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

IN ACCORDANCE WITH EXECUTIVE ORDER 2020-07, THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID 447 872 7673
Join URL: https://us02web.zoom.us/j/4478727673
We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com

August 9, 2021

NOTICE
MEETING OF THE PUBLIC WORKS COMMITTEE
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, August 11, 2021, at 5:45 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

I. Items to be Reviewed
   A. Old Business
      1. Approval of July 14, 2021 Minutes
      2. New Sewer Plant
      3. Sewer Issues
      4. FSH Minutes
      5. Old Freeburg Road Water Line – TWM Invoice #70569 in the amount of $5,623.75
      6. Water System Study – TWM Invoice #70534 in the amount of $1,355.50
      7. Repair/Replace Sewer Main East and West Apple
      8. West Street Residents' Sewer Issue
      9. Waste Management Contract Renewal

   B. New Business
      1. Volkert, Inc.'s Engineering Master Services Agreement

   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)]; 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)(2)]

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
JB PRITZKER, GOVERNOR
JOHN J. KIM, DIRECTOR

(217) 782-2027

JUL 2 8 2021

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Mr. Seth Speiser, Village President
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Re: Freeburg
L17-5360

Dear Mr. Speiser:

Based on our review of the executed contract documents for this project, the Agency has revised the following dates contained in the Loan Agreement.

Initiation of Operation	11/03/2022
Completion of Construction	01/02/2023
Request for Final Inspection	01/02/2023
Submission of Evidence of Flood Insurance	01/02/2023

Please be advised that your new estimated initiation of repayment date is now 11/03/2022.

Please submit the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement (found on the Illinois EPA website) as soon as possible.

If you have any questions, please contact Keely Hendricks at 217/782-2027.

Sincerely,

Ellen Perry

Ellen Perry, Manager
Post-Construction Unit
Infrastructure Financial Assistance Section
Bureau of Water

cc: Clerk, Freeburg
Cons. Engr., Burns & McDonnell (Downers Grove)

F.S.H. WATER COMMISSION
TUESDAY, JUNE 22, 2021 MINUTES

1. CALL TO ORDER. The meeting of F.S.H. Water Commission was called to order by President Kenneth Vielweber in the Village of Freeburg at 7:31 PM with the following present: Ken Vielweber, Joel Boeving, Sr., Gary Wittenauer, Chad Rhutasel, Larry Rhutasel, and Bryan Vogel.

2. MINUTES. Gary Wittenauer motioned and John Tolan seconded to approve the May 25th minutes. Motion carried. (3-0).

3. JULY MEETING AND HEARING DATE. Next meeting and hearing date will be July 27th, 7:30 PM.

4. GUESTS. None.

5. CORRESPONDENCE & REPORTS.
   A. Joel provided S.L.M. minutes for May 2021.
   B. John Tolan entered meeting at 7:34pm.

6. TREASURER'S REPORT. Treasurer's report, claims and bills for June were presented. Motion to approve the bills and reports as presented was made by Gary Wittenauer, seconded by Joel Boeving. Motion carried by roll call vote. (4-0)

7. INVESTMENTS. Investments as of June 22, 2021 are as follows:

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	$ 000.00	0.00%	00 MO	00/00/2*	Quarterly	1197****
Citizens Bank	$300,000.00	3.25%	120 MO	09/26/28	Quarterly	55737416
Citizens Bank	$200,000.00	2.65%	60 MO	07/29/24	Quarterly	55737417
Money Market	$866,507.96	0.50%	N/A		Monthly	11977602

8. ENGINEER'S REPORT.
   A. Larry stated it was good to see last months report noted progress on the Hecker water line issue.

9. HYDRO SERVICES, INC.
   A. Chad was questioned what is the minimum chlorine reading he would like to see at the FSH tower; 2ppm.
   B. Herb McCarty was hooked on to the FSH line as a Freeburg customer since last meeting.
   C. FSH water pumps output level was increased by raising PSI level from 135 to 160 to keep up the demand.
   D. Wisper would like to install an additional antenna on the standpipe. Trustees agreed to let Wisper make a monthly rental offer; minimum of $400.

10. COMMISSIONER'S COMMENTS.
   A. Vielweber: Nothing.
   B. Boeving: Nothing.
   C. Tolan: John noted Tony Funderberg continues to make progress on cover letter and ordinance for new customers. Also inquired into water loss numbers and wholesale usage trends reported by Hydro Services.
   D. Wittenauer: Nothing.

