

REGULAR BOARD MEETING AGENDA – JANUARY 22, 2019 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. January 7, 2019 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – ESDA Report for January 22, 2019 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
 - 10 – 2. Proclamation for Freeburg Community Consolidated School District 70 Girls Basketball Team – **Exhibit D**
11. Recommendations of Boards and Commissions –
12. Contracts, Releases, Agreements and Annexations – See Resolutions
13. Bids –
14. Resolutions –
 - 14 – 1. Resolution #19-04: A Resolution Authorizing the Village to Enter into and the Mayor to Execute a Professional Services Agreement with Burns and McDonnell for the Wastewater System Improvements Not to Exceed \$1,678,000 – **Exhibit E**
15. Ordinances –
 - 15 – 1. Ordinance #1675 – An Ordinance Amending Chapter 24 of the Revised Code of the Village of Freeburg, Illinois (Traffic Schedules) – **Exhibit F**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, January 16, 2019 – 5:30 p.m. – **Exhibit G**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, January 16, 2019 – 5:45 p.m. – **Exhibit H**
 - 19 – 3. Streets Committee Meeting – Wednesday, January 16, 2019 – 6:00 p.m. – **Exhibit I**
 - 19-3a. Recommend 4-way stop signs at Belleville/White and Belleville/High intersections
 - 19-3b. Recommend Approval of St. Clair County Cencom Dispatching Invoice in the amount of \$34,065.60 – **Exhibit J**
20. Upcoming Meetings
 - 20 – 1. CLOSED IN OBSERVANCE OF MARTIN LUTHER KING JR., DAY – Monday, January 21, 2019
 - 20 – 2. Legal/Ordinance Committee Meeting – Wednesday, January 30, 2019 – 5:30 p.m.
 - 20 – 3. Finance Committee Meeting – Wednesday, January 30 2019 – 5:45 p.m.
 - 20 – 4. Personnel/Police Committee Meeting – Wednesday, January 30, 2019 – 6:00 p.m.
 - 20 – 5. Board Meeting – Monday, February 4, 2019 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

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

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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

VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, JANUARY 7, 2019 @ 7:30 P.M.

EXHIBIT A
VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:31 p.m., on Monday, January 7, 2019, in the Freeburg Municipal Board Room.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Elizabeth (Lisa) Meehling – here; Trustee Ramon Matchett, Jr. – here; Trustee Denise Albers – here; Trustee James (Mike) Blaies – here; Trustee Robert (Bob) Kaiser – here; Trustee Michael (Mike) Heap – here; Mayor Seth Speiser – here: (7 present, 0 absent) Mayor Seth Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, December 3, 2018, for approval.

Trustee Elizabeth (Lisa) Meehling motioned to accept the minutes from the Regular Board Meeting Monday, December 3, 2018 and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, December 17, 2018 for approval.

Trustee Elizabeth (Lisa) Meehling motioned to accept the minutes from the Regular Board Meeting Monday, December 17, 2018 and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.

FINANCE: Under Committee Meeting Minutes.

TREASURER'S REPORT: None.

ATTORNEY'S REPORT: None.

EXHIBIT C:

ESDA REPORT: Mayor Seth Speiser called on ESDA Coordinator Gene Kramer. ESDA Coordinator Gene updated us on his ESDA Report on the following:

Village of Freeburg Board Meeting Minutes
Monday, January 7, 2019
Page 1 of 7

1. Attended Ameren Illinois Freeburg Storage Field Training for Emergency Responders.
2. Participated in Salvation Army Team Emergency Radio Network Nationwide HF USB Test.
3. NOAA WPC provides data national map of intense low pressure system followed up by St. Louis NWS notification to EMA/ESDA office concerns.
4. Monitored that EXTREME Southern Illinois – WABASH Co., Illinois was placed under a Tornado Warning.
5. Prepared precipitation recordings from the ESDA office to Zoning Administrator Matt Trout.
6. Prepare Freeburg ESDA Shelter Manager IESMA membership and insurance renewal data.
7. Reviewed Administrator's 2019/2020 budget as it related to Freeburg ESDA.
8. Began response update to Homeland Security ICTAP (Interoperable Communications Tactical Assistance Program) information.
9. Assisted IEMA Communications section personnel on Statewide AIE HF transceiver information.
10. FEMA Region 10 will begin a monthly communications exercise, known as COMMEX, on the third Wednesday of each month.

Gene gave us an update on what to expect on the weather for the rest of the week.

PUBLIC PARTICIPATION: None.

REPORTS AND CORRESPONDENCE:

EXHIBIT D:

ZONING ADMINISTRATOR'S REPORT:

1. Zoning Administrator Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Matt Trout on his Zoning Report. Hearing none, we will move on.

EXHIBIT E:

2. Nevois Construction's Pay Request No. 2: Mayor Speiser stated we have Nevois Construction's Pay Request # 2.

Trustee Denise Albers motioned to Pay Request #2 from Nevois Construction, Inc. and not to exceed in the amount of \$54,000.00 and Trustee Elizabeth (Lisa) Meehling seconded the motion. ROLL CALL: Trustee Denise Albers – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Robert (Bob) Kaiser – aye; Trustee James (Mike) Blaies – aye; Trustee Michael (Mike) Heap – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

EXHIBIT F:

RESOLUTIONS: Mayor Speiser stated we have Resolution #19-01, A Resolution Authorizing the Village to Enter into and the Mayor to Execute a Maintenance Bond Agreement between L.W. Contractors and the Village of Freeburg.

Trustee Michael (Mike) Heap motioned to adopt Resolution #19-01 by title only and Trustee Ramon Matchett, Jr. seconded the motion. ROLL CALL: Trustee Michael (Mike) Heap – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee James (Mike) Blaies – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Robert (Bob) Kaiser – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

EXHIBIT G:

RESOLUTIONS: Mayor Speiser stated we have Resolution #19-02, A Resolution of the Village of Freeburg Approving the Final Plat of “Meadow Pines Subdivision Phase #1,” and Authorizing the Mayor to Sign the Final Plat.

Trustee Michael (Mike) Heap motioned to adopt Resolution #19-02 by title only and Trustee Elizabeth (Lisa) Meehling seconded the motion. ROLL CALL: Trustee Michael (Mike) Heap – aye; Trustee Elizabeth (Lisa) Meehling. – aye; Trustee James (Mike) Blaies – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Ramon Matchett, Jr. – aye; Denise Albers – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

EXHIBIT H:

RESOLUTIONS: Mayor Speiser stated we have Resolution #19-03, A Resolution of the Village of Freeburg Authorizing the Village to Enter into and the Mayor to Execute an Agreement to Complete Specific Improvements between the Village of Freeburg and BK Property Development Corp. **ROLL CALL:** Trustee Michael (Mike) Heap – aye; Trustee Elizabeth (Lisa) Meehling. – aye; Trustee Robert (Bob) Kaiser – aye; Denise Albers – aye; Trustee James (Mike) Blaies – aye; Trustee Ramon Matchett, Jr. – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

ORDINANCES: None.
NEW BUSINESS: None.
APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT I:

Legal/Ordinance Committee Meeting:

Trustee Michael (Mike) Heap reported on the Legal/Ordinance Committee Meeting held on Monday, December 17, 2018 at 5:35 p.m.

The following item or items were talked about or discussed:

OLD BUSINESS:

1. Resolutions: Trustee Heap said we discussed the Resolutions. We passed all three resolutions tonight earlier on the agenda.
2. Zoning Report/Nuisance Properties: Trustee Heap stated Zoning Administrator Matt Trout reported issuing two occupancy permits and one building permit to date. Mayor Speiser asked if the drainage issue in front of Bill Herr's property been fixed. Trustee Heap said yes, it has been fixed.
3. Meadow Pines Engineering Plans: Trustee Heap said we discussed Meadow Pines Subdivision, and this was taking care of tonight earlier on the agenda under resolutions.

NEW BUSINESS: None.

EXHIBIT J:

FINANCE:

Trustee Denise Albers reported on the Finance Committee Meeting held on Wednesday, December 17, 2018 at 5:46 p.m.

The following item or items were talked about or discussed:

1. **REVIEW OF BOARD LISTS:** Trustee Albers stated we reviewed the Board Lists. Questions were asked and answered. Trustee Albers stated Village Administrator Tony Funderburg advised the committee we will bring the engineering contract expenses to the Finance Committee meeting from now on. Trustee Albers stated replacement checks were issued for checks that had not been cashed.
2. **REVIEW OF INVESTMENTS:** Trustee Albers said nothing to report on the current CD's. Trustee Albers said, Trustee Blaies asked when the last time we opened a new CD.

