

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

May 14, 2012

NOTICE

MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Matchett/Baker/Blaies)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, May 16, 2012 at 6:30 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
 - 1. Pool
- B. New Business

- A. Old Business
 - 1. Approval of April 11, 2012 minutes
 - 2. Safe Routes to School
 - 3. 709 Saxony Lane request for culvert
 - 4. Welcome to Freeburg sign at north end of town
 - 5. MFT
 - 6. Procedure to Request Flags to be Displayed
 - 7. Drainage Problem Areas
 - 8. Shady Lane dispute
 - 9. Ditch behind home at 606 W. High
 - 10. Lobby Painting
 - 11. New fogger purchase
 - 12. Spring Clean Up 4/20 - 4/23
 - 13. Lighting along Westview Drive
 - 14. Lawn mowing bids
 - 15. Cemetery Road
- B. New Business
- 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) a.]; or real estate transactions [5 ILCS, 120/2-(c)(5)].

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.

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Baker/Blaies)
Wednesday, May 16, 2012 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:30 p.m. on Wednesday, May 16, 2012, in the Municipal Center. Those in attendance were Chairman Ray Matchett, Trustee Mike Blaies, Trustee Rita Baker, Mayor Ray Danford, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing, Office Manager Julie Polson, Pool Managers Scott Schulz, Darren Pierce and Jill Rouse. Guests present: Members of the swim team.

POOL: A. OLD BUSINESS:

1. Pool: Administrator Herzing provided an update on the renovation of the pool. He stated we are making good progress and confirmed the main pool will not be done by the end of May. We are hoping to open by mid-June. The underground piping is in and the decks are being poured. The construction of the pump house will be done this week. The entire gutter system is done and the plastic liner will be installed closer to the end of the project. With respect to the bath house, we will start painting the interior next week. The Village is going to set the light poles. They have been ordered and Ron is going to work on getting them in as quickly as possible.

John said we need to discuss the bath house roof bids. Two quotes received were over \$20,000 and the third quote was just under \$20,000. DRS Construction has done work for us in the past at the east lagoon and we were happy with their work.

Trustee Rita Baker motioned to recommend to the full Board that DRS Construction's bid in the amount of \$19,860.60 for the bath house roof repair be accepted and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Since the opening is going to be delayed and we need to be able to staff it when it does open, the committee discussed paying the pool staff for the normal pool season. The committee also felt the pool passes should be pro-rated to the opening date of the pool.

Trustee Rita Baker motioned to recommend to the full Board the pool staff be paid per the regular pool schedule and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.

Trustee Rita Baker motioned to recommend to the full Board the 2012 pool prices remain the same and that pool passes will be prorated from the normal start date of 5/26/12 to the actual opening date of the pool and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS: None.

STREETS: A. OLD BUSINESS:

1. Approval of April 11, 2012 minutes: *Trustee Rita Baker motioned to approve the April 11, 2012 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

2. Safe Routes to School: Dennis met with Larry Rhutasel and IDOT on this project. He passed around the Preliminary Engineering Services Agreement for Federal Participation and also the Local Agency Agreement for Federal Participation. If the committee believes the agreements are in order, he will prepare an ordinance to include them in Monday night's board meeting. Once they have been executed by both parties, it will take six months to one year to be approved.

Trustee Rita Baker motioned to recommend to the full Board the Preliminary Engineering Services Agreement for Federal Participation and the Local Agency Agreement for Federal Participation be approved and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

3. 709 Saxony lane request for culvert: Nothing new.

4. Welcome to Freeburg sign: Mayor Danford took a picture of Mascoutah's welcome sign and Rita said this looks good. Since we can't put a brick sign on IDOT's right-of-way, Mike suggested we use some type of artificial brick façade. We will look into this and get some prices.

5. MFT: John set the oiling dates for Wednesday, August 8th and Friday, August 10th. The grade school has asked if we could oil and chip the two teachers' parking lots as well as the road that runs behind the primary center. Ron said we have done this in the past. We just ask for the project to be billed separately so it doesn't diminish our MFT materials. The committee agreed with the request.

