



**DATE:** March 6, 2023

**MEMO TO:** Jessica Vealitzek, Chair  
Operations Committee  
Gina Roberts, Chair  
Finance Committee

**FROM:** Pati Vitt  
Director of Natural Resources

**RECOMMENDATION:** Recommend approval of a Resolution awarding a Contract for the purchase of one new Marsh Master amphibious track vehicle to Coast Machinery, LLC, in the Contract Price of \$236,700.00.

**STRATEGIC DIRECTIONS SUPPORTED:** Conservation; Leadership; Organizational Sustainability

**FINANCIAL DATA:** Funding for the Marsh Master amphibious track vehicle was approved as part of the adopted FY23 budget for \$225,000.00 (account 27644100-804100). The \$11,700.00 overage is due to supply chain issues and inflation since the original quote was obtained in January of 2022. The total appropriation for equipment for the Natural Resources Department in 2023 is \$590,000.00. Quotes for other equipment budgeted for Natural Resources (Forestry Mower-Mulcher and Forestry Grapple) are \$8,500.00 under budget. The balance for the equipment (\$3,200.00) will be made up by a reduction in spending in the Natural Resources Department Operating Supplies (20564380 643000).

**BACKGROUND:** Prescribed burning and control of herbaceous invasive plants such as Phragmites are important tools required to manage the extensive wetlands that are found across the Lake County Forest Preserves. Approximately 50 miles of District boundaries fall within wetlands and/or open waters that are difficult to navigate for ongoing management. For example, staff have historically installed burn breaks along property boundaries via hand lines to implement controlled burns in these areas, which is labor intensive and carries risk to personnel. In a limited capacity, the District has employed contractors equipped with specialized equipment, a Marsh Master amphibious track vehicle, to establish burn breaks and control invasive species in wetland areas.

Designed and manufactured by Coast Machinery, LLC, the Marsh Master has a long and proven track record for performance and reliability. Coast Machinery, LLC has submitted a letter to District staff stating that it sells Marsh Masters directly to customers and is the sole seller of this equipment. The Natural Resources Department seeks to purchase an MM-2LX Marsh Master to increase the operational capacity of in-house Natural Resources staff. Purchase of this machine will allow staff to install durable firebreaks quickly and safely in wetland areas, treat invasive Phragmites and Cattails in high quality marshland habitat, and create hemi-marsh habitats to support migrating and breeding waterfowl and other bird species.

The unit will be equipped with a fire suppression system to aid in controlled burning, as well as an arm assembly to allow staff to safely remove log jams and beaver dams. The planned uses of this equipment will help the District prevent flooding on neighboring properties, keep the Des Plaines River open for paddle enthusiasts, increase the number of burns conducted in wetlands and increase the District's capacity to control invasive species in marshlands. The versatility of the machine will assist natural resources staff to safely implement management strategies in a variety of habitats that are otherwise inaccessible.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Purchasing Manager, Corporate Counsel.



**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO  
COASTAL MACHINERY, LLC FOR THE PURCHASE OF A  
MARSH MASTER AMPHIBIOUS TRACK VEHICLE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) desires to purchase one new Marsh Master amphibious track vehicle (the “Equipment”); and

**WHEREAS**, the Director of Natural Resources and the Purchasing Manager have determined that the Equipment is available through a single supplier, Coast Machinery, LLC; and

**WHEREAS**, the Director of Natural Resources has negotiated a contract to purchase the Equipment from Coast Machinery, LLC in the amount of \$236,700.00 (the “Contract Price”) in substantially the form attached hereto (the “Contract”); and

**WHEREAS**, the District’s staff, the Purchasing Manager, the Director of Natural Resources, the Operations Committee, and the Finance Committee have reviewed the Contract and recommend that the Board of Commissioners (i) finds that Coast Machinery, LLC is the sole source for the Equipment and (ii) awards the Contract for the purchase of the Equipment to Coast Machinery, LLC in the amount of the Contract Price; and

**WHEREAS**, the Board of Commissioners hereby finds that (i) Coast Machinery LLC is the sole source for the Equipment, (ii) the Equipment is a supply under the control of a monopoly and therefore competitive bidding for the Equipment is impossible, as a practical matter, (iii) the Contract Price is the price that is most advantageous to the District, and (iv) it is in the best interest of the District to purchase the Equipment from Coast Machinery, LLC for the Contract Price pursuant to the Contract; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

**Section 1: Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2: Award of Contract.** A Contract for the Equipment in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Coast Machinery, LLC.

