

1. June 5 Agenda

Documents: [JUNE 5 AGENDA.PDF](#)

2. June 5 Board Packet

Documents: [JUNE 5 BOARD PACKET.PDF](#)

Rantoul Village Board of Trustees
Regular Study Session
June 5, 2012

Order of Business

Board Packet Page(s)

1. **Call to Order – Mayor Williams**
Roll Call
2. **Public Participation**
Citizens wishing to address the Village Board with respect to any pending item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Public comments will be limited to three minutes for each speaker.
3. **Items from the Mayor**
 - A) Amendment to Chapter 4 – video gaming
4. **Items from Trustees**
5. **Items from the Clerk**
 - A) Presentation of any Addendum Items for the Agenda
6. **Items from the Administrator**
7. **Monthly Department Reports**
8. **Items for the Consent Agenda**
 - A) Approval of Minutes, Regular Study Session, May 1, 2012
 - B) Approval of Minutes, Regular Board Meeting, May 8, 2012
 - C) Approval of Bills and Monthly Financial Reports
9. **Items from Public Works**
 - A) Purchase two substation circuit breakers for Industrial Substation 1-8
 - B) Preliminary & Design Engineering Agreement for Rt. 45 and Flessner 9-36
Intersection with Baxter & Woodman, Inc.
 - C) Local Agency Agreement between the Village of Rantoul & IDOT 37-42
for Flessner Avenue Intersection
10. **Items from Inspection**
 - A) Purchase property at 1029 Eastview Drive 43-44
 - B) Recommendation from Plan Commission to approve a 2-Lot 45
Subdivision Final Plat Attachment A
11. **Items from Recreation Dept.**
 - A) Purchase of Toro Groundmaster 4100-D rotary mower and 46-50
Toro Groundmaster 3180-D front deck mower
 - B) Purchase of rubber flooring for Athletic Building 51

12. Items from Counsel

13. Adjournment

Statement Regarding Compliance with the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Purchase two substation circuit breakers for the Industrial Substation	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$32,516.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 16, 2012
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the purchase, replacement, and installation of two (2) new vacuum circuit breakers for the Industrial Substation located west of Jeld Wen. This work provides a larger (amperage) circuit breaker to serve Combe Labs, Charles Industries, and Rantoul Foods (alternate feed). When the electric load of Rantoul Foods is added to the normal circuit loading, high-amperage alarms are being triggered on the existing 225 amp circuit breaker (#404). To ensure reliable service to the various industrial customers, breaker #404 is being upsized.</p> <p>The second breaker will replace and upsize the main substation break #400 (600amp to 1200amp), allowing additional loading of the substation transformer. The existing breaker #400 will be reused in the vacant breaker #401 position, which will become a dedicated circuit for customers along north Evans Road.</p> <p>This project was advertised locally on May 9th and also forwarded to various electric vendors. Bids were received on May 15th at 2:00p.m. and the resulting Bid Tabulation is included for your reference. HD Supply was the lone bidder at \$32,516.00. Siemens equipment with an AAB relay (senses any fault current and causes the breaker to open / close) was specified to match previously purchased equipment. The Village has found this combination to be low cost, reliable and receives excellent service support.</p> <p>This equipment purchase & installation was included in the 2012-2013 Budget (\$75,000.00)</p>	
<p>RECOMMENDED ACTION: Authorize the purchase of two (2) 1200amp 15kv SDV7-SE Siemens vacuum circuit breakers with ABB DPU-2000R relays from HD Supply in the amount of \$32,516.00.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>
AGENDA PAGE NUMBER:	

INVITATION FOR BID

Bid #VRNTL-12-B-08, for

“Purchase of two (2) 15kv outdoor vacuum circuit breakers”

THE VILLAGE OF RANTOUL, ILLINOIS, will receive sealed bids for the purchase of two (2) 1200amp 15kv SDV7-SE Siemens vacuum circuit breakers with ABB DPU-2000R relays.

Bids will be received until closing time of **2:00 P.M.** prevailing time on **May 15, 2012** at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois. Any Bid received after the closing time will not be considered and will be returned unopened. Bids submitted by mail should be identified on the outside of the envelope as a bid for **“Purchase of two (2) 1200amp 15kv SDV7-SE Siemens vacuum circuit breakers with ABB DPU-2000R relays, Bid #VRNTL-12-B-08”** and should be addressed to:

Scot Brandon, Comptroller
Village of Rantoul
P.O. Box 38
333 S. Tanner St.
Rantoul, Illinois 61866

Any questions regarding the equipment, please contact:

G. Gregory Hazel, P.E.
200 W Grove Ave
Rantoul, IL 61866
(217) 892-6526
g.hazel@myrantoul.com

The Invitation for Bid (IFB) is available at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois, or by downloading the information from the Village of Rantoul’s web site at <http://www.myrantoul.com/government/purchasing/index.html>

The contract to be entered into shall be conditioned as provided by law.

The Village of Rantoul, Illinois, reserves the right to reject any or all bids and to waive any informalities. No Bid shall be withdrawn after the opening of bids without consent of the Village of Rantoul, Illinois, for a period of sixty (60) days.

VILLAGE OF RANTOUL

Dated: April 19, 2012

By:

Scot Brandon
Comptroller

BID TABULATION

PROJECT: Purchase 2-15kv outdoor vacuum circuit breakers – Bid #VRNTL-12-B-08

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works – May 15, 2012 2:00pm

Bidder	2-15kv SDV7-SE Siemens Breakers		
HD Supply Mattoon, Illinois	\$32,516.00		

Two (2) 15kv SDV7-SE Siemens Vacuum Circuit Breaker with ABB DPU-2000R Relays

Bid #VRNTL-12-B-08

Bid:

Furnish and deliver two (2) new 1200amp 15kv SDV7-SE Siemens vacuum circuit breakers with ABB DPU-2000R relays, in the lump sum amount of,

Thirty-two Thousand five hundred sixteen Dollars and -NO- Cents.
(in writing)

\$ 32,516.00
(in figures)

Respectfully submitted:

Vendor Information:

VENDOR/ COMPANY NAME: HD Supply Utilities

ADDRESS: 1100 Old State Rd., PO Box 729 Mattoon, IL 61938

(Indicate whether a Corporation, Partnership or Private Enterprise:)

FEIN NUMBER 26-0100651

NAME OF REPRESENTATIVE (Please Print): Susie Titus

TITLE OF REPRESENTATIVE: Inside Sales Associate

SIGNATURE OF REPRESENTATIVE: Susie Titus

CONTACT PHONE # 800-637-7121 X 80940

EMAIL ADDRESS: susie.titus@hdsupply.com

FAX # 217-235-0024

(SEAL - if BID is by a corporation)

Attest _____

Title _____

DESCRIPTION AND BILLS OF MATERIAL

Siemens Industry, Inc.(Company) agrees to sell to purchaser and purchaser agrees to purchase from company the goods described below.

ITEM 1:

Qty-1: SDV7-SE (Spring Operator)-15.5kV-20kA-1200 amp, 14.4kV nominal voltage rated 20kA maximum symmetrical interrupting capability, stored-energy operated, frame-mounted, outdoor vacuum circuit breaker built in accordance with Siemens standard construction specifications except as modified in the following proposal. Detailed construction features are further described in the SDV7 Instruction Manual E50001-F710-K377-X-4A00. Siemens standard construction meets all applicable ANSI, NEMA, and IEEE standards. [110kV-BIL]

SDV7 Outdoor Vacuum Circuit Breaker will consist of the following:

- 03 – 1200:5 (C200 Accuracy) Multi-Ratio Bushing Current Transformers
- 06 – Porcelain Bushings
- 04 – Galvanized Adjustable Legs
- 01 – Lot of Heaters w/Thermostat
- 01 – 3AH Manual Charging Handle
- 01 – Operation Counter
- 01 – Internal Ground Bar
- 01 – Auxiliary Switch w/Blocks
- 01 – External Pull-to-Trip Switch
- 01 – Lot of Opposite End Destination Wire Markers

* Please indicate ratings at time of purchase. *

Motor:

Heater:

Close:

Trip:

Price: \$ 12,155.00 each.

