AGENDA

KANKAKEE RIVER METROPOLITAN AGENCY MEETING
Thursday, November 21, 2024
9:00 AM in KRMA Board Room
1600 Brookmont Blvd., Kankakee, IL 60901

I. Roll Call

II. Public Comment

III. Approval of Board Minutes
A. October 24, 2024 – Regular Board Meeting

IV. Reports
A. Operations & Maintenance Report
   1. Monthly Report (MOR)
B. Executive Director Report
   1. Water, Gas & Electric Use/Cost
   2. Hauled in Waste Summary
   3. Operations Report
C. Financial Report
   1. Reports
   2. Flows Graphs
D. Communications

V. Old Business
A. Update on Engineering for Phase 1, Phase 2, Phase 3
   1. Projections of Phase 1, Phase 2, and Phase 3 impacts on the rates for members municipalities

VI. New Business
A. Local 399 Health & Welfare Rate Increase for 2024-2025 contract year effective for December 1, 2024
B. Resolution Ratifying and Approving Purchase of New Wilo Pump
C. Review and Approval of Gas Pricing
D. Recommendation for Geotechnical work for Design of Plant

VII. Executive Session
A. Personnel & Probable or Imminent Litigation

VIII. Next Meeting
Thursday, December 19, 2024 (9:00 AM in KRMA Boardroom)

KANKAKEE RIVER METROPOLITAN AGENCY
MINUTES
October 24, 2024 – 9:00 A.M
1600 W Brookmont Blvd.

In attendance:

Board of Directors:

Mayor Christopher Curtis, City of Kankakee
Mayor Paul Schore, Village of Bourbonnais
Financial Director Robert Romo, Village of Bradley
Alderman Larry Osenga, City of Kankakee
Alderman Danita Swanson, City of Kankakee
Steven Hunter, Representative, City of Kankakee

Administration:

Dave Tyson, KRMA Executive Director
Carmen Huizenga, Smith, Koelling, Dykstra & Ohm, P.C

Attorney:

Neal Smith, Robbins Schwartz

KRMA Staff:

Bryan Kennedy, Assistant Superintendent
Richard Tyson, Operation Manager

Other:

Mayor Michael Watson, Village of Bradley
Dan Small, Engineer, Strand Associates
Tara Latz, Financial Director, Village of Bourbonnais
Zachary Newton, Superintendent of ESU, City of Kankakee
Mary Ellen Arrington, Resident of Bradley, IL
Kellen O'Malley via GoToMeeting.com

Chairman, Mayor Curtis called the meeting to order.

I. **Roll Call**
Roll Call was taken. All Board members were present except for Mayor Brian Stump.

II. **Public Comment**
None

III. **Approval of Board Minutes September 26, 2024 – Regular Board Meeting**
Motion to approve the September 26, 2024, Regular Board Meeting minutes was made by: Dir Hunter and seconded by Dir Osenga. Attorney Neal stated he was not at the August 22, 2024, board meeting his colleague was and, Assistant Superintendent, stated that Arthur Strother was present and not via GoToMeeting. All board members were present voted in favor of except for Secretary Stump being absent. Motion Carried.

IV. **Presentation of Audit Report for FYE May 1, 2023 – April 30, 2024, from Sikich**
Kellen O'Malley from Sikich presented the Audit Report. He gave a brief synopsis on the financial audit report and what is included: independent audit report, management discussion and analysis, basic financial statements, and supplement of data. Dir Hunter assured that there were no findings, stating that speaks highly to your staff and the information that was provided.

V. **Reports**

A. **Operations & Maintenance Report**

Monthly Report

Assist Superintendent Bryan Kennedy, introduces and welcomes our new Operation Manager, Richard Tyson to the board and our KRMA staff. He also gave an update on the sludge removal, stating Synargo begin hauling sludge as of September 27, 2024, at this point we have 3 million gallons reserved capacity. TSS (Total Suspended Solids) shows a slight drop for the month September 2024. We continue to work with Strand Associates to attempt to determine the sources of increase TSS and performing a Imhoff Cone, which is a settleability test within the primary clarifiers. Dir Romo asked has the hauled in waste facilities been addressed. Richard Tyson, Operation Manager stated the last analysis report he received the TSS was violating our oil and grease loadings, and the last three analysis report was in compliance. Dir Romo asked is the oil and grease bad for the plant. Richard Tyson stated it is hard on the treatment process, it is not easily broken down which can affect the microorganism from breaking down other process. Bryan Kennedy added, coming into winter, having pfas oils and greases we can get filamentous bacteria which causes problems with our settling. This is something else we are looking at with the cold months approaching.

B. **Executive Director Report**

1. Water, Gas & Electric Use/Cost

   Exec. Dir. Dave Tyson presented yearly utility usage. He references the energy usage stating it looks high, however, last months was low. He does not see any red flags.

2. Hauled In Waste Summary

   Exec. Dir. Tyson said hauled in waste is over what we budget. Liberty and Prairie View were down. Therefore, we are still in good shape per our budget. Dir Romo asked does Momence have their own sewage plant and do we ever utilize the Momence sewage plant? Exec Dir Tyson replied, Momence do have their own sewage plant, however, if they run into problems, they utilize KRMA and no, we have never sent anything to Momence.

3. Operations Report

   Exec Dir Dave Tyson informed the board, we had several employees that attended the Pretreatment Program so we can stay on top of our EPA requirements. Bryan Kennedy reiterated that Richard Tyson, Operation Manager, Shawn Malone, and Nicholas Tucker, O & M Specialist were the attendee for the Pretreatment program. We are conducting meetings with Strand Associates to clarify the equipment improvement and/or replacements for Phase 1. We have scheduled our kickoff meeting for November 7, 2024, for Phases 2 and 3. Also, we had no violations this month. Dir Romo asked will be able to add ammonia to our monthly hauled in waste report.

C. **Financial Report**

1. Reports

   Carmen Huizenga, who is sitting in for Karen from SKDO presented the financial statements. Carmen stated cash position is up, total assets is down, and liability is decreasing. Also, the total net position has increase over the prior year. Revenue is up due to hauled in waste, compared to budget, total expenditures are under budget for the month and year to date, due to invoice not yet submitted. Chairman Curtis asked the KRMA staff is our repairs and maintenance under budget because we have not made repairs. Exec Dir Tyson stated it is under budget because there are items that we need to buy, just have not purchased yet.

2. Flows Graphs

   None

D. **Communications**

None

VI. **Old Business**

A. **Update on Engineering for Phase 1, Phase 2, Phase 3**

Dan Small stated we are on track with Phase 1 equipment replacement and will start advertising in Spring 2025. Design has started on Phase 2 and 3, there will be engagement with all the staff and conducting meetings. The Preliminary Design Report for January with update on everything including cost. Exec Dir Tyson stated we will start advertising; however, we cannot start working on anything until May 2025. Dir Hunter asked about the Bradley property. Chairman Curtis stated we are moving forward with out Bradley property.

1. Projections of Phase 1, Phase 2, and Phase 3 impacts on the rates for the members municipalities

   None

VII. **New Business**

A. **Authorization to Purchase up to 2 vehicles to not exceed $25,000.00 each.**

Exec Dir Tyson stressed the important of needing to purchase 2 plow trucks. Motion for authorization to purchase two vehicles not to exceed $50,000.00 total was made by Dir Swanson and seconded by Dir Osenga. All board members were present voted in favor of except for Secretary Stump being absent. Motion Carried.

B. **Office Coordinator Discussion and Approval**

Discussion in Executive Session

C. **Review and Consideration of 2025 Agenda and Board Meeting Dates**

Motion to approve the 2025 Agenda and Board Meeting Dates was make by Dir Hunter and seconded by Dir Romo. All board members were present voted in favor of except for Secretary Stump being absent. Motion Carried.

D. **Approval for Audit Report for FYE May 1, 2023 – April 30, 2024**

Motion to approval Audit Report for FYE May 1, 2023 – April 30, 2024, was made by Dir Romo and seconded by Dir Swanson. All board members were present voted in favor of except for Secretary Stump being absent. Motion Carried.

VIII. **Executive Session**

Personnel & Probable or Imminent Litigation

Motion to go into Executive Session to discuss Personnel issue under ILCS 120/2(c)(1) and ILCS 120/2(c)(11) was made by Dir Osenga and seconded by Vice Chairman Schore. Motion carried.

Roll call was taken and all board members were present, except for Secretary Brian Stump, Motion Carried.

The Board went into Executive Session.

Motion to exit the Executive Session was made by Dir. Osenga and seconded by Vice Chairman Schore. Motion carried.

Roll call was taken and all board members were present, except for Secretary Stump being absent. Motion Carried.

Return to Open Session.

Roll call was taken and all board members were present, except for Secretary Stump being absent. Motion Carried.

With the Board back in open session there was no actions taken.

IX. **Next Meeting**

Next Regular Board Meeting- **Thursday, November 21, 2024 (9:00 A.M. at KRMA Board Room)**

Motion to Adjourn was made by: Vice Chairman Schore and seconded by Dir Romo. Motion Carried.

KRMA

Kankakee River Metropolitan Agency

Providing Wastewater Treatment to the Kankakee River Valley

Monthly Operations Report

October 2024

KRMA's SEPTEMBER HIGHLIGHTS:

PFAS, per-polyfluoroalkyl substances continue to be at the forefront of conversation regarding water and bio-solids. Through public system and private wells, 20% of American are exposed to PFAS in their drinking water. A team of researcher used a predictive model expects the issue is likely linked to untreated ground water supplies.

The KRMA staff as part of the safety meeting completed the annual sexual harassment course and received certification certificate, KRMA and local 399 of the I.U.O.E. has come to an agreement to change language of the collective bargaining agreement for December 2022 through November 2026 as policy change under **Section 25 – Management Rights.**

The KRMA team members continue to address Operation and Maintenance (O&M) issues to ensure quality effluent to the Kankakee River, as well as identifying equipment and structures that need repair or replacement. This equipment and structures will be addressed in phase (1) of plant upgrades.

The month of October, the Agency had one (1) violation of the NPDES (National Pollutant Discharge Elimination System) permits. This violation was of the fecal coliform most likely caused by contaminated sample bag. This happened on the final day of the chlorination season, the new season begin May 1, 2025

1.0 WASTEWATER TREATMENT FACILITY OPERATION

Attachment A Details the monthly operational information for the facility.

2.0 INFLUENT FLOW

Table 2.1 Summarizes total flow and average daily flow to the facility from each municipality.

Attachment B Details daily flow rates.

Table 2.1
Plant Flows

Municipality	Plant Influent	Kankakee	Bourbonnais	Bradley	Aroma Park
Total Flow (MGD)	273.50	178.16	59.69	34.81	0.83
Daily Average Flow (MGD)	8.82	5.75	1.93	1.12	0.03

3.0 EFFLUENT QUALITY

Table 3.1 Summarizes the effluent quality data.

Table 3.1

Effluent Quality

	IEPA Limits	Effluent Average
Biochemical Oxygen Demand (BOD) – Monthly Average	**20 mg/l**	**5 mg/l**
Total Suspended Solids (TSS) - Monthly Average	**25 mg/l**	**15 mg/l**
PH	**6-9 SU**	**7.11 SU**
Chlorine Residual	**0.020 mg/l**	**0.016mg/l**
Fecal Coliform	**400/100 ml**	**70/100ml**

ODOR ISSUES:

- There was no odor complaint registered at the KRMA facility in October.
- There were no odor complaints registered at the East Gate site in October.

4.0 PERSONNEL

The Agency would like to say HAPPY BIRTHDAY to all the employees born in October.

Employees continue to follow the COVID-19 Warning Signs and Safety Tips. One of the best ways to help keep workers healthy is to stay home except for necessary outings, and when going out for the necessities, steps should be taken to minimize the risk of spreading illness.

5.0 MAINTENANCE AND REPAIR

Number of Work Orders Closed for the Month:	867
Hours of Scheduled Work Orders Performed:	534.35

6.0 SLUDGE HANDLING

Start Date: 10/01/2024
End Date: 10/31/2024

Gallons of sludge produced and sent to thickening:	2,057,594.00
Gallons of sludge put into storage after thickening:	732,201.00
Sludge removed from the plant for land application:	2,525,001.00
Sludge remaining in storage:	2,770,800.00

7.0 WATER USAGE

OCTOBER 2024 (33 DAYS): 42,577 CU FT= 318,500 GALS. = $2,931.24

NUMBER OF DAYS IN THE BILLING CYCLE: 33

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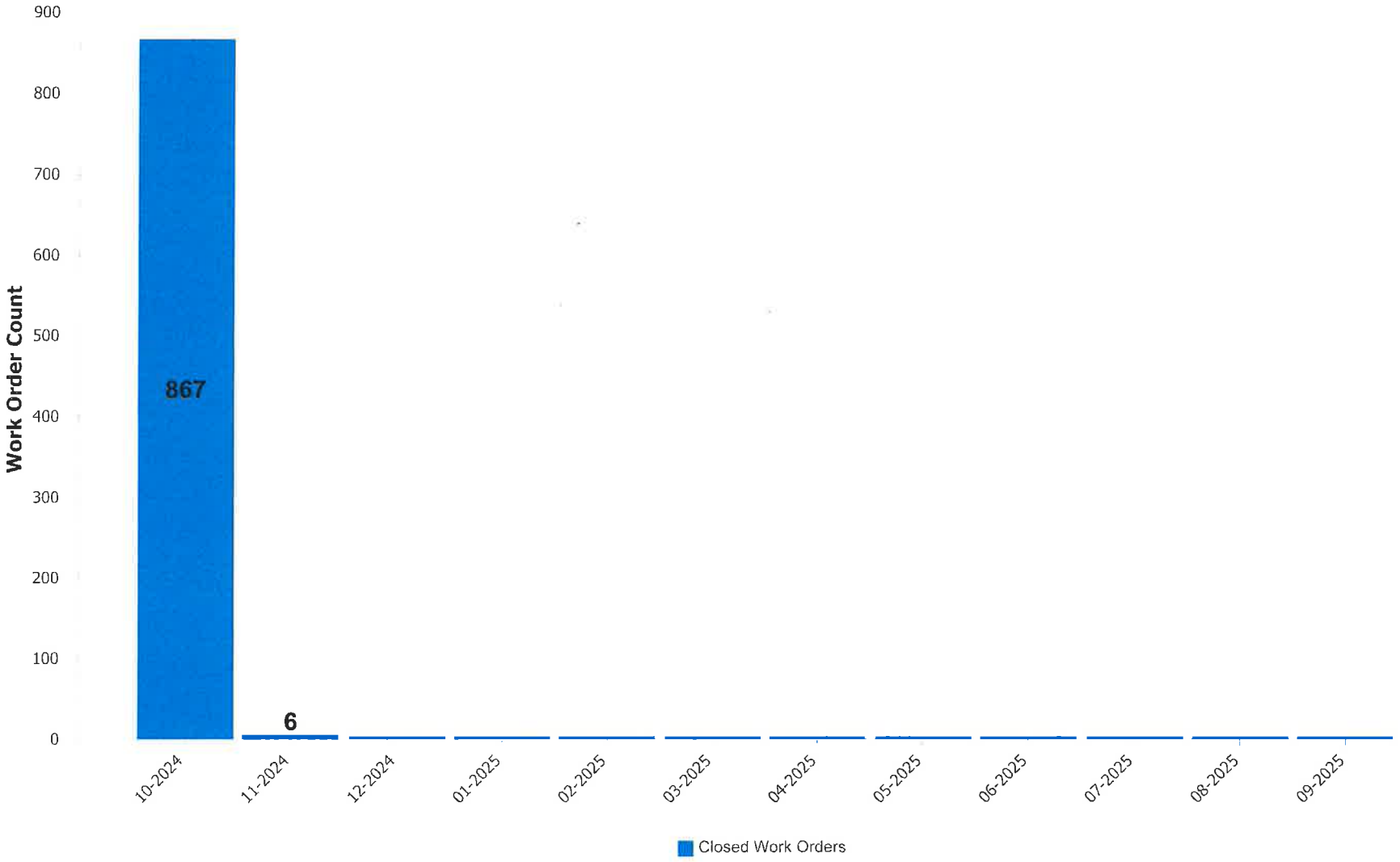
KRMA
Kankakee River Metropolitan Agency

1600 West Brookmont Blvd.
Kankakee, IL 60901
Phone: 815-933-0444
Fax: 815-933-0104

Work Orders Closed By Month

From October, 2024 to September, 2025



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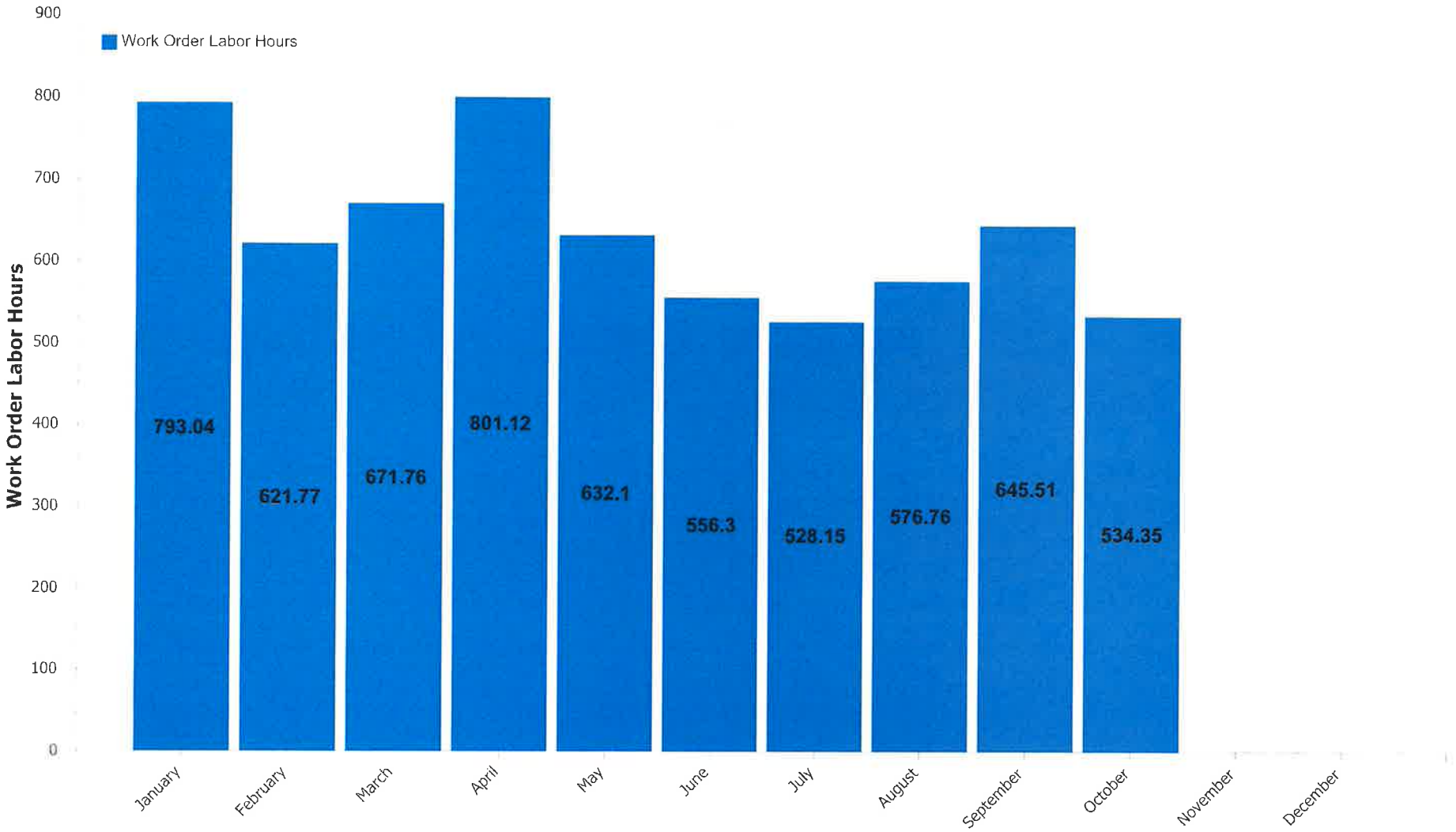
KRMA
Kankakee River Metropolitan Agency

Work Order Labor Hours by Month

2024

1600 West Brookmont Blvd.
Kankakee, IL 60901
Phone: 815-933-0444
Fax: 815-933-0104



KANKAKEE RIVER METRO AGENCY
Wastewater Report, October 2024

For updates on your plant in-between these monthly reports, please visit our wastewater dashboard https://iwss.uillinois.edu

LOCATION: KANKAKEE RIVER METRO AGENCY (Kankakee County)

Catchment Information	
Population Served	56,317
NPDES	IL0021784
zipcode	60901
IL Covid Region	7

SARS-CoV-2 LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of the SARS-CoV-2 virus in a sample. The nucleocapsid protein (N) gene of the virus is targeted in the assay, and results are reported in gene copies per liter of starting wastewater.

