

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

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

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

February 12, 2018

NOTICE

MEETING OF THE PUBLIC WORKS COMMITTEE Trash/Water/Sewer (Blaies/Meehling/Pruett/Trout)

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, February 14, 2018, at 5:45 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items to be Reviewed
 - A. Old Business
 - 1. Approval of January 10, 2018 Minutes
 - 2. New Sewer Plant
 - 3. Sewer Issues/Sewer Fuel Odors
 - 4. FSH Minutes
 - 5. Sewer Main – Jack’s Car Wash
 - 6. W. Apple St./Schiermeier Road/Old Freeburg Road Water Lines
 - 7. Private Sewer at Potter/West Street
 - 8. East and West Tower Work
 - B. New Business
 - 1. Spring Clean Up
 - 2. Executive Session to Discuss Personnel (Crew Worker Hire), 5 ILCS 120/2 – (c)(1)
 - C. General Concerns
 - D. Public Participation
 - E. Adjourn

At said Committee Meeting, the Village Board of 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)]; or real estate transactions [5 ILCS, 120/2 - (c) (5)].

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Blaies/Meehling/Pruett/Trout)
Wednesday, January 10, 2018 at 5:45 p.m.

VILLAGE ADMINISTRATOR
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The Public Works Committee Meeting was called to order at 5:46 p.m. on Wednesday, January 10, 2018, by Chairman Mike Blaies. Members present were Chairman Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard (5:52 p.m.), Trustee Denise Albers, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Todd Peek from TWN, John Moeser and Janet Baechle.

A. OLD BUSINESS:

1. Approval of December 13, 2017 minutes: *Trustee Lisa Meehling motioned to approve the December 13, 2017 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*
2. New Sewer Plant: Village Administrator Tony Funderburg advised we have a proposed facility plan for review, and Todd Peek from TWM is here to answer any questions. Tony explained we do not have a choice, our plant needs to be upgraded. This plan includes everything that we would need or want. The draft plan will be sent to EPA, and they either approve or disapprove it. At that time, we would send it out for a RFQ and choose an engineer. We would not go out for bid unless the design is approved by the EPA.

TWM's proposed plan includes a 30-year loan in an estimated amount of \$9,903,987.50 and to finance the total cost of construction it would amount to \$339,070 for the projected yearly cost. Tony advised Todd sent him an email that showed the rates for a 4,500 gallon per month user, the current cost is \$36.50 and it would rise to \$55.13 per month. Tony advised we would put the rates into effect once the engineer is hired and the design of the plant is known. Todd stated you would start paying back the EPA six months after the construction is done. Tony advised we have to pay for the design engineering out of our reserves. When you start building, then EPA reimburses you.

Trustee Matt Trout motioned to recommend to the full Board TWM's West Wastewater Treatment Facility Project Plan for approval and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

3. Sewer issues/Sewer Fuel Odors: John advised we don't have any issues at this time.
4. FSH Minutes: Nothing to report.

5. Sewer Main – Jacks Car Wash: Will work on that, no bids yet.
 6. W. Apple St./Schiermeier Road/Old Freeburg Road Water Lines: John stated the W. Apple Street line samples came back with a few colonies of bacteria, so we will flush the line, rechlorinate it and sample again. Tony stated with regard to Schiermeier Road, he does not have a bid document prepared. He and John have not had time to talk about this. Regarding Old Freeburg Road, Tony is waiting on the board to approve this project. He advised this information was sent to the trustees. The cost for this line would be \$72,000 in materials and \$11,000 in engineering.
 7. Private Sewer at Potter/West Street: Nothing to report.
 8. East and West Tower Work: John is waiting on the report from Suez.
- B. NEW BUSINESS:** John stated we have four water main breaks in five days and only had to issue one boil order. Our guys work it hot so we don't have to issue boil orders, and John stated our guys have done an excellent job.
- C. GENERAL CONCERNS:** None
- D. PUBLIC PARTICIPATION:** None.
- E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn the meeting at 6:08 p.m. and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