OPTIONAL ADDER RELAY

Qty-1: ABB DPU-2000R Relay (587R0412-61110)

Price: \$ 4,103.00

This proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal"), is provided "as-is" for your evaluation of Siemens Industry, Inc. ("Siemens") as the provider of work discussed therein and contains information that is confidential to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a confidential relationship between you and Siemens. We require that this proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be reproduced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens.

The above terms supersede any click-wrap or other terms not expressly set forth in a signed agreement between the parties covering the Proposal. All such click-wrap or other terms are expressly rejected by Siemens.

COMMENTS – CLARIFICATIONS – EXCEPTIONS

TECHNICAL

Siemens has been manufacturing medium voltage vacuum breakers for over 30 years and currently has over 350,000 vacuum circuit breakers in service throughout the world. Siemens designs, develops, and tests circuit breaker operators and interrupters at its circuit breaker Center of Competence in Berlin, Germany. Design (type) short-circuit tests are performed at independent power test laboratories. Design control of the operating mechanism is maintained from Berlin to assure that circuit breakers assembled at any of the regional manufacturing centers will meet the performance requirements of the design. SDV outdoor vacuum breakers are manufactured at the Siemens breaker facility in Queretaro, Mexico.

The SDV Outdoor Vacuum Circuit Breaker utilizes the 3AH3 stored-energy operating mechanism. The 3AH3 operator is a true stored-energy operating mechanism. Closing springs are charged electrically immediately following a closing operation, and the opening spring is charged by the rotation of the circuit breaker main shaft during the closing operation. The 3AH3 is the latest member of the 3A operator family, of which over 350,000 units are in service worldwide in vacuum circuit breakers. Over 60,000 3AH3 operators are in service.

Det Norske Veritas hereby certifies that the Siemens Industry, Inc. breaker facility located in Queretaro, Mexico has established and applies a quality management system for the design, development, manufacture and sales of medium voltage breakers. An audit was performed and documented in Certificate No. 60275-2009-AQ-MCI-ANAB. Proof has been furnished that the requirements according to ISO 9001:2008 are fulfilled.

Standard Capacitance Switching Ratings:

	Overhead Line	Isolated Bank	Back-to-Back
15.5kV:	100A	400A	400A
27.6kV:	100A	400A	400A
38kV:	100A	250A	250A

Note: Maximum inrush current must be limited to 10kA.

Breakers will have 7 “a” and 6 “b” auxiliary contacts for customer use.

Two stainless steel ground pads will be provided at diagonally opposite bottom corners of the cabinet.

Control Wire = #14 AWG / Current Transformer Wire = #12 AWG / Mechanism Wire = #16 AWG.

Siemens paint system used for outdoor equipment provides a durable finish, which is highly resistant to fading. It is applied in a modern paint facility, to achieve a consistent gloss and uniform coverage, with excellent edge coverage.

The procedure is as follows:

- Stage 1: Alkaline Cleaner
- Stage 2: Fresh Water Rinse
- Stage 3: Iron Phosphate Treatment
- Stage 4: Zinc Phosphate Treatment
- Stage 5: Fresh Water Rinse
- Stage 6: Non-Chromate Sealer

The finish coat is a thermosetting polyester powder paint coating applied with electrostatic equipment at a nominal 2 mils dry film thickness, and cured at 425 degrees F for 20 minutes. Finish color is ANSI-61 Light Gray.

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TECHNICAL

Siemens standard construction meets all applicable ANSI, NEMA, and IEEE standards.

All SDV breakers have passed the ANSI Rain Test per C37.20.2-1999, paragraph 6.2.10.

DRAWINGS AND MANUALS

Siemens Standard Drawing Package created in AutoCAD-2004 will be provided.

Siemens Standard Instruction Manuals will be provided with each breaker. Operation and Maintenance manuals will not be submitted for approval.

COMMERCIAL

Siemens Standard Warranty will apply. See (Item-7) Page-7 of this proposal.

Siemens Terms and Conditions will apply. See Pages-6 Thru 12 of this proposal.

Title of the breakers shall pass to the owner when the delivery truck arrives at the first destination point. Unloading is not included in the breaker price.

Siemens will not accept any type of liquidated damage clause in the contract.

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SCHEDULE

The following shipments apply to SDV breakers, and actual lead times are dependent on available production capacity at time of order entry and receipt of approved drawings.

- DRAWING LEAD-TIME: Approval drawings will mail **3-Weeks** after receipt of order and complete technical information at Siemens' factory.
- REVIEW AND RETURN: Customer review and return of approval drawings will be **2-Weeks** after receipt of approved drawings from Siemens factory.
- SHIPPING LEAD-TIME: Equipment will ship from Laredo, Texas **16-Weeks** after receipt of approved drawings at Siemens' factory.
- DELIVERY TERMS: FOB Destination Rantoul, Illinois. Breaker price does not include unloading, installation, or service and they are the responsibility of the end user.

CONDITIONS OF SALE

- PRICE POLICY: Prices are firm for quoted shipment. Credit is subject to approval.
- PAYMENT TERMS: Net cash 30 days from date of each invoice.
- OTHER TERMS: No taxes are included in the quoted price. These commodities are sold for domestic consumption. Any export of these commodities must be made in compliance with applicable U.S. laws. The proposed breakers will be domestic packed only.
- CANCELLATION: In the event that Buyer cancels the order in writing, the following charges, as a percentage of the total Purchase Order Price will apply:

1 – 21 days after receipt of order, or before approval drawings are completed	15%
22 – 56 days after receipt of order, or after approval drawing completion, but before release to manufacturing	30%
57 - 84 days after receipt of order, or before start of fabrication, but after major component purchase	60%
85 -112 days after receipt of order, or after start of fabrication, but before start of assembly	80%
Over 113 days after receipt of order, or after assembly has started	100%

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
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ITEM: Preliminary & Design Engineering Agreement with Baxter & Woodman, Inc.	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$79,697.00 - Phase 1 Preliminary Engineering <u>\$56,198.00</u> - Phase 2 Design Engineering \$135,895.00 - Total \$108,716.00 - Federal STP Funds (80%) \$27,179.00 – Village TIF Funds (20%)
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 17, 2012

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the preliminary (Phase 1) and design (Phase 2) engineering agreement with Baxter & Woodman, Inc. to design the new intersection at Route #45 and Flessner Avenue.

In February 2012, the Village advertised for engineering Request For Qualifications (RFQ)'s and received ten (10) quality submittals on March 13th. A thorough review and analysis was conducted and the firms were scored & ranked based on their ability to represent their firm's experience on similar projects, breadth of expertise, understanding this project's scope of work, ability to complete the design, overall proposal's content, and project fees. The firm best meeting these criteria was Baxter & Woodman, Inc., Mokena, Illinois.

This project provides for the development of an intersection at Route #45 and Flessner; the improvement of Flessner Avenue to Enterprise Drive; and the removal of pavement (portions of Doolittle). This work was identified for design in the Village's 2012-2013 Budget, with construction anticipated in 2013-2014. As Flessner Avenue is classified as a Federal Aid Route, Federal Surface Transportation Program (STP) funding can be utilized for its design and construction, thus allowing local Motor Fuel Tax (MTF) funds to be utilized elsewhere. The project is an 80/20 cost share and the Village's contribution will be from TIF funds. IDOT has identified this project for construction in their Fiscal Year (FY) 2013.

RECOMMENDED ACTION: Authorize the approval of an Engineering agreement with Baxter & Woodman, Inc. in the amount of \$135,895.00 for the necessary preliminary & design engineering services for the new Route #45 & Flessner intersection.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
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AGENDA PAGE NUMBER:

**Village of Rantoul
333 S. Tanner
Rantoul, Il 61866**

02/06/2012

**REQUEST FOR PROPOSAL (RFP)
VRNTL-12-R-05
Flessner Ave Intersection Engineering Services**

ATTENTION RESPONDENTS:

Your firm is hereby invited to submit to the Village of Rantoul (hereinafter "Village") a proposal for **Flessner Avenue Intersection Engineering Services**. A successful respondent (or respondent team) will be selected by the Village based on a multi-step process, as described below.

THE VILLAGE OF RANTOUL, ILLINOIS, will accept sealed Statements of Qualifications from qualified Firms to provide Phase I/II and III engineering services for the intersection improvement located at the intersection of Flessner Avenue and US Route 45. The project is located within the Village of Rantoul.

Submittals will be received until closing time of **3:00 P.M.** prevailing time on **March 13, 2012** at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois. Submittals received after the closing time will not be accepted and will be returned unopened.