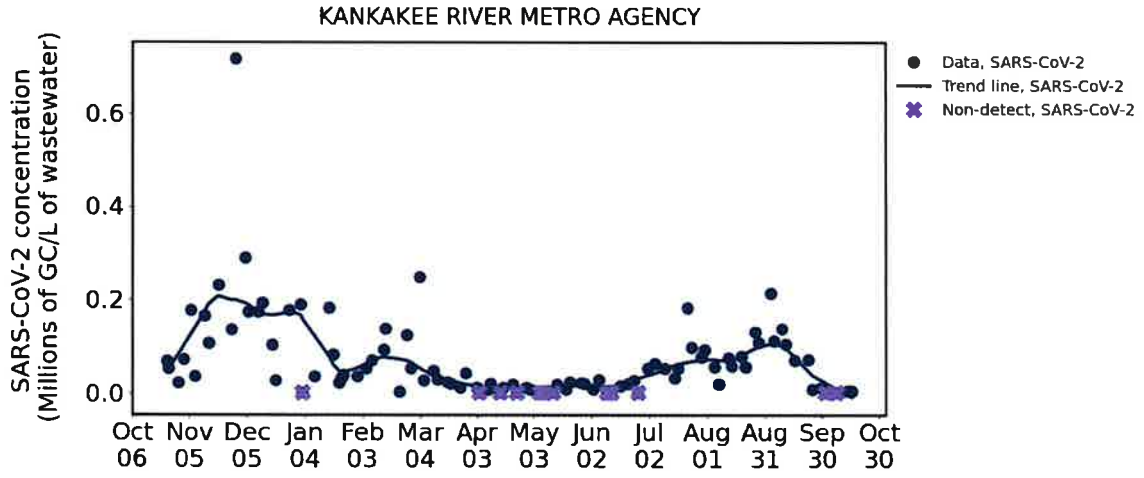


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in millions of gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)
2024-10-16	4,275
2024-10-14	4,275
2024-10-08	Non-detect
2024-10-02	Non-detect
2024-09-30	12,075

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2024-09-25	8,550
2024-09-23	72,150
2024-09-16	70,875

SARS-CoV-2 LINEAGES IN WASTEWATER

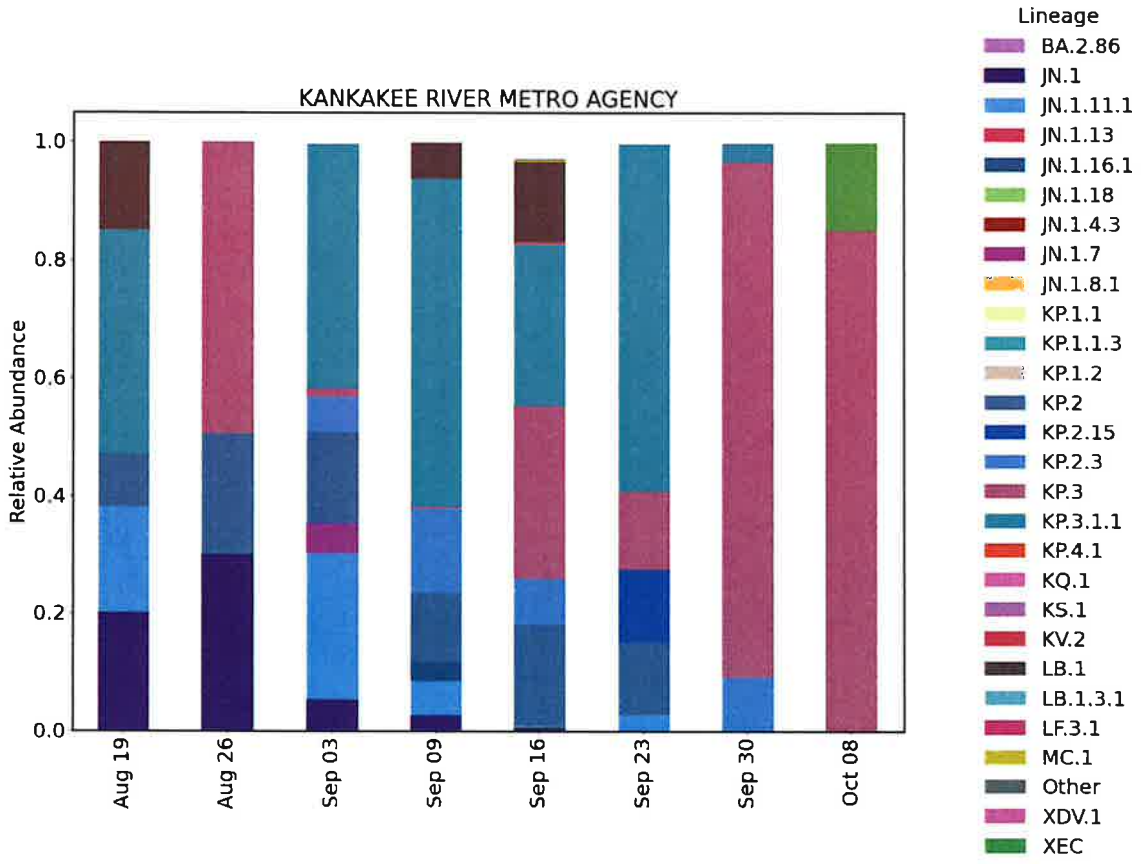

Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.

INFLUENZA A/B LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of influenza A and influenza B viruses in a sample. Results are reported in gene copies per liter of starting wastewater.

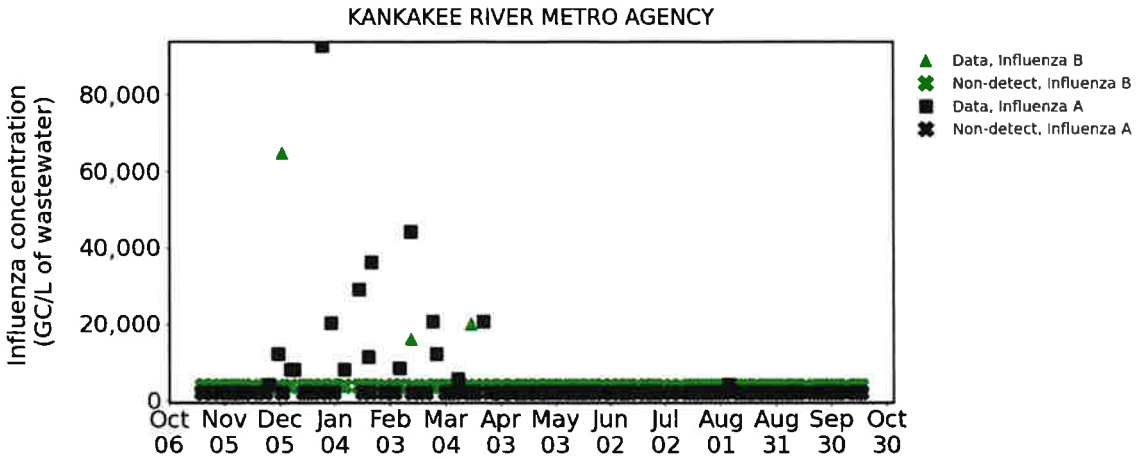

Figure 3. Time series plot of Influenza A/B viral concentrations in gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

INFLUENZA A/B SAMPLING RESULTS - LAST 8 SAMPLES

Date	Influenza A (GC/L)	Influenza B (GC/L)
2024-10-16	Non-detect	Non-detect
2024-10-14	Non-detect	Non-detect
2024-10-08	Non-detect	Non-detect
2024-10-02	Non-detect	Non-detect
2024-09-30	Non-detect	Non-detect
2024-09-25	Non-detect	Non-detect
2024-09-23	Non-detect	Non-detect
2024-09-16	Non-detect	Non-detect

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RSV LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of Respiratory Syncytial Virus (RSV) in a sample. Results are reported in gene copies per liter of starting wastewater.

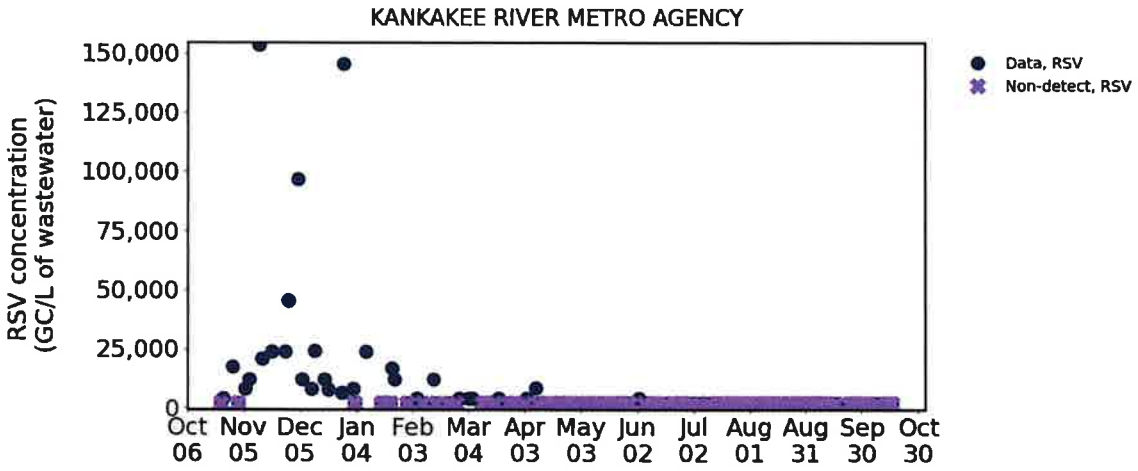

Figure 4. Time series plot of RSV viral concentrations in gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

RSV SAMPLING RESULTS - LAST 8 SAMPLES

Date	RSV (GC/L)
2024-10-16	Non-detect
2024-10-14	Non-detect
2024-10-08	Non-detect
2024-10-02	Non-detect
2024-09-30	Non-detect
2024-09-25	Non-detect
2024-09-23	Non-detect
2024-09-16	Non-detect

Guide to Interpreting Data on SARS-CoV-2, Influenza, & Respiratory Syncytial Virus (RSV) Gene Copies in Wastewater Samples

What do the results mean?

There are several factors to consider when interpreting viral data in wastewater. The rate, magnitude, and duration of shedding may vary from one person to another and from virus to virus, thus how or even whether it is possible to translate viral levels in wastewater into precise community health metrics is an open scientific question. It is only appropriate to monitor and observe the trends of viral gene copies detected in a community over time. The data presented in tables, graphs, and trend assessments show the concentration of RNA copies in the wastewater area from the community where the wastewater was collected. A significant increase in viral gene copies over time is an indicator that cases may be increasing in the community. Wastewater data should not be interpreted in isolation but rather considered alongside other public health metrics.

What does the number that is reported on a sample day mean?

It is a measure of how many gene copies are present in a sample, typically reported as gene copies per liter of wastewater (GC/L). Samples are typically obtained from municipal wastewater treatment plants and reflect inputs of viral material shed by the community served by the treatment plant. This number does not indicate gene copies per person or population.

How are the gene copies measured in the wastewater?

Wastewater samples are first processed to concentrate and isolate genetic material (RNA) that is present in the sample. RNA sequences specific to SARS-CoV-2, influenza A & B, and RSV are then detected and quantified using a molecular biology tool called digital polymerase chain reaction (dPCR). During dPCR, a targeted segment of the RNA is converted to DNA and then amplified (copied many times) so it can be detected by laboratory instruments. Specific methods for sample processing and PCR-based quantification differ among wastewater monitoring projects and analytical laboratories.

What does it mean if a data point for a sample is 0 or a non-detect?

A non-detect means that the amount of SARS-CoV-2, influenza, or RSV RNA in the wastewater sample is below the level that can be reliably detected by the quantification methods used in a given laboratory. A determination of non-detect does not necessarily mean that no viral RNA is present in the sample or in the system – rather that the levels are low enough that they cannot be reliably determined. In some cases, other components of wastewater may interfere with individual measurements, leading to an incorrect non-detection similar to false negatives that can occur from at-home and clinical testing. A non-detect does not necessarily mean that there are no infected individuals within the associated community.

What is the viral gene copy trend line?

The trend line is calculated using Locally Weighted Scatterplot Smoothing (LOWESS), a local regression analysis. It allows us to see the change in trend over time by fitting a curve to the data. This method is useful because it reduces the influence of outliers, and wastewater data can be highly variable. LOWESS is a more complex extension of the moving average.

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Does the number of gene copies in a sample tell us how many people are sick?

There are not presently agreed-upon methods for translating concentration of SARS-CoV-2, influenza, or RSV genetic material in wastewater into a measure of how many people, or even what percentage of a community, have COVID-19, flu, or RSV, respectively. Variability between different wastewater sources, treatment facilities, and communities makes it difficult to translate the SARS-CoV-2, influenza, or RSV concentrations into a measure of how many people are infected in the community. However, an upward or downward trend in viral gene copies per liter of wasterwater generally suggests a similar trend in the number of people infected within a given community.

Can I compare the number of gene copies in a sample from site to site?

Because each community has a different mix of wastewater inputs, different populations, and different wastewater systems, it is not appropriate to compare viral gene copy numbers among communities. Instead, trends in SARS-CoV-2, influenza, or RSV concenentrations from a specific community over time can be used to help understand whether cases or hospitalizations are likely to increase or decrease in the community. Sample collection methods and mechanisms, collection times, and sample variability are other factors that discourage cross-site comparison.

Can I compare the gene copies of different pathogens to one another?

Because each pathogen is distinct, it is not appropriate to compare their viral gene copy numbers, even at the same site. Instead, trends in SARS-CoV-2, influenza, or RSV concentrations (increasing/decreasing) can be used to understand if cases or hospitalizations for each pathogen are likely to increase or decrease in the community.

Guide to Interpreting Data on SARS-CoV-2 Lineages in Wastewater Samples

What are lineages and how are they determined?

Wastewater is sequenced to determine the variants of SARS-CoV-2 virus present in a sample, a proxy for circulating variants in the community. Our sequencing strategy utilizes the entire genome of SARS-CoV-2 to identify mutations that are diagnostic of variants of the virus. Full genome coverage gives us better resolution for distinguishing variants, especially those very similar to each other. Variant names and lineage relationships are determined by the World Health Organization (WHO).

Variant: A genome that contains a particular set of mutations.

Mutation: A change in the genetic information introduced during viral replication.

Lineage: A collection of variants all related to each other based on analysis of the virus genomic sequence.

What is the sequencing plot showing me?

This plot is displaying the relative abundance, or proportion, of lineages found in a wastewater sample collected on a particular date. This plot was generated after comparing sample sequences to a SARS-CoV-2 reference genome and identifying characteristic mutations that are

associated with different variants. We then calculate the percentage of each variant present in the sample. This plot summarize the variant detections; lineages are displayed, as there are often many variants detected that are in the same lineage.

What do the results mean?

The SARS-CoV-2 variants identified in a particular plant's wastewater can provide insight into the variants circulating in the population that the plant serves. This information can be useful, as there tend to be fewer clinical sequences, and those might only reflect a small proportion of the community feeling sick enough to pursue testing. The wastewater samples passively capture the virus shed in wastewater from the community where the wastewater was collected, not just those who are symptomatic. Wastewater data is not interpreted in isolation but rather considered alongside other public health metrics.

Does the number or type of lineages tell us how many people are sick?

We cannot tell how many people are sick from the lineages observed in the wastewater. We can only see relative proportions of the variants that are present in the community served by the wastewater treatment plant. We do pay attention to specific mutations that have been identified as having clinical implications (e.g., for effectiveness of medications or disease severity).

Can I compare the lineages in a sample from site to site?

Yes. We often detect variants in a particular plant first, and then see the relative abundance change over time, with certain lineages becoming more prevalent across the state from plant to plant. We compare these detections to sequence data from across the United States and the world.

Why are the dates of the sequencing data not as current as the gene copies data?

Sequencing results are available about two weeks after sample collection. This is because the quantification of SARS-CoV-2 levels by dPCR happens first, and then genetic material (RNA) is sent for sequencing. Additionally, samples then take multiple days to run on the sequencer and computational processing of sequences takes additional time before results are available.

Why do the lineages in the legend change periodically?

The lineages shown in the sequencing plot of this report are in alignment with the CDC's national genomic surveillance system. As the SARS-CoV-2 virus mutates, new variants emerge. This means there are regularly new variants that contribute to the spread of COVID-19. Some variants will disappear while others will continue to spread and even replace others as the dominant variant. These monthly reports reflect those changes as we continue to monitor for emerging variants of concern.

ATTACHMENT

A

DMR Monthly Report

10/1/2024 to 10/31/2024

Var #	452	159	119	236	454	351	113	237	386
Date	EFF FLOW MGD	001 Eff pH STD UNIT	FINAL EFF TSS mg/L	Weekly ave Eff TSS MG/L	EFF TSS LBS/D	WeeklyAveEffTSS LBS/Day	EFF-C-BOD mg/l	Weekly Ave EffCBOD MG/L	EFF C-BOD lbs\day
10/1/2024	9.466	7.04	16		1,263		6		474
10/2/2024	9.317	7.11	16		1,243		6		466
10/3/2024	9.049	7.18	20		1,509		5		377
10/4/2024	9.242	7.16	24		1,850				
10/5/2024	9.229		24	18	1,847	1,413	6	5	462
10/6/2024	8.871		19		1,406		5		370
10/7/2024	8.769	7.33	13		951		5		366
10/8/2024	8.721	6.93	18		1,309		5		364
10/9/2024	8.955	7.14	15		1,120		5		373
10/10/2024	8.769	6.92	13		951		5		366
10/11/2024	8.616	7.10	13		934				
10/12/2024	8.636		11	15	792	1,066	5	5	360
10/13/2024	8.493		14		992		5		354
10/14/2024	8.462		13		917		6		423
10/15/2024	8.675	7.18	15		1,085		6		434
10/16/2024	8.910	7.01	13		966		6		446
10/17/2024	8.636	7.18	12		864		5		360
10/18/2024	8.683	7.22	11		797				
10/19/2024	8.576		9	12	644	895	4	5	286
10/20/2024	8.579		10		715		4		286
10/21/2024	8.523	7.23	8		569		5		355
10/22/2024	8.699	7.16	12		871		6		435
10/23/2024	9.034	7.09	12		904		5		377
10/24/2024	8.753	7.13	15		1,095		5		365
10/25/2024	8.880	7.05	12		889				
10/26/2024	9.212		15	12	1,152	885	4	5	307
10/27/2024	8.778		14		1,025		3		220
10/28/2024	8.530	7.23	16		1,138		5		356
10/29/2024	8.643	7.00	18		1,297		6		432
10/30/2024	8.610	6.89	18		1,293		5		359
10/31/2024	9.183	7.11	17		1,302		6		460

Minimum	8.462	***6.89***	8	12	569	885	3	5	220
Maximum	9.466	***7.33***	24	**18**	1,850	***1,413***	6	***5***	474
Average	8.823	7.11	***15***	14	***1,087***	1,065	***5***	5	***379***
Sum	273.499	156.39	456	57	33,691	4,259	139	20	10,234

Limit		***Range 6-9***	***25***	***45***	***9383***	***16889***	***20***	***40***	***7506***