6. Procedure to Request Flags to be Displayed: Nothing new.

7. Drainage Problem Areas: Dennis talked to Netemeyer who told him he was working on his report but we haven't received anything yet. Dennis will give him another call.

8. Shady Lane Dispute: Dennis provided the drawing prepared by Gale Hake showing where everything is located. The 30' strip back to the cemetery does not follow the actual road. Julia Wilkerson's house is actually on our property and Luckett has a shed on our property. Dennis told Luckett he needs to get his small shed off the cemetery property and he has agreed to do that. Both Dennis and Gale think we should swap property with Julia Wilkerson. We would ask her to deed us a 30' strip of property where the road really is and we give a 30' strip of property where her house currently sits. The committee agreed and Dennis will have Gale start drawing up the deeds to accomplish this.

9. Ditch behind home at 606 W. High: John said this will be done shortly.

10. Lobby painting: Julie said we will start working on this soon.

11. New fogger purchase: John is working on getting the best price between two dealers.

12. Spring Clean Up April 20th - 23rd: The clean up went very well. The electronics recycling was a big hit and Dennis will look into having SAVE hold a monthly electronics recycling event. Item can be taken off the agenda.
13. Lighting along Westview Drive: John said we will complete this over the summer.
14. Lawn mowing bids: KMK Lawns was low bid. Item can be taken off the agenda.
15. Cemetery Road: Dennis hasn't received anything from the County. Both Ron and Jon said there is a culvert that is failing and Dennis said once he receives the proposal, he will ask them to replace the culvert.

B. NEW BUSINESS: John said the Village Park used to have picnic tables out there and he would like to see if we can do that again. He will gather some prices on vandal proof tables and bring that back to next month's meeting. He said he would also like to look at a waste deposit station for dogs since it has become quite a problem out there. He will get some signs posted regarding that.

With respect to the recent arson fires, John said he would like to pull our equipment out of the sheds and into area lots and the committee agreed.

C. GENERAL CONCERNS: Trustee Matchett said we have received a request from the American Legion to use the Village Park for the annual Memorial Day Ceremony on Monday, May 28th.

Trustee Rita Baker motioned to recommend to the full Board the Freeburg Locklar-Smith American Legion Post 550's request to use the Village Park for their Memorial Day Ceremony on May 28th be granted and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Trustee Rita Baker motioned to recommend to the full Board the church's request to use the Village Park for Concerts in the Park during the month of June be granted and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

We have several areas around town that have high grass and/or weeds. Julie said notices are being sent out to the occupied homes. If the home is vacant, we will ask KMK Lawns to take care of.

D. PUBLIC PARTICIPATION: See above.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 7:52 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattem
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

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Baker/Blaies)

Wednesday, April 11, 2012 at 6:30 p.m.

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.

The meeting of the Public Property Committee was called to order at 6:48 p.m. on Wednesday, April 11, 2012, in the Municipal Center. Those in attendance were Chairman Ray Matchett, Trustee Mike Blaies, Trustee Rita Baker, Mayor Ray Danford, Chief Mel Woodruff, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson.

POOL: A. OLD BUSINESS:

1. Pool: Administrator Herzing provided an update on the renovation of the pool and advised the update was also provided to the swim team. The excavation for the new filter building started on 3/19. The filter pit in the old filter room was filled and the new floor slab was poured on 3/23. The footings for the new filter building were poured 3/29 and formwork for the walls started immediately after. The subgrade foundation and tank walls for the new filter building were poured on 4/3. The anchor bolts were set and the gutters have been assembled and mounted on the anchor bolts. We have received the first contractor's pay request and Dennis would like to present that at Monday's board meeting for payment. He said Doug Biscayne from EWR has certified and approved it.

Trustee Rita Baker motioned to recommend to the full Board that Davinroy Mechanical Contractor, Inc.'s Application for Payment #1 in the amount of \$199,342.71 be approved for payment and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS: None.

