

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Denise Albers
Michael Heap
Robert Kaiser
Mike Blaies
Ray Matchett, Jr.
Lisa Meehling

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Michael Guenster Keck Brown, P.C.

IN ACCORDANCE WITH EXECUTIVE ORDER 2020-07, THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID 447 872 7673

Join URL: <https://us02web.zoom.us/j/4478727673>

We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com

April 11, 2022

**NOTICE
MEETING OF THE PUBLIC WORKS COMMITTEE
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)**

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, April 13, 2022, at 5:45 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items to be Reviewed
 - A. Old Business
 1. Approval of March 16, 2022 Minutes
 2. New Sewer Plant – Haier Plumbing & Heating Pay Request #8 in the amount of \$630,501.70
 3. Sewer Issues
 4. FSH Minutes
 5. Water System Study
 6. Repair/Replace Sewer Main East and West Apple
 - B. New Business
 1. Project Request #22-05: Excess Flower Clarifier Pump for West Plant
 - C. General Concerns
 - D. Public Participation
 - E. Adjourn

At said Committee Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation, [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)] personnel [5 ILCS, 120/2 - (c) (1)]; real estate transactions [5 ILCS, 120/2 - (c) (5)]; or collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2(c)(2)]

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PUBLIC WORKS COMMITTEE MEETING Trash/Water/Sewer (Kaiser/Blaies/Heap/Meehling) Wednesday, March 16, 2022 at 5:45 p.m.

The Public Works Committee Meeting was called to order at 5:53 p.m. on Wednesday, March 16, 2022, by Chairman Bob Kaiser. Members present were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Denise Albers, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle. There were no guests present via Zoom.

A. OLD BUSINESS:

1. Approval of February 16, 2022 minutes: Trustee Mike Blaies motioned to approve the February 16, 2022 minutes, and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.
2. New Sewer Plant/Sewer Loan: Zoning Administrator Matt Trout said everything is moving along pretty well. They are almost done with the aeration basin, they started on the clarifier in the filter building, they are working on the roofing and insulation in the admin building, and they are installing the gates in the influent building. Public Works Director John Tolan said there are a couple pieces of equipment on site. He is working with Burns & McDonnell to see if there is an alternative on the piping.
3. Sewer issues: John reported having to pump out a couple of manholes with the recent heavy rains. We had an overflow at the west plant, and that has been reported to EPA.
4. FSH Minutes: Village Administrator Tony Funderburg advised SLM passed a rate increase, and we are proposing to pass that along to our customers. It will be discussed under New Business.
5. Water System Study: John reported TWM has asked for a rate study questionnaire to be completed. That is the final item, and will then be sent to the IEPA.
6. Repair/Replace Sewer Main East and West Apple: John advised Midwest Vac will be here Monday to televiser the sewer behind the car wash. Tim Pruett needs the excavation footages and also needs to see if any more damage has been done. Once that is completed, Tim will get it ready to bid out.
7. West Street Residents' Sewer Issue: Nothing new to report. Item can be taken off the agenda.

B. NEW BUSINESS:

1. SLM Rate Increase: SLM increased their monthly cost to FSH Commission of 30 cents for every 1,000 gallons, and Village Administrator Tony Funderburg advised we are proposing to pass that increase along to our customers starting with the June billing. John thinks this will add approximately \$1.50 - \$1.75 /month to an average water user's bill. Tony said this is as exact as he can get it. He only increased the cost of the additional water, and did not increase depreciation or capital reserves. John further explained this is only the cost of making the water. Trustee Albers asked for a good article to the public explaining why this had to be done.

Trustee Lisa Meehling motioned to recommend to the full Board SLM's water rate increase of 30 cents per 1,000 gallons, and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

John reported two big water main breaks, and stated our new guys worked with our old guys incredibly well. We had an issue on Rogers Dr., where a plumber busted off the shut off. We repaired it, and will send the plumber a bill for our time and materials. John stated the new lead and copper law will require us to identify the service lines and materials used by October of 2023. John received IEPA's notification that the east lagoon permit renewal application is due September 30th. He will ask Volkert to help with the renewal submission. He also advised they have completed their hazard communication, respiratory, and confined space training.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn the meeting at 6:13 p.m., and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager

Contractor's Application for Payment No.