DMR Monthly Report

10/1/2024 to 10/31/2024

Var #	352	187	191	401	101	450	115	451	455
Date	WeeklyAveEffCBOD LBS/Day	001 EFF CL2 mg/L	FECAL COLI 001 #/100ml	TOTAL INF FLOW MGD	INFLUENT BOD mg/L	INF BOD LOAD LBS/D	INFLUENT TSS mg/L	INF TSS LBS/D	BOD REMOVAL %
10/1/2024		0.013	10	9.47	355	28,026	591	46,657	98
10/2/2024		0.022	22	9.32	290	22,534	310	24,088	98
10/3/2024		0.036	57	9.05	339	25,584	421	31,772	99
10/4/2024		0.025	32	9.24			454	34,994	
10/5/2024	403			9.23	159	12,238	1,264	97,290	96
10/6/2024				8.87	110	8,138	237	17,534	95
10/7/2024		0.006	16	8.77	249	18,210	446	32,618	98
10/8/2024		0.019	75	8.72	278	20,220	396	28,802	98
10/9/2024		0.006	62	8.96	394	29,426	440	32,861	99
10/10/2024		0.006	24	8.77	303	22,159	722	52,802	98
10/11/2024		0.031	41	8.62			484	34,779	
10/12/2024	366			8.64	290	20,887	388	27,945	98
10/13/2024				8.49	239	16,929	302	21,391	98
10/14/2024				8.46	170	11,997	288	20,325	96
10/15/2024		0.014	13	8.68	282	20,403	726	52,526	98
10/16/2024		0.016	7	8.91	263	19,543	408	30,318	98
10/17/2024		0.012	7	8.64	223	16,061	674	48,544	98
10/18/2024		0.013	5	8.68			335	24,259	
10/19/2024	384			8.58	236	16,880	226	16,164	98
10/20/2024				8.58	206	14,739	235	16,814	98
10/21/2024		0.010	6	8.52	282	20,045	856	60,846	98
10/22/2024		0.034	18	8.70	251	18,210	206	14,945	98
10/23/2024		0.034	4	9.03	273	20,569	327	24,637	98
10/24/2024		0.029	21	8.75	236	17,228	316	23,068	98
10/25/2024		0.047	31	8.88			1,236	91,537	
10/26/2024	354			9.21	151	11,601	1,066	81,899	97
10/27/2024				8.78	101	7,394	282	20,645	97
10/28/2024		0.021	4	8.53	269	19,137	798	56,770	98
10/29/2024		0.018	10	8.64	339	24,436	584	42,096	98
10/30/2024		0.020	3	8.61	334	23,984	2,280	163,721	99
10/31/2024		0.006	1,064	9.18	276	21,138	2,060	157,768	98

Minimum	354	0.006	3	8.46	101	7,394	206	14,945	95
Maximum	***403***	***0.047***	***1,064***	9.47	394	29,426	2,280	163,721	99
Average	377	0.020	70	8.82	255	18,804	624	46,142	98
Sum	1,508	0.438	1,532	273.50	6,898	507,716	19,358	1,430,418	2,641

Limit	***15012***	***0.05***	***400***						

DMR Monthly Report

10/1/2024 to 10/31/2024

Var #	456	1040	1041	1042	1043	255	297	953	1023
Date	TSS REMOVAL %	North Effluent DO - SCADA mg/l	South Effluent DO - SCADA mg/l	Daily Average Effluent DO mg/l	Effluent DO weekly average mg/l	FINAL EFF NH3N mg/L	Eff Nitrogen # #/day	Eff_Total Phosphorus- TP(TNT) mg/l	Effluent Total Nitrogen mg/l
10/1/2024	97	6.92	6.97	6.95		0.05	3.95	0.65	16.32
10/2/2024	95	6.96	6.99	6.98		0.05	3.89	0.99	
10/3/2024	95	6.86	6.93	6.90		0.05	3.77	0.77	
10/4/2024	95	6.89	7.01	6.95					
10/5/2024	98	6.82	6.98	6.90	6.95				
10/6/2024	92	6.94	7.10	7.02		0.07	5.36	0.48	
10/7/2024	97	6.88	7.06	6.97		0.05	3.66	0.42	
10/8/2024	95	6.89	7.03	6.96		0.05	3.64	0.35	10.56
10/9/2024	97	6.85	7.05	6.95		0.05	3.73	0.29	
10/10/2024	98	6.92	7.08	7.00		0.05	3.66	0.32	
10/11/2024	97	7.19	7.49	7.34					
10/12/2024	97	6.69	7.13	6.91	7.02				
10/13/2024	95	6.83	7.23	7.03					
10/14/2024	95	7.01	7.29	7.15		0.17	12.07	0.44	
10/15/2024	98	7.16	7.47	7.32		0.05	3.62	0.46	
10/16/2024	97	7.04	7.33	7.19		0.16	11.59	0.49	
10/17/2024	98	7.00	7.26	7.13		0.14	10.08	0.43	8.60
10/18/2024	97	7.19	7.40	7.30					
10/19/2024	96	7.29	7.50	7.40	7.21				
10/20/2024	96	7.18	7.42	7.30		0.05	3.58	0.74	
10/21/2024	99	7.13	7.40	7.27		0.05	3.55	0.35	
10/22/2024	94	7.03	7.27	7.15		0.49	35.62	0.41	
10/23/2024	96	7.07	7.33	7.20		0.47	35.11	0.38	
10/24/2024	95	5.77	6.08	5.93		0.05	3.65	0.35	10.08
10/25/2024	99	7.64	7.91	7.78					
10/26/2024	99	7.62	7.88	7.75	7.20				
10/27/2024	95	7.62	7.90	7.76		0.77	56.00	0.25	
10/28/2024	98	7.14	7.53	7.34		0.07	4.79	0.27	14.84
10/29/2024	97	7.19	7.47	7.33		1.02	73.52	0.30	
10/30/2024	99	6.94	7.24	7.09		0.89	63.84	0.25	
10/31/2024	99	7.17	7.47	7.32		0.05	3.83	0.59	

Minimum	92	5.77	6.08	***5.93***	***6.95***	0.05	3.55	0.25	8.60
Maximum	99	7.64	7.91	7.78	7.21	***1.02***	***73.52***	0.99	16.32
Average		7.03	7.26	***7.15***	7.10	0.22	16.02	0.45	12.08
Sum	2,997	217.83	225.20	221.52	28.38	4.84	352.51	9.98	60.40

Limit				***min >5.0***	***>6.25***	***8.3***	***3115***		

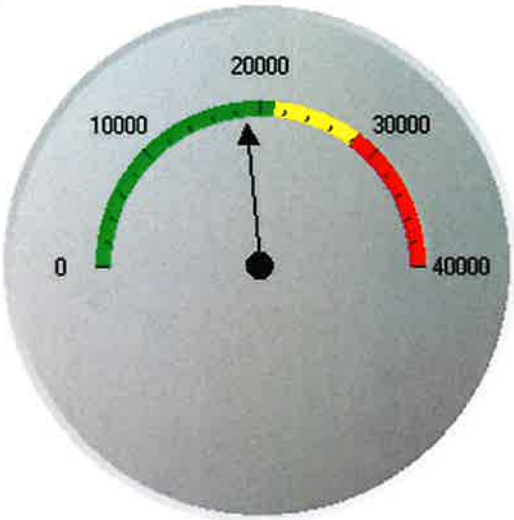
DMR Monthly Report

10/1/2024 to 10/31/2024

Var #	1044	1048	1045	102	116	1046	1047
Date	Fecal Coliform at EQ Basin col/100ml	EQ Basin Residual Chlorine mg/l	EQ Basin pH	EQ Basin_ BOD mg/L	EQ Basin _TSS mg/L	EQ Basin Ammonia Nitrogen mg/l	EQ Basin Total Phosphorus mg/l
10/1/2024							
10/2/2024							
10/3/2024							
10/4/2024							
10/5/2024							
10/6/2024							
10/7/2024							
10/8/2024							
10/9/2024							
10/10/2024							
10/11/2024							
10/12/2024							
10/13/2024							
10/14/2024							
10/15/2024							
10/16/2024							
10/17/2024							
10/18/2024							
10/19/2024							
10/20/2024							
10/21/2024							
10/22/2024							
10/23/2024							
10/24/2024							
10/25/2024							
10/26/2024							
10/27/2024							
10/28/2024							
10/29/2024							
10/30/2024							
10/31/2024							
Minimum							
Maximum							
Average							
Sum							
	400	***0.75***	***Range 6-9***				

Influent BOD loading Lbs - Monthly AVG **18,804 Lbs./Day**

10/01/2024 - 10/31/2024



0 to 21150 - Target Loading
21150 to 28200 - Above 75% Threshold
Above 28200

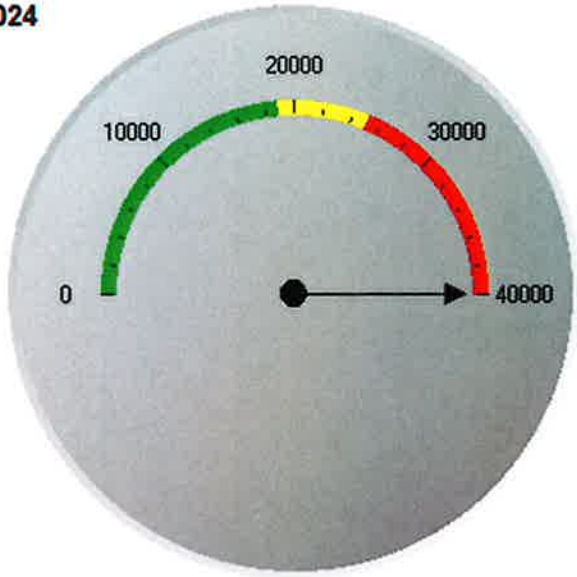
Influent NH3 loading Lbs - Monthly AVG **2,053 Lbs./Day**

