

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

February 9, 2015

NOTICE
MEETING OF THE PUBLIC PROPERTY COMMITTEE
(Streets/Municipal Center/Pool/Parks & Recreation)
(Niebruegge/Smith/Pruett)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, February 11, 2015 at 6:30 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
- B. New Business
 - 1. Executive Session to Discuss Personnel, 5 ILCS 120-2(c)(1)
 - 2. Swimming Pool 2015 Season Pricing

- A. Old Business
 - 1. Approval of January 14, 2015 Minutes
 - 2. Safe Routes to School
 - 3. MFT/Ditch on N. Main
 - 4. Drainage Problem Areas/Southgate Drive/Countryside Lane
 - 5. Shady Lane dispute
 - 6. Cemetery Road
 - 7. Village Park Gazebo
 - 8. DCEO Sidewalk Grant
- B. New Business
 - 1. Deer Crossing Signs on Countryside Lane
 - 2. Herschel Parrish Request to Buy Land
 - 3. Park District Request for Stop Signs at Softball Complex Exits
 - 4. STP-U Road Improvement Grant
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Public Property Committee Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)]; or real estate transactions [5 ILCS, 120/2-(c)(5)].

Pool Reservation Form

VILLAGE OF FREEBURG

The Freeburg Pool provides the opportunity to celebrate with a Private Pool Party with little hassle for you. Please fill out and return this form to Freeburg Village Hall and an employee will be in contact regarding your request.

Important Information

- Cost: covers the cost of the staff required and private use of the pool for up to 75 swimmers. It is an additional \$1 per additional swimmer. \$100 is due at time of reservation and remaining balance is due the night of the event.
Sun-Thurs: \$150 without Splash Area \$170 with Splash Area
Fri-Sat: \$160 without Splash Area \$180 with Splash Area
- You may bring your own cake, but no other outside food or drink is permitted.
- Leave the hassle of food and drinks to us! You can purchase pizza, soda, water, and ice cream through us and we will have it ready for you at your party! See below for pricing.
- We will also keep the concession stand open for the first hour of the party to allow more items for your guests to purchase and enjoy.
- Private party time goes from 7pm-9pm each evening.
- Please make your reservation at least a week in advance.
- Any changes to food orders must be made at least 24 business hours in advance or the full amount will be your responsibility.

Name: _____ Phone: _____

Name of Celebrated Group/ Birthday Person: _____
(Baseball team, Birthday Child, Organization, etc.)

Address: _____ Email: _____

Number of People Attending: _____ Requested Party Date/Dates: _____

If you would like to order pizza, beverages or ice cream, please fill out the following portion

Food is priced ala cart, so you can pick and choose what and how much you want.

Pizza - \$13 per large 1 topping pizza (8 large slices) Write in the number of each pizza you want:

___ Cheese ___ Pepperoni ___ Sausage ___ Hamburger

Ice Cream – Ice Cream is provided by the local Freeburg Dairy Queen
\$1.50 per ice cream cup (single serving)

Write in number of each flavor you want:

___ Vanilla ___ Chocolate

Beverages – Soda and bottled water. \$0.75 each

___ Water ___ Pepsi ___ Diet Pepsi ___ Sierra Mist ___ Root Beer ___ Mt. Dew ___ Orange

We know each party is special, so if you want something different than what is provided here, please include that information here and we will work with you to create the event you hoped for!

Signature: _____ Date: _____

----- For Office Use Only -----

Party Confirmed by: _____ Date: _____

Deposit Paid: \$ _____ Total Cost: \$ _____ Balance Due by Party: \$ _____

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Public Property Committee Meeting

Streets/Municipal Center/Pool/Parks & Recreation

(Niebruegge/Smith/Pruett)

Wednesday, January 14, 2015 at 6:30 p.m.

VILLAGE ADMINISTRATOR

Tony Funderburg

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster Law Group, P.C.

