

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattern
Ray Matchett, Jr.
Steve Smith
Mike Blaies

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
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

October 17, 2011

NOTICE

MEETING OF THE PUBLIC WORKS COMMITTEE Trash/Water/Sewer (Mattern/Speiser/Matchett)

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, October 19, 2011, at 5:30 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items To Be Reviewed
 - A. Old Business
 1. Approval of September 21, 2011 minutes
 2. Sewer Project
 3. DCEO Grant for Water Towers/Shed
 4. Low water pressure problem areas
 5. Sewer machine
 6. Sewer Problem areas
 7. Fire Department Dispatching
 8. Sewer connection at 700 N. State
 - B. New Business
 - 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) a.]; or real estate transactions [5 ILCS, 120/2 - (c) (5)].

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Mattern/Speiser/Matchett)
Wednesday, October 19, 2011 at 5:30 p.m.

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The Public Works Committee Meeting was called to order at 5:30 p.m. on Wednesday, October 19, 2011, by Chairman Charlie Mattern. Members present were Chairman Charlie Mattern, Trustee Seth Speiser, Trustee Ray Matchett, Trustee Mike Blaies, Village Clerk Jerry Menard, Village Administrator Dennis Herzing and Assistant Public Works Director John Tolan.

A. OLD BUSINESS:

1. Approval of September 21, 2011 minutes: *Trustee Ray Matchett motioned to approve the September 21, 2011 minutes and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.*
2. Sewer Project: Dennis said we had to submit another application to EPA because of the redesign on West Street. Dennis believes EPA needed more time and this restarts the 90-day waiting period.
3. DCEO Grant for Water Towers/Shed: See #6. Towers are completed.
4. Low water pressure problem areas: Nothing new.
5. Sewer machine: Machine is working fine, item can be taken off the agenda.
6. Sewer problem areas: John said we televised from the old sewer plant to W. Apple, which is the line that runs along the creek, because we felt there was possible infiltration in that area. They didn't find any problems but said they had a problem getting across W. Apple where the line crosses the road. The manhole on the other side is in a bean field so we will wait until the beans are out to try to find the problem. John said before we were around, a 24" inch pipe was run from Art's Corner to Kessler Road to the old sewer plant which alleviated the problems at Art's Corner. At the old sewer plant, the pipe goes from 24" to 21" and when it crosses the two creeks back there, it drops down to 15". He said they are pinched down. John said it doesn't answer the infiltration problem but it could answer why there have been backups by Beiseigels' house. Dennis said some of the lines weren't replaced because of the slope, the 15" should be able to carry as much as a 21" pipe. John said shouldn't that go away if the pipe is fully charged? Dennis said yes, once it becomes a pressurized line, the slope isn't as critical. Dennis said what may be happening is we are either getting enough flow or infiltration and we know it's becoming a pressure line because it's blowing manhole lids off and the slope doesn't become a critical factor. The restricted pipe might be the problem. John said that's an area we need to look at for cleaning and maybe replacing the pipe to make it all 24". John said we tv'd the pipe all along Beiseigels' home and didn't find any problems. We need to investigate the weir box as a possible source of the infiltration. From one manhole to the other, we are talking about 300' of pipe to replace.

Water/Sewer Committee Meeting
Wednesday, October 19, 2011
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John said we also televised from Adele St. up to Urbanna and found nothing along there. We televised from the lagoon road all the way into the manhole. The pipe coming into the lift station is fairly substantially cracked. They went back and did the rest of Elizabeth from Adele into the first manhole and there were two more pretty badly cracked areas. Walden's report is attached and they told John if there was a section with more than two bad areas, we might as well line the whole thing. At \$36/ft, 750 ft, it would cost \$27,000. We also have 9 connections at \$900 - \$1000 that need to be done. There are a couple of sagged areas that will need to be fixed before the liner work can be done, and John thinks there is a minimum of 25 feet and would like to get prices from Ehert, Hanks, Korte-Luitjohan and Haier for this work. John said this will pretty much take care of the remaining portion of the grant money. Dennis said we don't think we've found the problem that caused the backup on Milford and Mel was asking him about putting in a backflow preventer. Dennis asked him to hold off until we can determine if there was a specific problem that caused that backup and fix it. We still need to tv that stretch along the highway since there might be something in that stretch between Adele and where it turns to go into the lagoon. John said we'll get Walden back here shortly. The committee agreed to see if we found the problem before installing a backflow preventer at Mels. John said we've never had problems there before but he is not ready to put one in yet. John talked to Mr. Garland who told him years ago, they used to pump at Adele all the time. Ray asked about St. Clair Court and John said he believes the roots were the problem. Dennis will go ahead and ask if the grant funds can be used for this project and check our reserve fund balance.