F.S.H. WATER COMMISSION
TUESDAY, DECEMBER 19, 2017

1. CALL TO ORDER. The meeting of F.S.H. Water Commission was called to order by President Ken Vielweber in the Village of Freeburg at 7:31 PM with the following present: Ken Vielweber, Joel Boeving, John Tolan, Chad Rhutasel, Larry Rhutasel and Brenda Anderson, representing Bryan Vogel.
2. MINUTES. John Tolan motioned and Joel Boeving seconded to approve the November 28th minutes. Motion carried. (3-0)
3. JANUARY MEETING AND HEARING DATE. Next meeting and hearing date will be January 23, 7:30 PM.
4. GUESTS. None
5. CORRESPONDENCE & REPORTS. S.L.M. November 15th minutes were presented.
6. TREASURER'S REPORT. Treasurer's report, claims and bills for December were presented. A motion to approve the bills, after adjusting the amount due to Haier Plumbing to \$1418.13, and reports presented was made by Joel Boeving, seconded by John Tolan. Motion carried by roll call vote. (4-0) The Haier bill was adjusted because Chad said F.S.H. was only responsible for 50% of labor costs. The balance is to be paid by Hecker.
7. INVESTMENTS. As of 12/19/17:

Bank	Amount	Rate	Term	Maturity	Payments	Cert. #
Citizens Bank	\$250,000.00	2.15%	84 MO	09/10/24	Quarterly	11977641
Citizens Bank	\$150,000.00	2.20%	84 MO	10/17/23	Monthly	11977639
Citizens Bank	\$100,000.00	2.15%	84 MO	08/06/24	Monthly	11977640
Citizens Bank	\$150,000.00	2.12%	60 MO	03/20/21	Quarterly	11977644
Citizens Bank	\$300,000.00	1.75%	84 MO	09/06/20	Quarterly	11977643
Money Market	\$444,368.50	1.25%	N/A		Monthly	11977602
8. ENGINEER'S REPORT. Larry Rhutasel said there was nothing to report.
9. HYDRO SERVICES, INC.
 - A. Chad Rhutasel reported that Norman Becker has a small water leak before the meter. Chad will look at it and see what the problem is.
 - B. Chad stated Ehret needs a tax exempt certificate to proceed with the hydrant installation. He requested that Bryan drop one off at his office since he no longer has a fax machine.
10. COMMISSIONER'S COMMENTS.
 - A. Vielweber: Ken apologized for not appointing Bryan Vogel as Clerk/Treasurer at the November meeting. John Tolan motioned to accept the appointment with a second from Joel Boeving. Motion carried. (3-0)
 - B. Boeving: None.
 - C. Tolan: None.
 - D. Wittenuer: Absent.
11. ADJOURN. John Tolan motioned and Joel Boeving seconded to adjourn at 7:38 PM; motion carried. (3-0). The meeting was adjourned until January 23, 7:30 PM.

Bryan A. Vogel / Clerk

Ken Vielweber / Chairman



4516 Boardwalk
Smithton, IL 62285
618.530.1694
reylingdc@gmail.com

November 8, 2017

Mr. Tony Funderburg
Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

RE: Old Freeburg Road Waterline Extension
Project No. 17-162

Dear Mr. Funderburg:

At your request, Reyling Design and Consulting, LLC ("RDC") is pleased to prepare the following proposal (the "Proposal") for the Village of Freeburg (the "Client") for the Old Freeburg Road Waterline Extension (the "Project"). The Proposal set forth herein, any exhibits attached hereto, and the attached terms and conditions ("Terms and Conditions") constitute the entire agreement between the parties (the "Agreement") regarding the Project. You will signify your acceptance of the Agreement by signing below, completing the necessary information on Exhibit A attached hereto and incorporated herein.

