

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF CREST HILL, IL

CPPS NS FILTER SERVICES - 13'D x 6'H – WELL FILTER 11

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 ("SOW1") shall be _____, 20____.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to service its **Well Filter 11** located at **16830 IL-53, Crest Hill, IL 60403** (hereinafter "asset"). This SOW1 shall commence on the Effective Date and shall continue in full force and effect until completion of the specified work as listed below.
3. **Company's Responsibilities & Scope of Work.** This SOW1 outlines the Company's responsibility for the renovation of the above described asset to include the specified work as detailed in **Appendix A**.
4. **Contract Price.** The Asset shall receive the renovation work specified in the above SOW and the contract price shall be **\$220,808.00**.
5. **Payment Terms.** Thirty percent (30%) of the contract price shall be due and payable upon Company's mobilization to the project site. The remaining seventy percent (70%) of the contract price shall be paid to Company in monthly progress payments for all work completed to the reasonable satisfaction of the owner during each calendar month, and the calculation of each monthly progress payment shall be based upon the percentage of the completed SOW during the applicable calendar month. The Company shall invoice the owner for the mobilization charge and the monthly progress payments, and each undisputed invoice shall be due and payable by the owner within thirty (30) days of receipt of the invoice. The Company's failure to submit an invoice pursuant to the schedule outlined in this section shall NOT serve as a waiver of Company's right and entitlement to submit an invoice at a later date for any amount(s) that are properly due and payable
6. **Structure of Asset.** The Company is accepting this Asset under program based upon its existing structure and components. ***Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

8. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment or lead abatement of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (9) environmental controls including dehumidification and auxiliary heating are not included; (10) performance or payment bonds; or (11) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.
9. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).
10. **Warranty:** The Company warrants to Owner ("Warranty"), for a period of one (1) year ("Warranty Period") following the Date of Substantial Completion of the services performed on the applicable asset, that the services: (i) will be performed in accordance with the approved design, plan, and/or specifications, and (ii) will be free from material defects in workmanship under normal and proper use within the Warranty Period ("Covered Defect"). Covered Defects do not include defects caused by fire, war, earthquake, or other earth movement, acts of God, negligence, abuse, the approved design, plan, and/or specifications, alteration, or the presence of gasses or chemicals not typically found in assets of a like-kind. If a defect in workmanship is identified by Owner during the Warranty Period, then Owner shall promptly notify Company of the nature of the defect in writing. Following the receipt of such notice, Company shall inspect the work product to determine if a Covered Defect exists to the reasonable satisfaction of Company. The Company's inspection shall be performed on a date that is mutually agreeable to the Owner, and Company, and the Owner agrees to provide entry to the site and satisfy any other reasonable requests of Company so that it can carry out its inspection. If a Covered Defect exists, Company's sole liability shall be discharged by the Company providing the labor and materials to repair or re-work any part or parts of the work product which prove to be defective. COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. However, notwithstanding the foregoing, Company's warranty does NOT cover the cost of, liability for, or the performance of any repairs or replacements to the Owner's equipment which is required as a result of a coatings failure or any warranty work required under this Proposal. Owner acknowledges and agrees that the limited remedies provided for in this section of the Proposal shall constitute the entire warranty provided by the Company. For purposes of this Warranty, "the Date of Substantial Completion" shall be defined as the date when construction of all the work prescribed by this Proposal is

sufficiently complete on the subject tank so that the Owner can utilize the tank for its intended use.

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER

City of Crest Hill

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By:  _____

Name: Jonathan Cato

Title: Chief Operating Officer

Date: August 4, 2023

Appendix A

Asset

- Asset is 13'D x 12'H vessels for exterior. 13'D x 6'H interior filter area divided in 4 cells.
- Filter media replacement and interior and exterior surface prep and coatings are included.
- Inspection of underdrain components is included. Replacement of underdrain components are not included. Lead times for components (if needed) may exceed several weeks.

Filter Media Replacement:

- Work to be performed on one (1) mobilization.
- Vacuum remove media and dump on site.
- Gravel and anthracite quantities will be installed by hand and inductor method.
- Contractor will disinfect cells and seal up original lids/gaskets for owner.
- Owner to BacTest.

Surface Prep and Coating: Interior

- Sand blast interior cell surfaces SSPC-SP10 Near White.
- Prime coat with SW Corathane Galvapac 1k Zinc at 3-5 mils DFT.
- Stripe coat weld with SW Macropoxy 5500lt at 2-8 mils DFT.
- Full coat SW Duraplate 6000 at 20-40 mils DFT.

Surface Prep and Coating: Exterior

- 4000 psi pressure wash cleaning entire exterior surface.
- SSPC-SP10 Near White blasted failed weld area with small #4 nozzle. Not to exceed 20sqft and not to damage surrounding areas including spray foam ceiling insulation.
- SSPC-SP3 power tool smaller failed areas. Not to exceed 20sqft.
- Spot prime coat blasted and power tooled areas with Macropoxy 646 at 2-8 mils DFT.
- Full prime coat entire vessel exterior with Macropoxy 646 at 2-8 mils DFT.
- Full top coat vessel with Acrolon 218 HS at 3-6 mils DFT. Owner to choose color.

NOTES/EXCLUSIONS:

- Owner shall isolate, and drain the Asset prior to renovation operations.
- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
- Interior disinfection of Asset walls, floor and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is included. Owner shall perform any testing and return of Asset back to service.
- Water and power must be available within 150' of tank.
- Exterior piping surface prep and coating work is not included.
- Electrical work is not included.
- Valve and gasket work and replacement is not included.
- Underdrain, strainer, and nozzle work is not included.
- Airwash and header/lateral work or replacement is not included.
- Interior welding work on walls or false bottom floor where strainers are located is not included.
- Interior surface prep and coating above 4 cells is not included.
- Gravel retaining screen work or replacement is not included.

- Greensand plus media replacement is not included.
- Labor/materials associated with manway removal/replacement is not included.
- Labor/materials associated with underdrain steel false bottom removal, plate patching, coating, reinstallation of false bottom floor and new strainer installation is not included.
- Containment of any kind is not included.
- Equipment protection of any kind is not included.