

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR

VILLAGE ATTORNEY
Wolfgang Muenster Keck Brown, P.C.

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

Join URL: <https://us02web.zoom.us/j/4478727673>

Meeting ID: 447 872 7673

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
Village Hall will be open to the public for this meeting

July 26, 2021

NOTICE

MEETING OF LEGAL AND ORDINANCE COMMITTEE Annexation; Building; Zoning; Subdivision (Heap/Albers/Matchett/Meehling)

A Legal and Ordinance Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, July 28, 2021, at 5:45 p.m.**

LEGAL AND ORDINANCE COMMITTEE MEETING AGENDA

I. Items to be Discussed:

- A. Old Business
 - 1. Approval of June 30, 2021 Minutes
 - 2. Zoning Report/Nuisance Properties
 - 3. Meadow Pines/Edison Estates Subdivisions
- B. New Business
 - 1. Volkert, Inc.,'s Engineering Master Services Agreement
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Legal and Ordinance Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c)(1)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS, 120/2- (c)(2), real estate transactions [5 ILCS, 120/2 - (c)(5)]; discussion of executive session minutes, [5 ILCS-120/2-(c)(21)]; discussion of purchase or lease of real property for the use of the public body, [5 ILCS-120/2-(c)(5)]; or discussion of the setting of a price for sale or lease of property owned by the public body, [5 ILCS-120/2-(c)(6)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

Legal and Ordinance Committee Meeting
(Annexation; Building; Zoning; Subdivision)
(Heap/Albers/Matchett/Meehling)
Wednesday, June 30, 2021 at 5:45 p.m.

The meeting of the Legal and Ordinance Committee was called to order at 5:45 p.m., by Chairperson Mike Heap on Wednesday, June 30, 2021 via the Zoom application. Members attending via Zoom were Chairperson Mike Heap, Trustee Denise Albers, Trustee Ray Matchett, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Bob Kaiser, Zoning Administrator Matt Trout, Chief Mike Schutzenhofer, Public Works Director John Tolan, Village Administrator Tony Funderburg (absent), Village Attorney Fred Keck (absent) and Office Manager Julie Polson (absent). Guest present: Janet Baechle. There were no guests present via Zoom.

A. OLD BUSINESS:

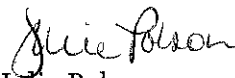
1. Approval of May 26, 2021 Minutes: Trustee Lisa Meehling motioned to approve the May 26, 2021 minutes and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.
2. Zoning Report/Nuisance Properties: Zoning Administrator Matt Trout issued 11 building permits which included 2 electric, 2 deck/patio, 1 solar, 2 fence, 3 new homes in Meadow Pines and 1 pool. Matt has received several solar permits. Regarding the house on State Street, he is waiting on windows and doors, the siding is there. The homeowner at 5 Lakeview has removed the dead tree, and the back yard will get mowed soon.
3. Meadow Pines/Edison Estates Subdivisions: Matt said homes continue to be built at Meadow Pines. Matt said there is a variance hearing on Edison Estates Tuesday night for the smaller lots in the back cul-de-sac to change the front setback to 15 feet instead of 25. We also have an annexation hearing for 3 acres to come in as agricultural by the Industrial Park. Matt has said the detention pond in Meadow Pines has been a problem and will get better once the second phase starts.

B. NEW BUSINESS: Mayor Speiser said the IML Conference is September 23 – 25rd and to let him or Tony know if you are interested in attending. Matt said the baseball team will be at Tuesday's board meeting, and Matt will have the proclamation ready. The softball team will be at the July 19th meeting, and the track participant at the following meeting.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: Trustee Lisa Meehling motioned to adjourn at 5:54 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.