11. ADJOURN. Gary Wittenauer motioned and John Tolan seconded to adjourn at 7:56 PM; motion carried (4-0). The meeting was adjourned until July 27th, 7:30 PM.

Chairman - Ken Vielweber Clerk - Bryan A. Vogel

Invoice

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

John Tolan
Village of Freeburg, IL
14 Southgate Center
Freeburg, IL 62243

July 30, 2021
Project No: E09180329
Invoice No: 70569

Project E09180329 Old Freeburg Water Main Extension
For professional services rendered including
- Construction management/observation
- Staking of additional water main

Consulting Services through June 26, 2021

Fee

Billing Phase	Contract Amount	% Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Boundary & Topograhic Survey	13,300.00	100.00	13,300.00	13,300.00	0.00
Base Civil Engineering Design	21,600.00	100.00	21,600.00	21,600.00	0.00
Bidding Services	2,500.00	100.00	2,500.00	2,500.00	0.00
Construction Phase Services (Hourly)	0.00	0.00	7,940.50	2,316.75	5,623.75
Easement Services (Hourly)	0.00	0.00	5,654.00	5,654.00	0.00
Railroad Permit (Hourly)	0.00	0.00	834.25	834.25	0.00
Total Fee	37,400.00		51,828.75	46,205.00	5,623.75
	Total Fee				**5,623.75**
			Total this Invoice		**$5,623.75**

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Invoice

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

John Tolan
Village of Freeburg, IL
14 Southgate Center
Freeburg, IL 62243

July 31, 2021
Project No: E39190103
Invoice No: 70534

Project E39190103 Freeburg-Water Tower Study and IEPA Project Plan
For professional services rendered including:
- Preparation of project plan

Consulting Services from June 30, 2021 to July 15, 2021

Phase 01 Hydraulic Model/Study

Maximum Billable	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	45,734.24	45,734.24	
Maximum Billable Limit			52,400.00	
Maximum Remaining			6,665.76	
		Total this Phase		**0.00**

Phase 02 Project Plan

Professional Personnel

	Hours	**Rate**	**Amount**	
Project Engineer II	5.00	129.00	645.00	
Engineer I	7.25	98.00	710.50	
Totals	12.25		1,355.50	
Total Labor				**1,355.50**

Maximum Billable	**Current**	**Prior**	**To-Date**	
Total Billings	1,355.50	21,908.50	23,264.00	
Maximum Billable Limit			38,700.00	
Maximum Remaining			15,436.00	
		Total this Phase		**$1,355.50**
		Total this Invoice		**$1,355.50**

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Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc.- 4940 Old Collinsville Road - Swansea IL 62226 - TWM Reserves the Option to charge 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

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 1ST day of SEPTEMBER, 2021 (the "Effective Date") by and between WASTE MANAGEMENT OF ILLINOIS, INC., a corporation organized and existing under the laws of the State of ILLINOIS (hereafter "Company"), and THE VILLAGE OF FREEBURG, a municipal corporation created under the laws of the State of ILLINOIS (hereafter "Village") (Company and Village each a "Party" and collectively the "Parties").

WHEREAS, Village desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, Village has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Village agree as follows:

1. DEFINITIONS

a. "**Applicable Law**" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. "**Bagster® Bag**" means a soft-sided polypropylene container that can hold up to 3,000 pounds of solid waste, is purchased by the Service Recipient at a local hardware home supply store or online by the Service Recipient, and is collected by Company using a special vehicle with an overhead crane.

c. **"Bagster® Service"** means a method for Service Recipients to arrange for collection of solid waste as an alternative to temporary bin or roll-off box service, using a Bagster® bag. Company will provide for collection/processing of the Bagster® bag. Bagster® service is intended as a service additional to, and not as a substitution for, temporary Bin or Roll-Off Container service.

d. "**Bin**" means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

e. "**Bulky Waste**" means large household items that do not properly fit in the Service Recipient's Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), and mattresses (must be wrapped in plastic).Bulky Waste excludes any Unacceptable Waste.

f. "**Cart**" means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

g. "**Collection Service(s)**" means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

h. "**Construction and Demolition Debris**" or "**C&D Debris**" means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

i. "**Container**" means a Bin, Cart of Roll-Off Container.

