



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter “Contract” or “Agreement”) is entered into on the ____ day of _____, 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and Third Millennium Associates, Incorporated, an Illinois corporation (hereinafter the “Contractor”).

WHEREAS, Contractor submitted a Proposal dated July 12, 2019, attached hereto and incorporated herein by reference (hereinafter referred to as the “Proposal”), to provide utility billing services (hereinafter referred to as the Services); and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly provide the Services; and

WHEREAS, it is the intent of the Village and Contractor that the Contractor shall perform the Services pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Services in accordance with its Proposal (“Contract Price”) in an amount not to exceed \$25,000.00 annually. The Contractor hereby represents and warrants that it has the skill and experience necessary to provide the Services in a good and workmanlike manner.

The Contractor shall achieve completion of all Services required pursuant to this Contract in a timely fashion (“Contract Time”). The Contract Time is of the essence. In the event the Contractor fails to complete any Services in pursuant to the Contract Time, the Village while being compliant with Division 4 under “Village Responsibilities”

as stated in Contractor's Proposal, shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Services remains uncompleted beyond the completion date set forth subject to the Section 3 below

This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Services are not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

3. LIMITS OF LIABILITY

Contractor agrees to use all reasonable efforts to provide timely services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any Village billing data file, or for errors, omissions or delays resulting from improper input and output data controls and procedures used by the Village or given to Contractor by the Village.

Contractor shall not be held responsible for any loss or delay or any default caused by acts of nature or any other circumstances outside Contractor's control which includes but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of Contractor. Contractor agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of nature or any circumstances outside Contractor control.

Contractor's maximum liability for any and all claims arising from the performance of its obligations shall not exceed its insurance limits as set forth in Section 10 below.

4. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Services Work to be performed under this Contract. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Services governed by this Contract.

The Village Manager or the Village Manager's designee shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Services governed by this Contract.

5. TERM OF CONTRACT

The term of this Contract shall be three (3) years beginning on the Effective Date defined herein.

6. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and materials. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects with regard to the Services. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective Services or Services that do not conform to the Contract Documents; damage for which the Contractor is liable hereunder; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

7. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with ten (10) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village and contractor may also terminate this Contract when it determines the same to be in its best interests by giving ninety (90) days' written notice to the Contractor pursuant to the provisions of Section 13 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed and materials purchased up to the date of termination.

8. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated

by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts up to and including the limits of the contractor's liability insurance as stated in Section 10 below.

10. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key

Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Worker's Compensation:**

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(D) The Village and its officers, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(E) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

11. GUARANTY

The Contractor warrants and guarantees that its Services to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

12. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

13. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

To the Contractor:

Lance Leader
Third Millennium Associates Incorporated
4200 Cantera Drive, Suite 105
Warrenville, IL 60555
Email: lance.leader@tmainc.org

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

15. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

17. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of this Contract and the Contractor's Proposal, this Contract shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy

of this Agreement and any signatures thereon will be considered for all purposes as an original.

25. NO COLLUSION

The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

26. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

THIRD MILLENNIUM ASSOCIATES, INCORPORATED

By: Cara Pavlicek
Its: Village Manager

By: Lance Leader
Its: President

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2019

Date: _____, 2019



Utility Billing Production Proposal

Third Millennium Associates, Incorporated

1. Pricing Structure

Third Millennium Associates, Incorporated (“TMA”) shall provide the materials set forth in Schedule B, attached hereto and incorporated herein by reference. The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule B, incorporated herein by reference.

2. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by VILLAGE directly to the USPS via C.A.P.S. (Centralized Account Processing System). The VILLAGE will be required to open and maintain a C.A.P.S. account. TMA will provide the 3602 document for your review, with the monthly postage required for your utility bills and/or other TMA imaged mailings on behalf of VILLAGE. VILLAGE will pay the estimated monthly postage directly to the USPS, via the C.A.P.S. system. The USPS will report directly to VILLAGE all amounts charged to the VILLAGE postal account. In addition, TMA will open a first class Pre-Sort Permit on your behalf, the cost of which will be billed to the VILLAGE via Invoice.

3. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

4. Division of Responsibilities

TMA Responsibilities

- To write the software required to convert the VILLAGE Utility Billing file to the required laser image format.
- To write software that will allow VILLAGE’S Utility Billing files to be processed through Postal software for the purpose of reducing VILLAGE’S postage to the minimum allowable postage piece rate.

- To procure all materials required to produce and to mail the Utility Bills. This includes the Utility Billing invoice, the No.10 window envelope and the No. 9 courtesy reply envelope. TMA will not guarantee the performance of materials not produced by TMA.
- TMA will notify VILLAGE of the availability of record count and control totals for the Utility Billing file no later than four (4) hours after receipt of the file.
- TMA will laser image and mail all VILLAGE Utility Bills within forty-eight (48) post office operating hours after receipt of VILLAGE control total / record count sign off.
- TMA will provide our employees the training to ensure the confidentiality of VILLAGE information.
- TMA will maintain effective and timely communications with VILLAGE in all matters pertaining to the responsibilities listed herein.

VILLAGE Responsibilities

- Project Initiation: VILLAGE will provide to TMA an ERP Utility Billing file containing all required billing elements which are internally calculated by the VILLAGE'S ERP software. Provide the Utility Billing file record layout with file to form written instructions, all billing business rules, exception rules and any other variations to the above. VILLAGE shall approve the record count and control total format presentation and laser imaged Utility Bill format both front and back upon project completion.
- Billing File and/or Bill Format Changes: Subsequent to VILLAGE "Project Initiation approval" any changes to billing business rules, laser image format, ERP billing file corruption, modifications and or version updates will be billed to VILLAGE at the prevailing programing rates.