The following is a description of the scope of services (the "Engineering Services") that RDC will provide for the Project:

SCOPE OF SERVICES AND PROPOSED FEE

The proposed projects will include the extension of an 8" PVC, C-900 pipe along Old Freeburg Road within St. Clair County Right-of-Way (ROW). The waterline extension will be approximately 6,800 LF from the existing waterline at the intersection of Illinois Route 13/15 and Old Freeburg Road in the northwest direction to Turf Lane. The project will include permitting from the Illinois Department of Transportation (IDOT) for the waterline tap/tie-in and from Canadian National (CN) Railway for a waterline bore under the existing railroad.

Survey

- We will perform survey work to determine surface features for the proposed alignment of the waterline.

Construction Drawings and Permitting

- We will prepare a set of plans for the waterline extension which will include a cover sheet, construction notes and legend, plan sheets, and standard details. Plans will be completed in

accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Village of Freeburg requirements.

- We will prepare an Illinois Environmental Protection Agency (IEPA) application for construction permit for the waterline extension. We will respond to any comments from the IEPA until a construction permit is obtained.
- We will prepare and obtain any and all necessary permitting from St. Clair County Highway Department (SCCHD) to construct the proposed watermain within the limits of SCCHD Right-of-Way.
- We will prepare an IDOT Highway Utility Permit Application and respond to any comments from IDOT until a permit is obtained. We only anticipate the need for a IDOT Highway Utility Permit to tap/tie-into the existing waterline at the intersection of IDOT Route 13/15 and Old Freeburg Road.
- We will prepare a Waterline Bore Permit Application with Canadian National Railway (CN) and respond to any comments from CN until a permit is obtained. We only anticipate the need for a CN permit to construct and bore the proposed waterline under the existing railroad.

General Notes

- These base fee services include all required in-house review printing, creation of pdf plots of bid and construction drawings. All travel expenses related to meetings and base scope site visits shall be compensated per the rate schedule (attached).
- This proposal does not include any environmental services, geotechnical design services. If these services are required, the Client shall retain the appropriate consultant to provide these services.

Proposed Fee

Our Survey and Engineering services will be provided for a Lump Sum for Eleven Thousand, Two Hundred Ninety-Five Dollars.

FEE, ADDITIONAL SERVICES, AND RELIANCE ON ENGINEERING SERVICES

The above fee, which is valid for up to 60 days from the date of this Proposal, does not include any fees required by municipal ordinance, code or other regulatory agency. The above fee also does not include any out-of-scope services that might be added during the course of our work, nor does it include additional services that might be requested following completion of the Engineering Services. Additional services, as requested, must be mutually agreed on by the parties and will be billed at our then current hourly rates, or as otherwise agreed. The Terms and Conditions will apply to any future Engineering Services you authorize for this Project. Please be advised that the Engineering Services to be provided by RDC will only be performed by RDC for the Client. Written consent must be provided by RDC should anyone other than the Client wish to rely on the Engineering Services.

Additional Design and Consulting Services

Any services not listed above may be completed on hourly basis. These services include, but are not limited to, the following:

- Acquisition of Title Reports or other Record Information;

- Answer bidder questions during bidding phase;
- Provide construction phase services for review of shop drawing submittals;
- Geotechnical Reports;
- Environmental Site Assessment (ESA) Phase 1 and Phase 2 and other Environmental Studies.

ACCEPTANCE

If the terms in this Proposal and the Terms and Conditions are acceptable, please provide formal authorization to proceed by signing below and returning an executed Proposal and completed Exhibit A. As noted, the executed Proposal, the completed Exhibit A thereto and the attached Terms and Conditions will constitute the entire Agreement. An interest charge of 1½ percent per month will be applied to unpaid balances over 90 days.

Again, we appreciate the opportunity to be of service to you on this Project and look forward to working with you. Should you have any questions regarding this Proposal or the Project, please contact at 618.530.1694.