Julie Polson
Office Manager

Legal and Ordinance Committee Meeting
Wednesday, June 30, 2021

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 "CITY"), 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 CITY requires engineering design and related services which Consultant is able to provide; and,

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

WHEREAS, the CONSULTANT herein was chosen through a Qualified Based Selection Process the Consultant 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 CITY to the end that the CITY 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 CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

1. The parties agree that entering this Master Agreement is no assurance that projects (also known as a Task Order) 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 CITY, which shall include any special requirements of the CITY.
3. The CITY, 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 CITY.
4. Manuals, guides, and specifications applicable to this Contract shall be those approved and/or adopted by IDOT and/or the CITY and in effect on the effective date of the Task Order, unless otherwise specified in the Task Order or subsequently directed by the CITY 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 CITY 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 latest date by the Mayor and extend for a period of (24 months) thereafter. The contract term may be extended up to twenty-four (24) 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 CITY 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 CITY 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 CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

1. The CONSULTANT shall provide a schedule acceptable to the CITY 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 CITY. Upon notification by the CITY, 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 CITY reserves the right to require changes in such progress schedule as may meet its needs.
3. Upon request of the CITY, the CONSULTANT shall complete the appropriate IDOT Engineering Services Agreement and submit the requested number of original signed copies to the City Engineer for review and further handling. The individual progress schedules shall include the CONTRACT 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 CITY.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY 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 CITY. The CONSULTANT shall not make any claim, demand or application for any right

or privilege applicable to an officer or employee of the CITY, 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 CITY. 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 CITY 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 time record. The CITY 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 CITY has approved and accepted the work of the CONSULTANT, the CITY 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 CITY has approved and accepted the work of the CONSULTANT, the CITY 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 CITY 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 CITY has approved and accepted the work of the CONSULTANT, the CITY will pay the CONSULTANT any unpaid amounts of the Task Order total.

6. **Progress Reports**

The CONSULTANT shall provide the CITY 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 CITY.

7. **Record Retention**

The CONSULTANT shall maintain all 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 CITY, and copies thereof shall be furnished upon request, at the CITY'S expense. 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 City Engineer 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. CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY or any of its officers, agents or employees.

2. In conjunction herewith, the CITY 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 CITY 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 One Million Dollars (\$1,000,000.00) 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 One Million Dollars (\$1,000,000.00) per incident; One Million Dollars (\$1,000,000.00) aggregate.
 - E. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) 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 CITY shall be issued to the CITY 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 CITY.

6. The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the CITY 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 CITY 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 CITY.
8. If the CONSULTANT fails to procure or maintain required insurance, the CITY 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 CITY shall be repaid by the CONSULTANT to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due to the CONSULTANT from the CITY.

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 CITY 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 CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, 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 CITY 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 CITY, any individual member of the CITY, 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

CITY 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 CITY. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY. 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 CITY 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 CITY reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the CITY 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 CITY 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 CITY without restriction or limitation as to their use.

ARTICLE XVI. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Madison 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 a court of competent jurisdiction in Madison County, State of Illinois. The CONSULTANT expressly agrees that under no circumstances shall the CITY 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 CITY 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 CITY for the performance of this Contract, the CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY. In no event shall the CITY 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 CITY or, if prior approval is impossible, and then notice to the CITY and subsequent review by the CITY 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:

CITY:

For Contractual Matters:

Tony Funderburg, Village Administrator
Village of Freeburg
14 Southgate Drive
Freeburg, IL 62243

For Technical Matters:

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

Licensure Number
from the Illinois
Board of Licensure
for Professional
Engineers and Land
Surveyors:

P.E. # _____
Surveyor # _____

Licensure Number
from the Illinois
Board of Licensure
for Professional
Engineers and Land
Surveyors:

P.E. # _____
Surveyor # _____

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

City: Village of Freeburg

CONSULTANT: VOLKERT, INC.

By: _____
Print name: _____
Title: Village President
Date Signed: _____

By: _____
Print name: Jason Watters, P.E.
Title: Regional Vice President
Date Signed: _____

Federal Employer
ID # _____
(Corporation) _____

Address for City's receipt of notices:

Address for Engineer's receipt of notices:

14 Southgate Drive
Freeburg, IL 62243
Designated Representative:
Name: _____
Title: Village President
Phone Number: (618)539-5545
E-Mail Address: _____

1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234
Designated Representative:
Name: David Holloway, P.E.
Title: Engineering Operations Manager
Phone Number: 618-799-9047
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: _____