STREETS: A. OLD BUSINESS:

1. Approval of March 21, 2012 minutes: *Trustee Rita Baker motioned to approve the March 21, 2012 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

2. Safe Routes to School: Dennis passed around the proposal that Sid LeGrand of Rhutasel prepared for the Safe Routes to School project along State Route 15 from State Route 13 to Adele Street. Dennis said Steve did include engineering fees in the grant and also said it will probably take several months to get an engineering contract approved. Fees are based on IDOT's schedule.

Trustee Rita Baker motioned to recommend to the full Board that Rhutasel & Associates be hired as the engineering firm for the Safe Routes to School project on State Route 15 from Route 13 to Adele Street and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Street Committee Meeting Minutes
Wednesday, April 11, 2012

Page 1 of 3

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



John said in response to Povolich's recent editorial, we will take care of this project this year. Chief Woodruff was present to address recent complaints received regarding basketball goals in or facing the street. Mel said the newspaper was contacted and an article will be running in this week's edition of the Tribune. He wanted the trustees to be aware of what was happening. Our current code states you cannot place anything in the public right-of-way and you also cannot have games in the street. Mel said he had the nuisance officer on duty go around to some of the homes where basketball hoops had been placed incorrectly and asked the homeowners to correct the situation. No-one has been cited and Mel said they are trying to contact the residents and ask them to correct the situation. We will check back later to see if they have complied.

3. 709 Saxony lane request for culvert: Nothing new.
4. Welcome to Freeburg sign: Trustee Blaies said the Chamber is looking for some action on this and also complained to Mike that they had paid for signs and there is nothing on them. Mike said the Chamber also wants to know if we have any money in the budget for the signs. Mayor Danford said he has been looking at what other towns do and liked how Mascoutah has their welcome signs set up. They have a small welcome sign and behind the welcome sign is a larger, lattice-style sign that the individual organizations are displayed on. These signs would meet the breakaway standards set by IDOT.
5. MFT: Dennis said the bid opening has been scheduled for Monday, April 16th at 2:00 p.m.
6. Procedure to Request Flags to be Displayed: Nothing new.
7. Drainage Problem Areas: Dennis will call Netemeyer to get an update.
8. Shady Lane Dispute: Dennis needs to work on this.
9. Ditch behind home at 606 W. High: John has the concrete from the pool and has this on his list to do.
10. Lobby painting: Julie said we will start working on this soon.
11. New fogger purchase: John received two quotes, one for \$8500 which includes the GPS and flow control and the other quote is for \$7800. John was able to purchase the chemical used at \$1900 a barrel which is about \$600 less than last year.
12. Spring Clean Up April 20th - 23rd: The dates have been set and we met with Waste Management last week. Mayor Danford said SAVE is having an electronics recycling event the same weekend. Dennis will contact Jim at SAVE to see if we can include the electronics at the spring clean up.
13. Lighting along Westview Drive: John said we will complete this over the summer.
14. Lawn mowing bids: The bid opening is set for 2:00 p.m. tomorrow.

B. NEW BUSINESS:

1. Lawn care evaluations for Village Hall property: Quotes were received to manage the weeds from Paradise Lawns at \$250 per application and TruGreen at \$315 per application.

Trustee Blaies offered to help with this. Julie suggested utilizing our part-time workers to do this. John will look into applying it ourselves to save some money. There are also some bushes that need to be taken out.

2. Cemetery Road: Dennis said the County is proposing to put a 2" layer of blacktop on their portion and then turn that over to us and also retain ownership of the bridge. Dennis has our attorney looking to see if the County can just abandon a road. Both Ron and Jon said there is a culvert that is failing and Dennis said once he receives the proposal, he will ask them to replace the culvert.

3. Senior Citizens of Freeburg Request: The committee agreed to their request to place their sign on the Village sign. They will supply the sign and we will put it up.

4. FFA Request to plant flowers: We received a request from FFA to plant flowers in the Village Park and the committee agreed to the request.

C. **GENERAL CONCERNS**: Trustee Blaies said the gates have been open all the time at the old sewer plant and things are getting dumped there. John had asked them to leave it open but he will have the police start closing it up overnight. Trustee Matchett said Don Hinrichs has contacted him about his driveway and John said we have talked to him several times and told him we want to wait until everything has settled before we repair the driveway. The committee agreed to issue Mr. Hinrichs a check for our portion of the work and he can get it done when he wants to. Julie suggested we have him sign a statement if he does the work before we think it should be done, he agrees that we are not liable for anything that goes wrong.