Trustee Charlie Mattern motioned to recommend to the full Board to go out for bid to line the designated sewer section from Elizabeth Drive to Adele and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.

7. Fire Department Dispatching: Nothing new.
8. Sewer connection at 700 N. State: They are waiting for the equipment to get here.

- B. **NEW BUSINESS**: None.
C. **GENERAL CONCERNS**:

**EXECUTIVE SESSION
5:54 P.M.**

Trustee Charlie Mattern motioned to enter into Executive Session at 5:54 p.m. citing potential litigation, 5 ILCS, 120/2-(c)(11) and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.

**EXECUTIVE SESSION ENDED
5:59 P.M.**

Trustee Charlie Mattern motioned to end Executive Session at 5:59 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried. Chairman Mattern reconvened the meeting at 6:00 p.m.

- D. **PUBLIC PARTICIPATION**: None.
E. **ADJOURN**: *Trustee Seth Speiser motioned to adjourn at 6:02 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*


Julie Polson,
Office Manager

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Mattern/Speiser/Matchett)
Wednesday, September 21, 2011 at 5:30 p.m.

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The Public Works Committee Meeting was called to order at 5:30 p.m. on Wednesday, September 21, 2011, by Chairman Charlie Mattern. Members present were Chairman Charlie Mattern, Trustee Seth Speiser, Trustee Ray Matchett, Trustee Mike Blaies, Village Clerk Jerry Menard, Village Administrator Dennis Herzing and Assistant Public Works Director John Tolan.

A. OLD BUSINESS:

1. Approval of August 17, 2011 minutes: Trustee Seth Speiser motioned to approve the August 17, 2011 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.
2. Sewer Project: Dennis advised everything has been submitted to EPA. We are waiting to hear on loan approval. We need a letter from the attorney but he wants to wait until we have the easements in hand before doing the letter. Dennis is working on the Swyear easement. Dennis said Dave Pierpoint contacted him and wanted to know the exact elevation of the sewer in front of his house because he still wants to get in by gravity and Dennis told him the elevation can't be changed. He can either get in by gravity or he can shorten up his force main. John said he met with Tim Pruet regarding some West Street issues on where and how they are going to run that line. Rhutasel is going to run the new line on the other side of the road and the old clay tile line and brick manholes will be abandoned. The redesign for West Street still needs to be submitted to EPA.
3. DCEO Grant for Water Towers/Shed: This item can be taken off the agenda until next spring.
4. Low water pressure problem areas: We will keep this item on the agenda to address water problem areas as needed and schedule permits.
5. Sewer machine: We received the machine and were trained on it yesterday. John said it is pretty nice. Dennis has Bryan working on the financing. We have \$25,000 in this year's budget to pay for the first year and will then finance the remaining amount.
6. Sewer problem areas: John said we televised the problem areas by Terry Marquart and Ray Matchett's homes. There is no manhole on Vine Street so it's a straight shot up to Stumpf's alley. They went south by Stumpf and found root balls so that area was cleaned out. We received the new sewer machine yesterday and we will start running that entire line all the way to the lagoon. We then went over to the sinking problem area on Elizabeth Drive which was a broken lateral from a home which the homeowner repaired. We found a crushed line ready to fall in on the main line going to the lagoon. He thinks there are 6 - 7 other spots on the Elizabeth Drive line that are cracked. John said it's so bad we're not sure if the line can be lined or not. We may want to use the \$30,000 from the DCEO grant for the shed and use it to repair this line. The only definition in the grant was it was to be used for infrastructure. The

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line runs about 10 - 12 feet deep and Dennis said it might make sense to dig up the read bad area and replace that and line the rest of the bad areas. It will cost more than \$30,000 to fix that whole area. John is worried we may have similar problems as we follow that line to the lagoon. It's possible we may be able to have the electric department pay for the shed and will discuss that more next spring. We are scheduled to televise again on Monday. We'll wait to get Walden's report before any decisions are made.

