

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

VILLAGE TREASURER  
Bryan A. Vogel

# VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR  
Tony Funderburg

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Michael J. Schutzenhofer

ESDA COORDINATOR  
Eugene Kramer

ZONING ADMINISTRATOR  
Matt Trout

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

March 9, 2020

## NOTICE MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Matchett/Albers/Heap/Kaiser)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, March 11, 2020 at 6:00 p.m.**

### PUBLIC PROPERTY COMMITTEE MEETING AGENDA

#### SWIMMING POOL:

##### A. Old Business

##### B. New Business

1. Freeburg District #70 Annual Spring Carnival Donation Request
2. Possible Lifeguard Hires of Rachel King, Lauren Holcomb and Mya Gebke

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##### A. Old Business

1. Approval of February 12, 2020 Minutes
2. E. Apple Proposed Repair
3. Drainage Problem Areas/Stormwater Run-Off
4. Customer Issues
5. MFT – TWM Invoice #65120 in the amount of \$3,894.76
6. Sale of 310 W. Washington
7. Village Hall Floor Update
8. Fire Department Shed
9. Citizen's Bid for the Bobcat Loan

##### B. New Business

1. C. J. Schlosser Revised Proposal
2. Stop Sign Request at E. Mill and N. Vine
3. TWM Agreement for Professional Services for 2020 Freeburg Streets – Phase I

##### C. General Concerns

##### D. Public Participation

##### E. Adjourn

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

RECEIVED  
FEB 28 2019

March 1, 2020

To Whom It May Concern:

The Parent Teacher Organization of Freeburg District #70, is sponsoring its 21st Annual Spring Carnival on May 14, 2020. The carnival consists of lunch, snacks, rides, games, photo booth, basket raffle, and attendance prizes for approximately 800 children. Many of these things are provided at minimal or no cost to the student. The students have a great time and look forward to this event every year.

With that being said, the PTO could not have such a successful event each year without the help of friends like you. Whether you've contributed in the past or are considering helping for the first time, we THANK YOU!! We appreciate any contribution of prize items or monetary donations, as this will greatly help to ensure another successful carnival.

If you'd like to donate, please mail your contribution to:

Freeburg Elementary School  
PTO Carnival  
ATTN: Stephanie Ketchum  
408 South Belleville Street  
Freeburg, IL 62243

If you have any questions or prefer to have your donation picked up, please contact me via phone, text, or email at 618-304-4718 or [ketchum@frg70.org](mailto:ketchum@frg70.org).

Thank you in advance for your support of our students, school, and community!

Sincerely,



Stephanie Ketchum  
PTO Parent Volunteer

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Mike Blaies  
Ray Matchett, Jr.  
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Web Site: www.freeburg.com

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Matchett/Albers/Heap/Kaiser)  
Wednesday, February 12, 2020 at 6:00 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 Public Property Committee was called to order at 6:36 p.m., on Wednesday, February 12, 2020, 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, Public Works Director John Tolan, Zoning Administrator Matt Trout, Police Chief Mike Schutzenhofer, Village Attorney Fred Keck, Village Administrator Tony Funderburg and Office Manager Julie Polson (absent). Guests present: Crew Worker Trevor Breitwieser and Janet Baechle.

**POOL: A. OLD BUSINESS:** None.

**B. NEW BUSINESS:**

1. Freeburg Community High School Donation Request to Benefit Athletic Program: The committee approved a 10-day pass to the pool.
2. Freeburg Community High School Donation Request for Post Prom: The committee approved a 10-day pass to the pool.
3. Freeburg High School Music Boosters Donation Request: The committee approved a 10-day pass to the pool.
4. Lifeguard Hire of Carmen Stein and Jackson Lee: *Trustee Denise Albers motioned to recommend to the full Board to hire Carmen Stein and Jackson Lee as lifeguards and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*

**STREETS: A. OLD BUSINESS:**

1. Approval of January 15, 2020 Minutes: *Trustee Denise Albers motioned to approve the January 15, 2020 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
2. E. Apple Street Proposed Repair: Public Works Director John Tolan will discuss this under MFT.
3. Drainage Problem Areas/Stormwater Run-Off: John advised we have water in backyards everywhere. He said overall, we came out pretty good.
4. Customer Issues: John said we are about the same.
5. MFT: John and Tony discussed the funding for MFT and agreed to only work with our annual allotment of \$117,000 and not expect any additional money from the state. We will increase to about 18,000 gallons of oil and be able to do a few more streets. We will use MFT for our general maintenance. Our projects include:

Cemetery Road to correct the drainage, ditching, repair the shoulders, maybe widen it as well using our guys and oil and chip.