10/01/2024 - 10/31/2024

0 to 1500 - Target Loading
1500 to 2000 - Above 75% Threshold
Above 2000

Influent TSS loading Lbs - Monthly AVG ***46,143*** **Lbs./Day**

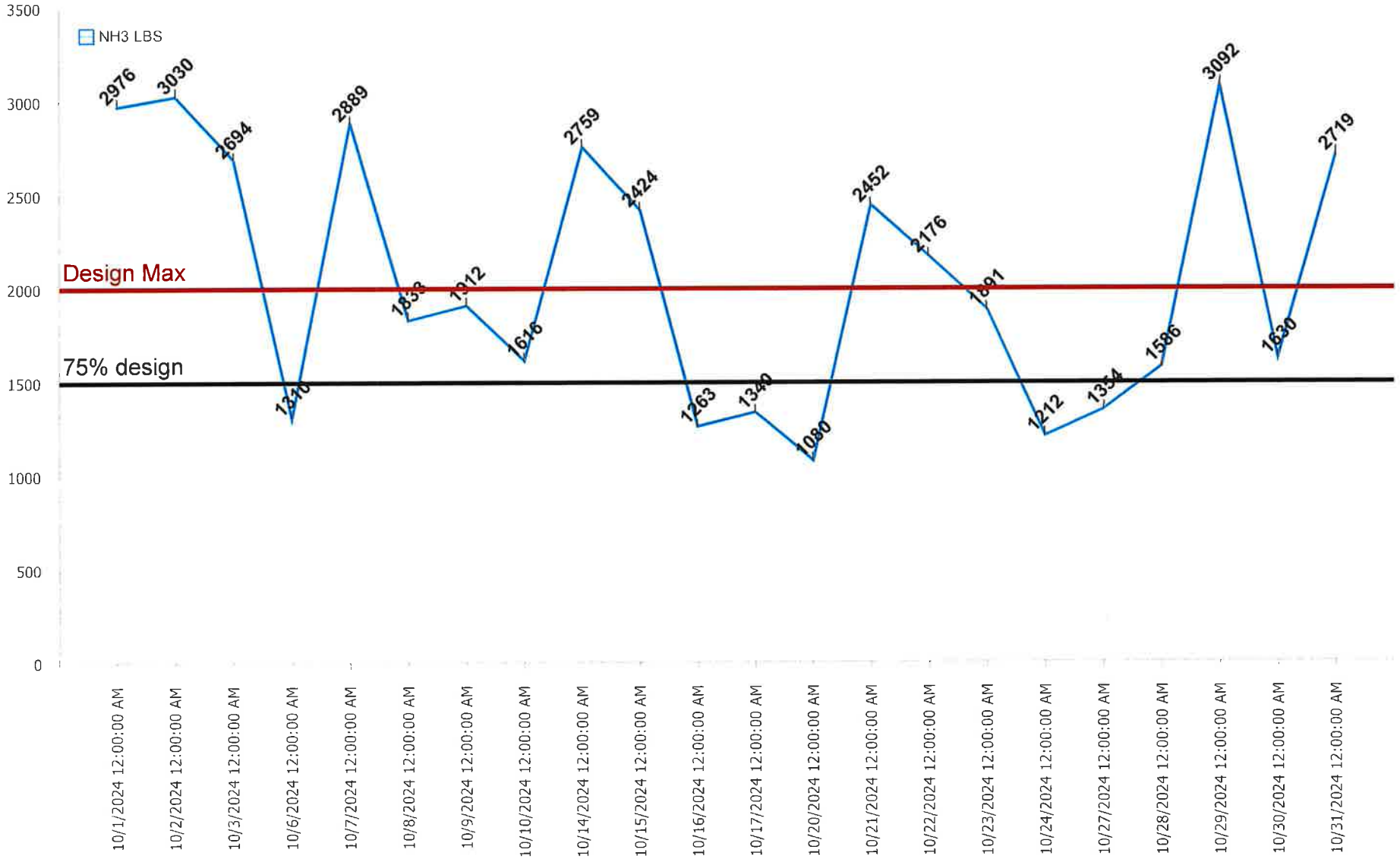
10/01/2024 - 10/31/2024



0 to 18900 - Target Loading
18900 to 25200 - Above 75% Threshold
Above 25200

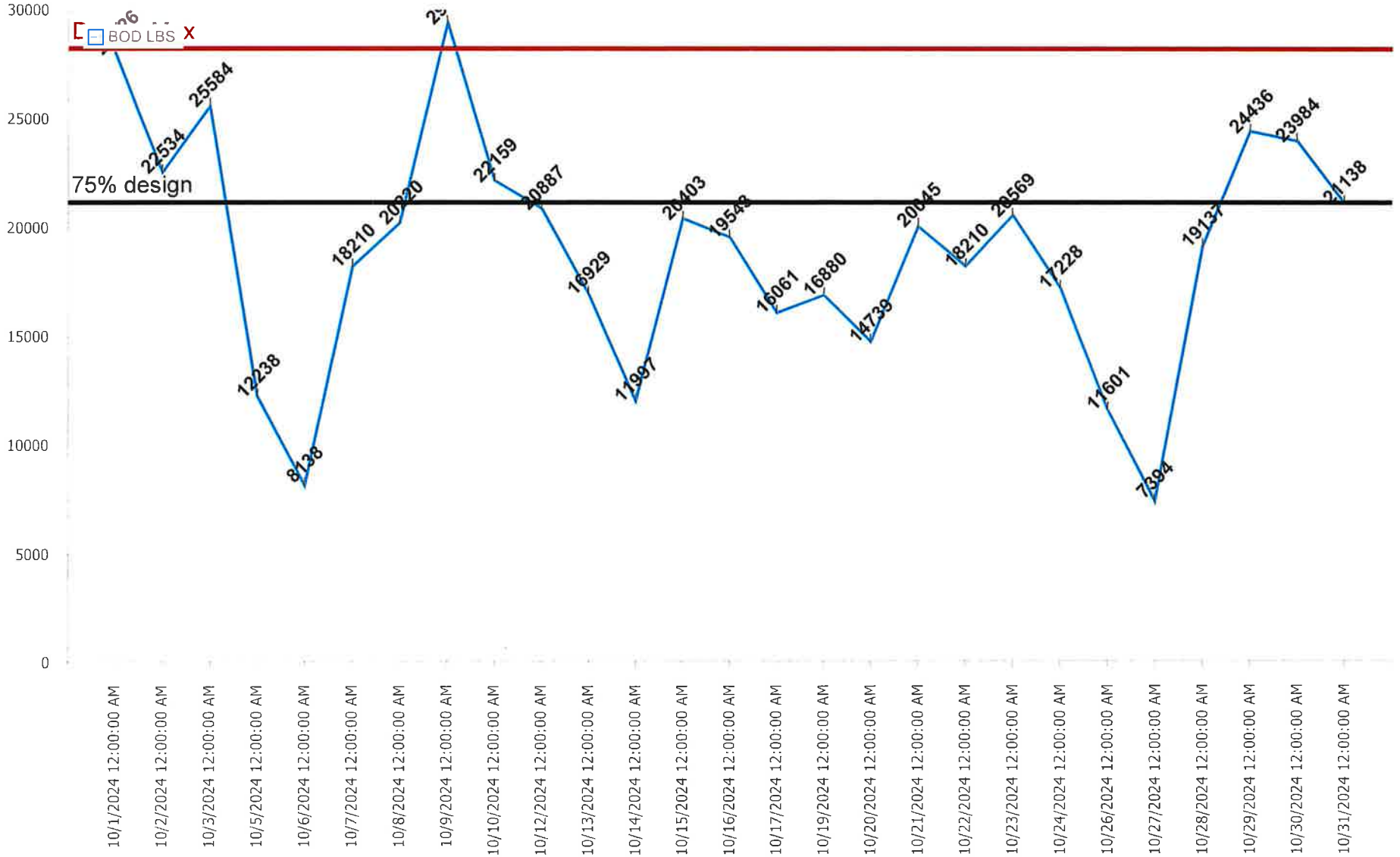
KRMA influent NH3 pounds

Average Lbs. NH3: 2,056.27

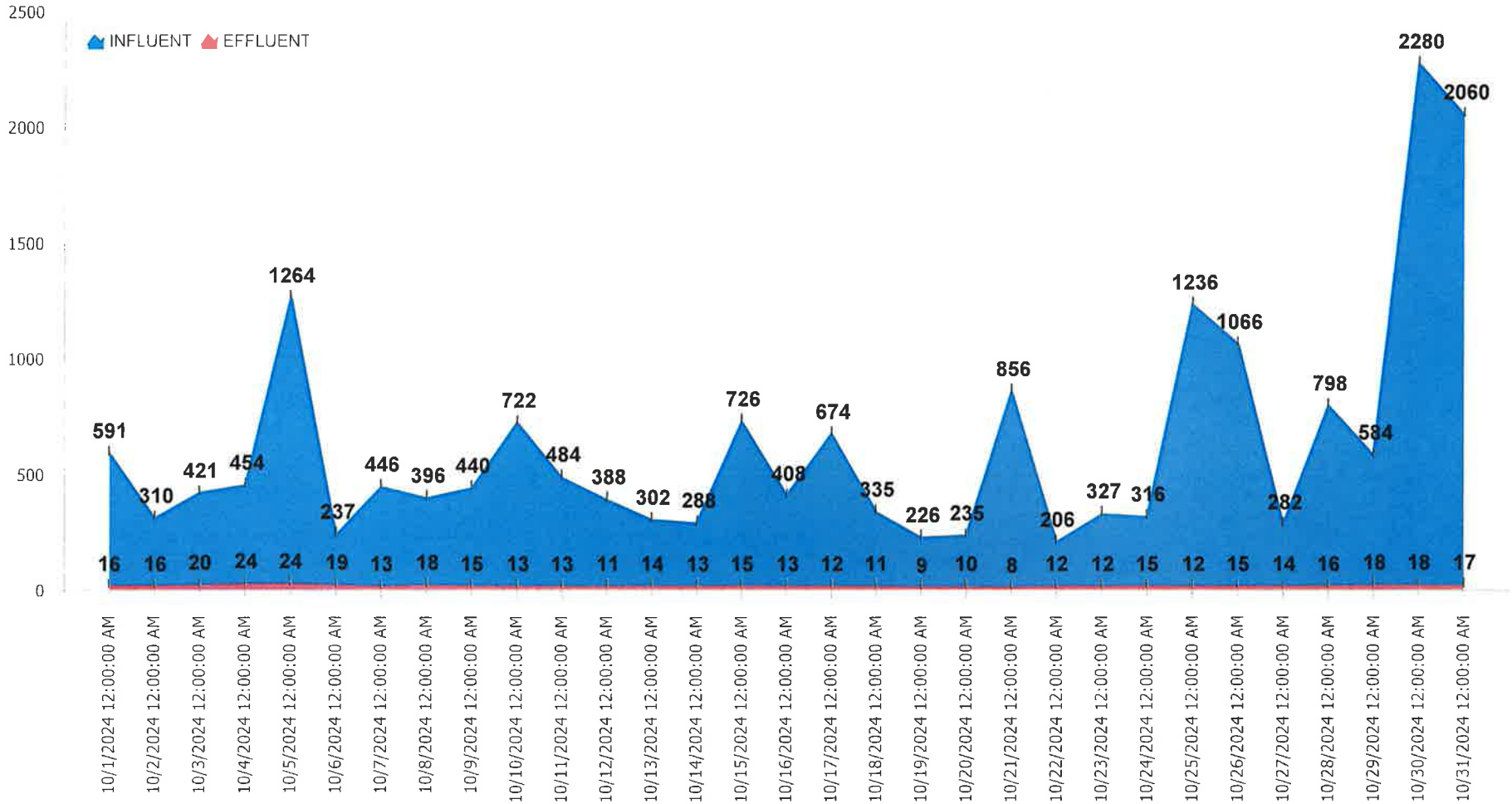


KRMA influent BOD pounds

Average Lbs. BOD: 18,804.30



INFLUENT TSS VS. EFFLUENT TSS
10/1/2024 TO 10/31/2024
Effluent Average 14.71



ATTACHMENT B

Flows

KRMA Treatment Facility

October, 2024

Date	PRECIPITA INCHES	PLANT MGD	Kankakee MGD	BOURB. MGD	BradleyFlow MGD	AromaPark MGD
10/1/2024	.00	9.47	6.09	2.40	.95	.03
10/2/2024	.00	9.32	6.01	2.28	1.00	.03
10/3/2024	.00	9.05	5.76	2.26	1.00	.03
10/4/2024	.00	9.24	5.99	2.26	.98	.02
10/5/2024	.06	9.23	5.92	2.26	1.03	.03
10/6/2024	.00	8.87	5.38	2.44	1.02	.03
10/7/2024	.00	8.77	5.28	2.44	1.02	.03
10/8/2024	.00	8.72	5.42	2.25	1.03	.03
10/9/2024	.00	8.96	5.77	2.25	.91	.03
10/10/2024	.00	8.77	5.68	2.21	.85	.03
10/11/2024	.00	8.62	5.82	1.85	.92	.02
10/12/2024	.00	8.64	4.96	1.70	1.94	.03
10/13/2024	.00	8.49	5.04	1.68	1.75	.03
10/14/2024	.00	8.46	5.68	1.69	1.06	.03
10/15/2024	.00	8.68	5.78	1.74	1.13	.03
10/16/2024	.11	8.91	6.11	1.75	1.03	.03
10/17/2024	.01	8.64	5.88	1.75	.99	.02
10/18/2024	.00	8.68	5.83	1.74	1.08	.03
10/19/2024	.00	8.58	5.80	1.72	1.03	.03
10/20/2024	.00	8.58	5.67	1.72	1.16	.03
10/21/2024	.00	8.52	5.59	1.74	1.17	.03
10/22/2024	.00	8.70	5.75	1.76	1.17	.02
10/23/2024	.00	9.03	6.08	1.76	1.17	.02
10/24/2024	.00	8.75	5.84	1.72	1.17	.03
10/25/2024	.25	8.88	5.90	1.77	1.18	.02
10/26/2024	.00	9.21	6.21	1.77	1.20	.03
10/27/2024	.00	8.78	5.85	1.73	1.17	.03
10/28/2024	.00	8.53	5.59	1.73	1.18	.03
10/29/2024	.00	8.64	5.73	1.72	1.17	.03
10/30/2024	.00	8.61	5.68	1.73	1.17	.03
10/31/2024	.29	9.18	6.09	1.89	1.18	.03
Total	.72	273.50	178.16	59.69	34.81	.83
Average	.02	8.82	5.75	1.93	1.12	.03
Minimum	.00	8.46	4.96	1.68	.85	.02
Maximum	.29	9.47	6.21	2.44	1.94	.03
# of data	31.00	31.00	31.00	31.00	31.00	31.00

ATTACHMENT C

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397
JB PRITZKER, GOVERNOR JAMES JENNINGS, ACTING DIRECTOR

October 24, 2024

Re: Kankakee River Metropolitan Agency (Illinois EPA BOW ID# IL0021784)
NPDES Permit (IL0021784)

To Distribution List:

This Environmental Justice notification letter is to inform you that Kankakee River Metropolitan Agency Wastewater Treatment Facility located in Kankakee at 1600 West Brookmont Blvd is applying for a renewal of National Pollutant Discharge Elimination System (NPDES) Permit IL0021784. The applicant is engaged in treating domestic and industrial wastewater for Kankakee, Bradley, Bourbonnais, and Aroma Park. NPDES is a federal program for regulating discharges to a surface water. The Illinois EPA (IEPA) Bureau of Water (BOW) is reviewing the application.

The draft NPDES Permit and instructions for submitting comments during the public comment period will be available on the IEPA's website (https://epa.illinois.gov/public-notices/npdes-individual-notices.html) once it is ready for review. For questions about the public comment period or a public hearing, contact Barb Lieberoff, Office of Community Relations, at (217) 524-3038 or barb.lieberoff@illinois.gov.

If you would like additional information regarding this project, such as the permit application, please submit a Freedom of Information Act (FOIA) request via the IEPA's online portal at https://epa.illinois.gov/foia.html.

If you would like to sign up to receive notifications by email, please visit the IEPA's Environmental Justice webpage, https://epa.illinois.gov/topics/environmental-justice.html.

For any other questions, please contact Chris Pressnall, Manager of the Office of Environmental Justice, at (217) 524-1284 or EPA.OEJ@Illinois.gov.

Sincerely,

Chris Pressnall, Manager
Office of Environmental Justice

Organization Distribution List

Kankakee River Metro Agency – Arthur Strother*
State Senator Patrick J. Joyce - State Senate District #40*
State Representative Jackie Haas - State Representative District #79*
U.S. Representative Robin Kelly - U.S. Congressional District #2*
U.S. Senator Richard J. Durbin*
U.S. Senator Tammy Duckworth*
City of Kankakee – Christopher Curtis, Mayor*
City of Kankakee – City Council*
Kankakee County Board*
Kankakee Branch NAACP - #3035 - Theodis Pace, President*
Illinois NAACP – Gregory Norris*
Illinois NAACP – Teresa Haley*
Respiratory Health Association - Brian P. Urbaszewski*
Sierra Club – Jack Darin*
Sierra Club – Christine Nannicelli*
Sierra Club – Mila Marshall*
Faith in Place – Rev. Brian Sauder*
Illinois Environmental Regulatory Group – Kelly Thompson*
Chemical Industry Council of Illinois – Lisa Frede*
United States EPA – Kathy Triantafillou*
IL Manufacturers' Association - Donovan Griffith*
Shawnee Hills & Hollers – Georgia de la Garza*
Shawnee Hills & Hollers – Sabrina Hardenbergh*
Illinois Environmental Council – Jennifer Walling*
Earthjustice – Jennifer Cassel*
Earthjustice – Debbie Chizewer*
Northwestern Pritzker School of Law – Robert A. Weinstock*
Great Rivers Environmental Law Center – Sarah Rubenstein*
Great Rivers Environmental Law Center – Cailtin Stiltner*
Stericycle – Susan Olavarria*
University of Illinois - Prairie Research Institute – Debra Jacobson*
Council of State Governments – Midwest – Jess Lienhardt*
Exxon Mobil Corporation – Brad Sims*
Taft Law – Ryan Rudich*
Mostardi Platt – Jena DiFiore*
Energy Infrastructure Partners – Matt Kok*
Geosyntec – Brian Valleskey*
Illinois Asphalt Pavement Association – Kevin Burke III, P.E.*
CPI - Natalie Warkenthien*
CSL Behring - Stephanie Vanderweide*
Langan – Vinicius De Paula*
Ridgewood Environmental – Jim Kallas*
The Resiliency Institute – Jodi Trendler*

***Receiving E-Notifications**

ATTACHMENT

D

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **Kankakee Influent**

FLOW METER MODEL: **Isco Laser Flow** **INFLUENT November 12th, 2024**

PRIMARY DEVICE: **72" PIPE** **FLOW: 0-115 MGD**

MEASURING DEVICE:

CHECK POINTS:
LEVEL? YES
FREE FLOWING? Yes
TURBULENCE? NO
BLOCKAGE? NO
SURFACE BUILD-UP? Foam
HEAD MEASURING DEVICE MOUNTED PROPERLY? YES
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? YES

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT:
LEVEL BEFORE: Target level 43.0" As found 42.130"
LEVEL AFTER: 43.02"
C) Actual level 27.440 6.99 MGD

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: YES/OK

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: YES/OK

CALIBRATED BY: BRIAN SCHEPPLER **DATE: 11/12/2024**

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **KANKAKEE/BROOKMONT**

FLOW METER MODEL: **ISCO Signature** **INFLUENT November 8th, 2024**

PRIMARY DEVICE: **PHARSHAL** **FLOW: 0-516 GPM 0-13.20 IN**

MEASURING DEVICE: **ULTRASONIC**

CHECK POINTS:
LEVEL? YES
FREE FLOWING? YES
TURBULENCE? NO
BLOCKAGE? Yes cleaned
SURFACE BUILD-UP? NO
HEAD MEASURING DEVICE MOUNTED PROPERLY? Yes
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? Yes

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT:
LEVEL BEFORE: Target 24.125" Level 24.145"
LEVEL AFTER: 24.125"
Actual Flow 133.59 GPM 5.511"

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: Yes

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: Yes

CALIBRATED BY: Brian Scheppler **DATE 11/8/2024**

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **KANKAKEE**

FLOW METER MODEL: **Siemens Hydro Ranger #1** **Influent November 12th, 2024**

PRIMARY DEVICE: **Flume** **FLOW: 0-73 MGD**

MEASURING DEVICE: **Ultrasonic**

CHECK POINTS:
LEVEL? YES
FREE FLOWING? Yes
TURBULENCE? No
BLOCKAGE? NO
SURFACE BUILD-UP? No
HEAD MEASURING DEVICE MOUNTED PROPERLY? YES
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? YES

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT:
LEVEL BEFORE: Target Set 20 MGD AS Found 20.15 MGD
LEVEL AFTER: 20.01 MGD
C) Actual Flow 11.13 MGD

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: YES/OK

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: YES/OK

CALIBRATED BY: BRIAN SCHEPPLER DATE: 11/12/2024

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **KANKAKEE**

FLOW METER MODEL: **Siemens Hydro Ranger #2** **INFLUENT November 12th, 2024**

PRIMARY DEVICE: **Flume** **FLOW: 0-73.425 MGD**

MEASURING DEVICE: **Ultrasonic**

CHECK POINTS:
LEVEL? YES
FREE FLOWING? Yes
TURBULENCE? NO
BLOCKAGE? NO
SURFACE BUILD-UP? No
HEAD MEASURING DEVICE MOUNTED PROPERLY? YES
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? YES

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT:
LEVEL BEFORE: Target Set 20 MGD AS Found 19.99 MGD
LEVEL AFTER: 19.99 MGD
C) Actual Flow 11.13 MGD

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: YES/OK

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: YES/OK

CALIBRATED BY: BRIAN SCHEPPLER **DATE: 11/12/2024**

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **KANKAKEE/RIVERLANE**

FLOW METER MODEL: **Isco Signature** **INFLUENT November 8th, 2024**

PRIMARY DEVICE: **PHARSHAL** **FLOW: 0-516 GPM 0-13.20 IN**

MEASURING DEVICE: **ULTRASONIC**

CHECK POINTS:
LEVEL? YES
FREE FLOWING?
TURBULENCE? NO
BLOCKAGE? No
SURFACE BUILD-UP? No
HEAD MEASURING DEVICE MOUNTED PROPERLY? Yes
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? Yes

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT
C) LEVEL BEFORE: TARGET SET 24.125" Level 24.141"
LEVEL AFTER: 24.126"
D) Actual Flow 2.011" 27.57 GPM

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: Yes

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: Yes

CALIBRATED BY: Brian Scheppler **DATE: 11/8/2024**

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **BRADLEY/ RIVER DRIVE**

FLOW METER MODEL: **Isco Signature** **INFLUENT November 8th, 2024**

PRIMARY DEVICE: **PHARSHAL** **FLOW: 0-21.36**

MEASURING DEVICE: **ULTRASONIC**

CHECK POINTS:
LEVEL? YES
FREE FLOWING? Yes
TURBULENCE? Yes
BLOCKAGE? NO
SURFACE BUILD-UP? NONE
HEAD MEASURING DEVICE MOUNTED PROPERLY? Yes
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? YES

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT:
LEVEL BEFORE: Target 8.0" Level reading 8.017"
LEVEL AFTER: 8.017"
C) Actual Flow 1.09 MGD 4.40"

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: YES/OK

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: YES/OK

CALIBRATED BY: BRIAN SCHEPPLER **DATE: 11/8/2024**

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

FIELD CALIBRATION SHEET

COMPANY: **KRMA** CITY: **BOURBONNAIS/New**

FLOW METER MODEL: **Isco Laser Flow** **INFLUENT November 12th, 2024**

PRIMARY DEVICE: **36" PIPE** **FLOW: 0-21.36 MGD**

MEASURING DEVICE:

CHECK POINTS:
LEVEL? YES
FREE FLOWING? Yes
TURBULENCE? NO
BLOCKAGE? NO
SURFACE BUILD-UP? None
HEAD MEASURING DEVICE MOUNTED PROPERLY? Yes
BLOCKAGE IN HEAD MEASURING DEVICE? NO
IS FLOW METER PROGRAMMED CORRECTLY? YES

CALIBRATION:

NOTE: THE ZERO POINT FOR MEASURING MUST BE LEVEL WITH THE WEIR CREST OR FLUME ZERO POINT:

A) IF POSSIBLE, CUT-OFF FLOW & SET LEVEL TO 0.000FT
LEVEL BEFORE:
LEVEL AFTER:
B) IF FLOW CANNOT BE CUT-OFF, ADJUST LEVEL ON METER TO MEASURED POINT:
LEVEL BEFORE: Target level 13.0" As found 13.06"
LEVEL AFTER: 13.06"
C) Actual level 10.894" 2.28 MGD

LEVEL FLOW CONVERSION CHECK:

WITH FLOW THRU PRIMARY DEVICE, CHECK LEVEL TO FLOW CONVERSION WITH HANDBOOK OR PRIMARY DEVICE DATA SHEET: YES/OK

TOTALIZER CHECK:

WITH FLOW GOING THRU PRIMARY DEVICE, VERIFY THAT TOTAL FLOW IS INTEGRATING PROPERLY USING TIMED RATE METHOD: YES/OK

CALIBRATED BY: BRIAN SCHEPPLER **DATE: 11/12/2024**

BC SYSTEMS INC.
2778 N. 4000 E. ROAD
BOURBONNAIS ILLINOIS 60914
PHONE: 1-815-671-1257
FAX: 1-815-802-0219

ATTACHMENT

E

Preserving Our Clean River Legacy...
KRMA
Kankakee River Metropolitan Agency

Monthly Pretreatment Program Totals

October 2024

1600 West Brookmont Blvd.
Kankakee, IL 60901
Phone: 815-933-0444
Fax: 815-933-0104

October 2024 Monthly Pretreatment Sample Analysis (metals, cyanide & VOA) for the permitted industries were a total of **58 samples** and a total of **305 analyses.**

Gilster-Mary Lee Corporation	10 Samples
Hoffman Transportation, LLC	5 Samples
Laraway Recycling & Disposal Facility	1 Sample
Liberty Landfill, LLC	9 Samples
Livingston Landfill	5 Samples
Natural Gas & Pipeline Co. of America	2 Samples
Prairie View RDF	1 Sample
Tank Cleaning Solutions, LLC	25 Samples

Volumes Received for October 2024 for trucked-in industries.

Gilster-Mary Lee Corporation	140,000 gals	24 loads
Hoffman Transportation, LLC	155,000 gals	31 loads
Kankakee Recycling & Disposal Facility	0 gals	0 loads
KGN Farm Inc.	0 gals	0 loads
Lake County C&D Landfill	0 gals	0 loads
Laraway Recycling & Disposal Facility	5,930 gals	1 load
Liberty Landfill, LLC	723,964 gals	110 loads
Livingston Landfill	170,728 gals	26 loads
Momence Packing	0 gals	0 loads
Natural Gas & Pipeline Co. of America	10,000 gals	2 loads
Newton County Landfill	0 gals	0 loads
Peoria Packing Co.	0 gals	0 loads
Prairie View - Will County RNG Plant	0 gals	0 loads
Prairie View RDF	10,971 gals	2 loads
Tank Cleaning Solutions, LLC	193,769 gals	37 loads
Verdant Specialty Solutions US LLC	0 gals	0 loads
Totals:	**1,410,362 gals**	**233 loads**

The KRMA Facility received a total of **146 loads** of septage which totalled **462,200 gallons** for the month of October 2024

KRMA YEARLY UTILITY USAGE - (2024)

KRMA ELECTRIC ENERGY USE

	Total KWH	Days	Total Cost $/month	Total Cost $/day	Hydro KWH	Methane KWH	Champion Energy KWH	KWH/HR (Avg)	$/KWH
JANUARY	849,824	32	$ 60,844	$ 1,901	-	195,967	653,857	1,107	$ 0.0716
FEBRUARY	205,738	36	$ 54	$ 2	-	205,480	258	238	$ 0.0003
MARCH	214,510	28	$ 46	$ 2	-	214,341	169	319	$ 0.0002
APRIL	207,334	29	$ 40	$ 1	-	207,210	124	298	$ 0.0002
MAY	2,985,201	127	$ 117,770	$ 927	-	212,466	2,772,735	979	$ 0.0395
JUNE	134,992	31	$ 33	$ 1	-	134,937	55	181	$ 0.0002
JULY	1,122,269	54	$ 66,703	$ 1,235	-	100,224	1,022,045	866	$ 0.0594
AUGUST	165,823	29	$ 3	$ 0	-	165,776	47	238	$ 0.0000
SEPTEMBER	1,087,158	53	$ 64,332	$ 1,214	-	89,708	997,450	855	$ 0.0592
OCTOBER	232	29	$ 6	$ 0	-	142	90	0	$ 0.0247
NOVEMBER	0			#DIV/0!	-			#DIV/0!	#DIV/0!
DECEMBER	0			#DIV/0!	-			#DIV/0!	#DIV/0!
TOTAL	6,973,081	448	$ 309,832	#DIV/0!	0	1,526,251	5,446,830	#DIV/0!	#DIV/0!
	Total KWH	Days	Total Cost $/month	Total Cost $/day	Hydro KWH	Methane KWH	Mid-American KWH	KWH/HR (Avg)	$/KWH

KRMA WATER USE

	Gallons	Days	Total Cost $/Billing Period	Gallons/Day	Total Cost $/day
JANUARY	285,700	32	$ 2,535	8,928	79
FEBRUARY	267,500	28	$ 2,423	9,554	87
MARCH	279,200	30	$ 2,663	9,307	89
APRIL	273,100	30	$ 2,622	9,103	87
MAY	308,000	33	$ 2,858	9,333	87
JUNE	268,500	28	$ 1,591	9,589	57
JULY	323,300	33	$ 2,961	9,797	90
AUGUST	380,000	31	$ 3,345	12,258	108
SEPTEMBER	303,400	28	$ 2,829	10,836	101
OCTOBER	318,500	33	$ 2,931	9,652	89
NOVEMBER				#DIV/0!	#DIV/0!
DECEMBER				#DIV/0!	#DIV/0!
TOTAL	3,007,200	306	$ 26,759	#DIV/0!	#DIV/0!
	Gallons	Days	Total Cost $/Billing Period	Gallons/Day	Total Cost $/day

KRMA NATURAL GAS USE

	Therms	Days	Total Cost $/Billing Period	Therms/Day	Total Cost $/day
JANUARY	39,569	31	$ 26,964	1276	$ 870
FEBRUARY	40,365	31	$ 28,648	1302	$ 924
MARCH	29,231	30	$ 19,960	974	$ 665
APRIL	26,292	29	$ 18,134	907	$ 625
MAY	17,469	32	$ 24,736	546	$ 773
JUNE	11,711	30	$ 8,453	390	$ 282
JULY	7,952	30	$ 5,873	265	$ 196
AUGUST	9,058	32	$ 6,615	283	$ 207
SEPTEMBER	8,393	30	$ 6,137	280	$ 205
OCTOBER	11,936	32	$ 8,625	373	$ 270
NOVEMBER				#DIV/0!	#DIV/0!
DECEMBER				#DIV/0!	#DIV/0!
TOTAL	201,977	307	$ 154,145	#DIV/0!	#DIV/0!
	Therms	Days	Total Cost $/Billing Period	Therms/Day	Total Cost $/day