7. Fire Department Dispatching: Nothing new.
8. Waste Management Contract: Item can be taken off the agenda.
9. Resident Sewer Backup: Item can be taken off the agenda.
10. Sewer connection at 700 N. State: Dennis said we met with Crawford and he thinks we should help him out some but did agree it needs to be done to protect his project. John said Vandevanter Engineering is now involved in the project and the cost has increased to around \$30,000. Charlie said they are changing the depth of the manhole, they moved the station from 40 to 120 feet away from the building still in the parking lot with a drive-over lid on it. John doesn't think it should cost that much more money. Dennis said when we met with Crawford, we were talking in the \$15,000 - \$20,000 range for the cost of that project. Dennis said we had talked about helping him with the cost and waiving the \$8,250 he owes in sewer tap-on fees. Now that the cost of the project has almost doubled, he may want more help. He also owes \$4,000 in water tap-on fees. All the electric tap-on fees and part of the water tap-on fees have been paid. The committee felt we should offer to waive the sewer tap-on fees and Dennis will send him a letter advising him of this.
11. Laptop for John: Dennis provided copies of the quote received from CompuType. We can get a new laptop at a cost of approximately \$900 - \$1000. The committee was fine with the expenditure.

John said he called in the locate on the second interconnect for Povolish's drainage problem and we will work something out with Chad on how to run that out there. Dennis advised the trustees several employees would like to donate sick time to Ron while he is out on leave. As of this committee meeting, Ron is covered through mid January. He did remind the trustees that normally any unused sick days can be rolled over to contribute to the employee's IMRF pension. The committee was fine with this.

B. **NEW BUSINESS**: None.

C. **GENERAL CONCERNS**: None.

D. **PUBLIC PARTICIPATION**: None.

E. **ADJOURN**: *Trustee Seth Speiser motioned to adjourn at 6:10 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*



Transcribed from tape by
Julie Polson,
Office Manager

**Walden Associated Technologies, Inc.
P.O. Box 845
Glen Carbon, IL 62034**

618-397-9840

Fax: 618-397-0098

October 14, 2011

Mr. John Tolan, Sewer Supt.
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243
Phone: 618-539-5545
Fax: 618-539-5590

RE: Proposal for Cured-in-Place Liner Installation for Elizabeth to Adele Streets

Walden Associated Technologies, Inc. (hereinafter, known as WAT) proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in the TERMS AND CONDITIONS of this proposal.

LOCATION OF PROJECT: Elizabeth to Adele

DESCRIPTION: There are 3 line(s) which need to be renewed through the cured-in-place lining method. This repair will require a liner with a mainline diameter of 12 inches, length not to exceed 750 feet.

Special note: Village of Freeburg is responsible for repairing collapsed pipe approximately 235 linear feet downstream of manhole on Elizabeth Street prior to Walden ordering liner materials.

SCOPE OF WORK

1. WAT will mobilize our crew and equipment to the project location.
2. WAT will flush the pipeline and perform an internal inspection to verify the pipeline has been properly prepared for the liner installation.
3. WAT will install 1 liner(s) with a mainline diameter of 12 inches, with a length not to exceed 750 feet.
4. The liner assembly will be vacuum impregnated with a polyester resin designed for the cured in-place pipe process producing an end product that meets or exceeds ASTM F1216-93 & AWWAC-950.
5. The liner will then be loaded into a mainline launching device and positioned at the insertion point of the pipe in the manhole. Air pressure is then applied causing the impregnated liner to invert forward into and through the pipeline.
6. The liner will be held in-place for 2+ hours until final cure is achieved with steam. The liner will be trimmed even with the ends of the pipe at all manholes. The liner will be joint-less and the front & rear ends of the liner will be tapered down to the host pipe.
7. WAT does not have costs associated with reinstatement of any service laterals included in the liner price. If there is a connection within the point-of-repair, it will be invoiced at the noted cost.
8. WAT will NOT be responsible for the re-assembly of any connections or fittings, backfilling or restoration of the job site.
9. A post lining video inspection of the repair location will be recorded from end to end of the repair. This recording will be done on standard VHS format and turned into Village of Freeburg.

