0	29	14	122	0	109	52	0	0	0	0	0	0	0	0	0	483
1-22	1	27	15	28	88	0	34	8	90	0	79	65	0	0	0	0	0	0	0	0	0	435
11-22	0	65	22	41	106	0	48	6	69	0	93	41	0	93	0	0	0	0	0	0	0	584
1-22	0	31	23	44	108	0	124	64	45	0	77	6	0	154	0	0	0	0	0	0	0	676
1-22	1	16	19	24	70	0	35	51	104	0	69	62	0	131	0	0	0	0	0	0	0	582
5-22	0	11	46	17	97	0	52	23	71	0	76	50	0	112	30	12	0	0	0	0	0	597
3-22	0	14	9	12	121	0	41	5	96	0	33	40	0	105	105	56	0	0	0	0	0	637
1-22	0	10	32	29	112	0	46	10	52	0	38	35	0	117	76	88	0	0	0	0	0	645
11-22	1	17	21	39	81	0	24	3	58	0	34	38	0	79	72	85	0	0	3	0	0	555
1-22	0	3	35	10	69	0	0	1	92	0	34	31	0	136	44	60	0	0	0	16	4	535
Totals:	4	238	289	331	1064	0	499	199	915	1	791	490	72	927	327	301	0	0	0	19	4	6471

	Harsetim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Larson	Goron	Stockdell	Briley	Roach	Pequette	Butterfield	Post	Totals
an-22	0	1	0	0	43	0	1	1	0	0	4	8	4	0	0	0	0	0	0	0	0	62
eb-22	0	0	0	0	34	0	2	1	3	0	5	6	0	0	0	0	0	0	0	0	0	51
far-22	0	2	0	2	29	0	1	4	4	0	6	2	0	0	0	0	0	0	0	0	0	50
apr-22	0	0	0	0	56	0	1	0	3	0	7	4	0	0	0	0	0	0	0	0	0	71
may-22	0	6	0	0	45	0	1	0	4	0	6	3	0	39	0	0	0	0	0	0	0	104
jun-22	0	0	1	0	60	0	34	36	2	0	11	1	0	60	0	0	0	0	0	0	0	205
jul-22	0	1	0	0	48	0	9	15	1	0	10	10	0	56	0	0	0	0	0	0	0	150
aug-22	0	3	0	1	54	0	2	5	2	0	11	5	0	66	14	0	0	0	0	0	0	163
sep-22	0	4	0	1	70	0	2	1	5	0	6	11	0	77	61	6	0	0	0	0	0	244
oct-22	0	1	0	0	58	0	3	0	5	0	6	6	0	49	10	43	0	0	0	0	0	181
nov-22	0	2	0	0	49	0	0	0	3	0	5	8	0	44	16	51	0	0	0	0	0	178
dec-22	0	1	0	0	49	0	0	0	3	0	5	7	0	73	24	20	0	0	0	0	2	184
Totals:	0	21	1	4	595	0	56	63	35	0	82	71	4	464	125	120	0	0	0	0	0	1643

affic Citations

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
irselm	0	0	0	0	0	0	0	0	0	0	0	0	0
gan	0	0	1	0	0	0	0	0	1	0	0	0	2
ark	0	0	0	0	0	0	0	0	0	0	0	0	0
oran	2	0	0	0	1	0	1	0	1	1	0	0	6
nes	15	17	10	25	7	13	19	24	3	4	0	14	151
llon	0	0	0	0	0	0	0	0	0	0	0	0	0
isher	0	0	0	0	0	0	0	0	0	0	0	0	0
ihof	0	0	2	0	0	14	3	0	0	0	0	0	19
yth	0	0	1	3	0	0	0	1	1	2	5	0	13
ssenger	0	0	0	0	0	0	0	0	0	0	0	0	0
azzone	1	0	0	1	5	0	1	4	3	1	0	1	17
rgent	0	0	1	0	1	0	2	0	1	1	1	0	7
lstz	0	0	0	0	0	0	0	0	0	0	0	0	0
rson	0	0	0	0	7	14	16	15	12	16	12	14	106
ron	0	0	0	0	0	0	0	2	14	3	7	1	27
ockdell	0	0	0	0	0	0	0	0	0	13	11	2	26
iley	0	0	0	0	0	0	0	0	0	0	0	0	0
ach	0	0	0	0	0	0	0	0	0	0	0	0	0
iquette	0	0	0	0	0	0	0	0	0	0	0	0	0
itterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
st	0	0	0	0	0	0	0	0	0	0	0	0	0
ital	18	17	15	29	21	41	42	46	36	41	36	32	374

Finance Citations

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
irselm	0	0	0	0	0	0	0	0	0	0	0	0	0
gan	0	0	0	0	0	0	0	0	0	0	0	0	0
ark	0	0	2	0	0	0	0	0	0	0	0	0	2
oran	0	0	0	0	0	0	0	0	0	0	0	0	0
nes	0	2	2	0	0	0	0	0	0	0	0	0	4
llon	0	0	0	0	0	0	0	0	0	0	0	0	0
isher	0	0	0	1	0	0	0	0	0	0	0	0	1
ihof	0	0	0	1	0	0	0	0	0	0	0	0	1
yth	0	0	0	0	0	0	1	0	0	0	0	0	1
ssenger	0	0	0	0	0	0	0	0	0	0	0	0	0
azzone	0	0	0	0	0	0	0	0	0	0	0	0	0
rgent	0	0	0	0	0	0	0	0	0	0	0	0	0
lstz	0	0	0	0	0	0	0	0	0	0	0	0	0
rson	0	0	0	0	0	1	0	1	1	0	1	0	4
ron	0	0	0	0	0	0	0	0	0	0	0	0	0
ockdell	0	0	0	0	0	0	0	0	0	0	0	0	0
iley	0	0	0	0	0	0	0	0	0	0	0	0	0
ach	0	0	0	0	0	0	0	0	0	0	0	0	0
iquette	0	0	0	0	0	0	0	0	0	0	0	0	0
itterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
st	0	0	0	0	0	0	0	0	0	0	0	0	0
ital	0	2	4	2	0	1	1	1	1	0	1	0	13