Trustee Albers said we do that based on Treasurer Bryan Vogel's recommendations. Trustee Albers said Village Administrator Tony Funderburg said we also have money in the money market accounts earning interest.

Trustee Albers said Treasurer Bryan Vogel advised the committee this is something we need to take a look at. Trustee Albers said Treasurer Vogel said we need 6 -12 month's cash available for expenses, and checking it at all times.

3. INCOME STATEMENT: Trustee Albers said we talked about the remainder of the MFT fund for the budget year. Trustee Albers stated we normally spend the money on culverts, signs and sidewalks. Trustee Albers said Village Administrator Tony Funderburg advised the committee that we are very close to the MFT fund being cleaned up.

TREASURER'S REPORT: Trustee Albers stated Village Treasurer Bryan Vogel has completed July 31, August 31 and September 30, 2018 Treasurer's Reports.

OLD BUSINESS:

1. Newsletter: Trustee Albers said Julie sent the Newsletter over to the Tribune.

NEW BUSINESS: None.

EXHIBIT K:

Personnel/Police Committee Meeting:

Trustee Elizabeth (Lisa) Meehling reported on the Personnel/Police Committee Meeting held on Monday, December 17, 2018 at 6:00 p.m.

The following item or items were talked about or discussed:

POLICE:

OLD BUSINESS:

1. Police Department Expansion: Trustee Meehling stated Chief Schutzenhofer said they are moving along very well with the police department expansion. The sally port area was poured. Trustee Meehling said they are waiting on the steel to lay the floor above the basement.

2. Use of Force Update to Policy Manual: Trustee Meehling said Village Administrator Tony Funderburg said we normally do not provide updates to the policy manual. The use of force update has been done. Trustee Meehling stated some of the policies will be included in the employee handbook.

NEW BUSINESS: None.

PERSONNEL:

OLD BUSINESS: None.

NEW BUSINESS:

1. All the Queen's Horses Seminar: Trustee Meehling stated Office Manager Julie Polson recently attended this seminar. It addressed the \$54,000,000 theft by the Village Clerk in Dixon, Illinois. Trustee Meehling stated we have several safeguards in place because of the past theft from the Village of Freeburg.

UPCOMING MEETINGS:

Combined Planning/Zoning Board – Tuesday, January 8, 2019 – 6:00 p.m. Canceled.

Electric Committee Meeting – Wednesday, January 16, 2019 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, January 16, 2019 – 5:45 p.m.

Streets Committee Meeting – Wednesday, January 16, 2019 – 6:00 p.m.

CLOSED IN OBSERVANCE OF MARTIN LUTHER KING, JR., BIRTHDAY – Monday, January 21, 2019

Board Meeting – Tuesday, January 22, 2019 – 7:30 p.m.

VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:

Trustee Denise Albers – No thank you.

Trustee Elizabeth (Lisa) Meehling – No thank you.

Trustee Michael (Mike) Heap – No thank you.

Village Clerk Jerry Menard – No thank you.

Trustee James (Mike) Blaies – No thank you.

Trustee Ramon Matchett, Jr. – No thank you.

Trustee Robert (Bob) Kaiser – No thank you.

STAFF COMMENTS:

Village Administrator Tony Funderburg – He advised the board that Fred is getting closer to the agreement.

Public Works Director John Tolan – No thank you.

Zoning Administrator Matt Trout – He congratulated Bob on winning the Christmas Raffle.

ESDA Coordinator Gene Kramer – We will most likely be issued under winter storm tomorrow.

ADJOURNMENT:

Mayor Seth Speiser called for a motion to adjourn the meeting.

Trustee Elizabeth (Lisa) Meehling motioned to adjourn the Regular Board meeting of Monday, January 7, 2019 at 7: 48 p.m. and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.


Jerry Lynn Menard
Village Clerk



**FREEBURG
EMERGENCY
MANAGEMENT
AGENCY**

EMERGENCY SERVICES & DISASTER AGENCY

COORDINATOR EUGENE KRAMER

#14 Southgate Center

Freeburg, Illinois 62243

E-mail: WA9TZL@ARRL.NET or Generadio@att.net

Office Phone:
618-539-9996

Cell Phone:
618-799-9267

Report to Mayor and Village Board

Jan. 22, 2019

Respectfully submitted by :
Eugene Kramer, Coordinator

1. Jan. 9: Advised by Winter Prediction Center of potential for major accumulating snow beginning to show by computer modeling to impact St. Louis Metro area.
2. Notified Jan. 10, 2019 by National Weather Service St. Louis by Warning Coordinating Meteorologist Kevin Deitsch , advising all ESDA/EMA of a Conference Call at 3 PM as it relates to the approaching Winter Storm. Winter Storm Warning issued by 4:30 PM.
3. Emailed to the Freeburg Schools that Freeburg ESDA would be activating its VHF radio communications with them by 12:30 PM Friday Jan. 11th. Updated radar as well as any ground truth snowfall reports from the ARES® VHF operations would be given to them, especially as it related to their bus transportation dismissal time operations.
4. Text messages and radio communications established with the Public Works Director, John Tolan on the progression and expected impacts of the snowfall and mixed icing seen on our office radar and our weather instrument data as it related to wind speeds. The texting data continued to the Public Works Director late into the night and early on Saturday Jan. 12 and early on Sunday Jan. 13, 2019. St. Clair County EMA kept advised of County ARES® reporting data from our office.
5. FEMA advised to all State EMA/ESDA's , that partial Government Shutdown has cancelled FEMA training bulletins for the time being but that NOAA would continue without interruption.
6. Prepared Purchase Orders for replacement Motorola XTS5000 Starcom portable radio batteries for the trunked communication portables.
7. Completed IESMA insurance/membership Purchase Order for ESDA Shelter Managers with corrected data from Treasurer Nancy Schilling on Ja. 8, 2019.
8. Conducted ESDA Outdoor Warning Siren Tests at 10:00 AM JAN. 8,2019-ALL units tested properly.
9. Participated in Statewide IEMA Region 8B Starcom Communications Net Jan. 8th at 10:30 AM
10. Conducted Villagewide Starcom trunked (Freeburg CW) communications test Jan. 8th at 10:15 AM, then conducted Villagewide VHF communications test at 10:20 AM
11. Notified Mayor and his staff as well as the public works Director, Police Chief, Fire Department office and all ESDA divisiions as well as Freeburg School leaders of potential for another serious winter storm for Jan. 18-20th time frame. Major concern on high winds and potential for icing: continuing to monitor NWS data as well as ARRL Section Communication nets HF modes.
12. Conduct St. Clair County ARES/RACES/AuxCom VHF communication net Jan. 8 & 15th at 6:30 pm.

FREEBURG VILLAGE BOARD MEETING ZONING REPORT

January 22, 2019

Matt Trout Zoning Administrator

The Final Plat for Phase 1 has been submitted to St Clair County to be recorded. The developer can now officially start selling lots and submitting building permits. We received the bond agreement from LW Contractors and the bond Company. During the last snowfall we did have someone try to take their vehicle off road and made a good mess out there. John has blocked the road off and the developer will be placing cameras out there to catch anybody misbehaving out there.

I have continued to scan in old Building, Electric, and Wrecking permits and saving them on the server by lot pin number, address, and permit number. I have made it back through 2014 so far and will continue going back as I have free time. I will start bring in old boxes from storage to scan them in as 2014 is the oldest we have in village hall. This will continue to make the searching process much easier.

Trustee Heap, Administrator Funderburg, Office Manager Polson, Combined Board Chairman Woodward, and myself met to go over the zoning code changes. After the meeting, I have a bit more work to complete and Administrator Funderburg and myself will go over some of the changes. Once that has been done, we will have another meeting to review the document again. I have started reviewing the Subdivision code as well to start the revision of that section of our code.