The Village of Rantoul will make the final selection of the firm or team of firms to perform the proposed services after March 13, 2012, and intends to award a contract by mid April, 2012. The Village reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is in the best interest of the Village.

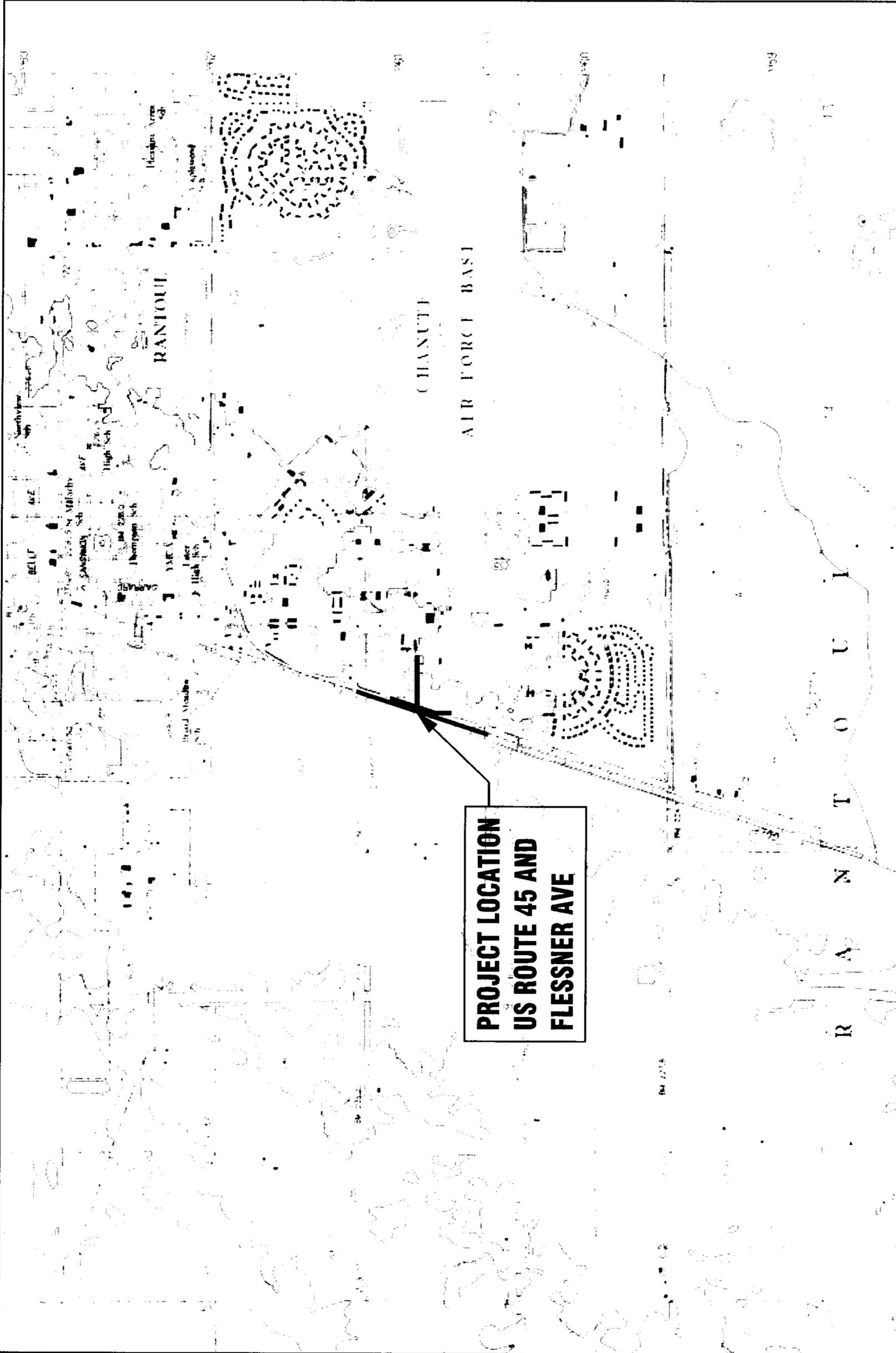
Additional information concerning this RFP can be found at:

<http://www.myrantoul.com/government/purchasing/index.html>

All questions about the process and procedure may be directed to Scot Brandon by e-mail at sbrandon@myrantoul.com by phone at (217) 892-6828. All questions related to the substance of the RFP shall be submitted to Peter Passarelli (ppassar@myrantoul.com) in writing (either by e-mail or U.S. Mail). All such substantive questions shall be answered by email to all recipients of the RFP.

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 STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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**PROJECT LOCATION
 US ROUTE 45 AND
 FLESSNER AVE**

BAXTER Burlington, Wisconsin Chicago, Illinois Crystal Lake, Illinois DeKalb, Illinois Grayslake, Illinois Itasca, Illinois Madison, Wisconsin Mokena, Illinois Plainfield, Illinois	262.763.7834 312.578.0050 815.459.1260 815.787.3111 847.223.5088 630.778.1870 608.347.1542 708.478.2090 815.609.7425	VILLAGE OF RANTOUL, ILLINOIS U.S. ROUTE 45 AT FLESSNER AVENUE INTERSECTION IMPROVEMENTS USGS LOCATION MAP		DESIGNED BY CAC	SCALE 1" = 2000'
	WOODMAN Consulting Engineers	DRAWN BY BCD	PROJECT NO. 120185	CHECKED BY TAO	SHEET NO. EXHIBIT A
		DATE 05-10-12			

Local Agency Village of Rantoul	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc.
County Champaign			Address 8840 West 192 nd Street
Section 09-00101-00-EG			City Mokena
Project No. M-5059(104)			State IL
Job No. P-95-329-12			Zip Code 60448
Contact Name/Phone/E-mail Address Peter Passarelli 217-892-2178 PPassar@village.rantoul.il.us			Contact Name/Phone/E-mail Address Tara Orbon, PE 708-478-2090 torbon@baxterwoodman.com

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

Project Description

Name US Route 45 (Liberty Avenue) Route FAP 800 Length 0.3 mi Structure No. N/A

Termini At Flessner Avenue (FAU 7101) Intersection

Description: Preliminary Engineering (Phase I and Phase II) for designing a new intersection between US 45 and Flessner Avenue. See Exhibits A and C. ENGINEER's Project No. 120185.40.

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

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

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

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

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

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

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

		EXHIBIT A		PHASE I PRELIMINARY ENGINEERING		US 45 AT FLESSNER AVENUE INTERSECTION IMPROVEMENTS			
ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
ROUTE: FLESSNER AVENUE LOCAL AGENCY: VILLAGE OF RANTOUL (Municipality/Township/County)									
SECTION: 09-00101-00-EG PROJECT: M-5059(104) JOB NO.: P-95-329-12									
METHOD OF COMPENSATION: COST PLUS FIXED FEE 1 COST PLUS FIXED FEE 2 COST PLUS FIXED FEE 3 SPECIFIC RATE LUMP SUM									
* FIRM'S APPROVED RATES ON FILE WITH IDOT'S BUREAU OF ACCOUNTING AND AUDITING: OVERHEAD RATE (OH) 152% COMPLEXITY FACTOR (R) 0 CALENDAR DAYS									
14.5% [(DL + R (DL) + OH (DL) + IHDC) 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC) 14.5% [(2.3 + R) DL + IHDC]									
X									
COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS									
MANAGE PROJECT									
MANAGE PROJECT	PRINCIPAL	2	\$69.52	\$139.00	\$211.00		\$222.00	\$83.00	\$655.00
	SENIOR ENGINEER II	24	\$45.38	\$1,089.00	\$1,655.00			\$398.00	\$3,142.00
	CLERICAL	2	\$24.34	\$49.00	\$74.00			\$18.00	\$141.00
AGENCY COORDINATION									
AGENCY COORDINATION	SENIOR ENGINEER III	16	\$50.80	\$813.00	\$1,236.00			\$325.00	\$2,570.00
	ENGINEER III	6	\$37.50	\$225.00	\$342.00		\$196.00	\$82.00	\$849.00
DRAFT REPORT									
DATA COLLECTION	SENIOR ENGINEER II	2	\$45.38	\$91.00	\$138.00			\$33.00	\$262.00
	ENGINEER III	6	\$37.50	\$225.00	\$342.00			\$82.00	\$649.00
ACCIDENT ANALYSIS	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
TOPOGRAPHIC SURVEY	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
	CADD OPER IV	20	\$40.30	\$806.00	\$1,225.00			\$295.00	\$2,326.00
	SURVEY TECH II	65	\$30.02	\$1,951.00	\$2,966.00		\$600.00	\$800.00	\$6,317.00
TRAFFIC COUNT	SURVEY TECH II	20	\$30.02	\$600.00	\$912.00			\$219.00	\$1,731.00
INTERSECTION DESIGN STUDY	SENIOR ENGINEER III	30	\$50.80	\$1,524.00	\$2,316.00			\$557.00	\$4,397.00
	ENGINEER III	100	\$37.50	\$3,750.00	\$5,700.00			\$1,370.00	\$10,820.00
	CADD OPER IV	24	\$40.30	\$967.00	\$1,470.00			\$353.00	\$2,790.00
PRELIMINARY GEOMETRIC PLANS	SENIOR ENGINEER II	24	\$45.38	\$1,089.00	\$1,655.00			\$398.00	\$3,142.00
	CADD OPER IV	18	\$40.30	\$725.00	\$1,102.00			\$265.00	\$2,092.00
DRAINAGE DESIGN	SENIOR ENGINEER II	80	\$45.38	\$3,630.00	\$5,518.00			\$1,326.00	\$10,474.00
	CADD OPER IV	20	\$40.30	\$806.00	\$1,225.00			\$295.00	\$2,326.00
	CLERICAL	2	\$24.34	\$49.00	\$74.00			\$18.00	\$141.00