D. **PUBLIC PARTICIPATION**: None.

E. **ADJOURN**: *Trustee Rita Baker motioned to adjourn the meeting at 8:08 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
Village of Freeburg			XXX	
Section	Fund Type	ITEP Number		
12-00024-00-SW	SRTS			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-98-311-12	SRTS-4009(149)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Urbanna Drive Route FAP 103 Length 0.27 Mile
 Termini From South State Street (IL13/15) to Adele Street

Current Jurisdiction State Existing Structure No _____

Project Description

The proposed project is the construction of sidewalk, ADA ramps, curb and gutter, storm sewer, and all miscellaneous collateral work to complete this stage of the "safe routes to school" network as proposed.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	28000	(*)		()		()	28,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 28,000		\$ _____		\$ _____		\$ 28,000

*100% SRTS Funds Not to Exceed \$28,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

- METHOD A---Lump Sum (80% of LA Obligation) _____
- METHOD B--- _____ Monthly Payments of _____
- METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) 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 department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in 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.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Raymond Danford

Name of Official (Print or Type Name)

Village Board President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 37-6001961 conducting business as a Governmental Entity.

DUNS Number 033435272

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

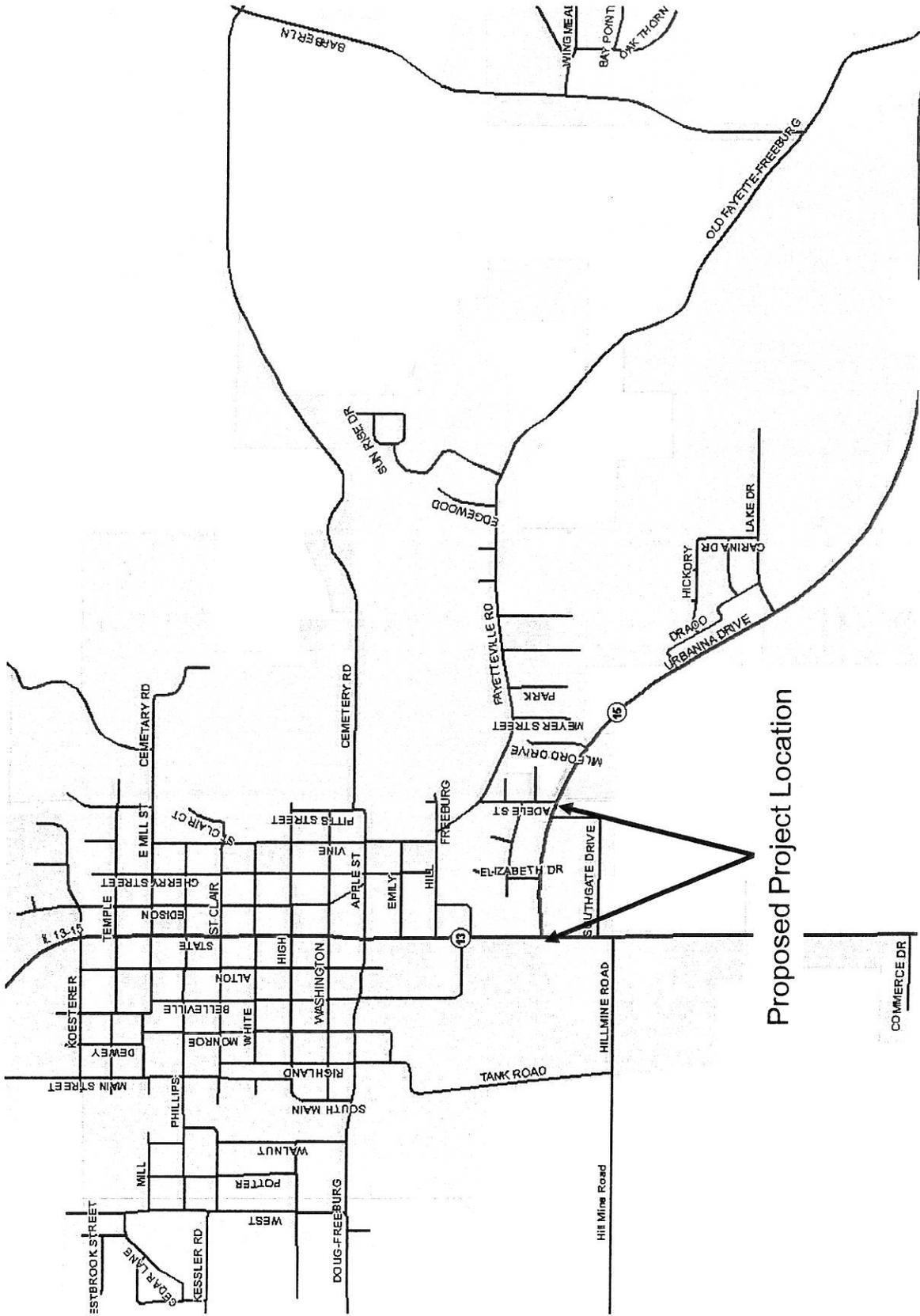
Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date