Sincerely,

Reyling Design and Consulting, LLC

Todd Reyling, P.E.
Manager

AGREED AND ACCEPTED:

Village of Freeburg

By: _____

Title: _____

EXHIBIT A
ACCEPTANCE OF PROFESSIONAL SERVICES

Project Name: Old Freeburg Road Waterline Extension

Project Number: 17-162

Fee: Engineering Service: Lump Sum Fee of \$11,295.00

Accepted By:

Client Name: _____ Address: _____

Contact Person: _____ City, State and Zip: _____

Telephone: _____ Email: _____

TERMS AND CONDITIONS

1. AGREEMENT

These Terms and Conditions govern the contract engineering services (the "Engineering Services") specified in the attached proposal (the "Proposal") and the project (the "Project") contemplated by the Proposal. The Proposal and these Terms and Conditions, along with any exhibits, constitute the entire understanding between the parties (the "Agreement"). When used below, the terms "we," "us," "our," and "RDC" refer to Reyling Design and Consulting, LLC, a Missouri limited liability company, and its consultants and employees. The terms "you," and "your" or "Client" refers to the person or entity to whom the Proposal is addressed.

The parties agree that the terms of this Agreement pertain only to the services specified in the Proposal ("Engineering Services"). They expressly agree that any other engineering work between Client and RDC or any third parties are or will be governed by distinctly separate agreements.

The Proposal will be deemed accepted once: (1) an authorized representative from Client executes it; and (2) RDC receives any initial payment it may be owed as stated in the Proposal. RDC will not perform any work described in the Proposal until both conditions are met. The Project Number set forth in the Proposal shall serve to identify the Proposal.

The waiver or modification of these Terms and Conditions defined herein shall not be considered binding unless otherwise explicitly agreed to by RDC in writing.

2. SCOPE OF WORK

The Proposal clearly outlines the scope of the Engineering Services to be performed by RDC.

Should Client request changes to be made to the Engineering Services, RDC reserves the right to adjust milestones, deadlines and delivery dates and if necessary perform quoted price adjustments accordingly, in reference to the changes. Client accepts, that RDC is only providing the Engineering Services as defined herein. RDC is not required to perform services for the following: (i) work not defined in the Proposal; (ii) work outside the area

of RDC's expertise; or (iii) work in violation to any applicable codes, regulations and laws.

3. RDC RESPONSIBILITIES

RDC shall perform the Engineering Services described by this Proposal.

RDC shall perform all the Engineering Services in a professional and workmanlike manner and in accordance with generally recognized commercial practices and standards.

4. CLIENT RESPONSIBILITIES.

Client shall fully cooperate with RDC in a timely manner during the term of this Agreement. Client shall be solely responsible for supervision and control of its personnel and internal operations.

In a timely and efficient manner Client will supply RDC with all necessary information, documentation, drawings, etc. as necessary for RDC to perform the Engineering Services. Client warrants that there will be no breach of contract between Client and any third party by supplying RDC with said information. All of the information is provided by Client at its own expense. Client is responsible for the accuracy and quality of the information supplied to RDC and will be responsible for any problems arising to such a deficiency.

5. PERSONNEL

RDC and Client shall each appoint a Project Leader to monitor and coordinate the performance of this Agreement. Either party may change their own appointees by written notice to the other party. Except for routine correspondence and invoicing, notices will be directed to such Project Leaders.

RDC reserves the right to select and reassign any qualified RDC employees or subcontractors to provide the Engineering Services in this Proposal. RDC reserves the right to perform similar services for other parties using such RDC employees or subcontractors.

RDC personnel will not enter or remain at Client's facility to perform work without the presence of the Client's Project Leader or an authorized employee.

6.CHANGES IN WORK

Either party may request changes to the Proposal at any time prior to acceptance by addressing a written request to the other party's Project Leader. Changes shall only be effective if agreed to by RDC and Client and documented by a revised Proposal.

If Client requests changes after the Proposal is accepted or if RDC determines that any Client supplied information is inaccurate or incomplete, RDC reserves the right to either agree to appropriate changes in a revised Proposal or to proceed with the original Proposal. Client will be responsible for any additional fees or costs that may result from revisions to the original Proposal.

7.PAYMENT

RDC shall provide Client with a payment schedule as part of the Proposal. Unless otherwise stated in writing, all charges quoted are valid for sixty (60) days after the date of the Proposal.