PRICING SCHEDULE

12 inch Cured-in-Place Liner Installation	\$36.00 per linear foot	Cost per foot to install approximately 750 feet of 12 inch CIPP Liner.
Reinstate Existing active service connections	\$100.00	Cost per each to reinstate active service connections (estimating total of 9)

NOTE: In any repair section where excessive infiltration could inhibit the liner installation process, chemical grout will be used to stop the infiltration. Chemical grouting if required is an additional \$285.00 per hour plus \$25.00 per gallon for all grout mixed for this project. The clean up time for chemical grouting will be charged at the same hourly rate. **PLEASE NOTE:** for standard Liner installations, WAT does not anticipate the need for the application of chemical grout and does not automatically bring the necessary equipment and materials to the job site to perform this task. This is a special requirement and needs to be established, in writing, prior to the mobilization of our crew and equipment.

TERMS AND CONDITIONS

1. Prior to signing this proposal it is imperative that you provide our office with a copy of the internal inspection of the entire repair section for every location where a repair has been scheduled. We will review this tape at no charge to Village of Freeburg and address any concerns regarding the liner installation at that time. If you do not have a video of the entire repair section(s), WAT can be contracted to provide this video documentation prior to the mobilization of our lining crew & equipment. This video documentation will be evaluated to determine if circumstances exist which would require specialized equipment or force us to abandon the scheduled repair(s) for reasons such as but not limited to:
 - Collapsed pipe sections.
 - Protruding taps that would inhibit our camera or launching equipment.
 - Severe root intrusion in repair section(s).
 - Severe offset joint(s).
 - Crew/equipment limitations.
 - Severe mineral deposits.
 - Any defects in mainline section that could restrict our cameras, cleaning equipment or launchers, Irregular pipe shapes or sizes.
 - Active infiltration.
2. Village of Freeburg shall ensure access points exist and is accessible for every scheduled liner installation, in accordance with the technical specifications for this project. If homeowner or business cooperation is required to gain access to the sewer, it will be the responsibility of Village of Freeburg to schedule the access. All repair locations must be readily accessible. Any access provisions must be made prior to mobilization and is the responsibility of Village of Freeburg.
3. Prior to the arrival of our crew and equipment, Village of Freeburg must provide our office with a legible map/representation of the exact repair location with addresses and manhole locations. It is the sole responsibility of Village of Freeburg to ensure all repair locations are clearly marked or appoint an onsite representative to guide our crew to all repair locations. The markings must include legibly painting with green marking paint all manhole numbers on the manhole lids, both upstream and downstream for every repair scheduled. Any time spent searching for locations shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE.
4. WAT will provide traffic control required for this project.
5. Traffic control shall be limited to traffic cones and construction signs. Any additional measures ensuring a safe working environment for our crew and equipment will be the sole responsibility of Village of Freeburg. This includes the mainline section where the upstream and downstream manholes are located. If applicable, all signs, cones or detours must be set-up prior to the mobilization of our crew and equipment.
6. WAT will provide any by-pass pumping required for this project.