**Section 3: Execution of Contract.** The Executive Director of the District is hereby authorized and directed to execute the Contract in the amount of the Contract Price.

**Section 4: Payments.** The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract’s terms.

**Section 5: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

LAKE COUNTY FOREST PRESERVE DISTRICT  
CONTRACT/BID FOR THE  
PURCHASE OF ONE NEW MARSH MASTER

Full Name of Vendor Coast Machinery, LLC

(\*Vendor)

Principal Office Address 10012 Umbehagen Lane, Baton Rouge, Louisiana 70817

Local Office Address \_\_\_\_\_

Contact Person Matt King, CFO Telephone 225-753-1323

Email matk@marshmaster.com

TO: Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Attention: Michael Zahalka, Buyer II

*Vendor warrants and represents that it has reviewed and understands all documents included, referred to, or mentioned in this set of documents, including any and all Addenda (Nos. N/A)*

1. Proposal to Deliver Products

A. Contract and Products. If this Contract/Bid is accepted, Vendor proposes and agrees that Vendor shall deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Vendor further proposes to:

- (1) Labor, Equipment, Materials and Supplies. Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.
- (4) Miscellaneous. Perform all other things required of Vendor by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Vendor proposes and agrees that the Products shall strictly comply with the specifications attached hereto and by this reference made a part of this Contract/Bid (the "Specifications").

If this Contract/Bid specifies a Product by brand name or model, such specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Vendor may propose to deliver a Product that is a different brand or model, if Vendor provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Vendor proposes and agrees that Vendor shall be responsible and liable for, and shall promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Vendor's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Vendor to correct or replace such Products at Vendor's cost, (iii) obtain new Products to replace the Products that are defective, damaged or nonconforming, and charge Vendor with any excess cost incurred thereby, or (iv) cancel all or any part of any order, or this Contract/Bid. Products so rejected may be returned or held at Vendor's expense and risk.

2. Contract Price Proposal

A. Lump Sum Contract/Bid.

Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

Two Hundred Thirty-Six Thousand Seven Hundred DOLLARS AND Zero CENTS  
(in writing)

\$236,700 DOLLARS AND 00 CENTS  
(in figures)

B. Basis for Determining Prices. It is expressly understood and agreed that:

- (1) All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- (2) Owner is not subject to state or local sales, use and excise taxes; that no such taxes are included in the Schedule of Prices; and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- (3) All other applicable federal, state and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified on page 1 of the Request for Bids, (a) such amount is an estimate only (b) Owner reserves the right to increase or decrease such quantity (c) the total Contract Price to be paid shall be based upon the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner, and (d) that all claim or right to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered, is hereby waived and released.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Net 30 days from date of invoice following delivery of equipment and all paperwork/manuals.

All payments may be subject to deduction or set off by reason of any failure of Vendor to perform under this Contract/Bid.

Payment shall be made in accordance with the Local Government Prompt Payment Act.

### 3. Contract Time Proposal

If this Contract/Bid is accepted, Vendor proposes and agrees that Vendor shall deliver the Products to Owner not later than October 31, 2023.

### 4. Financial Assurance

A. Indemnification. If this Contract/Bid is accepted, Vendor proposes and agrees that Vendor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with Vendor's performance of or failure to perform under this Contract/Bid, including without limitation any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

B. Penalties. If this Contract/Bid is accepted, Vendor proposes and agrees that Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Vendor's performance of or failure to perform hereunder.

### 5. Firm Proposal

All prices and other terms stated in this Contract/Bid are firm and shall not be subject to withdrawal, escalation or change provided Owner accepts this Contract/Bid within ninety (90) days after the date this sealed Contract/Bid is opened.