Prices quoted in the Proposal do not include any taxes, including state and local use, sales, property (ad valorem) and similar taxes. Client agrees to pay all such taxes. If applicable, RDC shall list such taxes as a separate item on the invoice.

Charges shall be invoiced by RDC and shall be due and payable as set forth in the Proposal. Interest from the due date shall accrue as provided in the Proposal.

8.LIMITED WARRANTY; REMEDY FOR BREACH OF LIMITED WARRANTY

The Engineering Services will be provided in accordance to generally accepted engineering services under the usage of reasonable care and skill, which is commonly implemented by members of the same/identical profession. In light of the nature of Engineering Services provided, RDC cannot warrant or guarantee that the Client's project will be successful. As such other than implied by this section, RDC does not warrant or

guarantee, whether expressed, implied or statutory any part of the Engineering Services provided to Client.

RDC and Client agree that the Engineering Services provided by RDC do not constitute the acquisition of any financial or operational risks of Client by RDC. Client is solely responsible for his/her/its own financial and or operational risks. In the event the Engineering Services were in error or faulty, RDC shall have the right by means of economical efforts to correct its mistake or re-perform such Engineering Services within 45 days at no additional cost to Client. Client acknowledges that the sole and exclusive remedy, and RDC's sole and exclusive liability, for any faults in the Engineering Services shall be limited to the correction, re-performance or the substitution of such services by RDC.

9.GENERAL LIABILITY AND LIMITATION THEREOF.

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising out of our negligent acts, but such hold harmless and indemnity will be limited to that coverage by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

Under no conditions shall RDC be held responsible or liable for any special, indirect, incidental or consequential damages, including but not limited to the loss of profits or business interruption, however such incidents were indirectly or directly caused by the Engineering Services provided in accordance to this Agreement.

10.HOLD HARMLESS

You agree, the fullest extent permitted by law, to indemnify and hold us and our employees and subcontractors harmless against any damages, liabilities or costs, including but not limited to additional fees and costs associated with any such measures and further agree to defend, indemnify and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from RDC's encountering any unforeseen and unanticipated condition.

11.UNFORESEEN CONDITIONS

The Engineering Services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of any additional Engineering Services, shall be borne by you. You shall indemnify and hold harmless RDC, our subcontractors and agents and employees or any of them from and against claims, damages, losses and expenses including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

12.OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement, and upon performance of all your obligations under this Agreement, all drawings and specifications and data prepared by us pursuant to the Proposal shall become your property. Such conveyance does not deprive us of the right to retain electronic data or other reproducible copies of the drawings and specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such drawings and specifications. We will, however, retain ownership and possession of original recorded plats.

You agree that designs, plans, specifications, reports, proposals and similar documents prepared by us are instruments of professional service, and as such, they may not under any circumstances be altered by any party except RDC. You warrant that our instruments of service will be used only and exactly as submitted by us. Accordingly, you shall waive and claim against us and shall, to the fullest extent permitted by law, indemnify, defend and hold us harmless of any claim or liability, including but not limited to

attorney and expert witness fees for injury or loss arising from the unauthorized alteration of our instruments of service.

13.THIRD PARTY BENEFICIARIES

This Agreement shall not be used to be construed, so as to create any contractual relationship with or an action in favor of another party other than Client. This Agreement is solely to be understood as to govern the relationship as defined by the Proposal in accordance with the delivery of the Engineering Services. No other party shall hold RDC responsible for the performance or nonperformance of said Engineering Services.

14.TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon the Project, we will incur many costs which we would not have incurred had the Project continued to completion. Therefore, it is agreed that an equitable adjustment to our compensation shall include, but not be limited to, all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

15.TIMING OF STANDARDS

We endeavor to perform the Engineering Services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents or use in a different locality that originally designed without our involvement are at your own risk.

16.CONFIDENTIAL INFORMATION

Each party agrees to use the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with its own Confidential Information. Such obligations of confidentiality shall survive any termination or cancellation of this Agreement. All Confidential Information is the sole property of the originator and shall be returned along with all copies upon request.