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
ENVIRONMENTAL ANALYSIS									
	ENGINEER III	12	\$37.50	\$450.00	\$684.00			\$164.00	\$1,298.00
	SURVEY TECH III	16	\$35.54	\$569.00	\$865.00			\$208.00	\$1,642.00
TRAFFIC MAINTENANCE ANALYSIS									
	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
	CADD OPER IV	4	\$40.30	\$161.00	\$245.00			\$59.00	\$465.00
CROSS SECTION DESIGN									
	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
	ENGINEER III	40	\$37.50	\$1,500.00	\$2,280.00			\$548.00	\$4,328.00
ESTIMATE OF COST									
	SENIOR ENGINEER II	2	\$45.38	\$91.00	\$138.00			\$33.00	\$262.00
	ENGINEER III	8	\$37.50	\$300.00	\$456.00			\$110.00	\$866.00
QC / QA									
	SENIOR ENGINEER IV	4	\$56.99	\$228.00	\$347.00			\$83.00	\$658.00
DRAFT REPORT									
	SENIOR ENGINEER II	30	\$45.38	\$1,361.00	\$2,069.00		\$65.00	\$607.00	\$4,002.00
	CADD OPER IV	15	\$40.30	\$605.00	\$920.00			\$221.00	\$1,746.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
PUBLIC INVOLVEMENT									
	PRINCIPAL	2	\$69.52	\$139.00	\$211.00		\$111.00	\$67.00	\$528.00
	SENIOR ENGINEER II	15	\$45.38	\$681.00	\$1,035.00			\$249.00	\$1,965.00
	ENGINEER II	10	\$32.62	\$326.00	\$496.00			\$119.00	\$941.00
	CADD OPER IV	10	\$40.30	\$403.00	\$613.00			\$147.00	\$1,163.00
FINAL REPORT									
	SENIOR ENGINEER II	10	\$45.38	\$454.00	\$690.00		\$65.00	\$175.00	\$1,384.00
	CADD OPER IV	10	\$40.30	\$403.00	\$613.00			\$147.00	\$1,163.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
TOTAL PHASE I		673		\$ 27,121	\$ 41,225	\$ -	\$ 1,259	\$ 10,092	\$ 79,697
IN-HOUSE DIRECT COSTS:									
VEHICLE EXPENSES TRAVEL									
HOTEL EXPENSES TRAVEL	1,354 MILES @ \$0.555 / MILE				\$751				
POSTAGE	3 NIGHTS @ \$70/NIGHT				\$210				
PER DIEM EXPENSES TRAVEL	3 DAYS @ \$28/DAY/PERSON				\$130				
SERVICES BY OTHERS:									
NONE									

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
QC/QA									
	SENIOR ENGINEER IV	8	\$56.99	\$456.00	\$693.00			\$167.00	\$1,316.00
	ENGINEER III	8	\$37.50	\$300.00	\$456.00			\$110.00	\$866.00
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
	SENIOR ENGINEER II	18	\$45.38	\$817.00	\$1,242.00		\$30.00	\$303.00	\$2,392.00
	ENGINEER III	24	\$37.50	\$900.00	\$1,368.00			\$329.00	\$2,597.00
	CADD OPER IV	20	\$40.30	\$806.00	\$1,225.00			\$295.00	\$2,326.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
TOTAL PHASE II		427		\$ 17,156	\$ 26,075	\$ 6,500	\$ 171	\$ 6,296	\$ 56,198
IN-HOUSE DIRECT COSTS:									
VEHICLE EXPENSES TRAVEL	200 MILES @ \$0.555 / MILE			\$111					
POSTAGE				\$60					
SERVICES BY OTHERS:									
GEOTECHNICAL REPORT									

VILLAGE OF RANTOUL, ILLINOIS
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EXHIBIT C

The following scope of services does not include any work requiring permits from the US Army Corps of Engineers, Illinois Environmental Protection Agency, US Fish and Wildlife, or Illinois Department of Natural Resources; wetland delineation and mitigation; preparation or evaluation of a Preliminary Environmental Site Assessment (PESA) or Preliminary Site Investigation (PSI); any right-of-way/easement acquisition including plats, legals, title commitments, appraisals, and negotiations; and permanent or temporary traffic signal design.

SCOPE OF SERVICES

MANAGE PROJECT – Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with Local Agency (LA) staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Attend one kick-off meeting with the LA to review the PROJECT and establish PROJECT criteria and establish clear lines of communication, and one progress meeting to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the STATE.

AGENCY COORDINATION - Meet and coordinate the proposed improvements with the STATE. Attend one FHWA Coordination meeting with IDOT and Village Staff. Notify the necessary officials of adjacent schools of the construction as well as the Post Office and Police and Fire Departments. Notify and coordinate the proposed improvements with utility companies.

PHASE I

DRAFT REPORT

- **DATA COLLECTION** – Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility atlas pages, to assist with the preparation of design drawings.
- **ACCIDENT ANALYSIS** - Review accident records and provide accident countermeasures, where necessary.
- **TOPOGRAPHIC SURVEY** - Perform topographic surveys of natural and manmade features within the roadway right-of-way in order to develop base sheets for PROJECT plan and profile drawings and cross sections. The limits of the topographic survey include approximately 2,500 ft on US 45, 1,000 ft on Doolittle Blvd, and 1,300 ft on Flessner Avenue.

VILLAGE OF RANTOUL, ILLINOIS
US 45 AT FLESSNER AVENUE INTERSECTION
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EXHIBIT C

- **TRAFFIC COUNTS** - Collect AM and PM peak hour traffic counts with turning movement counts at the intersections of US 45 & Wheat Avenue and Century Blvd & Flessner Avenue. Coordinate with IDOT for concurrence with traffic projections.
- **INTERSECTION DESIGN STUDY** – Prepare one Intersection Design Study at the intersection of US Route 45 and Flessner Avenue including: traffic projections, two-way stop analysis per the MUTCD Manual, and Autoturn analyses of the intersection geometry.
- **PRELIMINARY GEOMETRIC PLANS** - Prepare the geometric plan and profile design for the proposed improvements.
- **DRAINAGE DESIGN** - Analyze the existing drainage system, including an analyzing the existing drainage outlets, evaluating the need for storm water detention, compensatory storage, and the design of proposed drainage improvements.
- **ENVIRONMENTAL ANALYSIS** – Prepare Preliminary Environmental Site Assessment (PESA) Response Form and exhibits for areas with recognized environmental conditions (REC's) in the project corridor that may adversely affect the roadway improvements. Submit documents to the STATE for completion of the PESA and Preliminary Site Assessment (PSI).
- **TRAFFIC MAINTENANCE ANALYSIS** - Confer with LA staff, emergency services, and public transportation agencies to consider local impacts and concerns. Identify the preferred traffic control method(s) and construction staging method(s). Design a traffic maintenance plan and a construction staging plan for the proposed improvements.
- **CROSS SECTION DESIGN** - Design cross sections at 100-foot intervals, all cross streets, culverts, and at all driveways. Compute earthwork calculations.
- **ESTIMATE OF COST** - Prepare summary of quantities, schedules of materials and an engineer's estimate of cost.
- **QC/ QA** – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the PROJECT.
- **DRAFT REPORT** - Prepare a Draft Local Project Development Report for a Group II Categorical Exclusion and submit the report to the STATE and the Federal Highway Administration for review and comment.

