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

April 14, 2014

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, April 16, 2014 at 6:00 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

A. Old Business
   1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)1

B. New Business

****

A. Old Business
   1. Approval of March 12, 2014 minutes
   2. Safe Routes to School
   3. MFT/Ditch on N. Main
   4. Drainage Problem Areas/Southgate Drive/Huelsman
   5. Shady Lane dispute
   6. Cemetery Road
   7. Part-time help – Executive Session to Discuss Personnel, 5 ILCS 120/2-(C)(1)

B. New Business
   1. Lighthouse Learning Center Request
   2. Stop sign request St. Clair/Vine

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)].

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, April 16, 2014 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:00 p.m. on Wednesday, April 16, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Trustee Matt Trout, Trustee Mike Blaies, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Pool Manager Scott Schulz.

POOL: A. OLD BUSINESS:

1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)(1): Trustee Niebruegge said we are still waiting on the union negotiations to finalize.

Elizabeth has the fliers for the pool parties done and she will get them distributed to Scott and Village Hall.

STREETS: A. OLD BUSINESS:

1. Approval of March 12, 2014 Minutes: *Trustee Steve Smith motioned to approve the March 12, 2014 Minutes and Trustee Dean Pruett seconded the motion.* All voting aye, the motion carried.

2. Safe Routes to School: We have a final payment request from TWM on their SRTS project.

   Trustee Steve Smith motioned to approve payment of TWM's final Invoice #51165 in the amount of $371.52 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

We also have a proposed construction agreement from Rhutasel & Associates for the Urbanna Drive Sidewalk Improvements. Tony explained he put $11,000 in the budget for this work since Dennis was originally going to do it. We will try to get this included in the grant but have made provisions if it does not.

Trustee Dean Pruett motioned to recommend to the full Board we enter into a Construction Engineering Agreement with Rhutasel & Associates for the Urbanna Drive Sidewalk Improvements at a cost not to exceed $18,501.39 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

3. MFT/Ditch on N. Main: John said the MFT packet is complete and has been sent to IDOT. Once we get it approved, we will go out for bid.

4. Drainage Problem Areas/Southgate Drive/Huelsman: John said we have Hueslman's project in the budget. He has talked to Rhutasel for some surveying of the site. We do have a file from Dennis that contains a lot of information on this.

5. Shady Lane Dispute: Tony said everyone has been contacted. We are in the process of obtaining all of the signatures.

6. Cemetery Road: Tony is going to have Mayor Speiser send Mark Kern a letter on this. We may ask Dale Recker to write a letter as well.

7. Part-time help – Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1):

EXECUTIVE SESSION
6:05 P.M.

Trustee Steve Smith motioned to recommend to enter into Executive Session citing personnel 5 ILCS 120/2 - (c)(1) and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED
6:20 P.M.

The meeting reconvened at 6:21 p.m.

Trustee Steve Smith motioned to recommend to the full Board we hire Wes Munie for the 8-week summer position; Dave Beshears for the part-time seasonal position and Loren Sinn for the part-time year round 2-day per week position and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS:

1. Lighthouse Learning Center request: We received their annual request to use the Village Park for the graduation ceremonies on Friday, May 16th, and the committee agreed with their request.

2. Stop sign request St. Clair/Vine: Mr. LaBrier sent a request to Tony asking for a stop sign at Vine/St. Clair. Trustees Matchett and Pruett agreed one is needed at that location.

Trustee Steve Smith motioned to recommend a 4-way stop sign be installed at the intersection of St. Clair and N. Vine Street and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

C. GENERAL CONCERNS: Trustee Blaies asked John if the rocked areas in the pool were cemented? John advised that work will be done when the shade structures are installed. Trustee Smith asked about the pothole by the firehouse, and John said that area will be cut out and filled in with hot patch. Trustee Niebruegge said we received a request today for a "Slow, Children Playing" sign at Draco and Willow. We will take this request to Chief Donald for his review.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn the meeting at 6:26 p.m. and Trustee Steve Smith seconded the motion.* All voting aye, the motion carried.

Julie Polson

Julie Polson
Office Manager

Invoice

Thouvenot, Wade, & Moerchen Inc.
Exceptional Service.
Nothing Less.