January 1st through January 17th

6 -- Occupancy Permits

4 -- Building Permit

- 1 New Shed
- 1 Room Addition
- 2 Wrecking Permits

Proclamation

Village of Freeburg

By Mayor Seth Speiser

WHEREAS, The Freeburg Community Consolidated School District 70 Girls Basketball Team is led by Head Coach Marc Derwort and Assistant Coaches Jack Bayers, Jake Bayers, Jason Guyette and Curt Range; and

WHEREAS, The Freeburg Community Consolidated School District 70 Girls Basketball Team consists of 8th Graders: Maleah Blomenkamp, Kylie Kisgen, Ellie Range, Kylee Thompson, Ella Gagen, Bella Borja, Greta Schulz, Natalie Peterson, and Mia Dircks; 7th Grader: Maggie Wolf; 6th Graders: Haili Pajares and Aubrie Peterson; and

WHEREAS, The Freeburg Community Consolidated School District 70 Girls Basketball Team Completed an Undefeated Season at 21-0, Regular Season Cahokia Conference Champions' at 13-0, Cahokia Conference Tournament Champions, and Back to Back Large School Regular Season Conference Championships in 2017 & 2018. Throughout the season the team set three school records for margin of victory at 29.3, steals at 387, and assists at 216. The Class of 2019 recorded an undefeated record of 46-0 over a 3-year span.

NOW, THEREFORE, I, Seth Speiser, Mayor of the Village of Freeburg, Illinois do hereby proclaim Tuesday January 22, 2019 as

“FREEBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT 70 GIRLS BASKETBALL TEAM DAY”

And encourage all citizens to congratulate them for their dedication, determination and outstanding season. Go Lady Hornets!!

APPROVED this 22nd day of January, 2019.

Village President

ATTEST:

Village Clerk

RESOLUTION NO. 19-04

**A Resolution of the Board of Trustees of the Village of Freeburg, Illinois,
Authorizing the Village to Enter into and the Mayor to Execute
a Professional Services Agreement with Burns & McDonnell
for the Wastewater System Improvements**

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interest of the Village to enter into a Professional Services Agreement with Burns & McDonnell for the Wastewater System Improvements., and

WHEREAS, said professional services will include the construction, design, operation and maintenance of the wastewater facilities; and

WHEREAS, Burns & McDonnell will serve as the Village of Freeburg’s Professional Engineer in those assignments to which this Agreement applies and shall give consultation and advice to the Village of Freeburg during the performance of Engineer’s services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute a Professional Services Agreement (Task Order Engineer-Owner Agreement) between the Village of Freeburg and Burns & McDonnell, a copy of which is attached hereto and incorporated herein as “Exhibit A.”

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS _____ DAY OF JANUARY, 2019.

Vote Recorded:

AYES: _____ NAYS: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION No. 19-04 cont.

ABSENT: _____ ABSTAIN: _____

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Frederick W. Keck, Village Attorney
Weilmuenster & Keck, P.C.



**PROFESSIONAL SERVICES AGREEMENT – TASK ORDER
ENGINEER-OWNER AGREEMENT**

This AGREEMENT is made as of January 15, 2019, by and between the Village of Freeburg, Illinois (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the construction, design, operation and maintenance of its facilities. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit A**.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General. The Basic Services to be provided may include any of those tasks listed in this Section 2, as identified in the Task Order for a specific project.

2.1.1 Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services identified in the Task Order(s).

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Concept Development

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish (refer to Task Order quantities) review copies of the Report to OWNER.

2.3 Schematic Design Services

2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the alternative solutions available to OWNER; the schematic design shall include schematic layouts, sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish (refer to Task Order quantities) copies of the above schematic documents and cost opinion.

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish (refer to Task Order quantities) final copies of the revised schematic design documents to the OWNER.

2.4 Preliminary Design Services

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish (refer to Task Order quantities) approval copies of the above preliminary design documents and revised cost opinion.

2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents prior to construction.

2.5.4 Furnish (refer to Task Order quantities) approval copies of the final Bid Documents.

2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.

2.7.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. If included in a Task Order, ENGINEER shall make periodic inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Services

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in Task Order a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.

4.12 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing

a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - COMPENSATION

6.1 Compensation: OWNER shall pay ENGINEER for services rendered and reimbursable expenses as stated in the Task Order(s):

6.2 Detailed statements

Monthly detailed statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER.

6.2.1 The detailed statements will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.2.2 The detailed statements will be submitted for payment covering services performed, costs and expenses incurred, and appropriate fee or markup (if applicable) during the preceding month.

6.2.3 The detailed statements will be submitted for payment representing milestones achieved or deliverables submitted according to the Payment Schedule in Attachment (refer to Task Order).

6.3 Payments

Detailed statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of detailed statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S detailed statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any detailed statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit per Occurrence & \$2,000,000 Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$2,000,000 Per Claim and Annual Aggregate
Umbrella/Excess Liability:	\$1,000,000 Combined Single Limit per Occurrence & Aggregate

ENGINEER shall provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors shall be required to provide (or OWNER shall provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the ENGINEER as an additional insured, or, to endorse OWNER and ENGINEER using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of ENGINEER in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within two years from the completion of ENGINEER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project

shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.8 Not Used

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to an executive of the ENGINEER and the Mayor. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in the Village of Freeburg, Illinois, unless the parties mutually agree on another location.

7.10.6 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the aforementioned mediation provision, and further, any and all legal action(s) relating to and/or arising out of this AGREEMENT and/or the services provided thereunder shall be filed in the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois, and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, latent defects, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and ENGINEER does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from that Task Order.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

Village of Freeburg
14 Southgate Center
Freeburg, IL 62234

ENGINEER'S address:

Burns & McDonnell
1075 Eastgate Dr, Suite 1
O'Fallon, IL 62269

7.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Illinois.

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER for a Task Order. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

OWNER: Village of Freeburg, IL

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: Breck Washam

Title: _____

Title: Vice President



**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Task Order No. 1

This Task Order is entered into and authorized by Owner this ___ day of January 2019, by and between Village of Freeburg, Illinois (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated January ___, 2019:

Scope of Services:

- A. Engineering services related to the expansion of the wastewater treatment plant (WWTP) as described in Exhibit B (See attached). WWTP expansion shall generally include the following components:
 - 1. New influent lift station
 - 2. New headworks with mechanical fine screens and grit removal facilities
 - 3. New activated sludge treatment designed for biological phosphorus removal, consisting of an anaerobic basin followed by aeration and clarification
 - 4. New effluent and control building with laboratory facilities, electrical room, office, and tertiary filtration
 - 5. Demolition of two (2) existing steel package wastewater treatment plants
 - 6. Two new above grade concrete aerobic digesters
 - 7. Demolition of existing equipment in existing control building, installation of new blowers for aerobic digestors, and conversion of existing control building space for storage
 - 8. New solids handling building with solids dewatering equipment
 - 9. Replacement of utility building overhead doors, man door, drop ceiling and lighting
 - 10. Site work including new road to new facilities on east side of creek and culvert for creek crossing

Compensation:

A. Amount of Payment

- 1. For Services performed , OWNER shall pay ENGINEER as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached Exhibit C, "Schedule of Hourly Professional Service Billing Rates" Form BMR718. Such rates include overhead and profit. The rate schedule is effective to December 31, 2019, and may be increased annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.

- e. For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by OWNER, the same will be billed at the cost to ENGINEER plus ten percent (10%). Expenses incurred by such outside ENGINEERS in service to OWNER shall be reimbursable in accordance with 1.c. above.
2. Total Payment for the Scope of Services described herein is not to exceed one million six hundred seventy-eight thousand dollars (\$1,678,000), which amount shall not be exceeded without prior written consent of OWNER.

B. Detailed Statements:

- 1. Monthly detailed statements and progress reports will be submitted by ENGINEER to OWNER.
- 2. Detailed statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges to be provided.

Time of Service:

- A. ENGINEER will proceed with providing the services set for herein with approximately 10 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 780 days of the execution of this Task Order.

Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: Village of Freeburg, Illinois

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: _____
 Name: _____
 Title: _____

By: _____
 Name: Breck R. Washam, P.E.
 Title: Vice President and Regional Manager



Exhibit B – Task Order No. 1
Wastewater Treatment Plant (WWTP)
Expansion Services

Project Management and Coordination:

1. ENGINEER will provide Administrative Assistance in the form of Project Management and Coordination as described in paragraph 3.1.4 as follows:
 - A. Task Kick-Off Meeting – ENGINEER shall prepare agenda, minutes and host kick-off meeting for scope of services within Task Order No. 1. Kick off meeting to coordinate project goals, preferred communications, and schedule with the project team.
 - B. Work Task Coordination – ENGINEER to provide general project management activities, including oversight and coordination of the contract and budget, schedule, quality tracking, and monthly invoice preparation for a maximum period of time not to exceed of 780 days.
 - C. ENGINEER shall develop a formal Request for Information (RFI) Log that communicates data request to and from OWNER and ENGINEER.
2. OWNER has designated the following person(s) to act as OWNER’S representative with respect to the services to be performed under this Task Order as described in paragraph 4.7:
 - A. Public Works Director, John Tolan
 - B. Village Administrator, Tony Funderburg

Data Acquisition:

1. ENGINEER will Obtain Services of Others with respect to both the Survey and Geotechnical scope of work as described in paragraph 3.1.5 as follows:
 - A. ENGINEER to complete boundary and topographic survey of the OWNER site located along Willow Springs Lane in Freeburg, Illinois (parcel 13-25.0-200-052). Four cross sections upstream and four cross sections downstream of the new box culvert will be performed. Survey fee assumes that the area has not been cleared of trees, brush, and debris. However, survey shall be performed during winter months while foliage is at a minimum. Survey will be initiated during the Preliminary Design.
 - B. ENGINEER to complete geotechnical investigation including sixteen (16) soil borings to a depth fifty (50) feet below existing grade. A geotechnical report will be prepared documenting existing soil types and groundwater levels. Laboratory tests will be completed to classify soils. The report will contain recommendations for construction considerations including dewatering, foundation type and depth, backfill materials, and compaction requirements. Basis for fee development is shallow foundations. Additional scope, fee, and schedule will be necessary if deep, or special, foundations are required and will be completed as part of a separate Task Order. Geotechnical investigation will be initiated during the Preliminary Design.

2. ENGINEER shall review federal and state environmental databases to determine the potential for environmentally-impacted soils in accordance with Clean Construction Demolition Debris (CCDD) requirements per 35 IAC 1100. Analytical sampling for pH shall be completed with the geotechnical investigation. Prepare summary letter and recommend additional sampling for other parameters if required based on the results of the database review. Additional sampling can be completed as part of a separate Task Order.

Wastewater Treatment Plant Preliminary (30%) Design:

1. ENGINEER will provide Concept Development as described in section 2.2 as follows:
 - A. ENGINEER shall prepare an amendment to the existing Facility Plan (by others) and submit to IEPA. It is expected that the current Facility Plan can be used as a baseline. The amendment is anticipated to include development of text describing the proposed treatment process (biological nutrient removal), and a site plan figure in accordance to 2.2.2 and 2.2.3 of the Professional Services Agreement, an updated opinion of probable cost will be provided with three (3) review copies of the Report to OWNER.
2. Upon approval of the amendment to the Facility Plan by IEPA and the OWNER, ENGINEER will proceed with Preliminary Design Services as described in Paragraph 2.4 of the Professional Services Agreement (Agreement) with the following modifications:
 - A. 2.4.1 shall have the following language added – Engineering for Preliminary Design Services will include documentation of basis of design, codes and standards review, establishing a Contract Drawing and specification list for final design and the following engineering discipline specific deliverables:
 1. Architectural: basic floor plans, elevation and section drawings. This scope of work includes Architectural renderings, as listed in paragraph 3.1.5 of the Professional Services Agreement (Agreement). Professional renderings and models submitted to OWNER will be provided for review purposes throughout the design process. Renderings and models will not be provided for construction purposes.
 2. Electrical: coordinate site layout with electrical distribution; develop conceptual one-line diagram; prepare preliminary load calculation; prepare preliminary control system architecture; develop preliminary process instrumentation diagram (PID) based on process flow diagram; prepare preliminary I/O list; establish supply and utilization voltage; size major electrical equipment
 3. Mechanical: develop U-value calculations and heat load calculations; size equipment; provide general arrangement of equipment; develop equipment schedule and sequence of operation

4. Process: document purpose, capacity and process design criteria; develop process flow diagrams for liquid and solid stream process; establish hydraulic profile; develop general site layout and yard piping corridors; draft preliminary control description
 5. Structural: preliminary foundation plans; preliminary framing plans, preliminary roof plans
 6. Civil Site: establish general location of new facilities; identify laydown areas; preliminary grading plan
 7. Civil Stream Crossing: Using IDOT standard pre-cast concrete box culvert(s), establish preliminary box culvert location and configuration. Effort for engineered box culvert or bridge is not included in this Task Order. Perform hydrologic and hydraulic analysis to evaluate floodplain impacts resulting from proposed improvements to verify that proposed improvements will not have an adverse impact; refer to Regulatory Coordination and Permitting Support for further detail regarding floodplain and associated permitting scope.
- B. In accordance with 2.4.2 and 2.4.3 of the Professional Services Agreement, an updated opinion of probable cost will be provided along with three (3) approval copies of the preliminary design documents.
- C. Up to three (3) progress meetings will be held at the OWNER's facilities during the course of the Preliminary Design and will be attended by the Project Manager and one engineer from the ENGINEER's project team.

Wastewater Treatment Plant Final Design:

1. Upon approval of the Wastewater Treatment Plant (30%) Preliminary Design by the OWNER, ENGINEER will proceed with Final Design Services as described in paragraph 2.5 of the Professional Services Agreement.
2. Engineering for Final Design will include development of Contract Drawings in support of the Bid Documents as described in paragraph 2.5.1. The final design considers the following maximum quantity of discipline specific Contract Drawings:

A. Architectural	25
B. Electrical	40
C. Mechanical	30
D. Process	40
E. Structural	30
F. Civil	10

Total Contract Drawing count (175 total drawings) may vary pending final project scope established as part of the Preliminary Design.

3. In accordance with 2.5.3 and 2.5.4 of the Professional Services Agreement, an updated opinion of probable cost will be provided along with three (3) approval copies of the Bid Documents.

4. Up to three (3) progress meetings will be held at the OWNER's facilities during the course of the Final Design and will be attended by the Project Manager and one engineer from the ENGINEER's project team.

Wastewater Treatment Plant Bid Phase Services:

1. Upon approval of the Wastewater Treatment Plant Final Design by the OWNER and IEPA, ENGINEER will proceed with Bidding or Negotiating Services as described in paragraph 2.6 of the Professional Services Agreement (Agreement) as follows:
 - A. 2.6.1 – add the following:
 1. ENGINEER will utilize the services of a web-based plan room for issuance of Bid Documents to bidders.
 2. Assist OWNER with conducting a pre-bid conference.
 3. OWNER will advertise locally and pay associated fees as required by local statute and State Revolving Loan.
 4. Bid period is anticipated to be forty-five (45) days.

Wastewater Treatment Plant Construction Phase Services

1. Construction is anticipated to have a sixteen (16) month duration. ENGINEER will provide Construction Phase Services as described in paragraph 2.7 of the Professional Services Agreement as follows:
 - A. 2.7.1 – no modifications
 - B. 2.7.2 – no modifications
 - C. 2.7.3 – no modifications
 - D. 2.7.4 – no modifications
 - E. 2.7.5 – add the following:
 1. 2.7.5.1 – ENGINEER shall respond to, review and approve (or take other appropriate action in respect of) Contractor's Compliance Submittals (i.e., Shop Drawings), Samples, and other submittals and data which Contractor is required to submit for general conformity to the Contract Documents. ENGINEER shall coordinate review of Compliance Submittals with review by OWNER. ENGINEER shall review material testing results and determine conformance with the Contract Documents, as needed. Additional compensation will be necessary for shop drawing submittals that exceed three reviews to achieve "A" action or if a shop drawing submittal represents a substitution; ENGINEER will apprise OWNER of such in advance of third review and will identify substitution requests.
 - F. 2.7.6 – add the following:
 1. 2.7.6.1 Preconstruction Meeting – Schedule and conduct preconstruction conference. Prepare minutes of the proceedings of the conference and distribute copies to OWNER

and Contractor. ENGINEER's attendees shall include Project Manager and Project Engineer.