Application Period: February 14, 2022 - March 15, 2022	Application Date: Tuesday, March 15, 2022
From (Contractor): Haier Plumbing & Heating, Inc.	Via (Engineer): Burns & McDonnell Engineering
Contractor's Project No.: 1185FWW.	Engineer's Contract Number:

Change Order Summary

Approved Change Orders Number	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$16,790.85	\$0.00
TOTALS	\$16,790.85	\$0.00
NET CHANGE BY CHANGE ORDERS	\$16,790.85	

Application For Payment

1. ORIGINAL CONTRACT PRICE \$11,237,000.00
2. Net Change By Change Order \$16,790.85
3. Current Contract Price (Line 1+2) \$11,253,790.85
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) \$3,954,809.02
5. RETAINAGE:
 - a. 10.00% \$3,954,809.02 Work Completed. \$298,818.21
 - b. 10.00% \$96,662.74 Stored Material. \$96,662.74
 - c. Total Retainage (Line 5a + 5b) \$395,480.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$3,559,328.07
7. LESS PREVIOUS REQUESTS (line 6 from prior Application). \$2,928,826.37
8. AMOUNT DUE THIS APPLICATION \$630,501.70
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above) \$7,694,462.78

Payment of: \$630,501.70

is recommended by: *Jeff Barnard* 4/5/2022
(Engineer) (Date)

Payment of: \$630,501.70
(Line 8 or other - attach explanation of the other amount)

is approved by: Jeff Barnard, PE; Burns & McDonnell
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Mona Mense* Date: 3/15/2022

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		FREEBURG WWTP IMPROVEMENTS 2021										Application Number: 8			
Application Period:		February 14, 2022 - March 15, 2022										Application Date: Tuesday, March 15, 2022			
A		B					C					D	E	F	G
		Scheduled Value					Work Completed								
No.	Item Description	Bid Item Quantity	Unit	Unit Price	Total Bid Value	Qty Installed	Value of Work Previously Installed	Qty Installed	Value of Work Installed to Date	Materials Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B-F)		
23	Tile	1	LS	\$10,350.00	\$10,350.00								\$10,350.00		
24	Painting & Coating	1	LS	\$170,039.00	\$170,039.00								\$170,039.00		
25	Laboratory Casework	1	LS	\$80,000.00	\$80,000.00								\$80,000.00		
26	Metal Building Systems	1	LS	\$486,180.00	\$486,180.00								\$73,410.50		
27	Sanitary Plumbing	1	LS	\$118,600.00	\$118,600.00		\$37,387.49		\$412,769.50		\$37,387.49		\$81,412.51		
28	HVAC	1	LS	\$192,855.00	\$192,855.00								\$192,855.00		
29	Blower Piping	1	LS	\$74,720.00	\$74,720.00								\$74,720.00		
30	Electrical	1	LS	\$1,700,000.00	\$1,700,000.00		\$217,491.27		\$54,419.42		\$271,910.69		\$1,428,089.31		
41	Integration and Control	1	LS	\$530,000.00	\$530,000.00					\$130,606.54	\$130,606.54		\$399,393.46		
42	Site Preparation & Earthwork	1	LS	\$241,555.00	\$241,555.00		\$150,394.00		\$22,162.17		\$172,556.17		\$68,988.83		
43	Rock/Asphalt Drives	1	LS	\$63,000.00	\$63,000.00		\$13,478.61				\$13,478.61		\$49,521.39		
44	Concrete Pavement	1	LS	\$94,133.00	\$94,133.00								\$94,133.00		
45	Chain Link Fence	1	LS	\$109,300.00	\$109,300.00								\$109,300.00		
46	Seeding/Site Cleanup	1	LS	\$10,000.00	\$10,000.00								\$10,000.00		
47	Waterline	1	LS	\$73,100.00	\$73,100.00								\$73,100.00		
48	Process Piping	1	LS	\$880,300.00	\$880,300.00		\$397,290.58		\$5,642.09	\$7,322.77	\$410,255.44		\$470,044.56		
49	Submersible Pumps	1	LS	\$50,000.00	\$50,000.00								\$50,000.00		
50	Slide Gates	1	LS	\$57,800.00	\$57,800.00					\$3,460.60	\$5,780.60		\$52,019.40		
51	Blowers	1	LS	\$178,520.00	\$178,520.00					\$64,020.00	\$64,020.00		\$114,500.00		
52	Rotary Lob Pumps	1	LS	\$61,000.00	\$61,000.00								\$61,000.00		
53	Screening Equipment	1	LS	\$160,500.00	\$160,500.00					\$151,000.00	\$151,000.00		\$9,500.00		
54	Liquid Chemical Metering System	1	LS	\$42,300.00	\$42,300.00					\$25,232.00	\$25,232.00		\$17,068.00		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		FREEBURG WWTP IMPROVEMENTS 2021										Application Number: 8					
Application Period:		February 14, 2022 - March 15, 2022										Application Date: Tuesday, March 15, 2022					
A Item Description		B Scheduled Value					C From Prev Apps					D This Period Completed			E Materials Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B-F)
		Bid Item Quantity	Unit	Unit Price	Total Bid Value	Qty Installed	Value of Work Previously Installed	Qty Installed	Value of Work Installed to Date	Qty Installed	% (F/B)						
55	Circular Clarifiers	1	LS	\$287,000.00	\$287,000.00									\$221,595.00	\$221,595.00	77.21%	\$65,405.00
56	Secondary Treatment Equipment	1	LS	\$900,000.00	\$900,000.00									\$320,754.50	\$320,754.50	35.64%	\$579,245.50
57	Disk Cloth Filler	1	LS	\$857,000.00	\$857,000.00												\$857,000.00
58	Precast Structures	1	LS	\$115,000.00	\$115,000.00				\$29,224.00						\$29,224.00	25.41%	\$85,776.00
59	Box Culvert	1	LS	\$132,731.00	\$132,731.00				\$132,731.00						\$132,731.00	100.00%	
60	C.O. 1: Survey Reference Points Addition	1	LS	\$16,790.85	\$16,790.85								\$4,196.50		\$4,196.50	24.99%	\$12,594.35
TOTAL CONTRACT PRICE					\$11,253,790.85				\$2,272,032.76				\$716,148.85	\$966,627.41	\$3,954,809.02		\$7,298,981.83