j. **"Contamination"** refers to materials placed in a Recyclables container other than Recyclables, or material placed in an Organic Waste container other than Organic Waste.

k. **"Contamination Charge"** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating Solid Waste or Green Waste placed in Recyclables containers, or for arranging special, unscheduled collections due to

placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.

l. **"CPI-U"** means the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US Village Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

m. **"Dwelling Unit"** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

n. **"Food Waste"** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

o. **"Green Waste"** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

p. **"Multi-Family Complex"** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).

q. **"Multi-Family Dwelling Unit"** means a Dwelling Unit in a Multi-Family Complex.

r. **"Organic Waste"** means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.

s. **"Overage"** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

t. **"Overage Charge"** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

u. "**Premises**" means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

v. **"Process" or "Processing"** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

w. **"Rates"** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit "A" attached hereto, as such may be adjusted from time to time.

x. "**Recyclables**" means the materials described as such in Exhibit B.

y. "**Refuse**" means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

z. "**Residential Premises**" means a Single-Family Premises or Multi-Family Complex.

aa. "**Roll-Off Container**" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

bb. "**Service Area**" means (i) the entire territory included within the Village limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Village limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the Village as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

cc. "**Service Recipient**" means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

dd. "**Single-Family Premises**" means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit

receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

ee. "**Solid Waste**" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

ff. "**Unacceptable Waste**" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM**. The Term of this Agreement shall be for FIVE (5) years commencing on SEPTEMBER 1ST, 2021 (the "Commencement Date") and expiring on AUGUST 31ST, 2026..

3. **EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT**.

a. The Village does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by Village to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single Family premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The Village shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the Village shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. COLLECTION SERVICES.

a. Containers.

i. Company shall provide each Single-Family Premises with one 64-gallon Cart for Refuse. A second 64-gallon Cart will be made available to every Single-Family Premises who generates enough Refuse to require additional capacity at no additional charge. Additional Carts will be available for a fee as set forth in Exhibit A. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall provide Bin service to Residential Services requesting this service. The service frequency and container volume shall be subject to negotiation and agreement between Company and the Service Recipient.

iii. Company shall provide temporary Bin service and Roll-off Container service to Residential Premises that request these services. Company shall deliver and collect temporary Bins or Roll-off Containers at the direction of the Service Recipient.

iv. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear; Company may charge a replacement fee and delivery fee as set forth in Exhibit A. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no

fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee set forth in Exhibit A.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside ONE times (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

ii. Company shall provide complimentary commercial small container service at Village-owned facilities at no additional charge. Facilities and current service levels include but are not limited to:

1. Village Hall: 1-4YD 2X/WEEK
2. Sewer Plant: 1-2YD 1X/WEEK
3. City Pool: 1-8YD 2X/WEEK
4. Maintenance Building: 1-6YD 1X/WEEK
5. Power Plant: 1-4YD 1X/WEEK

Company shall provide additional complimentary commercial small containers and service to address the ongoing needs of the Village at Village-owned facilities as needed.

c. Bulky Waste. Company will provide scheduled Bulky Waste pickup service to all Cart Service Recipients up to twelve (12) times each year and up to ONE (1) item per collection, at no additional charge. Cart Service Recipients will provide Company with at least five (5) business day advance notice and the Bulky Waste will be collected on the scheduled date. Additional pickups or additional items are subject to an additional fee as set forth in Exhibit A.

d. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse,

Recyclables, or Organic Waste), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

e. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

f. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

g. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

h. Temporary Services. Company will have the exclusive right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse, Recyclables, or Organic Waste Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. Company will determine the terms of such services, and the Rates are set forth in Exhibit A.

i. Bagster® Service. Company will, where commercially reasonable, make Bagster® service, consisting of collection of the Bagster® bag and processing/disposal, available to all Service Recipients purchasing a Bagster® bag and requesting collection. Bagster® service is intended as a service in additional to, and not as a substitution for, temporary bin or roll-off service.

j. Special Services. From time to time, Service Recipients may request performance of special services, where a rate is not provided in Exhibit A. Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

k. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

l. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

m. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

n. Missed Pick-Ups and Complaints. All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week, conditions permitting.

o. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon Village or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases Village's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to Village to comply with such new laws or regulations. At such time as (if) any such changed services are implemented, Company and Village shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to compensate Company for implementing said changed services.

p. Natural Disasters. Company will use commercially reasonable efforts to assist Village at the Village's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated

services and rates between Village and Company. Village is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and Village shall reimburse Company for the cost of replacement.