6. Vendor's Representations and Warranties

In order to induce Owner to accept this Contract/Bid, Vendor hereby represents and warrants as follows:

- A. The Products. The Products and all of their components, for a period of one year after delivery, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Bid, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Bid; and shall be fit, sufficient and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.
- B. Compliance with Laws. Vendor shall ensure that the Products and all of its components shall comply with, and Vendor agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid shall be deemed to be inserted herein.
- C. Not Barred. Vendor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq; or (iii) for any other reason.
- D. Qualified. Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Vendor to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments

In submitting this Contract/Bid, Vendor acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Vendor in this Contract/Bid.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Vendors.
- C. Acceptance. If this Contract/Bid is accepted, Vendor shall be bound by each and every term, condition or provision contained in this Contract/Bid and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.
- E. Time. Time is of the essence of this Contract/Bid and, except where stated otherwise, references in this Contract/Bid to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Vendor or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/Bid shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Bid shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Bid shall be in any way affected thereby.

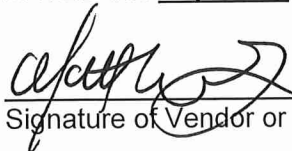
H. Amendments. No modification, addition, deletion, revision, alteration or other change to this Contract/Bid shall be effective unless and until such change is reduced in writing and executed and delivered by Owner and Vendor ("Change Order").

I. Assignment. Neither this Contract/Bid, nor any interest herein, shall be assigned or subcontract in whole or in part by Vendor, except upon the prior written consent of Owner.

J. Governing Law. This Contract/Bid and the rights of the parties under this Contract/Bid shall be interpreted according to the internal laws, but not the conflict of law rules of the State of Illinois.

K. Conflicts of Interest. Vendor represents and certifies that, to the best of its knowledge, (1) no elected or appointed District official, employee or agent has a personal financial interest in the business of the Vendor or in this Contract/Bid, or has personally received payment or other consideration for this Contract/Bid; (2) as of the date of this Contract/Bid, neither Vendor nor any person employed or associated with Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Bid; and (3) neither Vendor nor any person employed by or associated with Vendor shall at any time during the term of this Contract/Bid obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Bid.

DATED this 2nd day of February, 2023

  
\_\_\_\_\_  
Signature of Vendor or Authorized Agent

Matt King  
\_\_\_\_\_  
Printed Name

CFO  
\_\_\_\_\_  
Title / Position

**RETURN THIS COMPLETED DOCUMENT**

**VENDOR STATUS**

VENDOR TO SUBMIT W9 ALONG WITH BID: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor's Status:  LA Corporation  Partnership  Individual Proprietor  
(State) (State)

Vendor's Name: Coast Machinery LLC

Doing Business As (if different): \_\_\_\_\_

Signature of Vendor or Authorized Agent: 

Printed Name: Matt King

{CORPORATE SEAL, IF APPLICABLE} Title/Position: CFO

Vendor's Business Address: 10012 Umbehagen Ln  
Baton Rouge LA 70817

Vendor's Business Telephone: 225) 753-1323 Facsimile: ( )

Vendor's email: mattk@marshmaster.com

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
John B. Coast	Managing Member	10012 Umbehagen Ln Baton Rouge LA 70817
John S. Coast	President	10012 Umbehagen Ln Baton Rouge LA 70817
Matt King	CFO	10012 Umbehagen Ln Baton Rouge LA 70817

**ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Lake County Forest Preserve District ("Owner") this \_\_\_\_\_ of \_\_\_\_\_, 2023.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the Contract Price therefor and supersedes and merges any other prior or contemporaneous discussions, agreements or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled, "Amendment to Contract/Bid." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

LAKE COUNTY FOREST PRESERVE DISTRICT

By: \_\_\_\_\_  
Alex Ty Kovach, Executive Director

# QUOTATION

Quote Number: 10646  
 Quote Date: Jan 11, 2023  
 Page: 1



Voice: (225) 753-1323  
 Fax: (225) 753-0412

BILLING ADDRESS:
LAKE COUNTY FOREST PRESERVE DISTRICT 1899 WEST WINCHESTER ROAD LIBERTYVILLE, IL 60048

SHIPPING ADDRESS:
19808 W GRAND AVE LAKE VILLA, IL 60046

Customer ID	Good Thru	Payment Terms	Sales Rep
LAKE COUNTY FOREST	2/10/23	Net 30 Days	COAS02