2. 2.7.6.2 Monthly Site Visits and Progress Meeting Attendance – In connection with observations of the work of Contractor while it is in progress, ENGINEER shall attend sixteen (16) monthly site visits to observe Contractor's work. The meetings shall be attended at various stage of work completion and at the following frequencies:
 - a. Project Manager – Sixteen (16) meetings
 - b. Project Engineer – Six (6) meetings
 - c. Electrical/I&C Engineer – Two (2) meetings
 - d. Architect/Structural Engineer – Two (2) meetings
 - e. Site Civil Engineer – One (1) meeting
 - f. Mechanical Engineer – One (1) meeting
 3. 2.7.6.3 ENGINEER's Work Compliance Site Visits – Attend a maximum of eight (8) on-site meetings (i.e., Engineer's Work Compliance Site Visits) to consult with and advise the OWNER during the construction period relative to general administration of the work and the interpretation of the Contract Documents. Work Compliance Site Visits are separate and independent of Monthly Site Visits. Work Compliance Site Visits are essentially "un-scheduled" meetings where the ENGINEER shall endeavor to determine if the work is proceeding in accordance with the Contract Documents and the Monthly Site Visit schedule cannot facilitate the response time required. Work Compliance Site Visits shall be attended by one (1) discipline engineer, as applicable. When possible, conference calls between office and field staffs shall be used to limit Work Compliance Site Visit requirements. Additional meetings may be provided upon request by the OWNER and will be reimbursed to ENGINEER on a time and materials basis.
 - G. 2.7.7 – no modifications
 - H. 2.7.8 – no modifications
 - I. 2.7.9 – no modifications
 - J. 2.7.10 – no modifications
2. In accordance with paragraph 3.2 of the Professional Services Agreement and as clarified below, ENGINEER shall not provide Resident Project Representative Services (RPR) as OWNER has selected to provide OWNER's staff for these duties and responsibilities. OWNER shall furnish a RPR, assistants, and other field staff to observe progress and quality of the Work. The RPR, assistants, and other field staff shall provide full time representation. The RPR shall possess the particular skills and qualifications necessary to fulfill the required duties. The duties of the OWNER's RPR are described as follows:
 - A. General – RPR is OWNER's agent at the Site, will act as directed by and under the supervision of OWNER, and will confer with ENGINEER regarding RPR's actions.

1. RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Contractor, keeping ENGINEER advised as necessary.
 2. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 3. RPR shall generally communicate with ENGINEER with the knowledge of and under the direction of OWNER.
- B. Schedules – Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with ENGINEER concerning acceptability.
- C. Conferences and Meetings – Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- D. Liaison
1. Serve as OWNER's and ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 2. Assist OWNER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 3. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- E. Interpretation of Contract Documents – Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- F. Shop Drawings and Samples
1. Record date of receipt of Samples and approved Shop Drawings.
 2. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 3. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- G. Modifications – Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- H. Review of Work and Rejection of Defective Work
1. Conduct on-site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

2. Advise ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- I. Inspections, Tests, and System Start-ups
 1. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
 2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 3. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to ENGINEER.
 - J. Records
 1. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
 2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 3. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 4. Maintain records for use in preparing project documentation.
 5. Upon completion of the Work, furnish copy of all RPR Specific Project documentation to ENGINEER.

K. Reports

1. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
2. Collaborate with ENGINEER to draft and recommend proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
3. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
4. Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, Acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

L. Payment Requests

1. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER and OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

M. Certificates, Operation and Maintenance Manuals

1. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

N. Completion

1. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
2. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
3. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

O. Resident Project Representative shall not –

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
4. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Contractor.
5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Wastewater Treatment Plant Post-Construction Services

1. ENGINEER will provide Post-Construction Services as described in paragraph 2.8 of the Professional Services Agreement as follows.
 - A. 2.8.1 – delete in entirety
 - B. 2.8.2 – no modifications
 - C. 2.8.3 – add the following:

Prepare an operation and maintenance manual following final completion of construction pursuant to paragraph 3.1.9.

State Revolving Loan (SRF) Funding Support

1. ENGINEER will provide Grant and Loan Assistance as described in paragraph 3.1.1 of the Professional Services Agreement as follows:
 - A. ENGINEER shall prepare agenda, minutes and attend coordination meeting with IEPA in Springfield to discuss and confirm approach for State Revolving Fund Loan, including application requirements, approval process, and other financial related items.
 - B. ENGINEER shall prepare and submit application forms required for the State Revolving Fund Loan to IEPA. In addition, the following submittals for sign-offs required for the Loan shall be completed:
 1. IL SHPO – Cultural Resources Review for NHPA 106
 2. IDNR – EcoCAT review (no wetlands or endangered species surveys or reports are included)
 3. USACE – Stream crossing review
 4. Southwestern Illinois Planning Commission (SIPC) – comments regarding growth projections
 - C. ENGINEER will provide Economic Analysis as described in paragraph(s) 2.2.3 and 3.1.2 for SRF Loan Application of the Professional Services Agreement with the following modifications.



1. ENGINEER will assess the financial impact of the wastewater treatment plant expansion to assist the OWNER in determining its preferred funding strategy and inform the OWNER regarding the impact to wastewater rates.
2. ENGINEER will meet with the OWNER to discuss the wastewater utility's current financial position, develop an understanding of existing cost obligations, review any existing financial policies impacting the utility, and review potential funding strategy options. An initial data request will be prepared and submitted to the OWNER. Data required will include history on revenues, customers, and billed wastewater volumes; annual financial reports; budgets for operation and maintenance expenses; debt service schedules on existing debt; capital improvement plans, current rates, and beginning balances. Financial policies governing wastewater utility financial management will also be requested, such as targeted reserve balances and debt service coverage, as applicable.
3. A five- to ten-year cash flow model will be developed to examine the sufficiency of wastewater revenues under existing rates to fund future operation and maintenance expenses, debt obligations, and capital projects. The cash flow model will be equipped with scenario capabilities to assess different capital funding scenarios (i.e. debt issuance assumptions; cash vs. debt funding strategies, etc.) and terms. Proposed revenue increases will be forecasted based on the projected revenue requirements associated with capital improvement plans and funding strategies. Beyond improvements associated with the proposed wastewater treatment plant improvements, it is important to including funding requirements associated with other projects such as renewal and replacement to provide a financial plan that meets the needs of the utility for the foreseeable future.
4. Utilizing an across the board increase in rates, future rates and typical bills will be estimated to provide OWNER an understanding of the rate payer impact associated with the capital improvement plans. A comparison of bills under existing and potential future rates will be made for different customer types. Additionally, typical residential bills will be developed to compare the OWNER's existing and future wastewater bills with those of other communities in the region.
5. ENGINEER will prepare a draft report that summarizes the financial planning scenarios and estimated rate impacts, the methodology used, and assumptions included in the study. Feedback from the OWNER's review of the report will be incorporated as appropriate, and a final report will be provided. ENGINEER will present the findings to the OWNER.

Regulatory Coordination & Permitting Support

1. ENGINEER will assist OWNER with furnishing approvals and permits as described in paragraph 4.9 of the Professional Services Agreement as follows:
 - A. ENGINEER shall prepare agenda, minutes and attend coordination meeting with IEPA in Springfield to discuss and confirm approach for NPDES permit modification, anti-degradation assessment, and other regulatory and permitting related items.
 - B. ENGINEER shall complete an Anti-Degradation Assessment in accordance with 35 IAC 302 due to the proposed increase in loading associated with expanding the WWTP capacity and submit the report to IEPA. A desktop assessment will be completed using existing WWTP data provided by the OWNER. Effort to collect in-stream monitoring data is not included in this Task Order.
 - C. ENGINEER shall complete application for modification of OWNER'S NPDES permit required due to increased WWTP capacity and submit application to IEPA.
 - D. ENGINEER shall prepare and submit the following permit applications. Support for other permits can be provided as a separate Task Order (if required). Effort for the following is specifically excluded from this Task Order: wetland surveys and/or delineations; floodplain determination, modeling, and/or FEMA map revisions; gas/electric utility crossing permitting; dam studies and/or reports; tree surveys and/or reports; and threatened and endangered species studies and/or reports. Based on the project scope and existing site conditions, it is possible that a 401/404 Permit may be required from the U.S. Army Corps of Engineers. This will be confirmed during submittal of the sign-off request required for the SRF loan application. Effort to obtain a 401/404 Permit can be provided as a separate Task Order (if required).
 1. IEPA – Construction/Operating permit for WWTP project
 2. IEPA – Stormwater Pollution Prevention Plan (SWPPP) for Stormwater Permit (Notice of Intent to be submitted by CONTRACTOR after award)

Responsibilities of the OWNER:

1. Refer to Section 4 of the Professional Services Agreement

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$58.00
Technician *	6	72.00
Assistant *	7	83.00
	8	111.00
	9	134.00
Staff *	10	152.00
	11	166.00
Senior	12	183.00
	13	203.00
Associate	14	212.00
	15	220.00
	16	226.00
	17	229.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month(s). Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.



**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Task Order No. 2

This Task Order is entered into and authorized by Owner this ___ day of January 2019, by and between Village of Freeburg, Illinois (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated January __, 2019:

Scope of Services:

- A. Engineering services related to the development of a Capacity, Management, Operations and Maintenance (CMOM) Plan, a 60-day flow monitoring program, a Flow Analysis Technical Memorandum and an Inflow and Infiltration (I/I) Strategic Plan as described in Exhibit B (See attached).