5. SERVICE RECIPIENT BILLING.

a. Service Recipient Billing. The Village shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit A. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The aggregate number of such Service Recipients is currently estimated by the Village to be as follow as of the effective date of this Agreement: 1,698 accounts.. The Village shall provide an updated Service Recipient count monthly, using the form attached hereto as Exhibit C, within ten (10) days of the end of each calendar month.

b. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the Village an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month. The Village shall pay invoices within thirty (30) days of the invoice date. Payment by the Village shall be made by check, wire transfer or ACH debit. The Village shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of one and one-half percent (1.5%) per month.

c. Annual Determination of the Number of Premises With Village Billing.

1. Prior to September 1st, 2021 and each September 1 thereafter, the number of Village-billed Service Recipients shall be determined as follows:

i. Not later than May 30 of each year, the Village shall provide to the Company the total number of Village-billed Service Recipients as determined by the Village.

ii. Company shall have forty-five (45) days to review the total number of Village-billed Service Recipients and the supporting documentation supplied by the Village.

iii. Company shall inform the Village in writing not later than 10 days following the end of the 45-day review period of any disagreement with the total number of Village-billed Service Recipients and the basis for such disagreement.

iv. If Company and the Village are unable to agree upon the total number of Village-billed Service Recipients within 10 days after receipt from the Company of the notice of disagreement, either Party may submit the matter to the Village Board for resolution in its reasonable judgment, provided however, that where Company substantiates that the service has been provided, and the Village does not agree to pay for the services, Company may remove the containers from the premises of the Service Recipient unless payment in full in arrears is subsequently received from the Village.

b. Additional and Unbilled Services. Where a Service Recipient requests services not billed by the Village, or Company identifies additional services that are being provided but that are not billed by the Village, Company may bill Service Recipient for those services in accordance with this Agreement. Additional and unbilled services provided during a calendar month shall be recorded on the form provided as Exhibit D and submitted to Village with Company's monthly invoice.

6. SERVICE RATES.

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the "Rates"), as the same may be adjusted in accordance with this Section 6.

b. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);

2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;

3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;

4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;

5. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

6. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The Village may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the Village shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The Village shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the Village shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

7. DEFAULT AND TERMINATION

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Village for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give Village any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the Village, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the Village for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

11. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold Village harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever,

including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. Village agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Village's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Village, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	Type	Amount
A.	Worker's Compensation	Statutory
B.	Employer's Liability	$3,000,000
C.	Comprehensive General Liability	$5,000,000 per occurrence $6,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	$1,000,000 per occurrence
	ii. Property Damage Liability	$1,000,000 per occurrence
E.	Excess/Umbrella	$15,000,000 per occurrence $15,000,000 aggregate

The Village, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement

of the Collection Services, Company shall deliver to Village certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

13. MISCELLANEOUS PROVISIONS

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: WASTE MANAGEMENT OF ILLINOIS, INC.
7320 HALL STREET, SAINT LOUIS, MO 63147
ATTN: PAUL BICKFORD

If to Village: THE VILLAGE OF FREEBURG, ILLINOIS
14 SOUTHGATE CENTER, FREEBURG, IL 62243
ATTN: TONY FUNDERBURG

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the Village, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

g. Any and all claims arising out of and/or related to this Agreement and/or between the parties shall be brought exclusively in the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF ILLINOIS INC.

By: _____

Name: _____

Title: _____

THE VILLAGE OF FREEBURG, ILLINOIS

By: _____

Name: _____

Title: _____

EXHIBIT A

COMPANY RATES

MONTHLY BASIC TRASH SERVICE RATE SCHEDULE

YEAR 1: $11.25

YEAR 2: $11.70

YEAR 3: $12.17

YEAR 4: $12.66

YEAR 5: $13.16

OPTIONAL SERVICE 1: ADDITIONAL TRASH CART RENTAL

$1.00 PER CART ALL 5 YEARS

OPTIONAL SERVICE 2: APPLIANCE COLLECTON AND RECYCLING

$25.00 PER ITEM ALL 5 YEARS

OPTIONAL SERVICE 3: ADDITIONAL BULK ITEM COLLECTION AND DISPOSAL

$10.00 PER ITEM ALL 5 YEARS

ENGINEERING MASTER SERVICES AGREEMENT

This ENGINEERING MASTER SERVICES AGREEMENT, is made and entered into by and between the **Village of Freeburg**, a Municipal body of the State of Illinois (the "VILLAGE"), and, **Volkert, Inc.** (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Illinois, whose address for mailing is 4 Industrial Drive, Freeburg, IL, 62243, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the VILLAGE requires engineering design and related services which Consultant is able to provide; and,