VILLAGE OF RANTOUL, ILLINOIS
US 45 AT FLESSNER AVENUE INTERSECTION
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EXHIBIT C

FINAL REPORT

- PUBLIC INVOLVEMENT - Prepare advertisement, exhibits, handouts, and attend one Public Information Meeting. Prepare meeting minutes to document public comments.
- FINAL REPORT – Revise the draft Project Development Report for Group II Categorical Exclusion in accordance with review comments from the STATE and the Federal Highway Administration and submit the revised report for approval.

VILLAGE OF RANTOUL, ILLINOIS
US 45 AT FLESSNER AVENUE INTERSECTION
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EXHIBIT C

PHASE II

PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST

- **PRELIMINARY GEOMETRIC PLANS** - Prepare the geometric plan and profile design for the proposed improvements.
- **DRAINAGE AND UTILITY PLANS** - Prepare the drainage design for the proposed improvements and incorporate into the Drainage and Utility plan sheets.
- **EROSION CONTROL PLANS** - Design an erosion control plan for the PROJECT improvement. Coordinate the proposed improvements with the Soil and Water Conservation Agency if necessary and obtain a permit for the PROJECT.
- **PAVEMENT MARKING, SIGNAGE AND LANDSCAPING PLANS** - Develop a proposed pavement marking, signage and landscaping plan for the improvements.
- **MAINTENANCE OF TRAFFIC PLAN** – Prepare construction staging notes, typical sections, and a detour plan to maintain local traffic flow through the PROJECT construction zone.
- **STREET LIGHTING PLANS** – Prepare photometric calculations, general lighting layout, lighting plans, and electrical details.
- **PROJECT DETAILS AND STANDARDS** – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and STATE Standard Detail sheets. Prepare alignment and ties sheet.
- **CROSS SECTION DESIGN** - Design cross sections at 100-foot intervals and at all driveways. Compute earthwork calculations.
- **ESTIMATE OF COST** - Prepare summary of quantities, schedules of materials and an engineer's estimate of cost.
- **SPECIAL PROVISIONS** - Prepare special provisions in accordance with STATE guidelines.
- **QC/ QA** – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the PROJECT.

VILLAGE OF RANTOUL, ILLINOIS
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SECTION 09-00101-00-EG
EXHIBIT C

FINAL CONTRACT PLANS, SPECIFICATIONS & ESTIMATE OF COST

- **FINAL CONTRACT PLANS, SPECIFICATIONS & ESTIMATE OF COST-**
Prepare contract documents consisting of Plans, Special Provisions, and Engineer's Estimate of Probable Construction Cost and submit these documents to the STATE for the LA to receive construction bids. Make any necessary changes to the documents as required by the STATE in order to secure approval.

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**VILLAGE OF RANTOUL, ILLINOIS
US 45 AT FLESSNER AVENUE INTERSECTION
SECTION 09-00101-00-EG**

EXHIBIT D

PROJECT SCHEDULE

	TASK ITEM	DELIVERY DATE
Manage Project & Agency Coordination (Tasks are continuous throughout the project schedule)	Phase 1/2 Design Contract Awarded	July, 2012
	Topographic Survey, Traffic Counts, Data Collection	July, 2012
	IDOT Kick-off Meeting	early August, 2012
	Intersection Design Study, Preliminary Geometric Plans	September 12, 2012
	Complete Drainage Evaluation	September 12, 2012
	Complete PESA Reponse Form and Exhibits	October 1, 2012
	Public Involvement	November, 2012
	Submit Draft Project Development Report	November 11, 2012
	Pavement Design	November 26, 2012
	FHWA Coordination Meeting	December, 2012
	Submit Final Project Development Report	December 31, 2012
	Design Approval	January, 2013
	Finalize Cross Sections. Prepare Detail Sheets, P&P, D&U, Erosion Control, MOT, and Lighting Plans	January, 2013
	Submit Preliminary Plans, Specifications, and Estimates	February 8, 2013
	Joint Agreement and Construction Services Agreements	April 19, 2013
	IDOT Bid Letting	June 14, 2013
	Contract Awarded	July, 2013
	Preconstruction Meeting	August, 2013
	Construct Improvements	August 2013 thru June 2014

Contract Item
Phase I
Phase II
Phase III

VILLAGE OF RANTOUL, ILLINOIS
 US 45 AT FLESSNER AVENUE INTERSECTION
 SECTION 09-00101-00-EG

EXHIBIT E

BAXTER & WOODMAN, INC.

OVERHEAD* RATE AS
 PERCENTAGE RATE OF EMPLOYEE COMPENSATION

	Total Percent
Salaries with Retirement Plan	118.00%
Repairs	2.00%
Rents	7.00%
Taxes	1.00%
Depreciation	4.00%
Dues & Subscriptions	1.00%
Utilities (Electric, etc.)	1.00%
Insurance	4.00%
Professional Services	1.00%
Office Supplies & Services	2.00%
Computer Service	3.00%
Recruitment & Training	1.00%
Telephone	2.00%
Reproduction	1.00%
Postage	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	1.00%
IDOT Approved Rate	152.00%

*Payroll Burden and Indirect Cost

VILLAGE OF RANTOUL, ILLINOIS
 US 45 AT FLESSNER AVENUE INTERSECTION
 SECTION 09-00101-00-EG

EXHIBIT F

BAXTER & WOODMAN, INC.
 2012 SCHEDULE OF HOURLY WAGE RATES
 AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES
 ILLINOIS DEPARTMENT OF TRANSPORTATION

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$66 to \$73
Sr. Engineer V	\$61 to \$62
Sr. Engineer IV	\$54 to \$60
Sr. Engineer III	\$48 to \$52
Sr. Engineer II	\$43 to \$48
Sr. Engineer I	\$40 to \$44
Engineer III	\$36 to \$41
Engineer II	\$31 to \$36
Engineer I	\$20 to \$22
Engineer Tech V	\$53 to \$53
Engineer Tech IV	\$44 to \$47
Engineer Tech III	\$36 to \$39
Engineer Tech II	\$34 to \$35
Engineer Tech I	\$23 to \$25
CAD / GIS / Survey IV	\$39 to \$44
CAD / GIS / Survey III	\$34 to \$38
CAD / GIS / Survey II	\$28 to \$33
CAD / GIS / Survey I	\$23 to \$24
Clerical	\$23 to \$28

General and employee overhead is 152% of employee compensation.
 Mileage Charges - As set by the U.S. Internal Revenue Service.
 Traffic Counters - \$50/day.
 Postage - At cost.

**BAXTER & WOODMAN, INC.
GEOCON PROFESSIONAL SERVICES
US ROUTE 45 AND FLESSNER AVENUE
SUBCONSULTANT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2012 by and between Baxter & Woodman, Inc., hereinafter referred to as the ENGINEER and Geocon Professional Services hereinafter referred to as the SUBCONSULTANT.

WITNESSETH:

WHEREAS, ENGINEER has entered into an Agreement (PRIME AGREEMENT) dated ___ day of _____, 2012 with the Village of Rantoul, hereinafter referred to as the OWNER, to provide engineering services required by the OWNER for the improvements at US Route 45 and Flessner Avenue, hereinafter referred to as the PROJECT, and

WHEREAS, ENGINEER desires to engage the SUBCONSULTANT to perform certain of the consulting services related to the PROJECT, and

WHEREAS, SUBCONSULTANT represents that it is fully qualified and willing to perform the services required hereunder;

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. Scope of Services

- A. SUBCONSULTANT agrees to perform, at the direction of the ENGINEER, the following services as described in the attached Proposal dated May 9, 2012.