17.CONSTRUCTION MEANS AND METHODS

Performance of the Engineering Services does not imply liability for us for the contractor's means, methods, techniques, sequences or procedures of construction selected by contractor or safety precautions and programs incident to the work of contractor or for any failure of contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor furnishing and performing the work. Accordingly, we can neither guarantee the performance of the construction contracts by contractor nor assume responsibility for contractor's failure to furnish and perform work.

18.JOB SITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe job site. Neither our professional activities nor the presence of our employees and subcontractors shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

19.HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of

these is defined in the applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances.

You and we acknowledge that the scope of the Engineering Services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on our abut the jobsite or any adjacent areas that may affect the performance of the Engineering Services, we may, at our option and without liability for consequential or any other damages, suspend performance of the Engineering Services until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

20.SITE ENTRY

You will provide right entry for RDC and its employees or subcontractors under the direction of RDC to perform the Engineering Services. We will exercise reasonable care in performing the Engineering Services, however, you understand that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of RDC.

21.SUBSURFACE STRUCTURE OR UTILITIES

You will furnish to us information identifying the type and location of utility lines and other man-made objects beneath the Project site's surface. We will take reasonable precautions to avoid damaging these utility lines and man-made objects.

22.SAMPLES

Soil, rock, water or other samples obtained from the Project site are your property. We shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If, in our opinion, any of the samples collected may be affected by regulated contaminants, we shall package such samples in accordance with applicable law and you shall arrange for lawful disposal procedures. We shall not, under this Agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, we are not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. We will, at your reasonable request, help the client or owner identify appropriate alternatives for the off-site treatment, storage or disposal of these materials for an additional fee.

23. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the Engineering Services that we will provide on your behalf, you shall indemnify, defend and hold us harmless from any claim or liability, including, but not limited to, attorneys' and expert witness fees, for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

24. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in or beneath the site specifically at the time Engineering Services were conducted. You understand that no matter how thorough an Environmental Site Assessment is, we cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if we

believe that reportable quantities are not present, you bear the risk that such contaminants may be present or may migrate to the site after the study is complete.

25. FAILURE TO FOLLOW RECOMMENDATIONS

We disclaim any and all responsibility and liability for problems that may occur during implementation of our plans, specifications or recommendations when we are not retained to observe such implementation.

26. MISCELLANEOUS

RDC shall assume no liability for acts of God, riots, accidents, default of suppliers and subcontractors and the like, which are not governed by the reasonable control of RDC. Neither of the parties may assign this Agreement to a third party without prior written consent of the other party. It is to be understood, that RDC has been hired by Client as an independent contractor. By no means, shall this Agreement convey or create a contractual relationship other than as an independent contractor. In no case shall any party have the right or power under this Agreement to act on behalf of the other party. This Agreement is governed by the laws of the State of Illinois. This Agreement represents the entirety of the business relationship between the parties and supersedes all prior representations and negotiations may they have been either written or oral. This Agreement may only be amended by such instrument in writing and direct identification thereof and has to be signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings contained herein are inserted for convenience only and shall not be deemed to have any substantive meaning. The provisions of Paragraphs 8, 9, 10, 11, 12, 23, 24, 25 and 26, and any monetary obligations hereunder shall survive the termination of this Agreement for any reason.



Schedule of Hourly Rates

Engineering

Manager	\$125.00
Project Engineer	\$110.00
Engineer II	\$85.00
Engineer I	\$75.00

Support Services

Construction Manager	\$110.00
CAD Designer	\$75.00
2-Man Survey Crew	\$100.00

Time for Support Services in excess of 8 hours per day on client's project, or work performed on Saturdays, Sundays, or Holidays, will be invoiced at 1½ times the indicated hourly rate.

Expenses

Travel per mile	\$0.545/Mile
Outside Services (Subconsultants, Subcontractors, or Vendors)	Cost + 15%
Commercial Travel, Meals, or Lodging	At Cost
Per Diem	\$28.00/Day