TWM
ENGINEERS • LAND SURVEYORS • PLANNERS

RECEIVED
MAR 31 2014

Tony Funderburg
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

March 26, 2014
Project No: T25100115A
Invoice No: 51165

Project T25100115A Freeburg - Safe Routes To School Grant

For professional services rendered including:
- Project closeout
- IDOT Audit

Consulting Services from March 13, 2014 to March 21, 2014

Professional Personnel

	Hours		Amount	
Project Engineer I	.50			
Mgr Constr Engr Serv	1.00			
Junior Technician	7.25			
Totals	8.75			
	2.622 times	**123.75**	**324.47**	
	1.145 times	**324.47**	**371.52**	
Total Labor				**371.52**
		Total this Invoice		**$371.52**

Billings to Date

	Current	Prior	Total
Labor	371.52	44,794.99	45,166.51
Consultant	0.00	3,975.75	3,975.75
Totals	**371.52**	**48,770.74**	**49,142.26**

Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc.- 4940 Old Collinsville Road - Swansea IL 62226
Customer agrees to pay service charge of 1 1/2% (18% annual) against accounts more than 30 days past due.
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Telephone 618.624.4488 Fax 618.624.6688

VILLAGE PRESIDENT
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VILLAGE CLERK
Jerry Menard

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Weilmuenster Law Group, P.C

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, March 12, 2014 at 7:00 p.m.

The meeting of the Public Property Committee was called to order at 7:00 p.m. on Wednesday, March 12, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Trustee Matt Trout, Trustee Mike Blaies, Public Works Director John Tolan and Office Manager Julie Polson. Guests present: Pool Manager Scott Schulz and Janet Baechle.

Trustee Dean Pruett motioned to amend the agenda to move Pool Business towards the end of the meeting so Pool Manager Scott Schulz would be present and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

STREETS: A. OLD BUSINESS:

1. Approval of February 12, 2014 minutes and February 5, 2014 Pool Minutes: *Trustee Dean Pruett motioned to approve the February 5, 2014 pool minutes and Trustee Matt Trout seconded the motion.* All voting aye, the motion carried. *Trustee Steve Smith motioned to approve the February 12, 2014 minutes and Trustee Dean Pruett seconded the motion.* All voting aye, the motion carried.

2. Safe Routes to School: John said the plans have been finalized and IDOT increased the stormwater culvert size to 18". This will raise the cost of the project to be about $15,000 over. John said we will have the bid letting for this project in June or July. We have a payment request from Rhutasel.

   Trustee Dean Pruett motioned to approve payment of Rhutasel & Associates' Invoice #11 in the amount of $2,110.34 for the SFTS project and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

3. MFT/Ditch on N. Main: John is working on the ditch on N. Main St. We will clean it out and install a culvert past Baudinos. With regard to MFT, he is working on that and has asked for Dale Recker's assistance. He will have that ready to go out for bid in April.

4. Drainage Problem Areas/Southgate Drive/Huelsman: John has money in next year's budget to work on the Huelsman drainage problem. He will contact the Huelsman's to give them an update.

5. Shady Lane Dispute: We held the public hearing on March 3rd regarding the property transfers. Tony will send letters out to the property owners advising that this is now our road.

6. Cemetery Road: John said we have not made any headway on this.

7. Purchase of vehicles: John said Shane obtained prices from several area dealers and Laura's in Collinsville has the best prices. We have the money in this year's budget to purchase two vehicles.

Trustee Steve Smith motioned to recommend to the full Board we purchase a 2014 GMC Sierra at a cost not to exceed $31,529 and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board we purchase a 2014 GMC Sierra at a cost not to exceed $30,483 and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

8. Grant opportunities: There is nothing new.

9. Emergency call list for snow removal: John said this was discussed with the other committees. We are waiting on union approval.

10. Village snow removal policy: John would like to hold off on this until the fall. Trustee Blaies requested that the first sentence of #3 be deleted.

John advised Electrico will be out to fix the light at the intersection of Belleville and W. Apple.

B. NEW BUSINESS:

1. Grass moving bids: We received two bids for the grass mowing. Huschle came in at $310 per mowing and Regnar quoted $685.

Trustee Dean Pruett motioned to recommend to the full Board we hire Huschle Lawn Service to mow the Village properties at $310 per mowing and Trustee Steve Smith seconded the motion. All voting aye, the motion carried

2. Part-time help: John would like to hire two part-time workers to work the entire year. He would like to hire one in April for year-round work. He would also like to hire a part-time person to work May, June, July, be off August and September, and come back and work October, November and December. The committee agreed and we will advertise for part-time help and bring that back to the committee meeting in April.