Compensation:

A. Amount of Payment

- 1. For Services performed, OWNER shall pay ENGINEER as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached Exhibit C, "Schedule of Hourly Professional Service Billing Rates" Form BMR718. Such rates include overhead and profit. The rate schedule is effective to December 31, 2019, and may be increased annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.
 - e. For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by OWNER, the same will be billed at the cost to ENGINEER plus ten percent (10%). Expenses incurred by such outside ENGINEERS in service to OWNER shall be reimbursable in accordance with 1.c. above.
- 2. Total Payment for the Scope of Services described herein is not to exceed one hundred five thousand dollars (\$105,000), which amount shall not be exceeded without prior written consent of OWNER.

B. Detailed Statements:

1. Monthly detailed statements and progress reports will be submitted by ENGINEER to OWNER.
2. Detailed statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges to be provided.

Time of Service:

- A. ENGINEER will proceed with providing the services set forth herein with approximately 10 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 365 days of the execution of this Task Order.

Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: Village of Freeburg, Illinois

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By:

By:

Name:

Name:

Breck R. Washam, P.E.

Title:

Title:

Vice President and Regional Manager



**Exhibit B – Task Order No. 2
Collection System Services**

I. Capacity, Management, Operations and Maintenance (CMOM) Plan Development, Collection System Monitoring & Inflow and Infiltration (I/I) Strategic Planning

Project Management and Coordination:

1. ENGINEER will provide Administrative Assistance in the form of Project Management and Coordination as described in paragraph 3.1.4 as follows:
 - A. Task Kick-Off Meeting – ENGINEER shall prepare agenda, minutes and host kick-off meeting for scope of services within Task Order No. 2. Kick off meeting to coordinate project goals, preferred communications, and schedule with the project team.
 - B. Work Task Coordination – ENGINEER to provide general project management activities, including oversight and coordination of the contract and budget, schedule, quality tracking, and monthly invoice preparation for a maximum period of time not to exceed of 365 days.
 - C. ENGINEER shall develop a formal Request for Information (RFI) Log that communicates data request to and from OWNER and ENGINEER.
2. OWNER has designated the following person(s) to act as OWNER's representative with respect to the services to be performed under this Task Order as described in paragraph 4.7:
 - A. Public Works Director, John Tolan
 - B. Village Administrator, Tony Funderburg

Data Acquisition:

1. ENGINEER will provide Miscellaneous Studies in the form of Data Acquisition as described in paragraph 3.1.7 as follows:
 - A. ENGINEER to travel to Village of Freeburg and host a CMOM Audit Workshop and/or Interview with OWNER to discuss and identify the current status of existing CMOM activities. This will serve as a basis for determining the data review activities and corrective action planning.

Data Evaluation & Corrective Action Planning

1. ENGINEER will provide Special Analysis and General Economic Analysis in the form of Data Acquisition as described in paragraph(s) 2.2.2 and 2.7.3 as follows:
 - A. ENGINEER shall review existing wastewater rates and how those rates fund collections system O&M and planned Capital Improvement Projects (CIP). ENGINEER shall also provide recommended annual Operations and Maintenance (O&M) budget amounts to facilitate adjustments made to annual O&M activities as part of the CMOM Plan Development.

- B. ENGINEER shall review existing OWNER training and safety programs currently in place. ENGINEER shall identify and define corrective active measures for Training and Safety Training deficiencies.
- C. ENGINEER shall review existing collection system records and define age, length, diameters and material, as available to define and document a collective system description for the CMOM Plan. ENGINEER will document deficiencies and corrective action plan for that necessary to effectively manage capacity, operate and maintain a separate sanitary sewer system.
- D. ENGINEER shall review existing operation and maintenance records including reports, inspection forms, performance data, inspection strategies, schedules, equipment, expenditures area maps and Standard Operation Procedures (SOP) as available. ENGINEER shall develop an Operations & Maintenance Plan as well define a budget level estimate to facilitate O&M Plan.
- E. ENGINEER shall review existing Design & Construction Standards. ENGINEER shall identify and document deficiencies in these existing documents and develop Corrective Action Plan.
- F. ENGINEER shall review existing Legal Authority related to sewer design and construction, I/I Control, sewer rehabilitation, pretreatment program, Sewer use Ordinance and Fats, Oils and Grease (FOG) control. ENGINEER shall identify deficiencies and develop corrective action plan for omissions that should be considered to effectively enforce legal authority as necessary to manage, operate and maintain collection system.
- G. ENGINEER shall review existing Customer Service, Notification and Reporting Protocols. ENGINEER review shall include Public Outreach/Relations including: customer service training, customer service complaint and response tracking/reporting, and construction/ maintenance notifications and Sanitary Sewer Overflow (SSO) Notification procedures. ENGINEER shall identify and development corrective action plan, as necessary.
- H. ENGINEER shall review existing Pump Station Operating Procedures (SOP) and Pump Station Maintenance Procedures (SMPs) including: emergency operating procedures, pump rotations, wet well operating levels, pump operations, operating/capacity related SSO history and alarm notification/ monitoring. ENGINEER shall identify deficiencies develop corrective action plan, as required, for Pump Station SOP and SMPs.
- I. ENGINEER shall review existing approach to tracking and updating the collection system inventory, maintenance and inspections, service records and work orders, complaints and resolutions, monitoring and sampling activities, equipment and parts inventory, safety incidents. ENGINEER shall identify deficiencies and develop Corrective Action Plan, as required.
- J. ENGINEER shall review existing Overflow Emergency Response Procedures including specific responsibilities, related training, tool and equipment access, Regulatory Notification Process, Public Notification Plan and Safety Precautions. ENGINEER shall identify deficiencies and prepare Corrective Action Plan, as required.

- K. ENGINEER shall review existing Capacity Assurance and I/I Control strategies the OWNER currently has in place including: historic flow monitoring, smoke testing, dye testing and manhole inspection programs/projects, and any available hydraulic evaluation tools. ENGINEER shall document known overflow locations and other known wet weather capacity issues known from OWNER. ENGINEER shall review approach to approving additional connections to the existing collection system. ENGINEER shall identify deficiencies and develop Corrective Action Plan, as required.

Capacity, Management, Operations and Maintenance (CMOM) Plan Development

- 1. ENGINEER will provide a Concept Development Report in the form of a CMOM Plan as described in paragraph 2.2.4 as follows:
 - A. ENGINEER shall prepare a CMOM Plan that includes:
 - 1. CMOM Goals
 - 2. Administrative Functions
 - 3. Legal Authority Overview
 - 4. Measures & Activity
 - a. Maintenance, Facilities and Equipment
 - b. Asset Management
 - c. Routine Preventative Operation & Maintenance Plan
 - d. Training & Safety Program
 - e. Construction & Rehabilitation Prioritization
 - 5. Design & Performance Provision Plan
 - 6. Monitoring, Measurement & Program Modifications
 - 7. Overflow Emergency Response Plan
 - 8. System Evaluation & Capacity Assurance Plan
 - B. ENGINEER shall prepare the plan and issue one (1) hard copy and one (1) electronic copy to the OWNER of the DRAFT CMOM Plan.
 - C. ENGINEER shall prepare the plan and issue one (1) hard copy and one (1) electronic copy to the OWNER of the FINAL CMOM Plan.

Responsibilities of the OWNER:

- 1. OWNER shall attend a project kickoff meeting and one (1) progress meeting.
- 2. OWNER shall respond to RFI items as requested to facilitate data review.
- 3. OWNER shall provide a list of known or perceived wet weather capacity related to issues within the collection system.

4. OWNER shall host and attend a CMOM Audit/Interview Workshop with ENGINEER.
5. OWNER shall provide comment on DRAFT Final CMOM Plan prior to FINAL issuance of CMOM Plan.

II. Collection System Monitoring & I/I Strategic Planning

Project Management and Coordination

1. ENGINEER will provide Administrative Assistance in the form of Project Management and Coordination as described in paragraph 3.1.4 with the following additions:
 - A. Work Task Coordination – ENGINEER to provide general project management activities, including oversight and coordination of the contract and budget, schedule, quality tracking, and monthly invoice preparation.