WHEREAS, the VILLAGE desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the VILLAGE that it is experienced and qualified to provide those services, and the VILLAGE has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen through a Qualified Based Selection Process pursuant to Illinois Department of Transportation (hereinafter "IDOT") Procedures as outlined in Chapter 5 of the Bureau of Local Roads and Streets Manual (June 1, 2017, as revised) and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the VILLAGE to the end that the VILLAGE is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the VILLAGE and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

1. The parties agree that entering into this Master Agreement is no assurance that projects (also known as a Task Orders) will be assigned the CONSULTANT hereunder or that the parties will enter Task Orders hereunder. If and when Task Orders are entered, the CONSULTANT shall provide the SERVICES specified in each individual Task Order issued under this Master Agreement for the agreed price specified in each Task Order.

2. The CONSULTANT shall, for the agreed fees, furnish all services and materials required to fully perform and complete the SERVICES required in the specific Scope of Work for each individual Task Order. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Task Orders, and other exhibits, to the satisfaction of the VILLAGE, which shall include any special requirements of the VILLAGE.

3. The VILLAGE, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work and any other data which may be of assistance to the CONSULTANT and within the possession and control of the VILLAGE.

4. Manuals, guides, and specifications applicable to this Contract shall be those approved and/or adopted by IDOT and/or the VILLAGE and in effect on the effective date of the Task Order, unless otherwise specified in the Task Order or subsequently directed by the VILLAGE or IDOT during the course of the Task Order.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work. The performance of the SERVICES shall be the primary basis for measurement of performance under this CONTRACT. The VILLAGE specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any Task Order begun under this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

1. This CONTRACT shall commence upon the date of execution by the Mayor and extend up to and through April 30, 2022.. The contract term may then be extended for an additional twelve (12) months by mutual agreement of the parties. Work shall continue until complete on any Task Order in progress that remains unfinished as of the date of termination as stated in this CONTRACT. Work on unfinished Task Orders, not completed as of the date of termination stated in this CONTRACT, may continue up to the termination date identified by that particular Task Order.

2. During the term of this CONTRACT, the VILLAGE reserves the right to terminate this CONTRACT or any Task Order, in whole or in part, or any phase of a Task Order begun thereunder, at any time, with or without cause, upon prior written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. In addition to payment for services rendered prior to the date of termination, the VILLAGE shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of the CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the VILLAGE. In no event shall the VILLAGE be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

1. The CONSULTANT shall provide a schedule acceptable to the VILLAGE for each task order. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

2. It being understood, however, that this CONTRACT shall apply to one or several Task Orders which shall be determined from time to time by the VILLAGE. Upon notification by the VILLAGE, the CONSULTANT shall furnish as soon as reasonably possible, an estimated cost for the work proposed along with a proposed progress schedule for such task order. The VILLAGE reserves the right to require changes in such progress schedule as may meet its needs.

3. Upon request of the VILLAGE, the CONSULTANT shall complete the appropriate job related project documents and submit same to the Village Administrator for review and further handling. The documents shall include the estimated Task Order time, the beginning date, the completion date for submission of the assigned work and such intermediate dates as are required to adequately monitor the progress of the assignment.

4. Upon agreement between the parties, a written Agreement setting forth the specific Scope of Work, the progress schedule, and maximum cost for that particular Task Order or phase shall be executed.

5. The CONSULTANT may not begin work on any feature of any such Task Order prior to receiving a notice to proceed from the VILLAGE.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the VILLAGE is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the VILLAGE. The CONSULTANT shall not make any claim, demand or application for any

right or privilege applicable to an officer or employee of the VILLAGE, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

1. Cost and Fees
   If the CONSULTANT provides SERVICES hereunder, it shall be paid on an hourly rate basis, or a lump sum/firm fixed price basis as set forth in the Task Order.