POOL: A. OLD BUSINESS:

1. Lifeguard applications:

EXECUTIVE SESSION
7:31 P.M.

Trustee Dean Pruett motioned to recommend to enter into Executive Session citing personnel 5 ILCS 120/2 - (c) and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED
7:49 P.M.

The meeting reconvened at 7:50 p.m.

Trustee Steve Smith motioned to recommend to the full Board we hire Emily Dircks, Erica Wangelin, Natalie Huskey and Noah Carpenter pending lifeguard certifications and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS:

1. Pricing for Pool/Pool Party sign up sheet: The pool party price has been increased to $175 for 2 hours, with $1 charged for each person over 50. The pool party request form was passed out for comments. We will add language on the form that states the party is responsible to pay for food orders if they decide they don't want the food after it has been ordered. The committee agreed to raise the user fee to $50. All other prices will remain the same for this year.

EXECUTIVE SESSION
8:10 P.M.

Trustee Dean Pruett motioned to recommend to enter into Executive Session citing personnel 5 ILCS 120/2 - (c) and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED
8:13 P.M.

The meeting reconvened at 8:15 p.m. John is looking for a sign to the pool that says, "Welcome to the Freeburg Pool, Home of the Freeburg Waves."

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Steve Smith motioned to adjourn the meeting at 8:17 p.m. and Trustee Dean Pruett seconded the motion.* All voting aye, the motion carried.

Julie Polson
Office Manager

LIGHTHOUSE
Learning Center

April 3, 2014

RECEIVED
APR 07 2014

Village of Freeburg
14 Southgate
Freeburg, IL 62243

To Whom It May Concern:

The school year is nearly over and we are planning graduation ceremonies for our preschool children. This is an important milestone for these children as well as a special event for family and friends. The graduation has been scheduled for Friday, May, 16 2014 at 9:30 a.m.

Once again we would like to request the use of the neighborhood park for this occasion. Just one block away, our children are familiar with this park which we visit often to explore nature and environmental activities throughout the school year. Therefore we feel this park would add the appropriate ending as well as a picturesque setting.

It will take an approximate hour ceremony to give the appropriate send off to our fifteen 5 year-olds who will be heading off to local kindergartens in the fall.

Thank you for this consideration and we look forward to a short, simple meaningful cerebration in our own neighborhood! Please address any further question to Donna Smoker, ISBE Pre-K Teacher at the Lighthouse Learning Center, 539-5849.

Sincerely,

Donna Smoker

Donna Smoker

Called
4/17/14
at 5:40pm

Invoice

Thouvenot, Wade, & Moerchen Inc.
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Nothing Less.

TWM
ENGINEERS • LAND SURVEYORS • PLANNERS

RECEIVED
MAR 3 1 2014

Tony Funderburg
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

March 26, 2014
Project No: T25100115A
Invoice No: 51165

Project T25100115A Freeburg - Safe Routes To School Grant

For professional services rendered including:
- Project closeout
- IDOT Audit

Consulting Services from March 13, 2014 to March 21, 2014
Professional Personnel

	Hours		Amount	
Project Engineer I	.50			
Mgr Constr Engr Serv	1.00			
Junior Technician	7.25			
Totals	8.75			
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Total Labor				**371.52**
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RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

April 9, 2014

Mr. Tony Funderburg.
Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: Urbanna Drive Sidewalk Improvements – Safe Routes to School
Construction Staking and Inspection Assistance

Dear Mr. Funderburg:

We herewith submit our proposed agreement and estimate for construction contract administration, staking, inspection and testing for the subject project.

Attached please find four (4) copies of the Construction Engineering Agreement for the subject project. If these terms are acceptable, please execute all copies by attaching the Mayor's signature and the City Clerk's signature and seal on the marked page. MFT Funds and a Federal moneys may be used for both the staking and inspection and testing if so desired, but a Resolution would be required to appropriate MFT funds for that use. A Joint Agreement with IDOT will also be required for use of Federal money.

Please feel free to contact me if you have any questions on the enclosed information.

Sincerely,
RHUTASEL and ASSOCIATES, INC.

Anthony Schenk, P.E.
Project Engineer

Enc.

Reply To:
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

LOCAL AGENCY		CONSULTANT
Local Agency Village of Freeburg	Illinois Department of Transportation **Construction 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. SRTS-40009(150)		State Illinois
Job No. C-98-343-12		Zip Code 62243
Contact Name/Phone/E-mail Address Tony Funderburg / 618-539-5545 tfunderburg@freeburg.com		Contact Name/Phone/E-mail Address Anthony Schenk / 618-539-3178 tony.schenk@rhutasel.net

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Urbanna Drive Sidewalk Improvements Route FAU 9369 Length 0.29 mi. Structure No. N/A

Termini State Street to Adele Street in Freeburg.