Stored Material Summary

Contractor's Application

For (Contract):		VILLAGE OF FREEBURG, IL - WWTP IMPROVEMENTS 2021						Application Number: 8	
Application Period:		February 14, 2022 - March 15, 2022						Application Date: Tuesday, March 15, 2022	
Bid Item No.	Supplier Invoice No.	Storage Location	Description of Materials or Equipment Stored	D		E	F		G
				Date Placed into Storage (Month/Year)	Amount (\$)		Incorporated in Work	Materials Remaining in Storage (\$)	
				Amount (\$)	(D + E)	Date (Month/Year)	Amount (\$)	(D + E - F)	
14	Pay App 2	On-site	Reinforcement Bar - K & N Steel	12/2021	\$ 70,475.90	\$ 70,475.90	3/2022	\$ 70,475.90	\$ -
16	3751	Engineering	Hollowcore: St. Louis Prestress - engineering	12/2021	\$ 4,356.00	\$ 4,356.00			\$ 4,356.00
17	#11143 - Pay App 1	On-site	Miscellaneous Metals: Imperial Metals-misc pieces for Influent Screen Bldg. & Filter Bldg.	2/2022	\$ 38,280.00	\$ 38,280.00			\$ 38,280.00
41	120014566	At Durkin & HPH office	Integration & Control: DURKIN-process control system (control panels & flow instrumentation)	2/2022	\$ 130,606.54	\$ 130,606.54			\$ 130,606.54
48	2031771	On-site	Process Piping: Midwest Muni. Supply (3-18" MJ 90's)	12/2021	\$ 7,322.77	\$ 7,322.77			\$ 7,322.77
50	RH6772.1	On-site	Slide Gates: Rodney Hunt (slide & weir gates)	12/2021	\$ 3,460.60	\$ 3,460.60			\$ 3,460.60
51	29760	Submittals	Blowers: Hardy Pro Air (blowers)	12/2021	\$ 64,020.00	\$ 64,020.00			\$ 64,020.00
53	81511	On-site	Screening Equipment: Kusters (FBS 400x75/6 and SWP 200x700)	12/2021	\$ 151,000.00	\$ 151,000.00			\$ 151,000.00
54	211964	At HPH	Liquid Chemical Metering System: Watson Marlow	12/2021	\$ 25,232.00	\$ 25,232.00			\$ 25,232.00
55	22086	On-site	Circular Clarifiers: Walker Process Equipment-two RSPS collectors	2/2022	\$ 166,710.50	\$ 54,884.50			\$ 221,595.00
56	36109	At EnviroLine	Secondary Treatment Equipment: EnviroLine Co. (aeration equipment)	12/2021	\$ 320,754.50	\$ 320,754.50			\$ 320,754.50
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
TOTALS					\$ 982,218.81	\$ 1,037,103.31		\$ 70,475.90	\$ 966,627.41