2. Monthly Billing
   The CONSULTANT may submit monthly billing to the VILLAGE. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate VILLAGE personnel to recommend payment. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs into overhead rates. Monthly payments will be made on the basis of a detailed time record. The VILLAGE retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

   The CONSULTANT further agrees that IDOT and FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

3. Billing (Cost Plus Fixed Fee)
   The CONSULTANT may submit monthly progress billings based on a Labor Rate Schedule, which shall be assigned to the Task Order. Once the VILLAGE has approved and accepted the work of the CONSULTANT, the VILLAGE will pay the CONSULTANT any unpaid amounts of the Fixed Fee.

4. Billing (Labor Hour/Unit Cost price)
   The CONSULTANT may submit monthly progress billings based on the Labor Rate Schedule assigned to the Task Order. Once the VILLAGE has approved and accepted the work of the CONSULTANT, the VILLAGE will pay the CONSULTANT any unpaid amounts of the Task Order total.

5. Billing (Lump sum / firm-fixed-price)
   The CONSULTANT may submit one (1) final billing to the VILLAGE at the conclusion of the Task Order or monthly progress billings based on the percent complete of the assignment or in accordance with a Milestone Schedule assigned in the Task Order. Once the VILLAGE has approved and accepted the work of the CONSULTANT, the VILLAGE will pay the CONSULTANT any unpaid amounts of the Task Order total.

6. Progress Reports
   The CONSULTANT shall provide the VILLAGE monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the VILLAGE.

7. Record Retention

The CONSULTANT shall maintain all detailed time and expense records incurred on the Task Order and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the VILLAGE, and copies thereof shall be furnished upon request.. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

1. The CONSULTANT shall clearly indicate on its last Invoice for a Task Order that the Invoice is "FINAL". The Village Administrator will confirm that the Task Order is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the Task Order. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the Task Order. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the Task Order. VILLAGE reserves the right to refuse to make payment on any invoices submitted later than 45 days after the termination date of the Task Order.

2. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the VILLAGE for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and/or associated Task Orders and shall release the VILLAGE from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT and/or associated Task Orders, including payment for all work done, and labor and material furnished in connection with the same.

3. In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care a skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the CONSULTANT and by mutual agreement between the parties, the CONSULTANT will, without additional compensation, correct those services not meeting such a standard.

ARTICLE VIII. REVIEW OF WORK

1. Authorized representatives of the VILLAGE and IDOT may at all reasonable times review and inspect the SERVICES under this CONTRACT and any Task Orders thereunder or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America or State of Illinois a party to this CONTRACT, nor will FHWA or IDOT interfere with the rights of either party hereunder.

2. All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the VILLAGE for inspection and review at all reasonable times. Authorized representatives of the IDOT and FHWA may also review and inspect said reports, drawings, studies and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the VILLAGE shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall indemnify and hold harmless the VILLAGE and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, errors, or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT. Neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages

arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the VILLAGE or any of its officers, agents or employees.

2. In conjunction herewith, the VILLAGE agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT.

ARTICLE X. INSURANCE

1. Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish certificates to the VILLAGE for the following minimum amounts of insurance:

   A. Workers' Compensation Insurance in accordance with the laws of the State of Illinois.

   B. Comprehensive General Liability Insurance with a minimum combined limit of not less than Two Million Dollars ($2,000,000.00) for each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards.

   C. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by the CONSULTANT as a part of the SERVICES, in the event of casualty to, or loss or theft of such documents.

   D. Errors and Omission Insurance in an amount not less than Two Million Dollars ($2,000,000.00) per incident; Two Million Dollars ($2,000,000.00) aggregate.

   E. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than Three Million Dollars ($3-,000,000.00) per incident with respect to the CONSULTANT'S (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

2. In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any Task Order or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has all of the above coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

3. The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

4. Insurance carriers must be properly admitted to do business in the State of Illinois by the Illinois Department of Insurance.

5. A certificate of insurance acceptable to the VILLAGE shall be issued to the VILLAGE by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of the CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this

CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the VILLAGE.

6. The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the VILLAGE prior to the execution of a Task Order and thereafter on an annual basis for the duration of the Task Order.