7. Village of Freeburg shall be responsible for dig style repair of collapsed pipe approximately 235 linear feet downstream of Manhole located in Elizabeth Street prior to the installation of the Cured-in-Place pipe liner.
8. Village of Freeburg shall provide water on site or be responsible for gaining permission to use a hydrant near by. If a meter is needed and/or a deposit for the meter is needed, Village of Freeburg shall provide the deposit and ensure the meter is onsite at the time of arrival for our crew & equipment.
9. Our price is based on a "light cleaning" of the sewer pipe. Light cleaning is defined as two (2) passes with a high velocity sewer jet. Any additional cleaning or root cutting shall be determined as "heavy cleaning." Heavy cleaning shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE. WAT will not remove any debris from the sewer pipe. WAT will only be responsible for jetting & flushing the sewer pipe. If required, Village of Freeburg shall be responsible for removing and disposing of any debris in the line that would inhibit the liner installation process.
10. Village of Freeburg shall be responsible for ALL permits required in order to complete our portion of work as outlined in the SCOPE OF WORK, in a legal and legitimate manner. All permits must be secured prior to the mobilization of our crew and equipment. Excessive wait time for permits shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE.
11. Our prices are based upon all manholes and/or repair locations being readily accessible by our trucks and equipment. Any access provisions must be made prior to the mobilization of our crew and equipment and is the responsibility of Village of Freeburg.
12. WAT has utilized phone conversations, information from the job qualification sheets and/or video documentation provided by a representative of Village of Freeburg to generate this proposal. If any of the required information has not been provided which directly affects our SCOPE OF WORK (i.e. Video documentation) or if the provided information is found to be inaccurate, incomplete or outdated, the following charges will apply:
 - Hourly downtime charges for crew and equipment as outlined in the PRICING SCHEDULE.
 - The mobilization charge as outlined in the PRICING SCHEDULE.
 - A project for which an order is issued, liner kits have been ordered or materials purchased, and any portion of the project is subsequently canceled for reasons beyond the control of WAT shall have a restocking fee of Cost Plus 15% applied to the final invoice for each returned liner kit.
 - If the project consists of a single liner and the liner installation cannot be completed for reasons beyond the control of WAT, Village of Freeburg will be subject to a four-hour minimum downtime charge for crew and equipment as outlined in the PRICING SCHEDULE.

13. The prices contained within this contract are calculated based on the quantities specified. Any reduction in the actual quantity of liner installations or work to be performed that exceeds fifteen percent (15%) or more of the total project quantities for reasons beyond the control of Walden Associated Technologies, Inc. shall have an additional five percent (5%) increase per liner installation applied to the final invoice.
14. If in the sole opinion of our Field Superintendent, conditions become unsafe or unsuitable for our method(s) of repair, we reserve the right to terminate work in that section without prejudice against any other structures that may be completed for reasons such as but not limited to: irregular pipe shapes, collapsed pipe sections, protruding taps, severe root intrusion, severe offset joint(s), severe mineral deposits access restraints or crew/equipment limitations.
15. If work is required that deviates in any way from the work outlined in this proposal, a signed and dated change order or a separate proposal must first be obtained through our office before any additional work will be authorized.
16. Any unauthorized additions, deletions or alterations to any part of this document will null and void these prices and this proposal.
17. Our prices are subject to change if conditions are considered a hazardous environment.
18. Our prices are firm for forty-five days from the date on the proposal. Work can commence within ninety working days of your written notice to proceed and receipt of this properly executed document. We will require 4 days to complete our portion of the work. If any circumstances arise that are beyond the control of WAT, the deadline for our portion of the work must be extended in proportion to said circumstances.
19. An outline for payment terms is as follows:

Payment due date is a net thirty-days from date of invoice without exception or retention.

- Any payment due after thirty days from the due date on the invoice, will be subject to an interest rate of 1.5% monthly, 18% annually.
- WAT reserves the right to submit either a full payment request or progress payment for any work completed in a calendar month and such payment requests will be submitted to Village of Freeburg no later than two days prior to the deadline as outlined in the bid documents and specifications for this project. WAT must receive payment from Village of Freeburg no later than ten (10) working days from the date of receiving payment from the owner for all work performed by WAT as outlined on the invoice. If Village of Freeburg fails to submit progress payments in a timely fashion as outlined in the bid documents and specifications or has received payment from owner and has not made payment to WAT as stipulated above then any late fees as outlined shall be applicable.