The meeting of the Public Property Committee was called to order at 6:30 p.m. on Wednesday, January 14, 2015, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Matt Trout, Trustee Ray Matchett, Trustee Mike Blaies, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS: Trustee Pruett asked John if we are going to cover the wading pool area items and John said yes.

B. NEW BUSINESS:

1. Advertise for Lifeguards: Julie advised we will advertise for two weeks and see if we get any response. She will also have Scott ask around to see if there is anyone interested.
2. Freeburg High School Music Boosters and Smithton Athletic Association Donation Requests: Each organization is requesting a donation for their event.

Trustee Steve Smith motioned to grant one 10-day pass to Freeburg High School Music Boosters and one 10-day pass to Smithton Athletic Association and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

3. Revised Sketch of Land Addition for Swimming Pool Area: Tony included this in the packet so everyone could see the difference in the land being acquired. The park board is supposed to vote on it at their next meeting.

Tony said we are working on finding a solution to the bath house floor. We also need to add hot water in the concession stand area. We have a grant for the pavilion. We are also going to apply for the St. Clair County Parks Grant in the spring to help fund some of our pool projects.

STREETS: A. OLD BUSINESS:

1. Approval of December 10, 2014 Minutes: Trustee Dean Pruett motioned to approve the December 10, 2014 Minutes and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.
2. Safe Routes to School: Tony said the project across the street is out for bid right now. We met with Rhutasel on this and there is money from MFT that we can use for the extra work on this

job. Tony believes the bid should come in around \$260,000. We will use MFT money to complete the remaining sidewalk costs to this project.

3. MFT/Ditch on N. Main: John said we finally received approval from IDOT to resurface N. Main Street but with the cold weather, it hasn't been done. He is looking to work on this in March.
4. Drainage Problem Areas/Southgate Drive/Countryside Lane: John said the survey work is done on Countryside Lane. He would like to have flow calculations done to make sure we install the correct size culvert. He thinks a larger culvert will be needed. An elliptical culvert would also help with the flow moving faster.
5. Shady Lane Dispute: Tony said we are working hard to get this done.
6. Cemetery Road: Nothing new to report.
7. Village Park Gazebo: Trustee Niebruegge needs to finalize the sound system and electric. We won't put anything in regarding the sound system since we don't have one. We won't charge any electric at this time. She brought up events that may require the use of portable toilets. We need to have a timeframe in the policy of when those will be required. She will get the proposed policy out to everyone.
8. DCEO Sidewalk Grant: Tony will get this finalized and bring to the next committee meeting so we can get this information out to our residents.
9. Reduction in Residential Area Speed Limit: Our code already calls for 25 mph in residential areas. We will still order signs to post that information coming into town. Item can be taken off the agenda.

B. NEW BUSINESS:

1. AgeSmart Collection Request for May 2, 2015: Elizabeth stated we will respond to the request advising there is a four-hour limit and send a copy of the new code.

Trustee Dean Pruett motioned to approve AgeSmart's Collection Request with the four-hour time limit and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.

Trustee Smith would like to see a soapbox derby at the square park in the spring.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked if the committees are supposed to be larger and Mayor Speiser said that will be done after the election. Janet also said we should have proclamations for the cheerleaders, baseball players, and do them all at one time. The board advised that is done for teams that go to state.

E. **ADJOURN:** *Trustee Steve Smith motioned to adjourn the meeting at 6:55 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

Sept. 20 16 (letting)

Village of Freeburg
West Apple Street Sidewalk Connector Project

2015

- Rail road
(ASAP)

| | Total | Federal Share | City Share | Anticipated Year |
|--|---------|---------------|------------|------------------|
| Preliminary Engineering | 28,000 | 16,000 | 12,000 | 2015 |
| Construction | 180,000 | 144,000 | 36,000 | 2016 |
| Construction Engineering (Staking, Testing, Etc.) | 18,000 | 0 | 18,000 | 2016 |

Notes:

- 1.) Any Right-of-Way or Easements costs are Village responsibility (none anticipated at this time)
- 2.) Preliminary and Construction Engineering are reimburseable expenses. City pays and seeks reimbursement of Federal Share
- 3.) Construction States pays and invoices City's Share
- 4.) Does not include any potential costs associated with the Illinois Commerce Commission and/or rail road.