II. Compensation

- A. ENGINEER agrees to compensate the SUBCONSULTANT for the Scope of Services listed above an amount not to exceed \$6,500, inclusive of labor and expenses.

III. Terms and Conditions

- A. ENGINEER and SUBCONSULTANT agree to be bound by the Standard Terms and Conditions attached hereto as Attachment A.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this AGREEMENT effective on the date first written above.

BAXTER & WOODMAN, INC.

NAME OF SUBCONSULTANT

By:

By:

Print

Print

Name: _____

Name: _____

Title:

Title:

Date:

Date:



May 9, 2012

Ms. Tara A. Orbon, PE
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, Illinois 60448

SUBJECT: Proposal for Geotechnical Engineering Services
New Intersection
US Route 45 and Flessner Avenue
Rantoul, Illinois
GEOCON Proposal No. 12-P235

Dear Ms. Orbon:

In accordance with your request, GEOCON Professional Services, LLC. (GEOCON) is pleased to submit this proposal to provide geotechnical engineering services for the above-referenced project. A brief description of our understanding of the project and scope of services to be provided is included in the following paragraphs.

PROJECT UNDERSTANDING

Based upon our recent conversations, it is understood that the proposed improvements are to reconstruct Flessner Avenue, provide a new 3-way intersection at US Route 45, and widening and resurfacing US Route 45 including new turn lanes.

It is understood that this is a federally funded project, therefore, the geotechnical report shall be performed in general accordance with the current IDOT standards.

SCOPE OF WORK

As requested, GEOCON will perform a total of 7 soil borings for the project, each extended to a depth of 10 feet below grade. Pavement cores will be obtained from existing pavements at the boring locations, and the base course thickness will be measured below each core. Dynamic Cone Penetrometer (DCP) testing will be performed at each boring location within the subgrade material present beneath the existing pavement and base course material, and will be extended to a maximum of 3 feet below the existing surface grade.

The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem augers to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5 foot intervals. At select locations and depth intervals, Thin Wall Tube (TWT) and bulk grab samples will be obtained from the borings. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion.

Laboratory visual classification and soil testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. Laboratory tests anticipated for this project include: RIMAC unconfined compressive strength, moisture content, full grain size analysis, Atterberg Limits determination, and unit weight on TWT samples. Two bulk grab samples will be subjected to

Standard Proctor and Illinois Bearing Ratio (IBR) testing. Unless otherwise directed, each IBR test will consist of three soaked points prepared at 90, 95 and 100 percent of the laboratory maximum dry density.

Rock coring is not included in the scope of work. If bedrock is encountered shallower than the anticipated termination depth, the boring will be terminated at that depth.

GEOTECHNICAL REPORT

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, and presented in a written report for the pavement improvement project. The pavement report will be prepared in accordance with IDOT guidelines for preparation of geotechnical reports, dated January, 1999.

FEE PROPOSAL

GEOCON proposes to perform the services on a unit charge basis in accordance with the rates provided on the Estimate Worksheet and pursuant to the General Conditions, both of which are enclosed herein. Based on the scope of work described herein, GEOCON will perform the work for a Not-to-Exceed amount of **\$6,500.00**, as shown on the attached Estimate Worksheet. Additional work beyond the planned scope will be charged at the applicable unit rates or will be quoted upon request. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs.

GEOCON will contact "J.U.L.I.E." to ascertain the location of utility conduits, however, the client shall be responsible for marking private subsurface piping and other buried appurtenant structures prior to the start of our drilling operations. GEOCON cannot be held responsible for damage to underground utilities and/or structures that are not located prior to drilling.

AUTHORIZATION

GEOCON will proceed with the work on the basis of written authorization received from the client, which may be in the form of a copy of the proposal signed and returned to GEOCON.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at (217) 403-9990. We are looking forward to working with you on this project.

Sincerely,

GEOCON PROFESSIONAL SERVICES, LLC



Gregary J. Renshaw, PE
Senior Geotechnical Engineer



ESTIMATE WORKSHEET

Client: Baxter & Woodman
Project: US Route 45 and Flessner Avenue
Location: Rantoul, Illinois

GEOCON Proposal No.: 12-P235
Date: May 9, 2012

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<u>GEOTECHNICAL</u>			
I. Field Exploration Services			
1. Mobilization of drilling equipment and personnel	1 Lump Sum	\$200.00	\$200.00
2. ATV-mounted drill rig	0 Day	\$400.00	\$0.00
3. Soil drilling with Split-spoon sampling at 2.5-ft. intervals from depths of 0 to 10 feet	70 Feet	\$15.00	\$1,050.00
4. Project Engineer for project coordination	3 Hours	\$90.00	\$270.00
5. Thin Wall Tube (TWT) Sampling	8 Each	\$30.00	\$240.00
6. Pavement core with base thickness and DCP testing	7 Each	\$50.00	\$350.00
7. IDOT Highway Permit	1 Lump Sum	\$250.00	\$250.00
8. Traffic control signage - no flaggers for 4-lane road	1 Day	\$200.00	<u>\$200.00</u>
Subtotal For Field Exploration Services:			\$2,560.00
II. Laboratory Soil Testing Services			
1. RIMAC unconfined compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests	1 Lump Sum	\$100.00	\$100.00
2. Extrude and classify TWT samples	8 Each	\$20.00	\$160.00
3. Unit weight	8 Each	\$10.00	\$80.00
4. Grain size Analysis including hydrometer	8 Each	\$90.00	\$720.00
5. Atterberg Limits Determination	8 Each	\$90.00	\$720.00
6. Standard Proctor	2 Each	\$100.00	\$200.00
7. IBR Test (3-point soaked)	2 Each	\$230.00	\$460.00
Subtotal for Laboratory Services:			\$2,440.00
III. Engineering Services for Report Preparation			
1. Project Engineer to prepare exhibits	6 Hours	\$90.00	\$540.00
2. Senior Project Engineer to prepare pavement report	8 Hours	\$120.00	<u>\$960.00</u>
Subtotal for Engineering Services:			\$1,500.00
TOTAL PROJECT COST ESTIMATE:			\$6,500.00

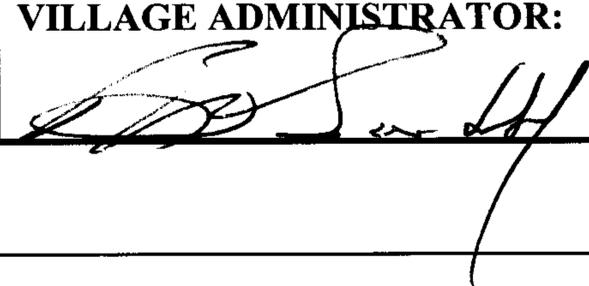
**BAXTER & WOODMAN, INC.
 GEOCON PROFESSIONAL SERVICES
 US ROUTE 45 AND FLESSNER AVENUE
 SUBCONSULTANT AGREEMENT
 ATTACHMENT A – STANDARD TERMS & CONDITIONS**

1. The attached Subconsultant Agreement and these Standard Terms & Conditions constitute and are herein referred to jointly as the Agreement.
2. Baxter & Woodman, Inc. is herein referred to as ENGINEER, and Geocon Professional Services is herein referred to as SUBCONSULTANT.
3. SUBCONSULTANT may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by ENGINEER within 30 days of receipt of payment from Village of Rantoul.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten calendar days written notice by certified mail of intent to terminate; and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, SUBCONSULTANT shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the ENGINEER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by SUBCONSULTANT.
5. SUBCONSULTANT agrees to hold harmless and indemnify the ENGINEER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that that such claims, losses, or damages are caused by SUBCONSULTANT'S negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the ENGINEER or other consultants, contractors or subcontractors working for the ENGINEER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of ENGINEER and the SUBCONSULTANT they shall be borne by each party in proportion to its negligence.
6. The SUBCONSULTANT acknowledges that ENGINEER is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The SUBCONSULTANT and ENGINEER agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, the SUBCONSULTANT shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from B&W's negligence in the performance of services under this Agreement. The ENGINEER shall be named as an additional insured on SUBCONSULTANT'S general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Liability:	Umbrella \$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
	\$1,000,000 combined		
Automobile Liability:	single limit		