Flow and Rain Gauge Monitoring

1. ENGINEER will provide Miscellaneous Studies in the form of Data Acquisition as described in paragraph 3.1.7 with the following additions:
 - A. ENGINEER shall define eight (8) flow meter locations, delineate tributary metersheds and define metershed attributes including length of pipe, number of manholes, and acreage.
 - B. ENGINEER will conduct a flow metering site investigation of proposed meter locations to be conducted to confirm the location is feasible, safe to install and that the existing hydraulics are acceptable for installation.
 - C. ENGINEER shall provide and install two (2) rain gauges within the Village of Freeburg sewerage area to provide adequate rainfall coverage during the duration of the flow monitoring period.
 - D. ENGINEER shall provide and install up to eight (8) flow meters throughout the Village of Freeburg wastewater collection system to provide adequate flow meter data collection to support I/I Strategic Planning.
 - E. Flow meters and rain gauges to be monitored through bi-weekly interrogations completed during the flow metering period to provide the necessary level of quality control of the collected meter data.

Hydrologic Analysis

1. ENGINEER will provide Preliminary Design Services as described in paragraph 2.4.1 with the following additions:
 - A. Following completion of monitoring period, ENGINEER shall complete rainfall analysis for up to two (2) rain gauges to summarize each wet weather event collected during the 60-day metering period. Total duration, volume and intensity will be provided for each event at each rain gauge.
 - B. ENGINEER will complete dry weather flow analysis for up to eight (8) flow meters. This analysis shall provide average daily dry weather flow (ADDF) and diurnal patterns at each meter location. Diurnal peaking factors and metering schematics will be developed and reported as part of this analysis.

- C. ENGINEER will complete wet weather flow analysis for up to eight (8) meters. This analysis shall provide a hydrograph evaluation and breakdown of I/I volumes and peak flow rates during the wet weather events. Collection system recovery times will be evaluated and documented as part of this analysis. Rainfall Dependent Inflow and Infiltration (RDII) Analysis to be completed and will include RDII basin ranking through the use of the following indices: inch-diameter-mile (IDM), RDII per inch of rainfall, and RDII per developed acre. These unitization indices will be used to prioritize and rank each basin for I/I Strategic Planning.
2. ENGINEER will provide a Technical Memorandum on the basis of the approved documents as described in paragraph 2.4.1 with the following additions:
 - A. ENGINEER shall develop a Flow Analysis Technical Memorandum and will be submitted to OWNER and will include a summary of the dry and wet weather flow analysis and include the RDII evaluation and basin prioritization.

Inflow/Infiltration (I/I) Strategic Plan Development

1. ENGINEER will provide an I/I Strategic Plan on the basis of the approved documents as described in paragraph 2.4.1 with the following additions:
 - A. ENGINEER shall prepare a I/I Strategic Plan to identify a Sanitary Sewer Assessment Survey (SSES) and I/I reduction strategy for the OWNERS top ranked wet weather basins.
 - B. ENGINEER shall prepare the plan and issue one (1) hard copy and one (1) electronic copy to the OWNER of the DRAFT I/I Strategic Plan.
 - C. ENGINEER shall prepare the plan and issue one (1) hard copy and one (1) electronic copy to the OWNER of the FINAL I/I Strategic Plan.

Responsibilities of the OWNER:

1. OWNER shall review and approve Flow Monitoring Plan prior to ENGINEER's site investigations.
2. OWNER shall provide comment on DRAFT II Strategic Plan prior to FINAL issuance of I/I Strategic Plan.

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$58.00
Technician *	6	72.00
Assistant *	7	83.00
	8	111.00
	9	134.00
Staff *	10	152.00
	11	166.00
Senior	12	183.00
	13	203.00
Associate	14	212.00
	15	220.00
	16	226.00
	17	229.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month(s). Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.



**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Task Order No. 3

This Task Order is entered into and authorized by Owner this ___ day of January 2019, by and between Village of Freeburg, Illinois (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated January __, 2019:

Scope of Services:

- A. Agreement between the OWNER and ENGINEER to include information as requested by the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program.

Compensation:

- A. Amount of Payment
 - a. All services provided for State Revolving Fund have been included within Task Order 1 and 2. No additional payment is required for Task Order 3.

Time of Service:

- A. ENGINEER will proceed with providing services for all State Revolving Fund tasks as listed within Task Order 1 and 2.

Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: Village of Freeburg, IL

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: _____
 Name: _____
 Title: _____

By: _____
 Name: Breck R. Washam, P.E.
 Title: Vice President and Regional Manager



Exhibit B – Task Order No. 3
State Revolving Fund

I. Illinois Environmental Protection Agency State Revolving Fund Loan Program Requirements

1. OWNER has designated the following person(s) to act as OWNER'S representative with respect to the services to be performed under this Task Order as described in paragraph 4.7:
 - A. Public Works Director, John Tolan
 - B. Village Administrator, Tony Funderburg
2. ENGINEER will provide Grant and Loan Assistance as described in paragraph(s) 3.1.1 of the Professional Services Agreement as follows.
 - A. Time of Completion**
 1. Project completion date shall be the date of Final Completion for Task Order 1 and 2.
 - B. Audit, Access to Records**
 1. BMcD shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with generally accepted accounting principles. BMcD shall also maintain the financial information and data used by BMcD in the preparation or support of any cost submissions required under Section 662.420(b)(2) and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. BMcD shall provide facilities for access and inspection.
 2. For a formally advertised, competitively awarded, fixed price contract, BMcD shall include access to records as required by subsection (a)(1)(A) for all negotiated change orders and contract amendments in excess of \$150,000 that affect the contract price. In the case of all other prime contracts, BMcD shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$150,000 that are directly related to project performance.
 3. Audits shall be in accordance with U.S. generally accepted auditing standards.
 4. BMcD shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns BMcD, the auditing agency shall afford BMcD an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 5. The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of

final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim, or exception.

6. The right of access will generally be exercised with respect to financial records under:
 - a. Negotiated prime contracts;
 - b. Negotiated change orders or contract amendments in excess of \$150,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - c. Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
7. The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - a. With respect to records pertaining directly to contract performance, excluding any financial records of BMcD; and
 - b. If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

C. Covenant Against Contingent Fees

1. BMcD warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

D. Certification Regarding Debarment, Suspension and Other Responsibility Matters

1. BMcD certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award, In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

E. USEPA Nondiscrimination Clause

- 1. BMcD shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. BMcD shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by BMcD to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally

F. USEPA Fair Share Percentage

- 1. BMcD agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

ORDINANCE NO. 1675

AN ORDINANCE AMENDING CHAPTER 24 OF THE REVISED
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR
COUNTY, ILLINOIS (TRAFFIC SCHEDULES)

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF
TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

CHAPTER 24, SCHEDULE A, THROUGH AND STOP STREETS, Sub-schedule (III),
is hereby amended to add the following stop signs:

Four-Way Stops:

<u>Stop Street</u>		<u>Stop Street</u>
Belleville Street	and	High Street (Both)
Belleville Street	and	White Street (Both)

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG,
ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS
_____ DAY OF _____, 2019.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2019.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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

ELECTRIC COMMITTEE MEETING
(Blaies/Albers/Heap/Meehling)
Wednesday, January 16, 2019 at 5:30 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, January 16, 2019 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Bob Kaiser, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer (absent), Head Lineman Shane Krauss, Water/Sewer Department Leader Gregg Blomenkamp, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of December 12, 2018 Minutes: *Trustee Denise Albers motioned to approve the December 12, 2018 minutes and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*
2. Customer Issues: Head Lineman Shane Krauss advised we had a small outage on the south side of town along the highway that affected six customers. There was a bad arrestor that the snow might have shorted out. He stated we are continuing to trim trees when they can fit it into the schedule. They are currently working on Old Fayetteville Road now.
3. Meadow Pines Subdivision: Shane said they were finally able to get in there last week and got all the wire in the ground before the snow storm. Mascoutah will help us pull wire in for the conduit as part of our mutual aid agreement with them. He continues to work with Charter pole issue. Public Works Director John Toln said someone damaged a curb in Meadow Pines during the snow. He has put some barricades up.
4. Traffic Lights Battery Backup: A copy of IDOT's response to our request for battery backups was included in the packet. Shane has contacted Wissehr, and they are working on a quote for us.
5. Solar Program Update: John said IMEA had an energy efficiency meeting yesterday. They are installing a solar array at their office as a test pilot so we can see how it works. They discussed only allowing a rollover of one year on the energy efficiency money. Freeburg Pharmacy would like to apply for the money to use to upgrade their refrigeration coolers. Tony stated he has also asked to install solar on his roof. John also commented IMEA added charging stations for electric vehicles to the energy efficiency program. John stated the charging station would be located at Village Hall.