Preserving Our Clean River Legacy...
KRMA
Kankakee River Metropolitan Agency

1600 West Brookmont Blvd.
Kankakee, IL 60901
Phone: 815-933-0444
Fax: 815-933-0104

Annual Load / Gallon Totals

2024

Month Received	Gilster-Mary Lee Corporation	Hoffman Transportation, LLC	Kankakee Recycling & Disposal Facility	KGN Farm Inc.	Lake County C&D Landfill	Laraway Recycling & Disposal Facility	Liberty Landfill, LLC	Livingston Landfill	Momence Packing	Natural Gas & Pipeline Co. of America	Newton County Landfill	Peoria Packing Co.	Prairie View - Will County RNG Plant	Prairie View RDF	Tank Cleaning Solutions, LLC	Verdant Specialty Solutions US LLC	Zutat Feed Solutions	Total	# Loads
January	18,000	200,000				226,390	1,162,660	287,301		115,000		3,000		363,552	219,954			2,595,857	427
February	24,000	205,000				269,985	1,362,283	393,803		50,000		3,000		461,815	204,243			2,974,129	481
March	112,000	185,000				363,718	886,492	181,224		50,000				482,385	193,769			2,454,586	407
April	100,000	175,000				389,293	1,198,071	138,361	135,500	120,000				403,227	188,532			2,847,984	469
May	118,000	165,000				58,558	1,317,423	183,002	28,000	75,000		2,000		221,067	204,243			2,372,293	399
June	108,000	145,000					1,324,184	164,672		35,000				101,632	193,764			2,072,252	345
July	100,000	155,000					1,253,282	144,811		40,000				261,983	199,006			2,154,082	353
August	132,000	175,000					1,498,269	163,237	4,000	15,000				106,026	183,295			2,276,827	372
September	114,000	150,000					1,210,707	195,289		15,000				16,580	178,058			1,879,634	311
October	140,000	155,000				5,930	723,964	170,728		10,000				10,971	193,769			1,410,362	241
November		5,000																5,000	1
December																			
Totals	**966,000**	**1,715,000**				**1,313,874**	**11,937,335**	**2,022,429**	**167,500**	**525,000**		**8,000**		**2,469,238**	**1,955,633**			**23,043,606**	**3,796**
Average	96,600	155,909				131,387	1,193,733	202,242	16,750	52,500		800		242,923	195,863			2,094,819	345
Treatment Costs as of 05/01/24	0.095	0.065	0.065	0	0.065	0.065	0.065	0.065	0.095	0.095	0.11	0.095	0	0.065	0.095	0.152	0.095		
Treatment Costs as of 05/01/23	0.09	0.062	0.062	0	0.062	0.062	0.062	0.062	0.09	0.09	0.1	0.09	0	0.062	0.09	0.145	0.09		

Preserving Our Clean River Legacy...
KRMA
Kankakee River Metropolitan Agency

Monthly TSS/BOD Loading Report

October, 2024

1600 West Brookmont Blvd.
Kankakee, IL 60901
Phone: 815-933-0444
Fax: 815-933-0104

Hauler	Gallons	Lbs TSS	Lbs BOD
Gilster-Mary Lee Corporation	140,000	4,893	5,784
Hoffman Transportation, LLC	155,000	944	1,198
Laraway Recycling & Disposal Facility	5,930	11	33
Liberty Landfill, LLC	723,964	809	25,489
Livingston Landfill	170,728	1,286	7,123
Natural Gas & Pipeline Co. of America	10,000	4	25
Prairie View RDF	10,971	6	58
Tank Cleaning Solutions, LLC	193,769	360	4,964
Verdant Specialty Solutions US LLC	0	0	0
Totals:	**1,410,362**	**8,313**	**44,675**

KRMA Flows Report

	Kankakee Flows				Bradley Flows				Bourbonnais Flows				Aroma Park Flows					
	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	TOTALS	TOTALS
5/31/2021	346.570	346.570	65.99%	63.38%	60.497	60.497	11.52%	12.36%	116.826	116.826	22.24%	23.92%	1.290	1.290	0.25%	0.34%	525.183	1.000
6/30/2021	634.090	287.520	66.76%	63.38%	103.540	43.043	9.99%	12.36%	215.789	98.963	22.98%	23.92%	2.460	1.170	0.27%	0.34%	430.696	1.000
7/31/2021	930.320	296.230	70.61%	63.38%	137.501	33.961	8.10%	12.36%	304.021	88.232	21.03%	23.92%	3.562	1.102	0.26%	0.34%	419.525	1.000
8/31/2021	1162.810	232.490	67.69%	63.38%	166.666	29.165	8.49%	12.36%	384.716	80.695	23.49%	23.92%	4.699	1.137	0.33%	0.34%	343.487	1.000
9/30/2021	1369.410	206.600	66.65%	63.38%	193.616	26.950	8.69%	12.36%	460.262	75.546	24.37%	23.92%	5.600	0.901	0.29%	0.34%	309.997	1.000
10/31/2021	1787.590	418.180	67.50%	63.38%	265.529	71.913	11.61%	12.36%	587.784	127.522	20.58%	23.92%	7.475	1.875	0.30%	0.34%	619.490	1.000
11/30/2021	2068.130	280.540	65.59%	63.38%	314.880	49.351	11.54%	12.36%	684.120	96.336	22.52%	23.92%	8.937	1.462	0.34%	0.34%	427.689	1.000
12/31/2021	2315.330	247.200	60.47%	63.38%	362.817	47.937	11.73%	12.36%	796.476	112.356	27.48%	23.92%	10.246	1.309	0.32%	0.34%	408.802	1.000
1/31/2022	2567.800	252.470	64.39%	63.38%	408.584	45.767	11.67%	12.36%	889.113	92.637	23.63%	23.92%	11.455	1.209	0.31%	0.34%	392.083	1.000
2/28/2022	2952.230	384.430	66.67%	63.38%	471.548	62.964	10.92%	12.36%	1016.840	127.727	22.15%	23.92%	12.972	1.517	0.26%	0.34%	576.638	1.000
3/31/2022	3301.220	348.990	61.44%	63.38%	539.845	68.297	12.02%	12.36%	1165.653	148.813	26.20%	23.92%	14.880	1.908	0.34%	0.34%	568.008	1.000
4/30/2022	3673.760	372.540	63.95%	63.38%	608.424	68.579	11.77%	12.36%	1305.059	139.406	23.93%	23.92%	16.901	2.021	0.35%	0.34%	582.546	1.000
		3673.760	65.554%			608.424	10.857%			1305.059	23.287%			16.901	0.302%		5604.144	12.000
	Kankakee Flows				Bradley Flows				Bourbonnais Flows				Aroma Park Flows					
	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	TOTALS	TOTALS
5/31/2022	327.190	327.190	63.29%	65.55%	59.684	59.684	11.54%	10.86%	128.467	128.467	24.85%	23.29%	1.632	1.632	0.32%	0.30%	516.973	1.000
6/30/2022	589.310	262.120	67.13%	65.55%	36.566	36.566	9.36%	10.86%	90.737	90.737	23.24%	23.29%	1.047	1.047	0.27%	0.30%	390.470	1.000
7/31/2022	845.820	256.510	69.25%	65.55%	32.633	32.633	8.81%	10.86%	80.160	80.160	21.64%	23.29%	1.083	1.083	0.29%	0.30%	370.386	1.000
8/31/2022	1073.610	227.790	68.05%	65.55%	27.078	27.078	8.09%	10.86%	78.806	78.806	23.54%	23.29%	1.089	1.089	0.33%	0.30%	334.763	1.000
9/30/2022	1270.980	197.370	66.81%	65.55%	24.400	24.400	8.26%	10.86%	72.615	72.615	24.58%	23.29%	1.022	1.022	0.35%	0.30%	295.407	1.000
10/31/2022	1478.340	207.360	65.54%	65.55%	29.974	29.974	9.47%	10.86%	78.126	78.126	24.69%	23.29%	0.949	0.949	0.30%	0.30%	316.409	1.000
11/30/2022	1675.230	196.890	63.27%	65.55%	30.268	30.268	9.73%	10.86%	83.143	83.143	26.72%	23.29%	0.899	0.899	0.29%	0.30%	311.200	1.000
12/31/2022	1914.460	239.230	64.26%	65.55%	40.083	40.083	10.77%	10.86%	91.917	91.917	24.69%	23.29%	1.026	1.026	0.28%	0.30%	372.256	1.000
1/31/2023	2164.510	250.050	64.07%	65.55%	42.295	42.295	10.84%	10.86%	96.867	96.867	24.82%	23.29%	1.043	1.043	0.27%	0.30%	390.255	1.000
2/28/2023	2416.300	251.790	59.61%	65.55%	51.947	51.947	12.30%	10.86%	117.385	117.385	27.79%	23.29%	1.262	1.262	0.30%	0.30%	422.384	1.000
3/31/2023	2808.030	391.730	60.21%	65.55%	89.485	89.485	13.75%	10.86%	167.099	167.099	25.68%	23.29%	2.277	2.277	0.35%	0.30%	650.591	1.000
4/30/2023	3098.910	290.880	64.32%	65.55%	143.995	54.510	12.05%	10.86%	272.361	105.262	23.27%	23.29%	3.892	1.615	0.36%	0.30%	452.267	1.000
		3,098.910	64.248%			518.923	10.759%			1,190.584	24.684%			14.944	0.310%		4,823.361	12.000
	Kankakee Flows				Bradley Flows				Bourbonnais Flows				Aroma Park Flows					
	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	TOTALS	TOTALS
5/31/2023	241.200	241.200	63.06%	64.25%	42.940	42.940	11.23%	10.76%	97.296	97.296	25.44%	24.68%	1.078	1.078	0.28%	0.31%	382.514	1.000
6/30/2023	429.120	187.920	66.42%	64.25%	27.600	27.600	9.76%	10.76%	66.500	66.500	23.50%	24.68%	0.910	0.910	0.32%	0.31%	282.930	1.000
7/31/2023	634.720	205.600	61.28%	64.25%	35.730	35.730	10.65%	10.76%	93.260	93.260	27.80%	24.68%	0.920	0.920	0.27%	0.31%	335.510	1.000
8/31/2023	859.940	225.220	65.28%	64.25%	36.170	36.170	10.48%	10.76%	82.660	82.660	23.96%	24.68%	0.970	0.970	0.28%	0.31%	345.020	1.000
9/30/2023	1062.280	202.340	64.02%	64.25%	32.810	32.810	10.38%	10.76%	79.930	79.930	25.29%	24.68%	0.980	0.980	0.31%	0.31%	316.060	1.000
10/31/2023	1280.950	218.670	55.75%	64.25%	52.360	52.360	13.35%	10.76%	120.040	120.040	30.60%	24.68%	1.170	1.170	0.30%	0.31%	392.240	1.000
11/30/2023	1487.430	206.480	61.78%	64.25%	35.660	35.660	10.67%	10.76%	91.140	91.140	27.27%	24.68%	0.960	0.960	0.29%	0.31%	334.240	1.000
12/31/2023	1754.640	267.210	58.46%	64.25%	52.760	52.760	11.54%	10.76%	135.780	135.780	29.71%	24.68%	1.300	1.300	0.28%	0.31%	457.050	1.000
1/31/2024	2206.160	451.520	62.71%	64.25%	88.360	88.360	12.27%	10.76%	177.770	177.770	24.69%	24.68%	2.370	2.370	0.33%	0.31%	720.020	1.000
2/29/2024	2511.780	305.620	66.81%	64.25%	48.260	48.260	10.55%	10.76%	102.070	102.070	22.31%	24.68%	1.500	1.500	0.33%	0.31%	457.450	1.000
3/31/2024	2811.640	299.860	63.99%	64.25%	49.050	49.050	10.47%	10.76%	118.090	118.090	25.20%	24.68%	1.630	1.630	0.35%	0.31%	468.630	1.000
4/30/2024	3244.620	432.980	61.92%	64.25%	135.480	86.430	12.36%	10.76%	295.680	177.590	25.40%	24.68%	3.860	2.230	0.32%	0.31%	699.230	1.000
		3,244.620	62.506%			588.130	11.330%			1,342.126	25.855%			16.018	0.309%		5,190.694	12.000
	Kankakee Flows				Bradley Flows				Bourbonnais Flows				Aroma Park Flows					
	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	YTD Actual Flows	Actual Flows	% of Total	Estimated %	TOTALS	TOTALS
5/31/2024	344.100	344.100	63.85%	62.51%	59.080	59.080	10.96%	11.33%	134.020	134.020	24.87%	25.86%	1.760	1.760	0.33%	0.31%	538.960	1.000
6/30/2024	599.750	255.650	68.33%	62.51%	31.500	31.500	8.42%	11.33%	85.970	85.970	22.98%	25.86%	1.020	1.020	0.27%	0.31%	374.140	1.000
7/31/2024	958.950	359.200	73.06%	62.51%	34.790	34.790	7.08%	11.33%	96.600	96.600	19.65%	25.86%	1.082	1.082	0.22%	0.31%	491.672	1.000
8/31/2024	1178.620	219.670	64.49%	62.51%	29.710	29.710	8.72%	11.33%	90.350	90.350	26.52%	25.86%	0.897	0.897	0.26%	0.31%	340.627	1.000
9/30/2024	1363.400	184.780	62.83%	62.51%	27.100	27.100	9.22%	11.33%	81.321	81.321	27.65%	25.86%	0.874	0.874	0.30%	0.31%	294.075	1.000
10/31/2024	1541.560	178.160	65.14%	62.51%	34.810	34.810	12.73%	11.33%	59.690	59.690	21.83%	25.86%	0.830	0.830	0.30%	0.31%	273.490	1.000
11/30/2024	1541.560		0.00%	62.51%	0.000		0.00%	11.33%	0.000		0.00%	25.86%	0.000		0.00%	0.31%	0.000	0.000
12/31/2024	1541.560		0.00%	62.51%	0.000		0.00%	11.33%	0.000		0.00%	25.86%	0.000		0.00%	0.31%	0.000	0.000
1/31/2025	1541.560		0.00%	62.51%	0.000		0.00%	11.33%	0.000		0.00%	25.86%	0.000		0.00%	0.31%	0.000	0.000
2/28/2025	1541.560		0.00%	62.51%	0.000		0.00%	11.33%	0.000		0.00%	25.86%	0.000		0.00%	0.31%	0.000	0.000
3/31/2025	1541.560		0.00%	62.51%	0.000		0.00%	11.33%	0.000		0.00%	25.86%	0.000		0.00%	0.31%	0.000	0.000
4/30/2025	1541.560		0.00%	62.51%	0.000		0.00%	11.33%	0.000		0.00%	25.86%	0.000		0.00%	0.31%	0.000	0.000
		1,541.560	66.649%			216.990	9.381%			547.951	23.690%			6.463	0.279%		2,312.964	6.000

Flows

KRMA Treatment Facility

October, 2024

Date	PRECIPITA INCHES	PLANT MGD	Kankakee MGD	BOURB. MGD	BradleyFlow MGD	AromaPark MGD
10/1/2024	.00	9.47	6.09	2.40	.95	.03
10/2/2024	.00	9.32	6.01	2.28	1.00	.03
10/3/2024	.00	9.05	5.76	2.26	1.00	.03
10/4/2024	.00	9.24	5.99	2.26	.98	.02
10/5/2024	.06	9.23	5.92	2.26	1.03	.03
10/6/2024	.00	8.87	5.38	2.44	1.02	.03
10/7/2024	.00	8.77	5.28	2.44	1.02	.03
10/8/2024	.00	8.72	5.42	2.25	1.03	.03
10/9/2024	.00	8.96	5.77	2.25	.91	.03
10/10/2024	.00	8.77	5.68	2.21	.85	.03
10/11/2024	.00	8.62	5.82	1.85	.92	.02
10/12/2024	.00	8.64	4.96	1.70	1.94	.03
10/13/2024	.00	8.49	5.04	1.68	1.75	.03
10/14/2024	.00	8.46	5.68	1.69	1.06	.03
10/15/2024	.00	8.68	5.78	1.74	1.13	.03
10/16/2024	.11	8.91	6.11	1.75	1.03	.03
10/17/2024	.01	8.64	5.88	1.75	.99	.02
10/18/2024	.00	8.68	5.83	1.74	1.08	.03
10/19/2024	.00	8.58	5.80	1.72	1.03	.03
10/20/2024	.00	8.58	5.67	1.72	1.16	.03
10/21/2024	.00	8.52	5.59	1.74	1.17	.03
10/22/2024	.00	8.70	5.75	1.76	1.17	.02
10/23/2024	.00	9.03	6.08	1.76	1.17	.02
10/24/2024	.00	8.75	5.84	1.72	1.17	.03
10/25/2024	.25	8.88	5.90	1.77	1.18	.02
10/26/2024	.00	9.21	6.21	1.77	1.20	.03
10/27/2024	.00	8.78	5.85	1.73	1.17	.03
10/28/2024	.00	8.53	5.59	1.73	1.18	.03
10/29/2024	.00	8.64	5.73	1.72	1.17	.03
10/30/2024	.00	8.61	5.68	1.73	1.17	.03
10/31/2024	.29	9.18	6.09	1.89	1.18	.03
Total	.72	273.50	178.16	59.69	34.81	.83
Average	.02	8.82	5.75	1.93	1.12	.03
Minimum	.00	8.46	4.96	1.68	.85	.02
Maximum	.29	9.47	6.21	2.44	1.94	.03
# of data	31.00	31.00	31.00	31.00	31.00	31.00

INTERNATIONAL UNION OF OPERATING ENGINEERS • AFL-CIO

LOCAL 399

October 18, 2024

Mr. David Tyson
Executive Director
Kankakee River Metropolitan Agency
1600 W. Brookmont Blvd.
Kankakee, IL 60901

Re: Health & Welfare Increase
Kankakee River Metropolitan Agency

Dear Mr. Tyson:

Pursuant to the terms of our Agreement, the table below outlines the distribution rates for the 2024-2025 contract year. All increases are effective December 1, 2024.

BENEFIT	CURRENT RATE	INCREASE 12/1/24	NEW RATE
Health & Welfare	$1,300.00/mo.	$0.40/hr.	$1,369.00/mo.

- Benefits are the same for all classifications.

Please call the office should you have any questions or comments.

Sincerely,

Patrick J. Kelly
President & Business Manager

PJK/rs

cc: Pat O' Gorman

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING PURCHASE OF NEW WILO PUMP

WHEREAS, the Kankakee River Metropolitan Agency ("KRMA") is a municipal corporation pursuant to Section 3.4 of the Illinois Governmental Cooperation Act, 5 ILCS 220/3.4; and

WHEREAS, the Board of Directors of KRMA has received reports from the Executive Director that a new Wilo Pump is required and has reviewed the Purchase Order and Service Quotation from Metropolitan Industries, Inc. attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KANKAKEE RIVER METROPOLITAN AGENCY, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing Recitals are hereby incorporated into this Resolution.

SECTION TWO: The Board of Directors of KRMA hereby ratifies and approves the purchase of the new Wilo Pump and related labor described in Exhibit A.

SECTION THREE: The Executive Director of KRMA is hereby authorized to execute any and all documents and to take such action as is reasonably necessary to effectuate the purchase of the new Wilo Pump and labor described in Exhibit A, and all actions previously taken by the Executive Director and his designees to effectuate acquisition of the Wilo Pump and related labor are hereby ratified and approved.

SECTION FOUR: Any prior ordinance, resolution, policy, or order of KRMA in conflict with the provisions of this Resolution, shall be and hereby are, repealed to the extent of such conflict.

SECTION FIVE: This Resolution shall take effect according to its terms.

PASSED the _____ day of November, 2024.

AYES:
NAYS:
ABSENT:

_____
Chris Curtis, Chair
Kankakee River Metropolitan Agency

ATTEST:

_____
Brian Stump, Secretary
Kankakee River Metropolitan Agency

STATE OF ILLINOIS)
) SS.
KANKAKEE COUNTY)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Kankakee River Metropolitan Agency ("KRMA"), Kankakee County, Illinois, and as such I am the keeper of the records and files of the Board of Directors of KRMA.

I further certify that the foregoing is a full, true and complete copy of the Resolution entitled:

RESOLUTION RATIFYING AND APPROVING PURCHASE OF NEW WILO PUMP

adopted at a duly called Regular Meeting of KRMA held at Kankakee, Illinois at 9:00 a.m. on the _____ day of November, 2024.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given as required by law, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the KRMA Board has complied with all the provisions of said Act and with all the procedural rules of the Board.

IN WITNESS WHEREOF I hereunto affix my official signature at Kankakee, Illinois, this _____day of November, 2024.