Proposed Project Location

Village of Freeburg
 Sec. 12-00024-00-SW
 Addendum 1 - Location Map

Local Agency Village of Freeburg, Illinois	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Rhutasel and Associates, Inc.
County St. Clair		Address 4 Industrial Drive
Section 12-00024-00-SW		City Freeburg
Project No.		State Illinois
Job No.		Zip Code 62243
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address Anthony Schenk, P.E. tony.schenk@rhutasel.net	

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 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 2012 Safe Routes to School Improvements Route FAP 103 Length 1,400'+/- Structure No. _____
Termini On Urbanna Drive (IL Route 15) From Adele Street to South State Street (IL Route 13).

Description: New sidewalk, ADA ramps, curb and gutter, storm sewer, and 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 180 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:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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
 - 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 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 therefrom. These indemnities shall not be limited by the listing of any insurance policy.~~ To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligent acts or omissions of the ENGINEER or ENGINEER's officers, directors, partners, or employees in the performance and furnishing of ENGINEER's services under this Agreement, provided that such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) including loss of use resulting therefrom.
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.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Rhutasel and Associates, Inc.	37-0955007	\$28,000
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$28,000
Total for all Work:		\$28,000

Executed by the LA:

Village of Freeburg
(Municipality/Township/County)

ATTEST:

By: _____
Jerry Lynn Menard, Village Clerk

By: _____
Title: Raymond Danford, Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

Rhutasel and Associates, Inc.

By: *Sidney W. LeGrand*
Title: Sidney W. LeGrand, P.E., Secretary

By: *Gale E. Hake*
Title: Gale E. Hake, P.L.S., Vice President

Exhibit A-1 - Preliminary Engineering

Route: Village of Freeburg 2012 SRTS Project
 Local Agency: Village of Freeburg 2012
 (Municipality/Township/County) 12-00024-00-SW
 Section: _____
 Project: _____
 Job No.: _____

Method of Compensation: **X**
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate _____
 Lump Sum _____

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) _____ 148.75%
 Complexity Factor (R) _____ 0
 Calendar Days _____ 180