Description: The construction work for this project includes the curb and gutter, storm sewer, sidewalk, entrance pavement and other micellaneous work necessary to complete the plans as propoesd.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

   ☒ a. ~~Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.~~ **Concrete Strength, Air, and Slump Testing.**

   ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☒ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☒ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.

☐ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. 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) of this certification; 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.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. 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.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. 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 Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 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
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. 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.

6. 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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(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.

9. 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 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	$18,501.39

Sub-Consultants:	TIN Number	Agreement Amount
N/A	N/A	$0.00
	Sub-Consultant Total:	0
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LA:

Village of Freeburg
(Municipality/~~Township/County~~)

ATTEST:

By: _____

Village Clerk

(SEAL)

By: _____

Title: Mayor

Executed by the ENGINEER:

ATTEST:

By: Sidney W. LeGrand

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

Rhutasel and Associates, Inc.

By: Gale E Hake

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

BLR 05611 (Rev. 01/10/12)

Exhibit A - Construction Engineering

Route: FAU 9369
Local: Village of Freeburg
(Municipality/~~Township/County~~)
Section: 12-00024-00-SW
Project: SRTS-4009(150)
Job No.: C-98-343-12

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 157.67 %
Complexity Factor (R) 0.00
Calendar Days 365

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐
- Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Construction/	Principal Engr.	9.00	$53.48	$481.32	$758.89	$0.00	$0.00	$179.83	$1,420.04
Administration/	Sr.Project Engr.	0.00	$43.04	$0.00	$0.00	$0.00	$0.00	$0.00	
Testing/	Project Engr.	38.00	$32.73	$1,243.74	$1,961.00	$0.00	$0.00	$464.68	$3,669.42
Observation	Technician V	75.00	$31.08	$2,331.00	$3,675.28	$0.00	$0.00	$870.91	$6,877.19
	Mileage						$32.50		$ 32.50
	Photocopies						$15.00		$ 15.00
	Testing of Soil						$300.00		$ 300.00
Layout & Staking	Principal Surv.	6.00	$53.48	$320.88	$505.93	$0.00	$0.00	$119.88	$ 946.69
	Project. Surv.	13.00	$30.89	$401.57	$633.15	$0.00	$0.00	$150.03	$1,184.75
	Design Surv.	30.00	$27.34	$820.20	$1,293.20	$0.00	$0.00	$306.44	$2,419.84
	Technician V	0.00	$31.08	$0.00	$0.00	$0.00	$0.00	$0.00	
	Technician II	30.00	$16.90	$507.00	$799.38	$0.00	$0.00	$189.42	$1,495.80
	Mileage						$6.00		$ 6.00
	Photocopies						$30.00		$ 30.00
	Stakes						$104.16		$ 104.16
Totals		201.00		$6,105.71	$9,626.83		$ 487.66	$2,281.19	$18,501.39

BLR 05611 (Rev. 01/10/12)

Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name	Rhutasel and Associates, Inc
Address	4 Industrial Drive Freeburg
Telephone	618-539-3178
TIN Number	37-0955007

Project Information

Local Agency	Village of Freeburg
Section Number	12-00024-00-SW
Project Number	SRTS-4009(150)
Job Number	C-98-343-12

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
N/A	N/A	$0.00
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: Rhutasel and Associates, Inc.

PTB NUMBER: ____________________

TODAY'S DATE: ____________________

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		70	$0.55	$38.50
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00	$0.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		300	$0.15	$45.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)		2	$150.00	$300.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Construction Stakes	Actual cost		84	$1.24	$104.16
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

PRINTED 4/7/2014

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

Current Payroll Rates

4/4/2014

Classification	Rate
Principal Engineer	$53.48
Principal Surveyor	$53.48
Structural Engineer	$49.72
Senior Project Engineer	$43.04
Project Engineer	$32.73
Resident Engineer	$32.73
Project Surveyor	$30.89
Design/Construction Engineer	$28.49
Design Surveyor	$27.34
Resident Technician	$31.08
Engineering Technician V	$31.08
Engineering Technician IV	$27.89
Engineering Technician III	$24.75
Engineering Technician II	$16.90
Engineering Technician I	$13.10