Attorney Keck has been working with Ameren on their pole agreement. They weren't working with the correct agreement to begin with. Since we generate our own power, he has made numerous revisions and has sent them to Ameren for their review.

Electric Committee Meeting Minutes
Wednesday, January 16, 2019
Page 1 of 2

B. NEW BUSINESS: Shand advised he has all three apprentices signed up for their next lab in March. He will be changing the oil on unit #6 soon. This is the older unit that does not have a service contract. He is trying to coordinate the purchase and disposal of the oil.

Village Administrator Tony Funderburg advised everyone Wayward Pub is closed. He is working with Joe Koppies on the matter. We will begin the process to revoke the permit in the correct manner. That process will include a public hearing.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet thanked everyone for their hand work during the recent snow storm.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn at 5:46 p.m and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)
Wednesday, January 16, 2019 at 5:45 p.m.

EXHIBIT H
VILLAGE ADMINISTRATOR
Tony Funderburg
PUBLIC WORKS DIRECTOR
John Tolan
POLICE CHIEF
Michael J. Schutzenhofer
ESDA COORDINATOR
Eugene Kramer
ZONING ADMINISTRATOR
Matt Trout
VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The Public Works Committee Meeting was called to order at 5:47 p.m. on Wednesday, January 16, 2019, by Chairman Bob Kaiser. Members present were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Denise Albers, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Water/Sewer Department Leader Gregg Blumenkamp, Police Chief Mike Schutzenhofer (absent), Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of December 12, 2018 minutes: *Trustee Lisa Meehling motioned to approve the December 12, 2018 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
2. New Sewer Plant: Public Works Director John Tolan said we have the Blumenkamp Excavating contract signed. We will ask Rhutasel to stake the lines so we can get moving on that. Attorney Keck has been working with Alison of Burns & McDonnell on the engineering agreement. They agreed to every change in the contract. Fred believes it is a good contract and feels comfortable with us signing it. Alison will be here Tuesday for any questions. Village Administrator Tony Funderburg will email it out tomorrow morning, and we will place it on Tuesday's board agenda. Tony will send the letter to the EPA advising Burns & McDonnell will be the engineer of record.

Trustee Denise Albers motioned to recommend to the full Board the Village enter into an engineering agreement with Burns & McDonnell for the wastewater system improvements not to exceed \$1,678,000 and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.
3. Sewer issues: John has no issues at this time.
4. FSH Minutes: John has nothing new to report.
5. Old Freeburg Road Water Lines: Tony stated he has had numerous conversations with Fred Helms, and has repeatedly asked for a price on the easement from both Fred and Arden Weiss. To date, he has not been given one. Fred stated we made an agreement to mow the ditches, and Tony gave Fred a copy of Arden Weiss' easement and annexation agreements. There was no language in either addressing that. Tony will continue to work on obtaining that dollar amount. Tony stated we paid \$22,000 for the last easement going across that property. John believes Herschel Parrish would be willing to work with us if we decide to change the easement. He thinks it will cost around \$20,000 to bore under the road.

Water/Sewer Committee Meeting
Wednesday, January 16, 2019
Page 1 of 2

6. East and West Tower Work: Item can be taken off the agenda.

John advised Aquasource will be coming out on Monday to do the repair work on Save standpipe.

B. NEW BUSINESS: John stated Gregg put in the water service for Log Logistics and Right of Way Traffic. The sewer and electric are in as well. Trevor has started his basic water class. Gregg and Trevor will work on the cross connection surveys and track the results.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn the meeting at 6:01 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Albers/Heap/Kaiser)
Wednesday, January 16, 2019 at 6:00 p.m.

EXHIBIT I

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:02 p.m., on Wednesday, January 16, 2019, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Mike Heap, Trustee Bob Kaiser, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Lisa Meehling, Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer (absent), Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson.

POOL: A. OLD BUSINESS:

1. Pool: Office Manager Julie Polson advised we have already started advertising for lifeguards. We are short nine guards. Village Administrator Tony Funderburg will bring the rules and pricing to next month's meeting. Public Works Director John Tolan has the exhaust fan on his list of items to address this season.

B. NEW BUSINESS:

1. St. John the Baptist Request for Donation: The committee agreed to donate a 10-day pass.

STREETS: A. OLD BUSINESS:

1. Approval of December 12, 2018 Minutes: Trustee Denise Albers motioned to approve the December 12, 2018 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.
2. E. Apple Street Proposed Repair: Tony stated he and John met to identify the issues they would like to address this year. Tony would like to get a cost to redo the rest of the area around the square park, and also E. Apple/Cherry St. Once the MFT money opens up, we will have about \$300,000 to use. Starting in Meadowbrook at the back, they are going to asphalt the streets. We will need a 3- to 5-year plan which would detail what streets need to be fixed and when. The approximate cost for the streets in Meadowbrook would be \$100,000 - \$110,000. There is \$92,000 - \$97,000 in accrued interest that would be available and almost pay for this project. John stated our guys would dig out and patch the subdivision. John would also like to address the road in front of St. Paul's then Cemetery Road.
3. Drainage Problem Areas (Hill Mine Rd.)/Stormwater Run-Off: Tony stated Fournie completed their repair, and said the problem is the IDOT ditch right past it. He will send letter asking them to clean it out.
4. Customer Issues: None
5. MFT/Belleville St. in front of Post Office Repair: Discussed above. John advised Byrnes & Jones did not get the gutter right on White Street. Jeff of TWM has pushed hard to get them to repair this and complete the project correctly. We will withhold 10% of their pay request until this is resolved.
6. Phone System: Tony stated we are waiting on the zip trunks.

Street Committee Meeting Minutes
Wednesday, January 16, 2019

Page 1 of 2

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



B. NEW BUSINESS:

1. Intersections on Belleville Street by Post Office Four-Way Stops: John would like to see 4-way stops at the intersections of Belleville/High and Belleville/White. Both the Fire Department and Police Department are in agreement with John's request.

Trustee Denise Albers motioned to recommend to the full Board the intersections of Belleville and High and also Belleville and White become 4-way stop intersections and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

2. TWM Invoice for Work by Fire Department: Tony stated we are now including engineering invoices in the packet. The committee approved TWM's invoice in the amount of \$1,338.75.
3. 2019 Dispatching Fee: Tony advised this is our yearly Cencom dispatching fee. Julie stated last year's bill was \$25,000 and \$39,000 the year before that.

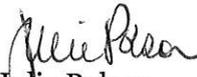
Trustee Denise Albers motioned to recommend to the full Board approval of St. Clair County 2019 Dispatching Invoice in the amount of \$34,065.60 and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

Tony provided best estimates for the items not included in the police expansion bid. He would like to finance them with a 5-year loan of \$137,000. Tony commented Mike is working on getting items donated and asked for any help with that. He will bring the loan information to the next committee meeting. Since we are progressing quickly on the building, a decision will need to be made at that meeting.

- C. **GENERAL CONCERNS:** John reported the radar sign has been moved to Cemetery Road. Mr. Herr's drainage work has been completed. The leaf pickup program is done for the year. During the recent snow storm, we had three different shifts and worked 20 hours straight. We had a few equipment issues, and we are working to get them done this week. John complimented our public works employees for a job well done. Trustee Matchett asked about the broken leaf machine. John said we used the backhoe to collect the leaves since it works well when the leaves were wet.

- D. **PUBLIC PARTICIPATION:** None.

- E. **ADJOURN:** *Trustee Denise Albers motioned to adjourn the meeting at 6:31 p.m. and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*


Julie Polson
Office Manager



INVOICE

PATTY A. SPRAGUE
County Auditor
 St. Clair County
 10 Public Square
 Belleville, IL 62220-1623
 Phone (618)-277-6600

CUSTOMER NO: 265
 VILLAGE OF FREEBURG POLICE
 CHIEF STAN DONALD
 14 SOUTHGATE CENTER

 FREEBURG, IL 62243

INVOICE DATE: 01/02/2019
INVOICE NO: 2019-00000013
TOTAL DUE: \$34,065.60

Please detach and return with payment

For questions concerning call volume, please contact Herbert Simmons at (618)-825-2684

For questions concerning payment, please contact Lori Rauckman at (618)-825-2266

2019 Dispatching (calls incurred in 2018)

INVOICE NO: 2019-00000013

INVOICE DATE: 01/02/2019

Description	Quantity	UOM	Unit Price	Total Price
EMA Dispatching Calls	3314	SER	\$10.2500	\$33,968.50
Leads Fee	1	SER	\$97.1000	\$97.10

TOTAL DUE: \$34,065.60