Westview Road from Kessler to Wolf. John would like to hire a contractor to scarify/pulverize the road to smooth out the hills, ditch for better drainage on the west side using the millings from Meadowbrook and get that as a good base. From Kessler around the curve about 425 feet, he would

Street Committee Meeting Minutes  
Wednesday, February 12, 2020

Page 1 of 2

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



like to hot mix with asphalt, oil and chip the rest. We have \$100,000 in streets, and he would like to use \$40,000 of that. Using street funds will keep MFT engineering costs down.

W. High/Main St.: Main Street – mill the surface and hot mix asphalt 360 feet from Koesterer St. to Kaesberg's storm water culvert.

W. High/Railroad: from the fire house through the curve on Railroad, 130 feet of work to fix the drainage, take out the rough pavement around the curve.

E. Apple/Cherry would be the last big project. He would replace/flatten out the gutters, take both sides of the road down, take the crown out of Cherry street, fix the drainage that comes down Edison street, update the sidewalk ramps to make them ADA compliant, pave 15 feet at each intersection, oil and chip the remaining roadway. He thinks this project would cost \$55,000 - \$65,000 depending on the topographical study and where drainage will need to come out. He has \$20,000 in the current budget and would like to use \$17,000 of it to get this project going. That would need to be spent by March 31<sup>st</sup>.

S. Walnut, S. Potter culverts: have our crews replace the culverts and riprap. He believes this project can be done in a few days in this year's budget.

He prioritized the 3 larger projects: Westview, Apple/Cherry and Main St./W. High/Railroad. He will keep \$20K in street fund for general maintenance, repairs. Chairperson Ray Matchett believes it is a good plan. Mayor Speiser said on some of the smaller projects, he would like to see us using a local firm. Tony said we use TWM for MFT and these projects include MFT funds.

6. Sale of 310 W. Washington: *Trustee Denise Albers motioned to recommend to the full Board to Accept Scott and Angela Mueller's Bid in the amount of \$10,050 to purchase 310 W. Washington and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
7. Village Hall Floor Update: Tony said Scott Bauman found the problem, fixed it and sealed the wall.
8. Fire Department Shed: Previously discussed.

**B. NEW BUSINESS:**

1. St. Clair County Parks Grant: Tony stated we received the grant. The two mowers are ordered.
2. Knights of Columbus Collection Request: The committee agreed with the request.

John received three bids for a new skid steer: Gehl - \$55,000; Deere - \$50,341, and Bobcat - \$44,848. Bobcat gave a great municipal discount which includes a 2-year or 2,000-hour warranty and Mayor Speiser agreed it is a pretty good deal. Tony advised we would finance the purchase. Tony confirmed this equipment purchase is in the budget.

*Trustee Denise Albers motioned to recommend to the full Board the purchase of a Bobcat of St. Louis skid steer not to exceed \$44,900 and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Denise Albers motioned to adjourn the meeting at 7:11 p.m. and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*

  
Julie Polson  
Office Manager

**Invoice**

Thouvenot, Wade, & Moerchen Inc.  
Exceptional Service.  
Nothing Less.



RECEIVED  
MAR 04 2019

Tony Funderburg  
Village of Freeburg, IL  
14 Southgate Center  
Freeburg, IL 62243

February 29, 2020  
Project No: T32180733  
Invoice No: 65120

Project T32180733 2019 MFT Program - Freeburg

For professional services rendered including:

- Work on project closeout
- Estimates for MFT work

**Consulting Services through February 15, 2020**

**Fee**

|                  |           |                           |                   |
|------------------|-----------|---------------------------|-------------------|
| Total Fee        | 27,511.73 |                           |                   |
| Percent Complete | 79.9339   | Total Earned              | 21,991.21         |
|                  |           | Previous Fee Billing      | 18,096.45         |
|                  |           | Current Fee Billing       | 3,894.76          |
|                  |           | <b>Total Fee</b>          | <b>3,894.76</b>   |
|                  |           | <b>Total this Invoice</b> | <b>\$3,894.76</b> |

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Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc. - 4940 Old Collinsville Road - Swansea IL 62226 - Customer agrees to pay service charge of 1 1/2% (18% annual) against accounts more than 30 days past due. - Please return a copy of this invoice with payment. - Telephone 618.624.4488 - Fax 618.624.6688



February 28, 2020

TO: Village of Freeburg  
RE: finance a new trackloader using an unsecured loan for the Street Department

Fax # (618) 539-5590

*(Subject)*

Citizens Community Bank would like to offer the bid of an interest rate of 2.70% to finance the new trackloader, 7 year term with 7 annual payments starting 12 months from inception.