F.S.H. WATER COMMISSION
TUESDAY, FEBRUARY 22, 2022 MINUTES

1. CALL TO ORDER. The meeting of F.S.H. Water Commission was called to order by President Kenneth Vielweber in the Village of Freeburg at 7:31 PM with the following present: Ken Vielweber, Joel Boeving, Sr., Gary Wittenauer, John Tolan, Chad Rhutasel, Larry Rhutasel, and Bryan Vogel.
2. MINUTES. Gary Wittenauer motioned and Joel Boeving seconded to approve the January 25th minutes. Motion carried. (4-0).
3. FEBRUARY MEETING AND HEARING DATE. Next meeting and hearing date will be March 22nd, 7:30 PM.
4. GUESTS. None.
5. CORRESPONDENCE & REPORTS.
 - A. January S.L.M. minutes were available.
 - B. Joel reported S.L.M. voted to raise water rates 30 cents/1000 gallons effective May 1st. The last raise of 15 cents was 2013. With the new rate it is expected to keep their net income positive to 2027. Discussion followed concerning F.S.H. water rates. Motion by Joel Boeving and Gary Wittenauer seconded to increase rates charged by 30 cents/1000 gallons effective May 1st. Motion carried by roll call vote. (4-0)
 - C. S.L.M. hired a new attorney from Centralia.
6. TREASURER'S REPORT. Treasurer's report, claims and bills for February were presented. Motion to approve the bills and reports as presented was made by John Tolan, seconded by Joel Boeving. Motion carried by roll call vote. (4-0)
7. INVESTMENTS. Investments as of January 25th, 2022 are as follows:

Bank	Amount	Rate	Term	Maturity	Payments	Cert. #
Citizens Bank	\$250,000.00	2.15%	84 MO	09/10/24	Quarterly	11977641
Citizens Bank	\$150,000.00	2.20%	84 MO	10/17/23	Monthly	11977639
Citizens Bank	\$100,000.00	2.15%	84 MO	08/06/24	Monthly	11977640
Citizens Bank	\$ 000.00	0.00%	00 MO	00/00/2*	Quarterly	1197****
Citizens Bank	\$300,000.00	3.25%	120 MO	09/26/28	Quarterly	55737416
Citizens Bank	\$200,000.00	2.65%	60 MO	07/29/24	Quarterly	55737417
Money Market	\$950,604.29	0.35%	N/A		Monthly	11977602

8. ENGINEER'S REPORT.
 - A. No report available.
9. HYDRO SERVICES, INC.
 - A. Chad reported he turned on the pumps and monitored the water tower levels in response to Hecker's recent fire.
 - B. Freeburg had a major water main break in which the pumps could not keep up with the loss of approximately 650,000 gallons.
 - C.
 - D.
10. COMMISSIONER'S COMMENTS.
 - A. Vielweber: Ken will deliver rate notices to the villages and residential (via Hydro Services) .
 - B. Boeving: Nothing.
 - C. Tolan: Nothing.
 - D. Wittenauer: Hecker water usage is up.
11. ADJOURN. Gary Wittenauer motioned and Joel Boeving seconded to adjourn at 7:58 PM; motion carried (4-0). The meeting was adjourned until March 22nd, 7:30 PM.