9. SUBCONSULTANT is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
10. The ENGINEER may, at any time, by written order, make changes within the general scope of this AGREEMENT in the services to be performed by SUBCONSULTANT. If such changes cause an increase or decrease in SUBCONSULTANT'S fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by SUBCONSULTANT shall be furnished without the written authorization of the ENGINEER.
11. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
12. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ___ OF ___
ITEM: Local Agency Agreement between the Village of Rantoul & IDOT – Flessner Ave Intersection	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: <u>\$135,895.00</u> - Total Preliminary Engineering \$108,716.00 - Federal STP Funds (80%) \$27,179.00 – Village TIF Funds (20%)
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 17, 2012
SUMMARY HIGHLIGHTS: This Agenda Item provides for the Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for allocation of costs and funding for the preliminary engineering (Phase 1 & Phase 2) of the new intersection at Route #45 and Flessner Avenue. This project provides for the development of an intersection at Route #45 and Flessner; the improvement of Flessner Avenue to Enterprise Drive; and the removal of pavement (portions of Doolittle). This work was identified for design in the Village’s 2012-2013 Budget, with construction anticipated in 2013-2014. As Flessner Avenue is classified as a Federal Aid Route, Federal Surface Transportation Program (STP) funding can be utilized for its design and construction, thus allowing local Motor Fuel Tax (MTF) funds to be utilized elsewhere. The project is an 80/20 cost share and the Village’s contribution will be from TIF funds. IDOT has identified this project for construction in their Fiscal Year (FY) 2013.	
RECOMMENDED ACTION: Authorize the approval of a Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for allocation of costs (Village \$27,179.00 and IDOT \$108,716.00) and funding for the preliminary engineering (Phase 1 & Phase 2) of the new intersection at Route #45 and Flessner Avenue.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Rantoul, Village of	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 09-00101-00-EG	Fund Type STU	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-95-329-12	M-5059(104)		

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 Flessner Ave / US 45 Route FAU 7101 Length 0.51 mile
Termini New intersection with US 45 east to Century Blvd.

Current Jurisdiction Village of Rantoul Existing Structure No _____

Project Description

Preliminary engineering for preparation of project report, plans and specifications and all other preliminary work to prepare this project for construction.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	()	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	108,716	(*)	()	()	27,179	(Bal)	135,895
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
Materials	()	()	()	()	()	()	
TOTAL	\$ 108,716		\$		\$ 27,179		\$ 135,895

*80% STU funds not to exceed \$108,716

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 tiers (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** expends \$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 expend 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

Neal Williams

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

The above signature certifies the agency's TIN number is
37-6000510 conducting business as a Governmental
Entity.

DUNS Number _____

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

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

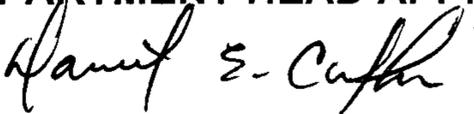
Matthew R. Hughes, Director of Finance and Administration

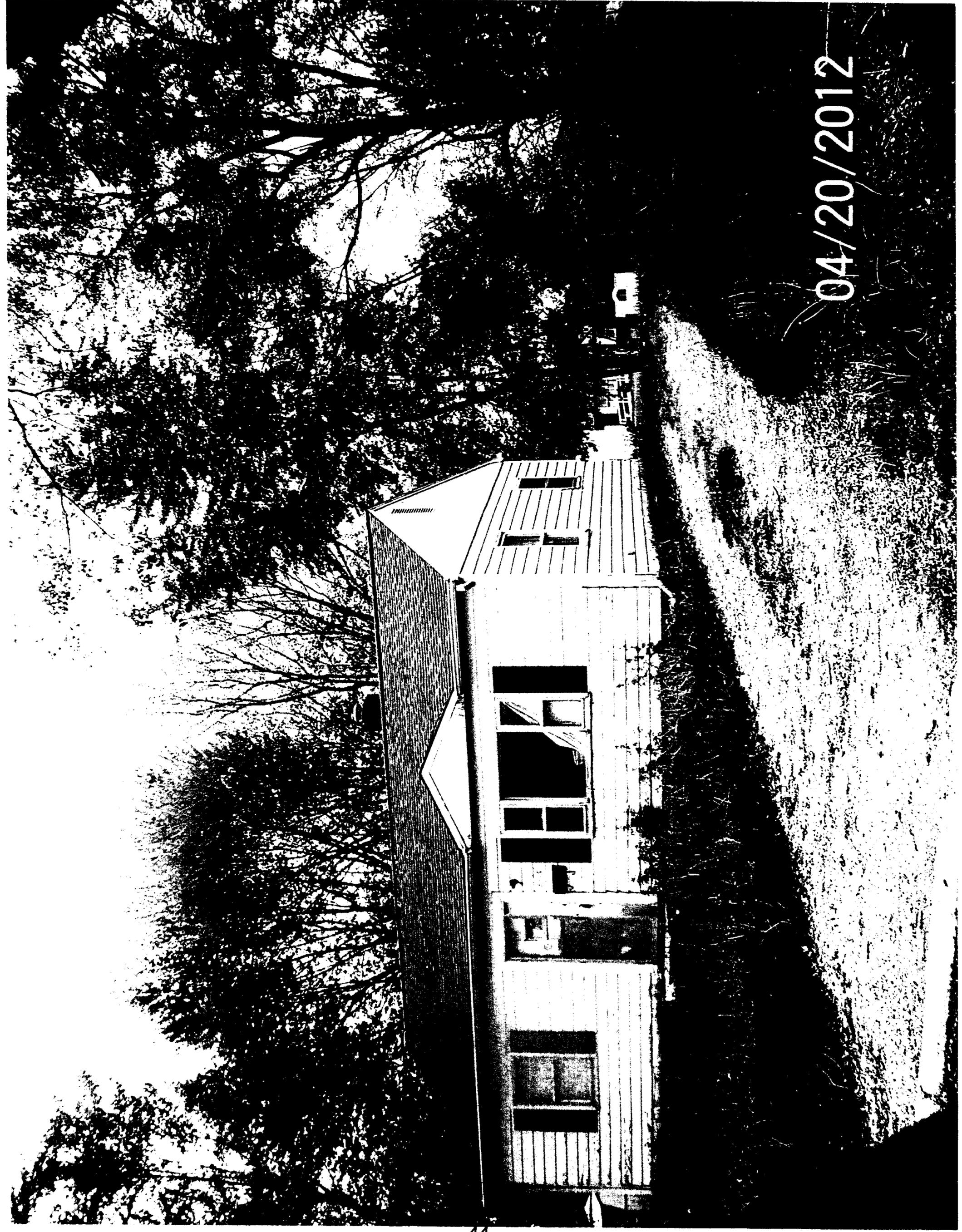
Date

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 Of

ITEM: Purchase of property at 1029 Eastview Drive	DEPARTMENT: Inspection/CD/Village Attorney
AGENDA SECTION:	AMOUNT: \$9,000
ATTACHMENTS: (XX) ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: May 23, 2012
SUMMARY HIGHLIGHTS: This is a property that we would like to purchase and use Community Development funds to remove, if possible. The cost to purchase the property is \$9,000 and the demolition cost is \$5,500. This is a property that I previously spoke to the Board about purchasing and demolishing.	
RECOMMENDED ACTION: Staff recommends approval to do so.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