_____
Brian Stump, Secretary

EXHIBIT A

Purchase Order and Service Quotation

KRMA
Kankakee River Metropolitan Agency

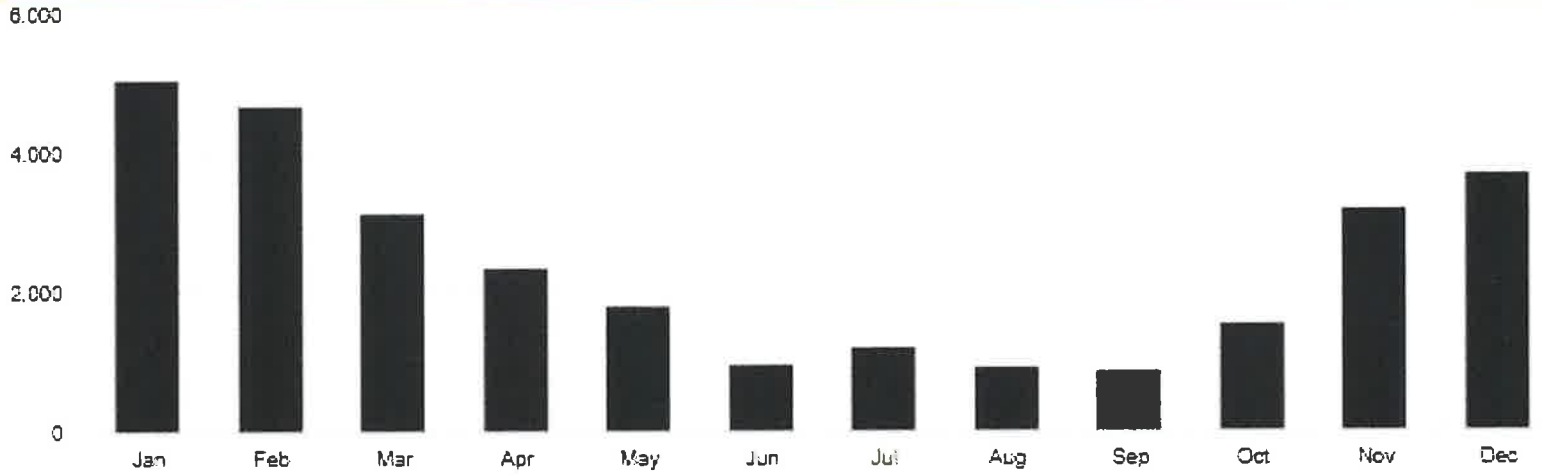
Michael Lefebvre: Senior Advisor
Direct: 716-220-7708
Cell: 716-860-0043
lmichael@energyby5.com

Gas Portfolio

Portfolio Information

Portfolio	#29575	**Commodity**	Natural Gas	**Tax Status**	Exempt
Accounts	1	**Utilities**	Nicor Gas	**Annual usage**	29.450 Dth

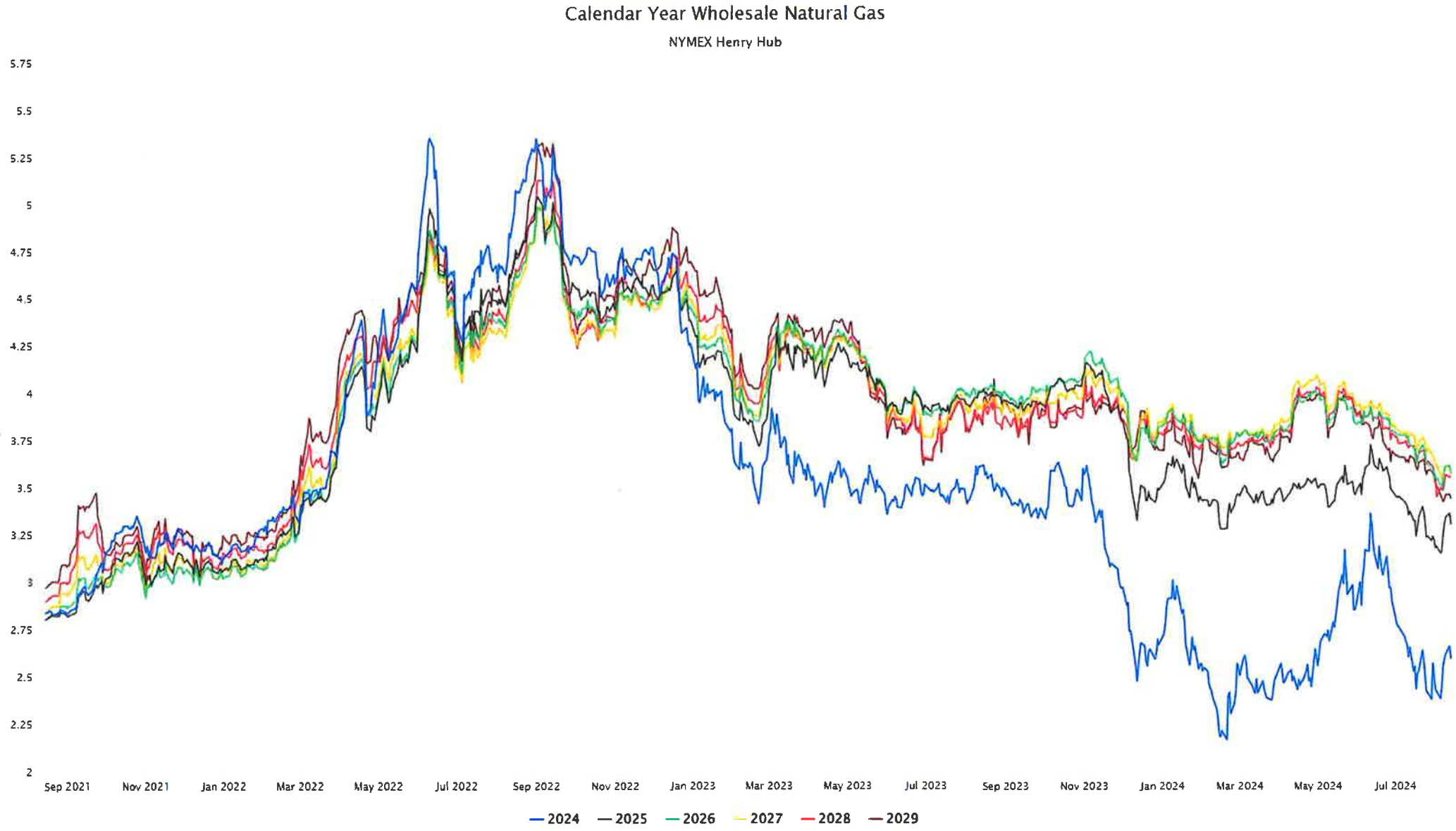
Monthly Volumes (Dth)



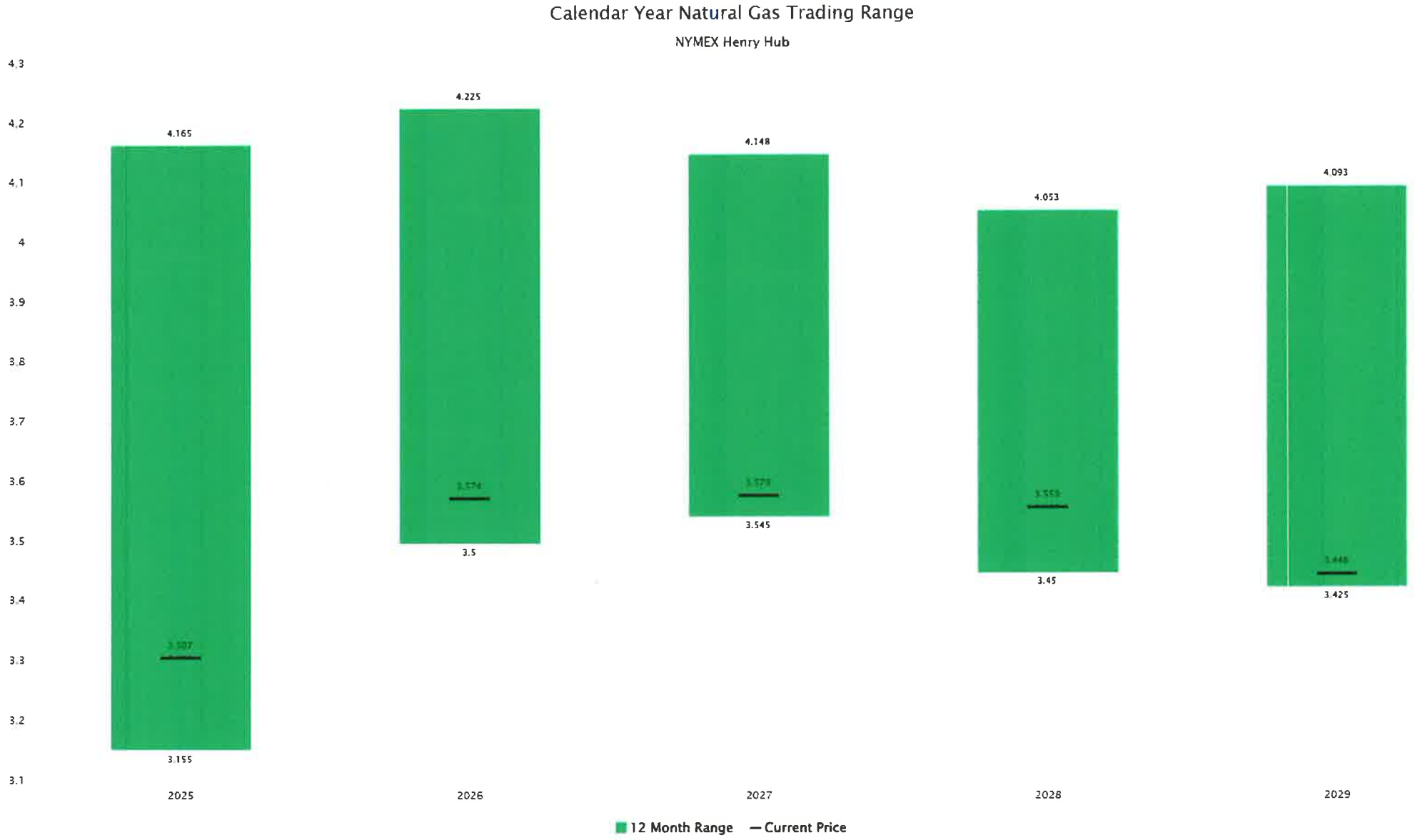
Account Details

Identifier	Utility	Address	Class	Annual Usage
76107565079 3076904	Nicor Gas	1600 W Brookmont Blvd Kankakee IL 60901	74-Transport Svc Heat	29.450 Dth

Natural Gas Forwards



12-month Trading Range



Gas Pricing

Fixed All In Offers					$ / Dth
Suppliers	**12 Month**	**24 Month**	**36 Month**	**48 Month**	**60 Month**
Constellation	$4.48	$4.53	$4.54	$4.53	$4.52
ENGIE	$4.42	$4.46	$4.48	**$4.49**	PENDING
Hudson	$4.99	$5.05	$5.09	$5.10	$5.12

*Above offers were received on 8/8/2024.

*Offers will have to be updated prior to execution.

* All offers are for a start date of 8/1/2025.

Budget Report

Budget Offer: $4.48500 Budget Term: 48 Months Current Rate: $4.70200

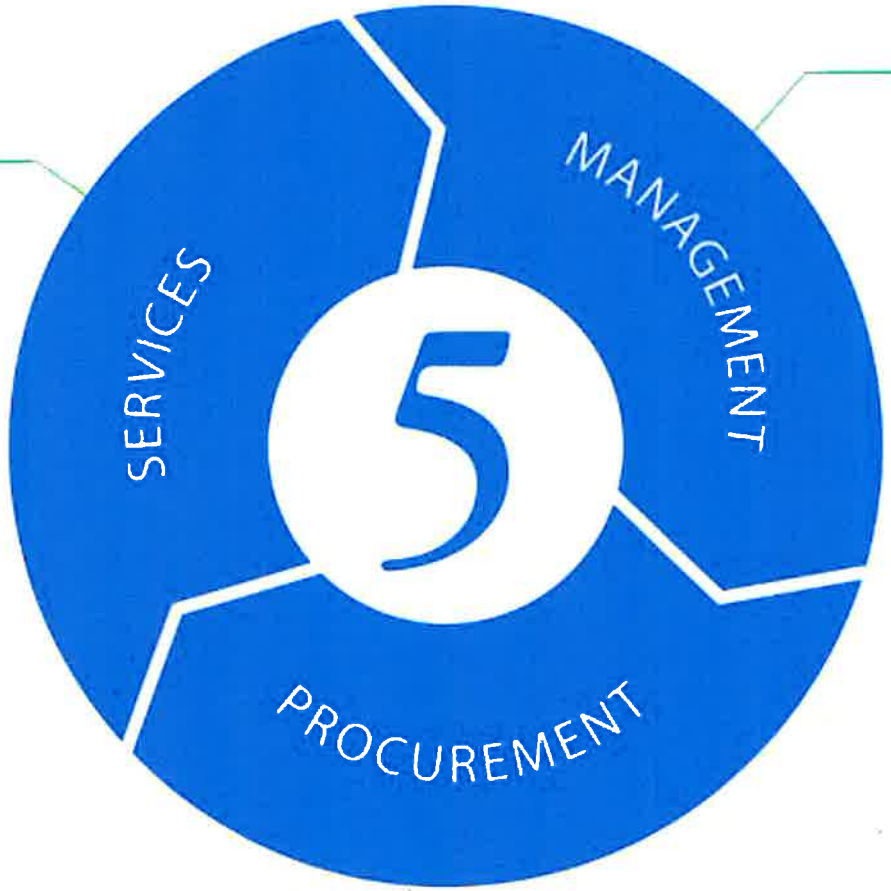
Year-Over-Year Supply Comparison			Proposal #49764
Agreement	**Supply Rate ($/Dth)**	**Annual Usage (Dth)**	**Annual Spend**
Current Rate	$4.70200	29,450	$138,474
48 Month Offer	$4.48500	29,450	$132,083
Difference	**0.21700**	**0 Dth**	**-4.6% $6,391**

Term Comparison				Proposal #49764
Term	**Supply Offer**	**Term Dth**	**Term Spend**	**Annual Spend**
12 Month	$4.41600	29,450	$130,051	$130,051
24 Month	$4.46000	58,900	$262,694	$131,347
36 Month	$4.48200	88,350	$395,985	$131,995
48 Month	$4.48500	117,800	$528,333	$132,083
60 Month	$4.52400	147,250	$666,159	$133,232

Gas Recommendation

- Execute a 48-month fixed offer with Engie.
- The offer is 4.6% lower than your current gas price.
- Signing soon will help you take advantage of recent price declines in the gas market.

5 works *with* our clients to control cost and capture additional value through other energy services



We are your first call for all questions, concerns or opportunities related to energy

We review and adjust our clients' on-going procurement strategy to address changing market conditions

Based on the information provided by Origin Design and the following assumptions, our proposed scope of Geotechnical Engineering Services is below. We will provide a formal proposal, if requested.

We understand that a Geotechnical Investigation is proposed for the improvements to the Kankakee River Metropolitan Agency (KRMA) Wastewater Treatment Plant in Kankakee. The improvements include constructing new structures and additions as outlined in the RFP. The new structures include an Aeration tank, sludge densification structure, two 120' diameter secondary clarifiers, mixed liquor structure splitter structure, RAS pumping station, blower building, anaerobic digester, basement addition, covered biosolids storage building and general site road improvements.

We also understand the enclosed buildings are expected to consist of precast roof planks, cast-in-place concrete main floor slabs, brick/block exterior above-grade walls, concrete basement walls, and cast-in-place basement floor slabs (estimated to be about 12 feet below existing grades), Structure 68 will be an open-air pre-engineered metal building with concrete push walls at the perimeter and each of the open tank structures will consist of a cast-in-place concrete, below-grade base slab and cast-in-place concrete walls (estimated to extend about 10 feet below existing grades). We anticipate the wall and column loads will be less than 5 kips per lineal foot and 150 kips, respectively. We anticipate loads on the slabs will be 500 psf or less. Higher loads might require a different field exploration program. We are also aware that Structure 26 and 46 are within existing wooded area with shrubs and grass. An allowance line item is included in the Compensation table to perform any bush clearance and grubbing at these locations.

- We will use the Illinois JULIE 811 OneCall locate for location of public utilities
    - Private utility locate is included due to presence of existing site improvements
- Assumes all locations accessible with an ATV drill rig during normal business hours (e.g., Monday to Friday between 7am and 6pm)
- We assume Origin will assist with coordinating site access and fieldwork schedule with current owners.
- Our fee estimate includes one ATV drill rig mobilization and completion of the field activities in 3-4 days of drilling using a subcontracted Unionized drilling crew

Field Exploration :

As requested, we propose the field exploration program summarized in the table below:

Number of Borings	Planned Boring Depth (feet)	Planned Location
3	30	Proposed Aeration tank footprint
1	25	Proposed sludge densification structure footprint
3	25	Proposed secondary clarifiers footprint (Total of 2 clarifiers)
1	25	Proposed mixed liquor splitter structure footprint
1	25	Proposed RAS pumping station footprint
2	30	Proposed blower building footprint
2	30	Proposed anaerobic digester footprint
1	30	Proposed basement addition at the anaerobic digester area
2	25	Proposed biosolids storage building footprint
5	10	Proposed site road improvements

- 4 samples will be obtained in the upper 10 feet, additional samples obtained every 5 feet thereafter
- Borings will be terminated at shallower depths if refusal is encountered. But rock coring will be performed at selected locations of tank structures for the purpose of providing uplift resistance during flooding.
- Sampling in the borings will be in general accordance with industry standard procedures: split-barrel SPT sampling.

- Backfill borings with auger cuttings and bentonite chips, patch concrete with sack-mix concrete as necessary.
- We understand all boring locations will be free of any existing structures at the facility.
- Borings will not be terminated in peat (determined in the field via visual observations) or with an estimated unconfined compressive strength less than 1,500 psf.
- USCS Soil classification will be provided with all the field and lab data. Shelby tubes will be collected at each of the boring locations.
- Observe groundwater levels during and about 1 day after completion of borings at select boring locations
- Environmental technician to field screen samples using a Photoionization Detector (PID)

- **Laboratory testing:** visual classification, moisture content, and strength tests (calibrated penetrometer), up to 20 Atterberg Limits test, up to 20 Particle size analysis, up to 20 Thin-walled tubes, up to 2 consolidation tests, up to 2 proctor and CBR Bulk samples for the road improvements.
- One Geotechnical Engineering Report containing recommendations for earthwork, shallow foundations, design and construction of interior floor slabs, drilled shaft deep foundation design if needed, recommended pavement options, lateral earth pressures for design of tank and basement walls, frost depth, groundwater readings & estimated seismic site class.

Compensation

Task	**Lump Sum Fee[1]**
Site Staking, Exploration, Sample Collection[2, 3] , Geotechnical Laboratory Testing, Geotechnical Reporting (21 borings with up to 490 feet of drilling)	$60,100
Private Utility Locate Service	$3,350

Task	Lump Sum Fee[1]
Allowance for shrub removal in wooded areas near structure 26 and 46 (actual amount will be cost +17%)[4]	$3,500
Total	**$66,950**
Review of geotechnical aspects in the Plans and Specifications	$2,000
Additional Services: Performing rock coring (up to 10 ft of core) [5]	$975 per location

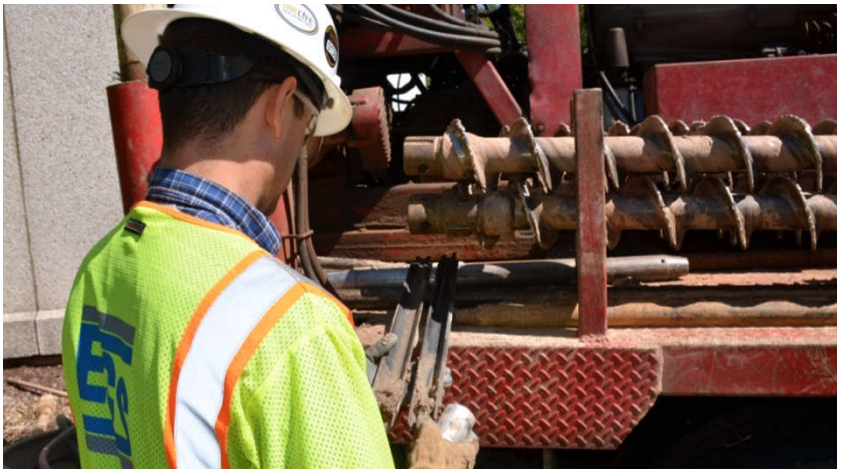
1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $4,500 would be invoiced. A drill crew standby rate of $550 per hour would be invoiced for unexpected delays.
3. This fee includes the cost of a union drill crew to perform the borings and considers that fieldwork will be completed during normal weekday daylight hours for up to 8 hours per day. If Prevailing Wage requirements are required, please let us know so we can update our fees.
4. Tree clearing might require additional costs or schedule impacts depending on the time of year and if threatened and endangered species habitat review is required.
5. Rock coring can be performed if competent bedrock is encountered within 20 feet of the existing grades.