No fees. No conditions.

Loan amount – approximately \$45,000.00.

If you have any questions, please feel free to call me at (618) 539-4704.

Sincerely,

Peter E. Vogel  
President / CEO  
NMSL # 612848

PEV / mak

9 East Main Street • P.O. Box 157  
MASCOUTAH, IL 62258  
Phone: (618) 566-8800  
Fax: (618) 566-2827

620 North State Street • P.O. Box 40  
FREEBURG, IL 62243  
Phone: (618) 539-4704  
Fax: (618) 539-4791

311 South State Street  
FREEBURG, IL 62243  
Phone: (618) 539-5878  
Fax: (618) 539-6194

704 New Baldwin Road  
NEW ATHENS, IL 62264  
Phone: (618) 475-3297  
Fax: (618) 475-4649



## Julie Polson

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**From:** Tony Funderburg  
**Sent:** Thursday, February 27, 2020 3:33 PM  
**To:** Julie Polson; Denise Albers; Debbie Pierce  
**Subject:** C. J. Schlosser & Company, L.L.C.

FYI

Tony Funderburg  
Village Administrator  
Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243  
618/539-5705  
618/539-5590 (fax)

**From:** Kevin Tepen <KTepen@cjsco.com>  
**Sent:** Thursday, February 27, 2020 1:09 PM  
**To:** Tony Funderburg  
**Subject:**

Tony,

It was nice talking with you about our proposal. I understand that is important for governments to receive the best services for the most competitive prices. Based on that, we would be willing to lower our proposal price by \$600 in this year to \$9,300. Using this new price base, the following two years would be \$9,450 and \$9,600. Thank you for your consideration of our Firm.

Kevin Tepen

C. J. Schlosser & Company, L.L.C.  
233 East Center Drive  
Alton, IL 62002  
(618) 465-7717

**Julie Polson**

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**From:** Please Do Not Click Reply <support@govoffice.com>  
**Sent:** Wednesday, March 4, 2020 4:15 PM  
**To:** Julie Polson  
**Subject:** Submit a Work Order (form) has been filled out on your site.

Your Site has received new information through a form.

Form: Submit a Work Order

Site URL: [www.freeburg.com](http://www.freeburg.com)

-----  
Name: Steven Tomei

Address: [REDACTED]

Phone Number: [REDACTED]

Issue/ Request: I am requesting the placement of a stop sign at the intersection of East Mill and N. Vine street. I have two small children and several of my neighbors have small children that like to play outside. The traffic on East Mill travels at a high rate of speed when heading towards and from Jack's Run rd. I think this stop sign will help greatly to reduce the speed on this road and help keeps the kids playing outside a lot safer. Thank you.

Do Not Click Reply - This e-mail has been generated from a super form.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between **Village of Freeburg, IL** (“Owner”) and **TWM, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **2020 Freeburg Streets – Phase I** (“Project”).

Engineer’s services under this Agreement are generally identified as (“Services”):

- **Perform topographic survey at the intersection of Apple Street and Cherry Street**
  - **Perform topographic survey along the curve on High Street near the fire station**
- 

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services by March 27, 2020.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment*

A. Owner shall pay Engineer for Design Services as follows:

1. **A Lump Sum fee of \$4,500.**

2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None.**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's hours of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard current hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard current hourly rates are attached.

## 3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Engineer shall furnish documents to Owner for specific projects as defined by this agreement. Any use, reuse, or modification of the documents for other projects or purposes, without written verification, completion or adaptation by Engineer is not permitted and Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse, or modification of the of the documents permitted by Owner without written verification, completion or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for

or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal,

State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: None*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Village of Freeburg, IL**

Engineer: **TWM, Inc.**

By: \_\_\_\_\_

By: Sheila Kimlinger

Print name: \_\_\_\_\_

Print name: Sheila Kimlinger, PE, SE

Title: \_\_\_\_\_

Title: Transportation Department Manager

Date Signed: \_\_\_\_\_

Date Signed: 3/5/20

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

14 Southgate Center

4940 Old Collinsville Road

Freeburg, IL 62243

Swansea, IL 62226