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Larson	Goron	Stockdell	Briely	Roach	Paquette	Butterfield	Post	Total	
Jan-22	0	0	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	3
Feb-22	0	0	0	0	4	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	6
Mar-22	0	0	1	0	1	0	0	0	2	0	1	1	0	0	0	0	0	0	0	0	0	0	6
Apr-22	0	0	0	0	5	0	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	9
May-22	0	0	0	0	2	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	5
Jun-22	0	0	0	0	2	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	7
Jul-22	0	0	0	0	3	0	0	2	1	0	1	0	0	3	0	0	0	0	0	0	0	0	10
Aug-22	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	3
Sep-22	0	1	0	0	0	0	0	0	0	0	1	0	0	7	1	0	0	0	0	0	0	0	10
Oct-22	0	0	0	0	1	0	0	0	0	0	0	0	0	7	1	0	0	0	0	0	0	0	9
Nov-22	0	0	0	0	0	0	0	0	1	0	1	0	0	7	0	1	0	0	0	0	0	0	10
Dec-22	0	0	0	0	6	0	0	0	0	0	1	1	0	13	0	3	0	0	0	0	0	0	24
Totals:	0	1	1	0	25	0	2	2	6	0	12	2	1	44	2	4	0	0	0	0	0	0	102

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Larson	Goron	Stockdell	Briley	Roach	Paquette	Butterfield	Post	Totals
Jan-22	0	0	0	1	2	0	1	1	0	0	0	0	1	0	0	0	0	0	0	0	0	6
Feb-22	0	0	0	1	3	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	8
Mar-22	0	0	0	0	5	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	8
Apr-22	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
May-22	0	2	0	2	3	0	1	0	1	0	3	3	0	3	0	0	0	0	0	0	0	18
Jun-22	0	0	0	1	8	0	3	1	1	0	3	0	0	7	0	0	0	0	0	0	0	24
Jul-22	0	0	0	0	0	0	0	1	5	0	3	4	0	4	0	0	0	0	0	0	0	18
Aug-22	0	0	0	1	9	0	1	0	5	0	4	1	0	5	5	1	0	0	0	0	0	32
Sep-22	0	0	0	0	5	0	2	0	3	0	1	1	0	4	5	3	0	0	0	0	0	24
Oct-22	0	0	0	1	2	0	2	0	0	0	1	0	0	0	2	2	0	0	0	0	0	13
Nov-22	0	2	0	2	2	0	0	0	1	0	1	1	0	3	6	2	0	0	0	0	0	20
Dec-22	0	0	0	0	0	0	0	0	2	0	0	1	0	1	0	1	0	0	0	0	0	5
Totals:	0	5	0	9	39	0	11	.4	26	0	18	11	1	27	18	9	0	0	0	0	0	178

2022 CALL REQUIRING A REPORT													TOTALS
	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	
CLARK	7	9	15	7	24	19	8	18	3	23	11	10	154
DILLON													
GORON								6	36	19	28		89
IMHOF	1	7	10	6	5	34	37	20	6	10	3	3	142
JONES	25	30	31	33	14	31	34	36	6	5	1	21	267
KASHER	7	17	12	9	42	21	6	27	6	3	1		151
LARSON					20	50	54	46	34	62	26	44	336
LOGAN	8	8	18	12	14	16	16	7	8	6	6	2	121
MAZZONE	19	13	19	15	50	49	34	30	25	31	21	30	336
MORAN	18	23	10	18	25	27	15	22	13	25	27	10	233
NUGENT	20	16	15	13	18	1	25	12	25	16	19	22	202
POST													
PUSTZ	25	12											37
ROTH	12	11	19	24	27	26	30	27	37	31	30	23	297
SASSENGER													
STOCKDELL								3	14	30	29	13	89
BRILEY											1	8	9
BUTTERFIELD												1	1
PAQUETTE													
ROACH													
	142	146	149	137	239	274	259	254	213	261	203	187	2464

	2023 ACCIDENT REPORTS												TOTALS	
	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.		
CLARK														0
DILLON														0
GORON										1				1
IMHOF	1	2	1	1				2						7
JONES	2	4	2	1		1	1	2	1			2		15
KASHER						1			1					2
LARSON					3		1	1	1	1				7
LOGAN			1	2	1			3	1					8
MAZZONE					2	2				1	1	1		6
MORAN	3		1	1	1	1	1		1	1	1			11
NUGENT	5	3			1				1	1	1			11
POST														0
PUSTZ	1													1
ROTH			1					2	1	1				5
SASSENGER														0
STOCKDELL									1	2	1			4
BRILEY														
BUTTERFIELD														
PAQUETTE														
ROACH														
TOTAL	0	9	6	5	8	4	3	10	4	7	7	3		66

	2022 D.U.I.'S												TOTALS			
	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.				
CLARK																
DILLON																
GORON																
IMHOF																
JONES																
KASHER																1
LARSON						1										
LOGAN															1	
MAZZONE																2
MORAN																
NUGENT																
POST																
PUSTZ																
ROTH							1								1	2
SASSENGER																
STOCKDELL																
BRILEY																
BUTTERFIELD																
PAQUETTE																
ROACH																
TOTAL	0	0	0	1	0	1	0	0	1	0	0	0	1	2	0	5