Project Schedule:

Delivery on Client Portal	Schedule [1, 2]
Kickoff Call with Client	At least 2 days before mobilization to the site
Field Program	Drill date will be coordinated with Origin Design and facility owner 3-4 days of field work anticipated

Delivery on Client Portal	Schedule [1, 2]
Site Characterization	About 1 to 2 weeks following completion of the field program
Geotechnical Engineering	About 4 to 6 weeks completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Schedule considers standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical Engineering and Environmental Services

KRMA WWTP Improvements

1600 West Brookmont Boulevard
Kankakee, Kankakee County, Illinois

ECS Proposal No. 16:24516-GP

November 1, 2024

November 1, 2024

Mr. David Tyson
Kankakee River Metropolitan Agency
1600 West Brookmont Blvd
Kankakee, Illinois 60901

ECS Proposal No. 16:24516-GP

Reference: Proposal for Subsurface Exploration, Geotechnical Engineering and Environmental Services
KRMA WWTP Improvements
1600 West Brookmont Boulevard
Kankakee, Kankakee County, Illinois

Dear Mr. Tyson:

As requested by Eric Helminiak, PE, SE, LEED AP of Origin Design, ECS Midwest, LLC (ECS) is pleased to provide the following lump sum proposal for subsurface exploration, geotechnical engineering and environmental services for the above referenced project to be constructed in Kankakee, Kankakee County, Illinois. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

ECS COMPANY INFORMATION AND EXPERIENCE

COMPANY: ECS Midwest, LLC is part of the ECS group of companies that was founded in 1988. There are 6 primary operating companies in the ECS group with 80+ offices. ECS is a leader in geotechnical, environmental, construction materials, and facilities engineering.

PEOPLE: ECS employs a total staff of around 2,600 people, including registered professional engineers and geologists, certified laboratory technicians, construction inspectors, field engineers, computer specialists and support personnel.

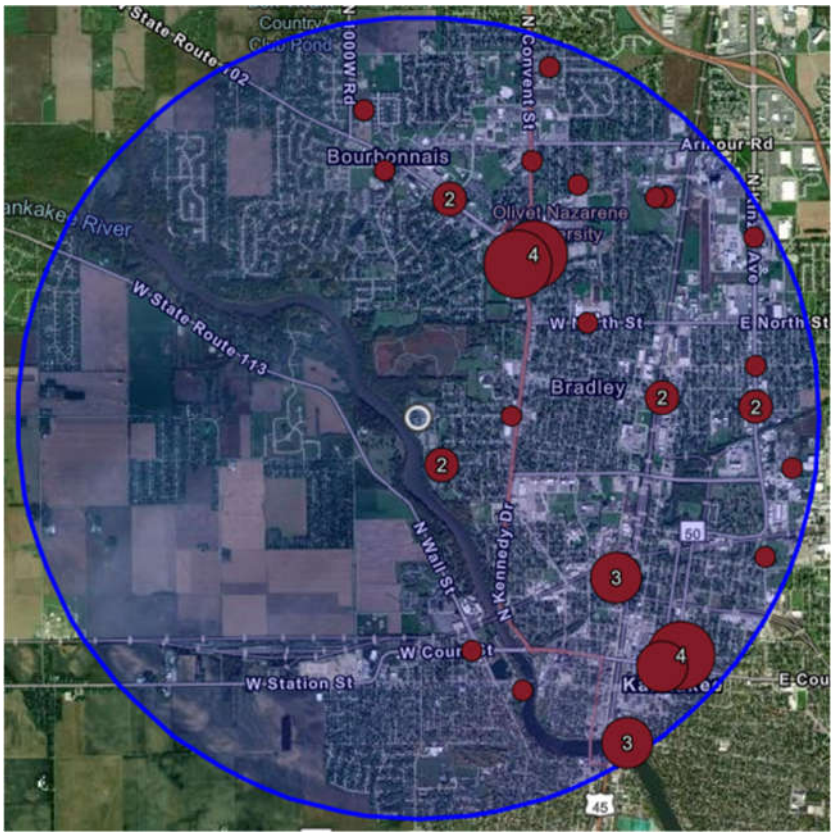
VALUE: Our size enables us to be highly responsive to meet project schedule requirements and have testing equipment ready for field explorations and laboratory testing. In addition, we can maintain consistent staffing levels to respond to fast-paced project requirements. The professional staffs at ECS are dedicated to providing responsive and reliable services. Our current initiatives with regard to generating timely reports are truly innovative in the consulting industry. As a culture of doers, we roll up our sleeves and use our skills to help solve problems. We hustle.

ACCOMPLISHMENT: The employees of ECS are proud to be ranked among the Top 100 Design Firms by ENR. Hard work and dedication to serving our clients has allowed ECS to become one of the largest consulting firms in the country.

SAFETY: ECS understands that the best safety cultures are driven by employee commitment, not just compliance. Safety has been and continues to be a priority at ECS. In 2010, we launched a new initiative to ingrain safety as a core value and integral part of our culture. Our Behavior Based Safety process known as STAR places safety at the forefront of everything we do.

EXPERIENCE: ECS also maintains a database of subsurface and project specific data for each project completed. The database also includes geotechnical reports performed by other consultants that have been provided to us by clients.

The red circles on the map below represent past geotechnical studies in our database in the vicinity of the project. As you can see there are number of projects in the vicinity of your project.



PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal received from Origin Design via email on October 18, 2024. We have also reviewed **our previous subsurface exploration at the project site in 2011 (ECS Project No. 16:8476)** and the available geologic and geotechnical information in our files in vicinity of the site.

Anticipated Soil Conditions: Based on our previous geotechnical subsurface exploration at the project site, the site subsurface soils are anticipated to consist of primarily granular soils (i.e., sand, gravel and silt having very loose to dense relative density) with intermediate layers of clayey soils (i.e., silty clay having stiff to hard relative consistency). It is anticipated that rock (weathered limestone) can be encountered between elevations 577 and 597.

Existing Site Conditions

The project site is located at 1600 West Brookmont Boulevard in Kankakee, Kankakee County, Illinois. The site is currently occupied by the Kankakee River Metropolitan Agency and is bounded to the north by a wooded area, to the west by Kankakee River, to the south by Helgeson Park and to the east by Blatt Boulevard, Valley Avenue, Riverlane Drive, West Brookmont Boulevard and residential homes. Based on our review of available online resources, (i.e., Google Earth), the existing site grades within the limits of the project appear to range from about EL. 597 feet to EL. 642 feet above mean sea level.

Project Description

ECS understands the proposed development will include improvements to the Kankakee River Metropolitan Agency Wastewater Treatment Plant, which consist of the following proposed structures and additions:

- Structure 26 (aeration tank),
- Structure 30 (sludge densification structure),
- Structure 36 (two 120-foot diameter secondary clarifiers),
- Structure 38 (mixed liquor splitter structure),
- Structure 41 (RAS pumping station),
- Structure 46 (blower building),
- Structure 60 (anaerobic digester),
- Structure 60 (basement addition),
- Structure 68 (covered biosolids storage building, and
- General site road improvements

The proposed enclosed buildings are expected to consist of precast roof planks, cast-in-place concrete main floor slabs, brick/block exterior above-grade walls, concrete basement walls, and cast-in-place basement floor slabs. The proposed Structure 68 will be an open-air pre-engineered metal building with concrete push walls at the perimeter. Each of the open tank structures will consist of a cast-in-place concrete, below-grade base slab and cast-in-place concrete walls.

Design is in the preliminary phases. Information regarding structural loads and proposed finished floor and footing elevations is currently not available. ECS understands anticipated wall gravity loads will be provided prior to field explorations. ECS anticipates maximum tolerable total and differential settlements for new foundations and slabs are ½ are 1 inch, respectively.

A topographic drawing and grading plan was not available at the time of this proposal. ECS should be provided with topographic drawings and a grading plan prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

GEOTECHNICAL SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact JULIE, Inc. the public utility to locate underground utilities at the site. Typically, JULIE, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that JULIE, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have** included the cost of a private utility line locator in our "Base Services". Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on our review of available aerial photographs, the site appears to be readily accessible to drilling equipment. Structures 26 and 46 are planned to be located on the northern portion of the site within an existing wooded area with shrubs and tall grass present. Therefore, we anticipate that clearing may be required to provide drill rig access to the proposed soil test borings within the limits of the proposed Structures 26 and 46. A separate line-item cost to perform clearing and grubbing if required to perform borings in the areas of Structure 26 and 46. If site clearing is required and authorized, indicate your request for their services on the attached Proposal Acceptance sheet. Please note that minimum 10-foot-wide cleared paths will result. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths.

Additionally, any existing pavements may require coring to access the subgrade. The price for coring at the proposed boring locations has not been included in our fee. Regarding site access, we have made the following assumptions:

- This proposal assumes that no special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.
- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.

- Traffic control (signage, flaggers, arrow boards, etc.) is not required for drilling on or near existing streets or roadways.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

a. Field locate the test locations by handheld GPS unit / taping and pacing from existing site features / available plans. Elevations will be interpolated from the plans provided/or referenced from published topographical maps.
b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
c. Mobilize a truck-mounted drilling rig to the site.
d. Perform twenty-one (21) soil test borings (ASTM 1586 Standard Sampling) within the limits of the proposed structures shown on the table below.

Proposed Structure /Site Feature	Proposed Drilling	Total Linear Feet of Drilling
Structure 26	3 SPT* Borings @ 30 ft deep	90
Structure 30	1 SPT* Borings @ 25 ft deep	25
Structure 36	3 SPT* Borings @ 25 ft deep	75
Structure 38	1 SPT* Borings @ 25 ft deep	25
Structure 41	1 SPT* Borings @ 25 ft deep	25
Structure 46	2 SPT* Borings @ 30 ft deep	60
Structure 60	3 SPT* Borings @ 30 ft deep	90
Structure 68	2 SPT* Borings @ 25 ft deep	50
Pavement Improvements	5 SPT* Borings @ 10 ft deep	50
	Total Drilling Footage	**490**

*Standard Penetration Test

e. Perform testing and sampling in general accordance with ASTM standards and local practices.
f. Measure the depth of groundwater within each exploration location at the time of drilling [and/or at 24 hours and prior to backfilling].
g. Obtain bulk samples of auger cuttings from select borings for laboratory testing.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the asphalt or concrete surface with cold mix asphalt patch or quick setting concrete of an equivalent or greater thickness. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

If site clearing is required and authorized, please note that minimum 10-foot-wide cleared paths will be made. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths. Our cost estimate does not include any restoration of cleared areas, moving/chipping of felled trees, etc. If there are any areas where clearing is not to be performed (such as in Resource Protection Areas (RPA), wetlands, or other areas), those areas must be clearly marked on plans provided to us and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

- Visual classification of the collected soil samples by a geotechnical engineer based on ASTM D2488 (visual-manual) procedure.
- Perform calibrated hand penetrometer resistance tests on select cohesive soil samples.
- Perform natural moisture content tests (ASTM D2216) on select cohesive soil samples.
- Perform up to three (3) gradation analysis (ASTM D421, D422 and/or D1140) on select soil samples.
- Perform up to two (2) Atterberg Limits tests (ASTM D4318) on select clayey soil samples, if expansive in nature.
- Perform organic content testing (ASTM D2974), if necessary.

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

a. A review of published soils mapping and/or geologic information.
b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
c. A description of the field exploration and laboratory tests performed.
d. A site location diagram and a field exploration diagram.
e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
g. Discussion of the subsurface materials encountered along with groundwater conditions observed.

h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
i. Recommendations for appropriate shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement. If required, we will provide recommendations for suitable intermediate foundations, ground improvement options, or deep foundations in the event estimated settlements of shallow foundations are not tolerable.
j. Recommendations for slab-on-grade/structural floor slabs including recommendations for subgrade improvements and underslab subdrainage recommendations, as necessary.
k. Design and construction recommendations for below-grade walls, including lateral earth pressures.
l. Design and construction recommendations for site retaining walls, including lateral earth pressures, sliding resistance coefficients, and allowable bearing pressures.
m. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill to support grade slabs and pavements. We will also include compaction recommendations and suitable material guidelines.
n. General recommendations for pavement construction including recommended preliminary flexible pavement (asphalt) and rigid pavement (concrete) sections based on estimated CBR value (or laboratory CBR value if laboratory CBR testing is selected) and [estimated/provided] traffic loading.
o. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2018).
p. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

OPTIONAL GEOTECHNICAL SERVICES

In addition to the scope of services described above, we can incorporate additional services to benefit your project greatly. We have provided a summary of each optional service below for your consideration. If you would like us to perform any of the optional services listed below, please indicate so in the space provided on the Proposal Acceptance page.

Seismic Site Classification Testing (ReMi Testing)

The International Building Code (IBC 2018) governing building design requires the geotechnical engineer to render an opinion on the Seismic Site Class Definition. The Site Class can be assessed using conventional soil boring data; however, this approach often results in conservative Site Class definitions. A conservative or “soft soil profile” Site Class definition can add significant costs to some building’s structural and/or mechanical elements.

If desires, ECS can utilize geophysical testing equipment to evaluate the seismic shear wave velocities of the site soils and rock, if present, to a depth of up to 100 feet. The test is performed at the existing ground surface and utilizes geophones laid out along predetermined lines. Using this testing method often yields a more representative and less conservative Site Class than using conventional soil boring data. We utilize the Refraction Microtremor (ReMi) method that can evaluate seismic shear velocities from the ground surface to a depth exceeding 100 feet. The data will be processed using SeisOpt® ReMi™ software to establish a one-dimensional average shear-wave (S-wave) structure, which will yield the Site Class.

ECS proposes performing two (2) ReMi testing (i.e., 2 lines) at the project site (one test on the northern portion of the site and one test on the southern portion of the site). The cost of performing this optional Seismic Site Class ReMi testing service would be an additional **$2,900 per test**.

CBR Testing

If requested, we can perform laboratory California Bearing Ratio (CBR) test within the proposed pavement subgrade zone (approximately 2 to 3 feet below finished pavement section elevation). The CBR test would include a Modified Proctor density test and allow us to get a better understanding of the subgrade support characteristics of the onsite materials. The CBR test results may allow us to recommend a thinner pavement section. Please note that based on the provisions of the Illinois Department of Transportation's Geotechnical Manual, Appendix B.2.1 (*'IBR Test'*), Paragraph (a), "*(…) the IBR is assumed to have the same numerical value as the CBR for design purposes (…)*". As such, the above results are considered numerically equivalent to Illinois Bearing Ratio (IBR) for design purposes. Therefore, the terms CBR and IBR are used interchangeably in the context.

If more than one type of subgrade material is anticipated/noted below the proposed pavement section, we would recommend collecting additional samples and performing one test per subgrade material type. The cost of performing this optional CBR testing service would be an additional **$950 per test**.

ENVIRONMNETAL SCOPE OF SERVICES

In an effort to evaluate soil disposal options, you have requested that ECS to perform screening and sampling of on-site soils. To meet this objective, ECS proposes the following tasks:

Soil Screening

As requested, ECS will screen the recovered soil using a photoionization detector (PID) and record the readings on the soil boring logs. Readings will be taken in the field by placing a portion of the sample in a Ziploc® bag, allowing the sample to reach room temperature, inserting the PID probe into the corner of the bad, and recording the highest reading.

PIP Evaluation

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)], Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only. ECS will perform a PIP evaluation in general accordance with CCDD regulations and provide a report of our findings.

If the site is determined to not be a PIP, ECS proposes to collect soil samples from seven geotechnical soil borings for pH analysis via Method 9045. The soil samples will be analyzed on a standard (5-7 business day) laboratory turnaround basis unless otherwise requested.

Following receipt of laboratory analytical data which indicates pH concentration within the acceptable range, ECS will prepare a letter for the site recommending that the property owner sign the LPC-662 certification which certifies that the site is not a PIP, and the soil is presumed to be uncontaminated.

If the site is identified as a PIP, ECS will perform soil sampling and analysis required for completion of the LPC-663 certification as summarized below.

CCDD Sampling & LPC-663 Certification

In order to characterize soils slated for off-site disposal from a "site" identified as a PIP, ECS will collect soil samples from the seven geotechnical soil borings for the purpose of Uncontaminated Soil Certification pursuant to 35 III. Adm. Code 1100, *Clean Construction Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations*.

ECS proposes to collect seven soil samples for chemical analysis. The soil samples will be collected from the geotechnical soil borings and associated depth interval exhibiting the greatest potential for possible impacts (visual, olfactory, PID readings, etc.).

Following sample collection, the soil samples will be placed in clean jars/vials supplied by the analytical laboratory. Soil samples for analysis of VOCs will be collected and preserved in accordance with EPA Method 5035 sampling protocols. The sample jars/vials will be filled as completely as possible to minimize headspace; the jars/vials will then be labeled and placed in a chilled cooler for transport to the analytical laboratory. Standard chain of custody protocols will be maintained throughout the sample handling process.

CCDD Soil Sample Analysis

ECS proposes to collect three soil samples and analyze for the following:

Number of Samples	Analytical Parameters
Soil	
7	VOCs, SVOCs, Pesticides, PCBs, PP Metals/Cyanide, and pH

VOCS – Volatile Organic Compounds via Method 5035/8260B
SVOCs – Semi-volatile Organic Compounds via Method 8270
PCBs – Polychlorinated biphenyls via Method 8082
Pesticides – Via Method 8081
PP Metals/Cyanide– Via Method 6020/7471/9014
pH – Via Method 9045

The soil analysis will be performed by an Illinois EPA accredited analytical laboratory. The analyses will be performed on a standard (5-7 business day) turnaround basis, unless otherwise requested.

Data Evaluation and Report Preparation

ECS will compare the soil data to the numerical standards listed in 35 Ill. Adm. Code 1100, Subpart F, Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material at Regulated Fill Operations (MACs) for the contaminants of concern. These comparisons will be used to gauge the relative severity of chemical impacts, if any. If the soil is determined to be non-impacted, ECS will also provide the IEPA *Uncontaminated Soil Certification Form (LPC-663)* and certification by our P.E. that the soil is not contaminated. *Please note that if the soils are found to be impacted additional analyses (specific to the appropriate landfill that can accept impacted soils) may be required prior to acceptance. Costs associated with these additional landfill specific analyses are not included in this proposal.*

FEES

Geotechnical Scope Fee

ECS will provide the geotechnical services outlined in this proposal ("Base Services") for a lump sum fee as noted below, plus any optional services authorized. *It is currently unknown if Illinois Prevailing Wage Act will apply or not to drill crews in the field that will be operating machinery and performing the duties of the requested drilling activity. As such, ECS has provided cost based on both prevailing wages and non-prevailing wages, whichever is applicable.*

Prevailing Wages: If Illinois Prevailing Wage Act will apply for drilling operations, ECS will provide the **geotechnical services** outlined in this proposal ("Base Services") **for a lump sum fee of $ 35,900 based on prevailing wages, plus any optional services authorized**.

Non-Prevailing Wages: If Illinois Prevailing Wage Act will not apply for drilling operations, ECS will provide the **geotechnical services** outlined in this proposal ("Base Services") **for a lump sum fee of $ 21,800 based on non-prevailing wages, plus any optional services authorized**.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

Optional Geotechnical Services
ECS will provide the proposed optional scope of services discussed previously for the following fees:

Task Description	Proposed Fee	Fee Type
Tree Clearing/Grubbing	**$5,000**	**Estimate***
Seismic Site Class (ReMi) Testing (2 Tests/Lines)	**$ 2,900**	**Lump Sum**
Laboratory CBR Testing	**$ 950**	**Per Test**

*Actual cost plus 20% will be invoiced if tree clearing/grubbing is necessary.