ORDINANCE NO. 1537

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG,
ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR
TO EXECUTE A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDEARL
PARTICIPATION BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND
RHUTASEL AND ASSOCIATES, INC., RELATIVE TO THE WEST APPLE
SIDEWALK CONNECTOR PROJECT 15-00026-00-SW

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an agreement for Preliminary Engineering Services with Rhutasel and Associates relative to the West Apple Sidewalk Connector Project 15-00026-00-SW as described in the attached Local Agency Agreement for Federal Participation, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a Preliminary Engineering Services Agreement with Rhutasel and Associates as described in the attached Local Agency Agreement for Federal Participation, and

WHEREAS, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Agreement attached hereto and made apart hereof.

NOW THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, as follows:

SECTION 1. The recitals set forth above are hereby adopted, found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into the Agreement attached hereto and made a part hereof.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto as "Exhibit A" and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 17th DAY OF FEBRUARY, 2015.

AYES _____

NAYS _____

ORDINANCE NO. 1537 cont.

ABSENT _____

ABSTAIN _____

Approved this 17th day of February, 2015.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney

| | | | | |
|--|---|--|--|--|
| Local Agency Village of Freeburg | L O C A L A G E N C Y |  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation | C O N S U L T A N T | Consultant Rhutasel and Associates, Inc. |
| County St. Clair | | | | Address 4 Industrial Drive, P.O. Box 97 |
| Section 15-00026-00-SW | | | | City Freeburg |
| Project No. | | | | State IL |
| Job No. | | | | Zip Code 62243 |
| Contact Name/Phone/E-mail Address Tony Funderburg 618-539-5545 tfunderburg@freeburg.com | | | | Contact Name/Phone/E-mail Address Chris Smith, P.E. 618-539-3178 chris.smith@rhutasel.net |

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name West Apple Sidewalk Connector Project Route _____ Length 2400 Structure No. N/A

Termini West Apple Street from Richland Avenue to West Street (RR Omission), Urbanna Drive from Milfred Road to Linden Drive.

Description New Sidewalk, curb and gutter, storm sewer, all the miscellaneous collateral work to complete this stage of the "safe routes to school" network as proposed.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 545 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class of Action Determination or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA 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 LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. ~~That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.~~
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Rhutasel and Associates, Inc.
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243

Current Payroll Rates

1/28/2015

| <u>Classification</u> | <u>Rate</u> |
|------------------------------|-------------|
| Principal Engineer | \$54.20 |
| Principal Surveyor | \$54.20 |
| Structural Engineer | \$50.44 |
| Senior Project Engineer | \$43.92 |
| Project Engineer | \$34.02 |
| Resident Engineer | \$40.00 |
| Project Surveyor | \$31.82 |
| Design/Construction Engineer | \$29.71 |
| Design Surveyor | \$27.79 |
| Resident Technician | \$30.00 |
| Engineering Technician V | \$28.41 |
| Engineering Technician IV | \$25.65 |
| Engineering Technician III | \$21.00 |
| Engineering Technician II | \$17.32 |
| Engineering Technician I | \$13.75 |

August letting

| | |
|---------------------------------------|--------------|
| DMS CONTRACTING, INC. | \$265,297.00 |
| STUTZ EXCAVATING, INC. | \$279,332.70 |
| HANK'S EXCAVATING & LANDSCAPING, INC. | \$283,036.00 |
| BRUCE CONCRETE CONSTRUCTION INC. | \$303,123.88 |
| KELLER CONSTRUCTION, INC. | \$318,888.88 |

June Letting

| | |
|---------------------------------------|--------------|
| STUTZ EXCAVATING, INC. | \$241,351.75 |
| H & M BACKHOE SERVICE, INC. | \$258,705.56 |
| DMS CONTRACTING, INC. | \$289,333.00 |
| HANK'S EXCAVATING & LANDSCAPING, INC. | \$299,814.40 |
| ILLINOIS EXCAVATORS, INC. | \$328,986.31 |
| PRADO CONSTRUCTION | \$360,826.84 |