- WAT reserves the right to terminate or suspend work for any contract in which an invoice has not been paid by Village of Freeburg as stipulated.
 - WAT reserves the right to secure any debt that has become delinquent. As soon as an invoice becomes overdue and an account becomes delinquent, it is our company's policy to initiate the legal process to secure that debt. This includes any legal consultations, retaining services for an independent collection agency and/or all necessary paperwork for filing liens or any other debt collection remedies. Village of Freeburg shall be bound and liable for any additional expenses or associated costs incurred by WAT for collecting an outstanding debt.
 - WAT will not be held responsible for any liquidated damages that may result from termination or suspension of work due to non-payment for outstanding invoices between WAT & Village of Freeburg.
20. The laws of the State of Illinois shall govern the construction and performance of this agreement. The parties agree that any disputes relative to the terms of this agreement or work performed will be resolved in Illinois under Illinois law and both parties consent to the jurisdiction of the St. Clair County Courts.
 21. Increased insurance limits or specialty insurance such as but not limited to Railroad Protective insurance, bonding or extended warranties, is available at customer's request and shall be applied to the invoice as an additional cost above and beyond project prices listed.
 22. All work in a confined space shall be performed under WAT confined space entry procedures, (OSHA Guideline 1910.146) found in the Walden Associated Technologies, Inc. 2011 Safety Manual.
 23. WAT will provide a warranty of all materials and workmanship for a period of one year under normal usage and regular conditions based on industry standards for this application. If there is any indication that a problem exists with our materials or our workmanship, WAT requires that our office be notified in writing prior to retaining any other company to make an assessment or any alteration of our work. If WAT has not been notified of any potential problems, we will not accept any financial responsibility for expenses incurred nor will we warrant any of our work or our materials that have been altered without our written consent or from anyone other than an authorized representative of WAT. With the proper notification, WAT will mobilize to the job site and correct any problems relating to our work at no charge to Village of Freeburg. However, if our crew & equipment mobilize back to the job site and it is determined that the problem is not a result of our materials or our workmanship, Village of Freeburg shall be charged at the original time rates for crew, equipment, mobilization, lodging, per diem or additional associated costs as outlined in this document. If WAT is called back to this job site for any reason whatsoever; this proposal with its SCOPE OF WORK and TERMS AND CONDITIONS will govern all work to be performed and any additional charges that may apply.
 24. Upon proper execution of this document, a representative of Village of Freeburg is acknowledging that:

- This document accurately reflects all work to be performed by WAT as outlined in the SCOPE OF WORK.
 - That all information about the repair(s) is accurate. This includes station numbers, footages and locations of liner installations, manhole locations, manhole numbers, mainline diameters, length of repair and description of defect.
 - Village of Freeburg agrees to compensate WAT in full for the total amount as described above for any charges accrued for this project.
 - Village of Freeburg is under a strict obligation to meet and comply with ALL requirements as outlined in this document and that if any requirement as stipulated has not been met implicitly, downtime charges as outlined in the Pricing Schedule will be applied.
 - Village of Freeburg fully understands the obligations as stipulated within for this project and this contract in its entirety. This includes: The SCOPE OF WORK, The PRICING SCHEDULE and all of The TERMS AND CONDITIONS.
25. Time rates for crew & equipment shall be applied for downtime, wait time or any additional set-ups required for any section in which we mobilize our crew and set up our equipment and cannot complete the proposed work for that section for reasons beyond the control of Walden Associated Technologies, Inc. such as, but not limited to:
- Any lack of access provisions required by Village of Freeburg.
 - Any by-pass pumping not supplied and/or not set-up & running upon our arrival to the job site.
 - Any permits or water meter required that have not been secured.
 - Any traffic control that is not supplied, that is required by Village of Freeburg.
 - Any defects in mainline segment that was not made evident prior to mobilization such as but not limited to:
 - a) Extreme offset joints.
 - b) Severe protruding taps.
 - c) Collapsed portion of pipe in mainline segment restricting access.
26. Any transmission of documents pertaining to this project through the use of a facsimile machine (hereinafter known as FAX) is hereby permissible.
27. This proposal in its entirety is subject to change pending an onsite inspection and review of all video documentation.

You may indicate acceptance by returning a signed and dated copy of this proposal in its entirety or you may incorporate this proposal referenced by the Proposal Number, with The SCOPE OF WORK, The PRICING SCHEDULE and The TERMS AND CONDITIONS set forth as part of your sub-contract. It is agreed, that if the terms and conditions set forth in this proposal conflict with your sub-contract in any way, that the Terms and Conditions as outlined by WAT will supercede your sub-contract for our portion of the work.

Proposed By:

James Bohn via email

James Bohn
Walden Associated Technologies, Inc.

October 14, 2011

Date

Accepted By:

Name/Title
Village of Freeburg

Date