Chairman - Ken Vielweber

Clerk - Bryan A. Vogel

VILLAGE OF FREEBURG

Project Request Form

Request Date:	<u>4/16/22</u>	Priority:	Low / Medium / High <u>(Urgent)</u>
Project Title:	<u>Excess Flow Clarifier Pump</u>	Project Sponsor:	<u>Public Works Director</u>
Project Address:	<u>West Plant</u>	Budget Year:	<u>22/23</u>

Funding Sources: (Circle One) Tax Increase Rate Increase Requires Referendum Grant Bond Issue MFT Study Needed Loan

Department: (Circle) Electric Water Sewer Streets Police/ESDA Other Admin Pool

Percentage:

Projected Construction Cost:		Proposed Start Date:	
Projected Design Engineering Cost:		Proposed Completion Date:	
Projected Construction Engineering Cost:		Need:	

Project Description: See Attached Proposal. 22 yr old pump - options 15 month rental - \$10,000 Purchase New pump that pumps 100 GPM less - can be used as a spare at the Lagoon Lift Station

Requested IT Services:

Extra Information:

Vendor Information:

EFC pump at West Plant is shot. 22 yrs old. With new plant approx 15 months away. Don't want to purchase a new one. Vanderwanter gave us 2 options. Rent a pump for 15 months or purchase a slightly less gallon per minute pump that can be used at the Lagoon later.

Requestor's Signature: [Signature]

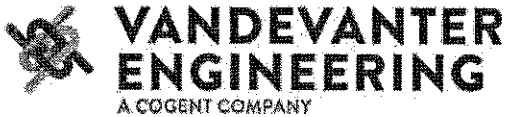
Project Review Committee Only Below this Line

Project Review Committee: _____

Decision: Approved Rejected Date _____

Supervisor's Signature _____ Da _____

Comments:



Proposal No. OP-549259
April 7, 2022

Mr. John Tolan
Public Works Director
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: WWTP - Excess Flow Lift Station - Flygt CP 3127 Repair / Replacement

Dear John;

Earlier this month, we diagnosed a **twenty-two (22) year old** pump from the WWTP Excess Flow Lift Station for repairs. Upon teardown and inspection, the following was found: The volute housing separated from the motor housing, grooving out the threads so the volute housing will need to be replaced. This twisted the power cable and allowed media to enter the stator housing and damaged the bearings and seals. It was also noted that the impeller should be replaced due to excessive wear. At this point the repair cost exceeds the cost of a new pump. Per your request, Vandevanter Engineering has proposed the following two options for the Excess Flow Lift Station.

OPTION ONE - RENTAL

Vandevanter Engineering will provide the following Flygt Pumping Equipment Rental for the WWTP Excess Flow Lift Station in Freeburg, Illinois:

Fifteen (15) Months of submersible rental equivalent to a Flygt 3127, 6" Pump, 460 Volt, Three Phase, 425 Impeller, and 50 Feet of Power Cable

Total Cost OPTION ONE - RENTAL\$12,000.00 (\$800.00/MONTH)

Please allow one (1) week for pump to be available for installation upon receipt of signed proposal or purchase order.

OPTION TWO - REPLACEMENT

Vandevanter Engineering will furnish the following Flygt Pumping Equipment for the WWTP Excess Flow Lift Station in Freeburg, Illinois. This is the same pump that was provided for the Lagoon Lift Station and can be used there after the need for the Excess Flow Lift Station:

One (1) Flygt NP 6020, 6" Concertor Pump, 460 Volt, Three Phase, 10HP, MT High Chrome Hardened Cast Iron Impeller, FLS and 50 Feet of Cable



Total Cost OPTION TWO - REPLACE\$17,350.00

Please allow one (1) week for pump to be available for installation upon receipt of signed proposal or purchase order.

All new Flygt pumps come with a five (5) year prorated warranty on repair parts and repair labor: 0 to 18 months - 100%, 19 to 39 months - 50%, 40 to 60 months - 25%

The total cost does not include installation, but is available upon request

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me on my Cell Phone at (314) 550-1226 or by email at dpagano@vandevanter.com. If the proposal meets with your approval, please sign, date and email, mail or fax a copy back to our office and we will order the new equipment and schedule delivery.

Thank you for the opportunity to furnish this **WWTP - Excess Flow Lift Station - Flygt CP 3127 Repair / Replacement Proposal** to the VILLAGE OF FREEBURG, ILLINOIS. If I can be of further assistance to you on this or future projects, please let me know.

Sincerely,
VANDEVANTER ENGINEERING CO.

Daniel L. Pagano

Daniel L. Pagano
Illinois Aftermarket Sales & Service Representative

ACCEPTED THIS DATE:

BY:

COMPANY:

TITLE:

OPTION ONE - RENTAL (1 WEEK - \$12,000.00): _____

OPTION TWO - REPLACE (1 WEEK - \$17,350.00): _____

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019