7. The CONSULTANT shall provide the VILLAGE any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the VILLAGE.

8. If the CONSULTANT fails to procure or maintain required insurance, the VILLAGE may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the VILLAGE shall be repaid by the CONSULTANT to the VILLAGE upon demand, or the VILLAGE may offset the cost of the premiums against any monies due to the CONSULTANT from the VILLAGE.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the VILLAGE or participating in any future contracts with the VILLAGE.

ARTICLE XII. EMPLOYMENT OF VILLAGE'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the VILLAGE for any work required by the terms of this CONTRACT, without the written permission of the VILLAGE, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

1. If, prior to the satisfactory completion of the SERVICES under a task order, the VILLAGE materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or Task Order begun hereunder.

2. Oral agreements or conversations with the VILLAGE, any individual member of the VILLAGE, officer, agent, or employee of IDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

3. The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

4. Minor changes in the scope of work which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the VILLAGE or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

1. It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the VILLAGE. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the VILLAGE. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific Task Orders or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the VILLAGE to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

2. The VILLAGE reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the VILLAGE any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the VILLAGE in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The tracings, plans, specifications, estimates, maps and other documents prepared by the CONSULTANT in accordance with this AGREEMENT shall be delivered to and become the property of the VILLAGE and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the VILLAGE without restriction or limitation as to their use.

ARTICLE XVI. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in St. Clair County, Illinois, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Illinois, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, State of Illinois. The CONSULTANT expressly agrees that under no circumstances shall the VILLAGE be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVII. COMPLIANCE WITH APPLICABLE LAW

1. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
2. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, and ordinances, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
3. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
4. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 4" which is incorporated herein by reference.

6. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 4".
7. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIII. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XIV. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Illinois or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX. ENTIRE AGREEMENT

This CONTRACT and all subsequent task orders constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXI. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the VILLAGE to proceed under this Contract is conditioned upon the availability of funds and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government or the state to provide funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the VILLAGE for the performance of this Contract, the VILLAGE shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this Contract without damage, penalty, cost, or expense to the VILLAGE of any kind whatsoever, in accordance with Article III. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIII. STOP WORK ORDER

1. **Order to Stop Work.** The VILLAGE may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the VILLAGE shall either:

   (a) cancel the stop work order; or

(b) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the VILLAGE decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

3. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the VILLAGE shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the VILLAGE. In no event shall the VILLAGE be liable for lost profits or other consequential damages.

ARTICLE XXIV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the VILLAGE or, if prior approval is impossible, and then notice to the VILLAGE and subsequent review by the VILLAGE which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

VILLAGE:

For Contractual Matters:
Tony Funderburg, Village Administrator
Village of Freeburg
14 Southgate Drive
Freeburg, IL 62243

For Technical Matters:
John Tolan, Director of Public Works
Village of Freeburg
14 Southgate Drive
Freeburg, IL 62243

CONSULTANT:

For Contractual Matters:
Dave Holloway
Volkert, Inc.
1500 Eastport Plaza Drive
Collinsville, IL 62234
(618) 345-8918

For Technical Matters:
Tim Pruett, P.E.
Volkert, Inc.
4 Industrial Drive
Freeburg, IL 62243
(618)539-3178

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

VILLAGE: Village of Freeburg	CONSULTANT: VOLKERT, INC.
By:	By:
Print name:	Print name: Jason A. Watters, P.E.
Title: Village President	Title: Senior Vice President
Date Signed:	Date Signed: August 5, 2021
Federal Employer ID # (Corporation)	
Address for VILLAGE's receipt of notices:	Address for Engineer's receipt of notices:
14 Southgate Drive	1500 Eastport Plaza Dr., Suite 200
Freeburg, IL 62243	Collinsville, IL 62234
Designated Representative:	Designated Representative:
Name:	Name: David Holloway, P.E.
Title: Village President	Title: Engineering Operations Manager
Phone Number: (618)539-5545	Phone Number: 618-799-9047
E-Mail Address:	E-Mail Address: david.holloway@volkert.com

TASK NO. 1

The ENGINEER agrees to the following basic services:

A. General Services.
Provide general engineering and surveying services to the Village of Freeburg in an "on-call, as-needed" basis.

The CLIENT agrees to pay the ENGINEER for the professional services Hourly in accordance with the ENGINEER'S current Compensation Schedule (Compensation Schedule attached.)

Village of Freeburg

By: _____

Date: _____