Environmental Scope Fees

ECS will provide our environmental services on a Lump Sum cost-basis in accordance with the fees depicted on the detailed "Cost Estimate" below, plus any optional services authorized . We have provided a total cost based on the scope of services described above. The Lump Sum cost for the environmental scope of work detailed in this proposal is as noted below:

- PIP Evaluation/pH analysis/LPC-662 $ 4,100
- CCDD Soil Sample Analysis (7 samples)*: $ 6,300
- CCDD Report Preparation & LPC-663 Certification: $ 1,500
- Soil Screening Activities (5 days): $ 5,000
- Project Management: $ 750
- **Total: $ 17,650**

***If required or requested, additional CCDD samples will be billed at a rate of $900/sample and additional days of soil screening will be billed at a rate of $1,000/day**

The environmental fees outlined above assume that the on-site soil sampling activities will be performed in conjunction with the Geotechnical Testing.

GRAND TOTAL SCOPE FEES (GEOTECHNICAL AND ENVIRONMENTAL SERVICES):

- **$ 35,900 + $ 17,650 = $ 53,550 If Illinois Prevailing Wage Act Will Apply)**
- **$ 21,800 + $ 17,650 = $ 39,450 If Illinois Prevailing Wage Act Will Not Apply)**

SCHEDULE - GEOTECHNICAL SERVICES

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

Task	Approximate Schedule
Mobilization	2 to 2½ weeks
Field Exploration	5 to 6 days
Laboratory Testing	5 to 7 days
Engineering Report	2 weeks
Total	5 to 6 weeks

If there is a specific due date for the report, please let us know. Verbal comments on findings can be provided within 5 days of completion of the borings, if requested.

SCHEDULE – ENVIRONMENTAL SERVICES

We anticipate that the PIP evaluation can be completed within 15 business days of notice to proceed. We anticipate that the fieldwork for the environmental subsurface investigation will be completed in conjunction with the Geotechnical Engineering schedule. The soil sample analysis will be performed on standard (7-10 business day) turnaround basis. ECS will provide a verbal report of the findings following receipt of the laboratory data; a written report will be provided approximately 1 week following receipt of laboratory data. This schedule is largely dependent on subcontractor participation. This schedule also assumes that ECS will have timely access to the Subject Property and that the work will not be delayed by inclement weather.

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC

Danilo A. Guevarra
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Drew Ptak, P.E.
Geotechnical Dept. Manager, Principal
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Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.:	16:24516
Scope of Work:	Subsurface Exploration, Geotechnical Engineering and Environmental Services
Project:	KRMA WWTP Improvements
Location:	1600 West Brookmont Boulevard, Kankakee, Kankakee County, Illinois
Base Services:	**$ 53,550 If Prevailing Wages Will Apply** ❑ **Yes** ❑ **No**
	$ 39,450 If Non-Prevailing Wages Will Apply ❑ **Yes** ❑ **No**

Client Signature: _____ Date: _____

Printed Name: _____ Title: _____

Optional Geotechnical Services

Tree Clearing/Grubbing ($5,000 Estimated – Actual Cost Plus 20% Will Be Invoiced):	❑ Yes ❑ No
Seismic Site Classification (ReMi) Testing ($2,900 for 2 tests):	❑ Yes ❑ No
Laboratory CBR Testing ($950/test): No. of Tests ____	❑ Yes ❑ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Contact Person: _____

Telephone No. of Contact Person: _____

Email of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Billing Address: _____

_____

Telephone Number: _____

Fax Number: _____

Client Project/Account Number: _____

Special Conditions for Invoices: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- *Phase I, II and III Environmental Site Assessments* - *Wetlands Delineations* - *Asbestos/Lead Paint Services Indoor Air Quality/Mold Services* - *Natural Resources* - *Groundwater Remediation*	- *Third Party Mechanical, Electrical, Plumbing Inspections Services* - *Construction Materials Testing and Special Inspections* - *LEED® Consulting Services* - *Geo-Structural Design*	- *Building Envelope, Roofing, and Waterproofing Consultation* - *Specialty Materials and Forensics Testing* - *Monitoring Services* - *Pre- and Post-Construction Condition Assessments*

ECS Midwest, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

MIDLAND STANDARD ENGINEERING & TESTING, INC.
410 Nolen Drive, South Elgin, Illinois 60177
(847) 844-1895 f (847) 844-3875

October 28, 2024

Mr. David A. Tyson, P.E., Executive Director
Kankakee River Metropolitan Agency
1600 West Brookmont Boulevard
Kankakee, Illinois 60901

Submitted to: Eric Helminiak eric.helminiak@orgindesign.com
Daniel Small Daniel.Small@strand.com

Re: Proposal for Geotechnical Exploration and Analysis
KRMA WWTP Improvements
Kankakee, Illinois

Dear Mr. Tyson:

We are pleased to submit this scope of work proposal for the performance of a geotechnical exploration and analysis at the above referenced project.

Purpose
The purpose of the subsurface exploration will be to provide information regarding the engineering characteristics of the soils for the following improvements:

- Structure 26: Aeration Tank
- Structure 30: Sludge Densification Structure
- Structure 36: Secondary Clarifiers
- Structure 38: Mixed Liquor Splitter
- Structure 41: RAS Pumping Station
- Structure 46: Blower Building
- Structure 60: Anaerobic Digester
- Structure 68: Covered Biosolids Storage Building
- General Site Road Improvements

Additionally, we will provide information regarding the groundwater conditions for use in the design plan.

Scope

The exploration, testing and analysis will include the following as requested by the RFP provided by Origin Design dated October 18, 2024.

- Layout boring locations in field utilizing Trimble® Catalyst GNSS Receiver. Provide locations in State Plane Coordinate System and Ground Surface Elevations. Perform JULIE locate to identify public utilities. Perform a private utility locate utilizing ground penetration radar (GPR) at each boring location prior to drilling.

- Determination of the engineering properties including classification, moisture content, density, strength and settlement characteristics of the subsurface materials encountered.

- Provide recommendations for foundation and slab support. Identify depth/elevation to suitable bearing soils and provide allowable bearing pressures considering total and differential settlement to be used for design.

- Provide discussion/recommendations for ground improvements and deep foundation design if deemed necessary.

- Discuss feasibility of anchoring tank structure base slabs and basement slabs to rock for buoyant uplift resistance during flood conditions.

- Provide lateral earth pressures for design of below grades structures and earth retaining structures.

- Provide design parameters for temporary excavation bracing.

- Provide design recommendations including Illinois Bearing Ratio (IBR) for design of flexible pavements and subgrade modulus for design of rigid pavements and structural slabs.

- Provide Seismic Design Site Class in accordance with the 2018 International Building Code.

- Provide recommendations for general site work including site fill, construction backfill and subgrade preparation for support of structures, slabs and site pavements.

- Provide Environmental Engineering Services which include providing an EDR Radius Map to identify potentially impacted properties. Samples will be selected for laboratory testing and IEPA LPC-662 certification will be provided for materials suitable for disposal as CCDD. Alternate services may be necessary if radius mapping indicate PIP in area as discussed as Additional Services.

The field investigation will consist of drilling exploratory test holes to investigate the subgrade soil and groundwater conditions. The proposed boring program consists of 8 structure borings to thirty (30) feet, 8 structure borings to twenty-five (25) feet and 5 profile borings to ten (10) feet. Bedrock is anticipated and borings will be ended upon auger refusal in the bedrock. Up to twenty (25) feet of rock coring samples is anticipated for budgeting purposes.

Method of Performance & Timing

After notice to proceed, representatives for Midland Standard Engineering & Testing, Inc. will layout boring locations and perform a utility clearance. Mobilization of drilling equipment and personnel will occur after utility clearance is complete. Assuming Notice to Proceed is provided by November 28, 2024, field work would be completed within 6 weeks (1/9/25) and the final report within 10 weeks (1/30/25) per the timeline requested in the RFP.

Our testing program will include laboratory tests to determine the classification, strength, water content, density, and other physical properties of the soils. The results of the field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer licensed in the state of Illinois.

Fee

It is proposed that our fee be determined on a unit rate basis in accordance with the items listed on the attachments and our Schedule of Fees and General Conditions. The total cost for the scope of work is estimated at:

Geotechnical Exploration & Analysis:	$40,458.00
Environmental Engineering Services (LPC-662):	$1,300.00
Total Budget	**$41,758.00**

We will not exceed this amount without prior authorization.

Additional Services

If EDR Radius Mapping identify Potentially Impacted Property (PIP), additional analytical testing may be necessary to identify potential per IEPA LPC-663 documentation. If authorized this sampling and testing may be performed for an additional budget of **$5,925.00** as outlined in Attachment 2.2.

Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Respectfully Submitted,
MIDLAND STANDARD ENGINEERING & TESTING, INC.

Michael H. Prigge, P.E.
Project Engineer

Attachment: Attachment 1-Schedule of Services & Fees
Attachment 2.1-CCDD Certification IEPA LPC-662
Attachment 2.2 ADDITIONAL SERVICES – CCDD Certification IEPA LPC-663

ACCEPTED THIS_____DAY OF_____, 20_____

BY:_____

TITLE:_____

FIRM:_____

ATTACHMENT 1

SCHEDULE OF SERVICES AND FEES

KRMA WWTP Improvements - 1600 West Brookmont Boulevard
Kankakee, Illinois

Task	Estimated Quantity	Unit Cost	Extension
Field Services			
Mobilization, Drill Rig and Personnel, LS	1	$720.00	$720.00
Mobilization, Support Vehicle, per day	4	$300.00	$1,200.00
Boring Access, Clearing Shrubs/Tall Grass, per hr.		$300.00	
Private Utility Locate w/ GPR, LS	1	$6,000.00	$6,000.00
Boring Layout with GPS and Utility Clearance, per hour	8	$180.00	$1,440.00
Structure Boring w/ SS Sampling (25-30'), ea.	16	$600.00	$9,600.00
Roadway Boring w/ SS Sampling (10'), ea.	5	$230.00	$1,150.00
Shelby Tube Sampling & Handling, ea.	5	$95.00	$475.00
Field Engineer/Geologist, per hour	32	$105.00	$3,360.00
Photoionization Detector (PID), per week	1	$375.00	$375.00
Rock Coring			
Rock Core Setup, ea.	3	$175.00	$525.00
Rock Core, per l.f.	25	$36.00	$900.00
Rock Core Boxes, ea.	6	$18.00	$108.00
		Field Services Total:	***$25,853.00***
Laboratory Testing Services			
Moisture Content Determination, each	170	$6.00	$1,020.00
Unconfined Compression (RIMAC), each	as required	$15.00	included
Unconfined Compressive Strength (Rock), each	1	$125.00	$125.00
Consolidation Properties of Soil, each	2	$650.00	$1,300.00
Grainsize Analysis w/ Hydrometer, each	3	$135.00	$405.00
Atterberg Limit Determination, each	3	$115.00	$345.00
		Laboratory Testing Services Total:	***$3,195.00***
Engineering Services			
Principal Engineer, per hour	8	$145.00	$1,160.00
Geotechnical Engineer, per hr.	16	$135.00	$2,160.00
Project Engineer, per hr.	20	$110.00	$2,200.00
Staff Engineer, per hr	24	$100.00	$2,400.00
Draftman/Word Processing, per hour	10	$85.00	$850.00
Review Comments/Consultation, per hr.	24	$110.00	$2,640.00
		Engineering Services Total:	***$11,410.00***
		Project Total:	***$40,458.00***

ATTACHMENT 2.1
KRMA WWTP Improvements
IEPA Form 662

Obtain EDR Radius Map identifying sources of potential nearby contamination for each study location Obtain samples of various soil strata from the boring locations in the areas of the planned excavation for the various structures. Samples will be screened in field with a PID and discreet samples will be selected for laboratory testing. . Certification per IEPA LPC-662 will be provided for samples suitable for disposal at a CCDD facility. A minimum of three (3) local CCDD facilities will be provided upon certification of the soils.

	UNIT PRICE	EST QTY	BUDGET EXTENSION
LABORATORY TESTING			
Sample Kit, each	$20.00	0	
VOC, each	$180.00	0	
SVOC, each	$300.00	0	
Pesticides/PCBs, each	$180.00	0	
PNA's, each	$200.00	0	
RCRA Metals, each	$150.00	0	
SPLP Lead, each	$150.00	0	
pH, each	$30.00	25	$750.00
Sample Delivery, each	$75.00	0	
EDR Radius Map, each	$300.00	1	$300.00
LABORATORY TESTING SUBTOTAL			**$1,050.00**
ENGINEERING SERVICES AND REPORT			
Services required for coordination,utility clearance data review,			
preparation of IEPA LPC 662 report.			
Principal Engineer, each	$250.00	1	$250.00
ENGINEERING SERVICES SUBTOTAL			**$250.00**

PROJECT TOTAL
$1,300.00

ATTACHMENT 2.2 - ADDITIONAL SERVICES
KRMA WWTP Improvements
IEPA Form 663

Obtain samples of various soil strata from the boring locations in the areas of planned excavations for the various structures. Samples will be screened with a PID and discreet samples will be selected for analyitical testing to meet the requirements for CCDD certification per IEPA LPC-663.

	UNIT PRICE	EST QTY	BUDGET EXTENSION
LABORATORY TESTING			
Sample Kit, each	$20.00	5	$100.00
VOC, each	$180.00	5	$900.00
SVOC, each	$300.00	5	$1,500.00
Pesticides/PCBs, each	$180.00	5	$900.00
PNA's, each	$200.00	0	
RCRA Metals, each	$150.00	5	$750.00
SPLP/TCLP, each	$150.00	5	$750.00
pH, each	$30.00	5	$150.00
Sample Delivery, each	$75.00	1	$75.00
Expedited 3 day Turn Around (+50%)	$495.00	0	
Expedited 1 day Turn Around (+100%)	$990.00	0	
LABORATORY TESTING SUBTOTAL			**$5,125.00**
ENGINEERING SERVICES AND REPORT			
Services required for coordination, utility clearance,			
data review, preparation of IEPA LPC 663 report.			
Principal Engineer, each	$800.00	1	$800.00
ENGINEERING SERVICES SUBTOTAL			**$800.00**

PROJECT TOTAL
$5,925.00

Construction Monitoring & Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering & Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation Condition Surveys
Dams and Drainage Studies

November 1, 2024

Mr. David A. Tyson, P.E. – Executive Director
Kankakee Rain Metropolitan Agency
1600 West Brookmont Boulevard
Kankakee, IL 60901

PROPOSAL AND CONTRACT
Subsurface Exploration, Laboratory Testing, Geotechnical Engineering and Analysis for the Proposed KRMA WWTP Improvements, Kankakee, IL

Dear Mr. Tyson,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. Our proposal is based upon our experience on similar projects and the criteria in the RFP documents of October 18, 2024. We have reviewed the provided information and have based the quantity, locations and depths of borings upon the data provided and as stated in the RFP documents.

SEECO proposes to perform 21 soil borings to the following depths below the existing ground surface, or refusal depending on what is achieved first, at the stated locations:

Soil Borings per Structure

Structure 26: Aeration tank	3 soil borings up to 30'
Structure 30: Sludge densification structure	1 soil boring up to 25'
Structure 36: Two 120 foot diameter secondary clarifiers	3 soil borings up to 25'
Structure 38: Mixed liquor splitter structure	1 soil boring up to 25'
Structure 41: RAS pumping station	1 soil boring up to 25'
Structure 46: Blower building	2 soil borings up to 30'
Structure 60: Anaerobic digester	2 soil borings up to 30'
Structure 60: Basement addition	1 soil boring up to 30'
Structure 68: Covered biosolids storage building	2 soil borings up to 25'
General site road improvements	5 soil borings up to 10'

A rubber tire all terrain vehicle mounted drill rig will be utilized to drill and stand penetration test split spoon sample the borings. Boring depths will be to stated depth, or refusal, whichever is achieved first. Up to twenty-five (25) total linear feet of NX size rock coring while onsite perming the borings is included. Locations will be in general accordance with the site drawing provided and anticipated to be performed in locations posing minimal conflict with traffic. SEECO will stake the boring locations in the field. Locations may be offset if required due to utilities or landscape issues. Elevations will be interpolated from a topographic survey to be supplied to us.

It is assumed that the KRMA will provide as built drawings to help locate proprietary subsurface utilities. If needed due to insufficient as-built underground utility information is available, a Ground Penetrating Radar Survey will be performed on the property to identify potential buried utilities, if any. Ground Penetrating Radar (GPR) is a non-destructive testing technology that sends a series of radar pulses below the ground surface which reflect back off of anomalies below. As the radar pulses pass through the ground, the waves bend slightly when encountering a material with differing physical properties, particularly density and conductivity. Thousands of pulses are sent and received in a small area, and the

received signals are combined to form a real-time image of what is in the ground. The various places where the radar waves bend are displayed as anomalies which can be interpreted as steel pipes, PVC conduits, underground storage tanks, voids, foundations, etc. One of the many advantages of this technology is the ability to locate non-metallic objects as well as determining depth to the object. This work should result in minimizing the chance of drilling into subsurface utilities. Any located lines would be marked on the ground. The survey would limited to the boring locations and the cost would be provided based upon the extent of services required since some locations may have sufficient data available.

The resulting samples will be returned to our Geotech laboratory for testing and analysis. The testing program will include visual classification, moisture content and unconfined compressive strength utilizing a calibrated penetrometer on all cohesive samples. One (1) sample per borehole will be tested for pH.

As part of the IEPA requirements for Source Site Certification and Demolition Debris/ Uncontaminated Soil Fill Operation (CCDD) SEECO proposes to perform CCDD services. Due diligence will include review of readily available IEPA databases and aerial photographs to determine whether the site is, or is adjacent to a Potentially Impacted Property (PIP). As part of the criteria for SEECO to provide a Professional Engineer's Certification of Commercial or Industrial sites (including on ROW sites) on the IEPA LPC-663 Form, all soil samples obtained during the geotechnical investigation will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material.

Due to the industrialized operations at the sites, the site is a PIP. Therefore, three (3) representative discrete soil samples determined by field observations to be the most conducive to transmitting potential contamination will be chemically analyzed by an Environmental Laboratory for the following parameters: VOCs, SVOCs, Total 8 RCRA Metals and pH. This information will be documented on the IEPA LPC-663 form. If chemical analysis results indicate no contamination above MAC Table objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. Stated testing parameters should, based on current landfill requirements, meet the requirements of most CCDD facilities. Assuming environmental test results and pH test results meet the MAC Table requirements, the LPC 663 Form will be prepared.

Note: CCDD services assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. The report will include copies of the reviewed databases, chemical laboratory test results and the executed LPC 663 Form assuming the site is acceptable for CCDD disposal.

Upon completion of the field and laboratory work, a written geotechnical report will be prepared under the direction of a Professional/Structural Engineer licensed in Illinois. The report will include encountered subsurface soil conditions, laboratory test data and a boring location plan. The report will address structure foundation recommendations, utility installation recommendations, pavement recommendations, potential groundwater issues and general construction considerations. Applicable criteria stated in the RFP will be addressed in the report.

Based upon the aforementioned Scope of Services, the cost will be as follows:

Geotechnical Study as Stated	$41,115.00
Hand Site Clearing for borings for structures 26 and 46 – 1 day (25 lineal feet included in base scope)	$ 2,500.00
CCDD Services as Stated	$ 2,100.00
Plan Review	$ 800.00
Additional NX Size Rock Coring while on site while drilling	$ 190.00/L.F.
Additional drilling & sampling while on site	$ 39.00/L.F.
Surcharge for difficult drilling (N≥50 bpf, rubble, debris, concrete, boulders, etc.)	$ 39.00/L.F.

If awarded this work, SEECO can meet the schedule, assuming work is awarded by November 28, 2024, and weather conditions do not become severely cold (temperatures must be above freezing to core).

It is assumed that no permits or restoration bonds/costs are required. Assumes right of entry will be provided to SEECO. Includes union labor. Weekday/day time work hours are anticipated. Prior approval will be secured from you before the inception of additional work. Borings will be backfilled with drill cuttings and surface patched to match existing. JULIE will be contacted for utility locates.

Invoicing terms are net due 30 days from date of invoice. We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth. Assumes all drilling locations will be accessible to a truck mounted drill rig.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We appreciate the opportunity to offer our services and we are looking forward to working with you on this project.

Respectfully submitted,

SEECO Consultants, Inc.

Donald C. Cassier
Director of Field Services

Collin W. Gray, S.E., P.E.
President

APPROVED:

_____
Name of Firm

_____
Authorized Signature

_____
Date

Please sign one copy and return it to our office and retain one copy for your files.

DCC:lf
Attachments

SEECO Consultants Inc. - General Conditions-11/10

Scope of Work
SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations
It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing
Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites
Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports
All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments
SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices
Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability
SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit $1,000,000) and property damage (limit $1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability
The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed $1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed $1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.