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification (Item)	Man-Hours (Qty.)	Payroll Rate (Rate)	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Final Road Plans	Principal Engineer	4	52.62	210.48	313.09			75.92	599.49
	SR Project Engineer	4	41.88	167.52	249.19			60.42	477.13
	Project Engineer	16	31.90	510.4	759.22			184.09	1453.71
	Technician V	16	27.92	446.72	664.50			161.13	1272.34
	Travel	10	0.485	4.85	7.21		4.85	2.45	19.37
	Photos	0	0.50	0	0.00		0.00	0.00	0.00
	Prints	20	2.75		0.00		55.00	7.98	62.98
	Photocopies	200	0.15		0.00		30.00	4.35	34.35
	Telephone & Postage	Estimate			0.00		20.00	2.90	22.90
	Misc. Supplies	Estimate			0.00		20.00	2.90	22.90
Special Provisions: Estimates:									
	Principal Engineer	2	52.62	105.24	156.54			37.96	299.74
	SR Project Engineer	4	41.88	167.52	249.19			60.42	477.13
	Project Engineer	14	31.90	446.6	664.32			161.08	1272.00
	Technician II	5	16.90	84.5	125.69			30.48	240.67
	Photocopies	480	0.15		0.00		72.00	10.44	82.44
	Telephone & Postage	Estimate			0.00		20.00	2.90	22.90
	Misc. Supplies	Estimate			0.00		20.00	2.90	22.90
Totals This Sheet - Exhibit A-1				2143.83	3188.95	0.00	241.85	808.32	6382.95
Totals All Sheets - Exhibit A and A-1				9613.32	14299.81	0.00	544.98	3542.08	28000.18

WELCOME TO
HISTORIC
MASCOUTAH



Dennis Herzing

From: jtolan@freeburg.com
Sent: Tuesday, May 15, 2012 1:40 PM
To: Ron Dintelmann; Dennis Herzing
Subject: Road oiling

Called Maedge Trucking -Oiling dates that were available - Wednesday August 8th and Friday August 10th. I set up a rain date for August 22nd.

This is the week before Homecoming, I know we like to stay away from this time. I'm not too concerned with that we oiled Hill St. last year.

I do want to consider oiling all or a portion of Old Fayetteville Rd.

This would be year 3 for it. It is starting to show some wear farther out. Plus we have two areas we dug up near the park for a force main repair and underground electric to the pool.

Something I wanted to discuss at the street committee. Tim Havel from the Grade School has asked if we would oil and chip the two teacher's parking lots and the road that runs north and south between Lincoln Court and Hill Mine Road. They are willing to pay for this to be done.

JT

DRS Construction & Landscaping, LLC

5618 Seasons Ridge
 Smithton, IL 62285
 IL LIC# 104-015310
 618-406-1486

Estimate

Date	Estimate #
11/21/2011	142

Name / Address
Village of Freeburg Village Pool

Project
Village Pool

Description	Qty	Rate	Total
Re-Roof Pool House Includes: -Removal of 2 layers of shingles. Install new #15 felt, drip edge, 30 year shingles, new ridge vent, 3 vent pipes, and any other vents that need replaced. -DRS to provide labor, materials, and dumpster -Note: :\$50 per sheet of decking to be replaced, or \$3.50 per/ LN ft	31	364.25806	11,292.00
Install soffit and fascia on pool house Includes: -install new soffit and fascia on pool house. DRS to provide labor and materials, cleanup	340	10.24588	3,483.60
Siding-DRS to provide labor and materials to install hardi board siding on poolhouse on gabies only	1	3,674.00	3,674.00
Install Gutters -DRS to install gutters. DRS not to trench gutters away from building	269	5.24535	1,411.00
		Total	\$19,860.60



Locklar-Smith American Legion Post No. 550

REGULAR MEETING — FIRST MONDAY OF EACH MONTH

POST OFFICE BOX 81 • FREEBURG, ILLINOIS 62243

7700 Ponderosa Lane
Freeburg, IL 62243
May 1st, 2012

RECEIVED

MAY 6 7 2012

The Honorable Mayor Ray Danford
Village of Freeburg
14 Southgate
Freeburg, IL 62243

Mayor Danford,

The Freeburg Locklar-Smith American Legion Post 550 requests permission to use the Village Park on Saturday May 26th, 2012 to place crosses in memory of our fallen comrades and also to use the park for our Memorial Day ceremony to be held on Monday May 28th, 2012. We will not have a parade this year. We are requesting everyone to meet at the park at 9:00 A.M. for the ceremony.

Would you please do us the honor of giving the opening address at the Memorial Day Ceremony on May 28th, 2012?

Thank you in advance for your cooperation in this matter. Please notify me of your response as soon as possible. If you require additional information you can contact me at (618) 539 5433 or at the address above.

Yours truly,

Walter P. Ensley
Walter P. Ensley - Commander

Locklar-Smith American Legion Post 550