Tony Schenk

From: Schaller, Jon A <Jon.Schaller@illinois.gov>
Sent: Monday, February 2, 2015 5:10 PM
To: 'Tony Funderburg'
Cc: 'Tony Schenk'
Subject: Village of Freeburg, Section 12-00024-00-SW, Contract 97545, 01/30/2015 Letting, Item 43, Urbanna Drive Sidewalks

Tony,

The letting results for the Village's Urbanna Drive sidewalk project are shown below. The low bid received was within an awardable range of the \$242,332.00 estimated cost.

| | |
|---------------------------------------|--------------|
| FOURNIE CONTRACTING CO. INC. | \$250,482.00 |
| DMS CONTRACTING, INC. | \$255,699.00 |
| STUTZ EXCAVATING, INC. | \$268,901.02 |
| LAKE CONTRACTING, INC. | \$270,944.00 |
| HANK'S EXCAVATING & LANDSCAPING, INC. | \$281,277.45 |

Please let me know if the Village concurs in making the award to the low bidder.

Thanks,

Jon

Jon A. Schaller, P.E.
Local Roads Field Engineer
Illinois Department of Transportation
Region Five / District 8
1102 Eastport Plaza Drive
Collinsville, IL 62234
(618) 346-3334 (voice)
(618) 346-3341 (fax)
Email: Jon.Schaller@illinois.gov

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COST ESTIMATE**Main Street Drainage**

| <u>ITEM</u> | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>COST</u> |
|--|-------------|-----------------|-------------------|----------------|
| Traffic Control | Lsum | 1 | 5,000.00 | 5,000 |
| Clearing | Lsum | 1 | 5,000.00 | 5,000 |
| Earthwork | CY | 200 | 35.00 | 7,000 |
| Culvert Removal | Foot | 112 | 10.00 | 1,120 |
| Pavement Removal | S.Y. | 150 | 15.00 | 2,250 |
| Incidental HMA Surfacing, 3" | S.Y. | 107 | 45.00 | 4,815 |
| Aggregate Base Course, 6" | S.Y. | 64 | 15.00 | 960 |
| Storm Manholes | Each | 1 | 2,000.00 | 2,000 |
| Storm Inlets | Each | 5 | 1,500.00 | 7,500 |
| Storm Sewer, 15" | L.F. | 15 | 35.00 | 525 |
| Storm Sewer, 24" | L.F. | 431 | 45.00 | 19,395 |
| Storm Sewer, 30" | L.F. | 83.00 | 60.00 | 4,980 |
| PRBC 5' x 3' (Box Culvert) | L.F. | 225.00 | 300.00 | 67,500 |
| Rip Rap | S.Y. | 15 | 75.00 | 1,125 |
| Trench Backfill | CY | 100.00 | 30.00 | 3,000 |
| Grading and Shaping Ditches | Lsum | 1.00 | 5,000.00 | 5,000 |
| Seeding & Mulch | Acre | 0.50 | 5,000.00 | 2,500 |
| Mobilization (6%) | Lsum | 1.00 | 8,000.00 | 8,000 |
| Total Construction Costs | | | | 147,670 |
| Preliminary Engineering/Survey (15%) | | | | 22,000 |
| Easements Descriptions and Exhibits | | | | 800 |
| Construction Engineering, Staking, and Testing (10%) | | | | 14,500 |
| Total Estimate Project Cost with Engineering | | | | 184,970 |



RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS □ LAND SURVEYORS
FREEBURG / CENTRALIA, ILLINOIS

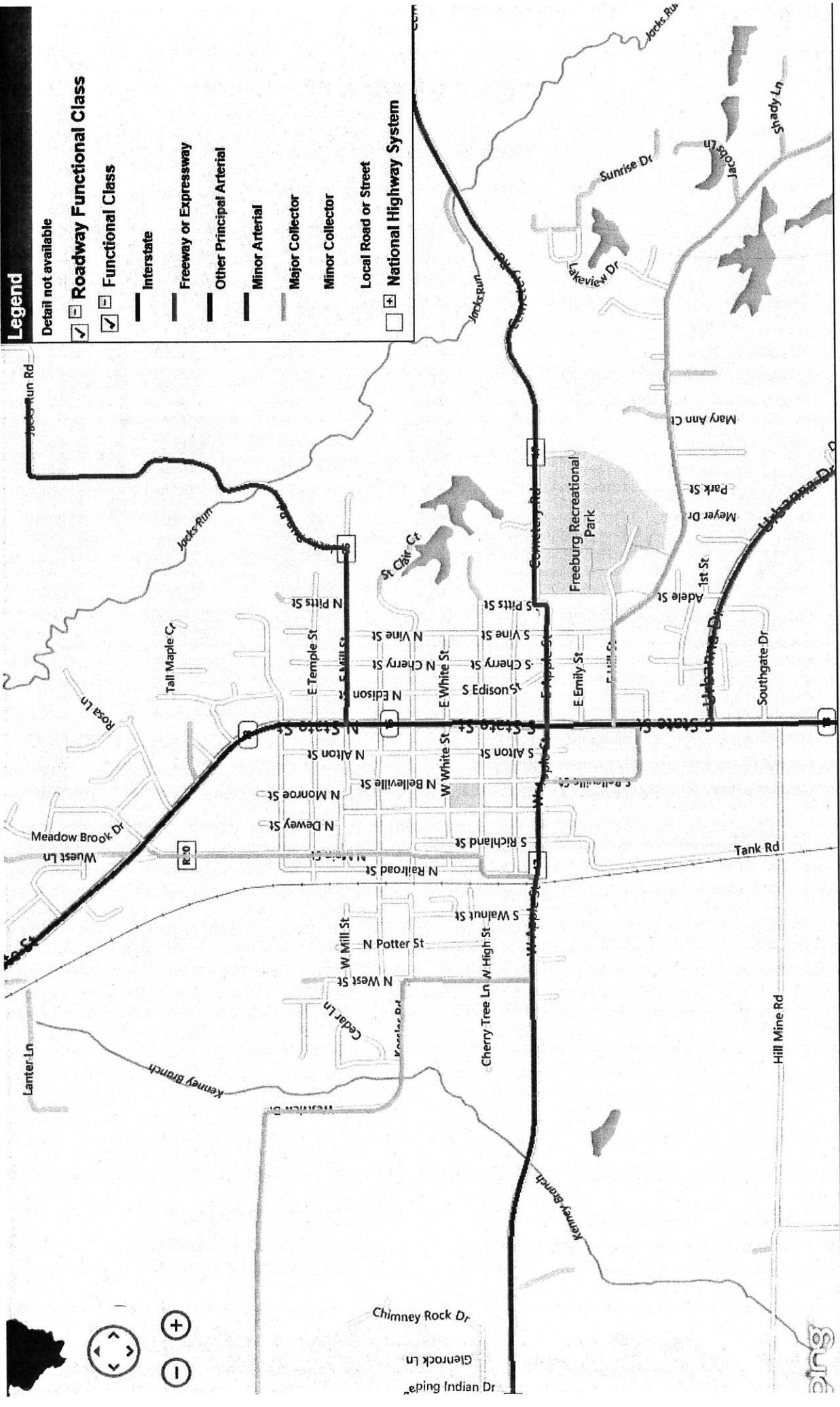
COST ESTIMATE
MAIN STREET DRAINAGE
FREEBURG, ILLINOIS

EXHIBIT

Legend

Detail not available

- Roadway Functional Class**
- Functional Class**
- Interstate**
- Freeway or Expressway**
- Other Principal Arterial**
- Minor Arterial**
- Major Collector**
- Minor Collector**
- Local Road or Street**
- National Highway System**



Chimney Rock Dr
Glenrock Ln
Dr Indian Guide