If your billing file is submitted to the TMA Gateway prior to 1pm, on a regular business day, and that file stalls/fails, the file will be reviewed the same business day. TMA will then impart this information to the municipality for the next steps to be determined.

If your billing file is submitted to the TMA Gateway after 1pm, on a regular business day, and that file stalls, the file will be reviewed on the next business day. TMA will then impart this information to the municipality for the next steps to be determined.

If your file is approved on the TMA Gateway, on a regular business day, and our production staff attempts to run the file in

production and if it is determined that the file is corrupt, we will review the issue and advise the municipality for the next steps to be determined.

On files approved before 1pm, on a regular business day, review the same business day.

On files approved after 1pm, on a regular business day, reviewed the next business day.

- If, in the course of file review (whether prior to approval of file or after approval of file), it is determined that a file correction/or multiple corrections are needed, TMA will advise on the information that we have available, what the issue with the file is, and consult with the VILLAGE for direction on whose responsibility it will be to correct the file.
- If that fix/correction is to be made by TMA, the number of programming hours (cost) will be explained, as well as the timeframe for the fix to be implemented.

Staff Training and Responsible File Submission

- To provide to TMA a three (3) hour response via the TMA Gateway verifying the record count and control totals as stated in 7A-4.
- To maintain a C.A.P.S. postal account.
- To pay all correctly rendered TMA invoices in accordance with the Illinois Prompt Payment Act.

5. Price Changes

The prices listed on Schedule B shall be subject to review each year on the anniversary date of this agreement. That review shall determine if there were any increases or decreases in the cost of paper, production, transportation or any other cost component of the herein contained products and/or services. Prices may also be reviewed if the agreement quantity as stated in SCHEDULE "B" varies by more than ten percent.

TMA must provide third-party documentation of cost increases to VILLAGE. That documentation shall consist of letters of price increase or decrease from paper mills, articles from the Wall Street Journal or any other legitimate and universally accepted source. In the absence of the above documentation, the J.P. Morgan-Chase Chicago area consumer price index will be used as the source of price increase or decrease.

6. Materials Production

Prior to materials production runs, TMA will notify VILLAGE in writing of the items to be produced, production quantities planned and the estimated period of materials consumption. TMA will base its materials production quantities on projections using current semi-annualized Utility billing volume.

Any materials (i.e., non-imaged forms, envelopes, etc.) that have been produced specifically and exclusively for VILLAGE'S use will be paid for by VILLAGE and at VILLAGE'S written request will be returned by TMA to VILLAGE upon cancellation or expiration of this agreement. In addition, any materials produced that are modified and unused will be billed to the VILLAGE at a stock replacement rate.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INCORPORATED

Signature: 

Name: Lance Leader

Title: President

Date: July 12, 2019

VILLAGE OF OAK PARK, IL

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

Materials to be provided by TMA:

- M1. 8 1/2 X 11" Utility bill printed two colors on the face and one color on the back. Paper is 20lb. MOCR bond, with a cross perforation to create the remittance portion of the document.
- M2. No.10 window envelope printed one color on the face. Paper is 24 lb. white-wove.
- M3. No.9 courtesy reply window envelope. Paper is 20 lb. white-wove.
- M4. With mutual agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the billing project. These material descriptions may be attached to, and become a part of Schedule "A".

Services to be provided by TMA:

- S1. To write VILLAGE Utility billing file conversion software that will allow the laser imaging of VILLAGE Utility bills per the charges stated in Schedule "B".
- S2. To write the required software that will allow VILLAGE'S billing file to be processed by TMA postal software.
- S3. To process the VILLAGE data file using TMA postal sort application software to reduce the VILLAGE'S postage rate to the minimum automation rate amount allowed by the USPS.
- S4. To laser image VILLAGE Utility bills in quantities and frequencies as stated in schedule "B" of this agreement.
- S5. To insert, seal, tray, sleeve, band, label, palletize and prepare USPS form 3602 and deliver to the US Post office all pieces laser imaged with respect to item S4.
- S6. To insert additional pieces into the outgoing No.10 billing envelope as directed by VILLAGE per the conditions and charges as stated in Schedule "B" of this agreement.
- S7. With mutual written agreement, VILLAGE may authorize TMA to provide additional services and/or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B - Pricing

The prices contained herein are based on an average annual usage of 57,000 Utility Bills/Late Notices. Any variance in the above quantities in excess of ten (10) percent per agreement year will be cause for a price review. Each Utility Billing unit shall consist of the components described in Schedule A.

- 1B. Your billing documents (4,700) will be laser imaged and mailed monthly, based on a quarterly billing cycle at a cost of 30.8 cents per Utility / Late notice bill, (excluding postage). Included are all Schedule "A" items and printed matter proofs. If you choose to run Utility bills more than once per month, there will be a run set-up charge of \$150.00 for the second and subsequent monthly run(s).

- 2B. There will be a minimum charge of \$100 per month on items that do not total this in a single production run.

- 3B. The TMA PDF electronic utility bill archival/Adobe Acrobat retrieval system will be provided at no additional cost.

- 4B. A separate insertion charge will be applied for any additional item inserted into the outgoing billing envelope. Insertion items must physically qualify for use on our insertion equipment. The insertion charge is \$0.035 cents per item. This charge does not include the cost of supplying the additional item(s) to be inserted.

- 5B. Should VILLAGE choose to provide the printed item to be inserted, there will be a \$95 flat handling charge added to the insertion cost of the item being provided. The insertion cost of a VILLAGE provided insert will be \$0.035 cents per item. The cartons should be properly labeled on the outside showing full product description and quantity contained therein. Each shipment must also contain a packing list with product description and quantity contained in each carton, total cartons and total weight. The item must be properly packaged, folded and oriented for use on a high-speed, multi-station inserter.

- 6B. With mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".