Quantity	Item	Description	Unit Price	Amount
1.00	MM-2MX-KC-FF	MARSH MASTER - MM-2MX-KC-FF - S/N: 333____ MM-2MX: MARSH MASTER 2, MAX VERSION. KC: KOHLER ENGINE, HI/LOW FLOW PUMPS & REAR HITCH.	172,275.00	172,275.00
1.00	MM-2LX BLADE	MM-2 RIBBED BLADE	4,500.00	4,500.00
1.00	MM-2MX BASKET	OVERHEAD BASKET	875.00	875.00
1.00	BUGGY JACK	MARSH MASTER JACK - 1 PLATFORM	595.00	595.00
1.00	MM-2MX REAR CAMERA-	REAR VIEW CAMERA WITH IN-CAB DISPLAY. MOUNTED ON OVERHEAD BARS BY REAR TRANSOM.	1,500.00	1,500.00
1.00	MM-2LX CAB BLOWERS	TWO MOUNTED CAB BLOWERS	175.00	175.00
1.00	MM-2LX SPRAYRIG-HYD.	110 GALLON SQUARE HYDRAULIC SPRAY RIG - S/N: _____	4,295.00	4,295.00
1.00	MM-2MX CUTTER	MM-2MX HYDRAULIC DRIVEN ROTARY CUTTER ATTACHMENT - S/N: _____	15,990.00	15,990.00
1.00	MM-2MX BACKHOE	MM-2 BACKHOE W/ THUMB	9,995.00	9,995.00
1.00	MM-2 TRLR ELEC-XL	MM-2XL GALVANIZED FIXED AND TILT DECK TRAILER WITH ELECTRIC BRAKES (LARGER TRAILER FOR HAULING BLADE BUGGY) - VIN: _____	22,500.00	22,500.00
1.00		DELIVERY/1 DAY IN SERVICE TO LIBERTYVILLE IL	4,000.00	4,000.00

*****PLEASE SIGN & RETURN AS ACCEPTANCE OF THIS QUOTE*****		Subtotal	236,700.00
NAME: _____	TITLE: _____	Sales Tax	
SIGNATURE: _____	DATE: _____	Freight	
***** REFERENCE QUOTE # ON PURCHASE ORDER / DEPOSIT*****		<b>TOTAL</b>	<b>236,700.00</b>

DUE TO SUPPLY CHAIN VOLATILITY, PRICES ARE SUBJECT TO CHANGE.  
 IN THE EVENT OF A PRICE CHANGE, YOU WILL BE NOTIFIED 30 DAYS PRIOR TO DELIVERY.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>COAST MACHINERY, LLC</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  S  </u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>10012 UMBEHAGEN LN</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>BATON ROUGE, LA 70817</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
7	2		0	6	9	2	5	0	3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person

Date ▶ 1/10/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



10012 UMBEHAGEN  
BATON ROUGE, LA 70817  
Phone: 225.753.1323  
Fax: 225.753.0412

Machine Designers and Builders

January 11, 2023

To Whom It May Concern,

Coast Machinery, LLC is the manufacturer of the MARSH MASTER<sup>®</sup> amphibious track vehicle. We developed the design and have been building them since 1981. The MARSH MASTER<sup>®</sup> has a 40-year track record of proven capability, reliability, and durability.

We sell direct to the customer only and maintain sole sales, proprietary parts distribution, and marketing rights due to the small market and specialized nature of the equipment we manufacture. We are also the only factory authorized warranty, service, and repair facility.

The MARSH MASTER<sup>®</sup> is truly a unique machine with a long and proven track record for performance and reliability.

Regards,

A handwritten signature in blue ink, appearing to read "Matt King", is written over the typed name.

Matt King

CFO



*"And whatsoever ye do, do it heartily, as  
to the Lord, and not unto men."*

*Colossians 3:23*