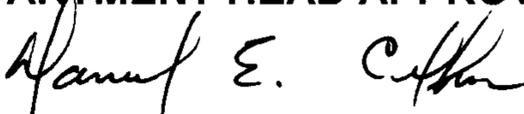


04/20/2012

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

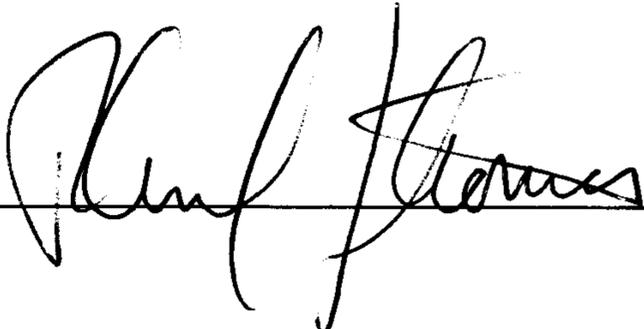
PAGE OF 1 Of 5

ITEM: Plan Commission recommendation to the Village Board for approval of a 2-Lot Subdivision Final Plat known as Project Gravity	DEPARTMENT: Inspection/Village Attorney
AGENDA SECTION:	AMOUNT: -0-
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 30, 2012
SUMMARY HIGHLIGHTS: On Tuesday evening, May 29, 2012, the Plan Commission held a public meeting to review and approve a Preliminary Plat for the Project Gravity Subdivision located east of Evans Road and west of Interstate 57. They also reviewed the Final Plat which they unanimously recommended for approval by the Village Board.	
RECOMMENDED ACTION: Both Plan Commission and staff recommend approval of the Final Plat.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: 10.5 ft. and 6 ft. front deck rotary mowers	DEPARTMENT: RECREATION/GROUNDS MAINTENANCE
AGENDA SECTION:	AMOUNT: 10.5ft. mower-\$51,683.16 6 ft. mower-\$19,390.34 Total- \$71,073.50
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 4, 2012
<p>SUMMARY HIGHLIGHTS: We need to replace our Toro 455 10.5ft mower with a new Toro 4100D unit and our 325D 6ft mower with a new 3281D mower unit. These units are available through the National Intergovernmental Purchasing Alliance. This cooperative purchasing agreement (Contract #083004-01) is available to public agencies and non-profit entities nationwide. This program allows us to get over a 20% discount off of Toro Commercial MSRP from our selected supplier and would allow us to get the best price without needing to go through the bidding process.</p> <p>The units we are replacing (455-D) is a 1999 model with over 8200 hours and a (325-D) model with over 8500 hours. They are the most heavily used mowers in our fleet and are starting to break down. The new units are the updated design of these mowers with more power and heavier decks. We need to stay with Toro brand of mowers. Our mechanics have become experts in maintaining a Toro unit. They have shown great durability and parts are readily available.</p>	
<p>RECOMMENDED ACTION: Purchase a Toro Groundsmaster 4100-D 10.5ft. out front rotary mower and a Toro Groundsmaster 3180-D 6ft front deck mower from MTI distributing. We budgeted this purchase from the Airport Fund.</p>	
<p>DEPARTMENT HEAD APPROVAL:</p> 	<p>VILLAGE ADMINISTRATOR:</p>



MTI Distributing Equipment Proposal



Rich Thomas
Village of Rantoul
100 E Flesner
Rantoul, IL 61866
217-893-5700
rthomas@myrantoul.com

Expiration Date: 5/19/2012
Quote ID: T228-2012-0419

Qty	Model Number	Description	National IPA Contract Price	NIPA Price Extension
1	30449	TORO GROUNDSMASTER 4100-D , 4WD, 60 hp Kubota Turbo-Charged Diesel Engine, 10.5' Out Front Rotary Mower, Smart Cool System,Air Ride Suspension Seat, 2 Post ROPS	\$51,683.16	\$51,683.16
1	30452	North American Road Light Package Kit		
1	11183SD	Service CD	No Charge	No Charge
			New Equipment	\$51,683.16
			Trade In Equipment	\$0.00
			Price Subtotal	\$51,683.16

Please visit www.nationalipa.org for registration to qualify for discount pricing.

- New Toro Equipment includes a Two-Year (2) Manufacture Warranty
- Equipment set-up & delivery at no additional charge
- Applicable Sales tax is not included in quoted pricing
- Quote is valid for 30 days

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Pete Tebbe, SCPS
Outside Sales Representative
888-538-3608

Kyle Nieuwsma, SCPS
Inside Sales Representative
800-760-2112



MTI Distributing Equipment Proposal



Rich Thomas
Village of Rantoul
100 E Flesner
Rantoul, IL 61866
217-893-5700
rthomas@myrantoul.com

Expiration Date: 5/19/2012
Quote ID: T228-2012-0419

Qty	Model Number	Description	National IPA Contract Price	NIPA Price Extension
1	30344	TORO GROUNDSMASTER 3280-D , 2WD, 24.8 hp Kubota Diesel Engine, 2 Post Foldable ROPS	\$19,390.34	\$19,390.34
1	30404	72" Base Deck		
1	24-5790-01	Rear Weight 35 lb		
2	325-8	Screw-hh		
2	3253-7	Washer-lock		
1	30303	72" Rear Discharge Completion Kit		
1	30313	Air Ride Seat Suspension		
1	30398	Milsco Seat		
1	30707	Arm Rest Kit		
1	108-9687	Arm Rest Adapter Kit		
1	30382	12 V Power Port		
			New Equipment	\$19,390.34
			Trade In Equipment	\$0.00
			Price Subtotal	\$19,390.34

Please visit www.nationalipa.org for registration to qualify for discount pricing.

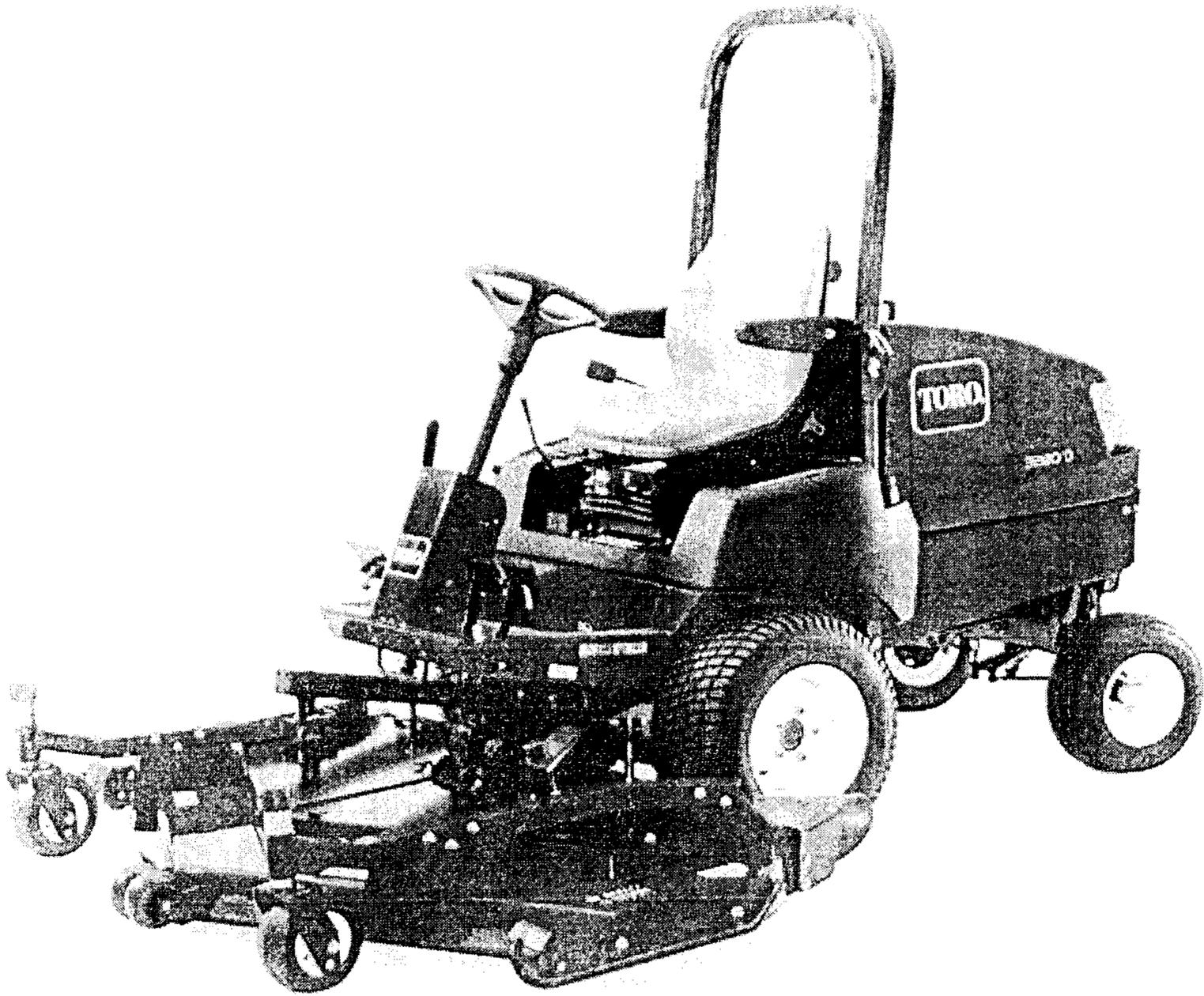
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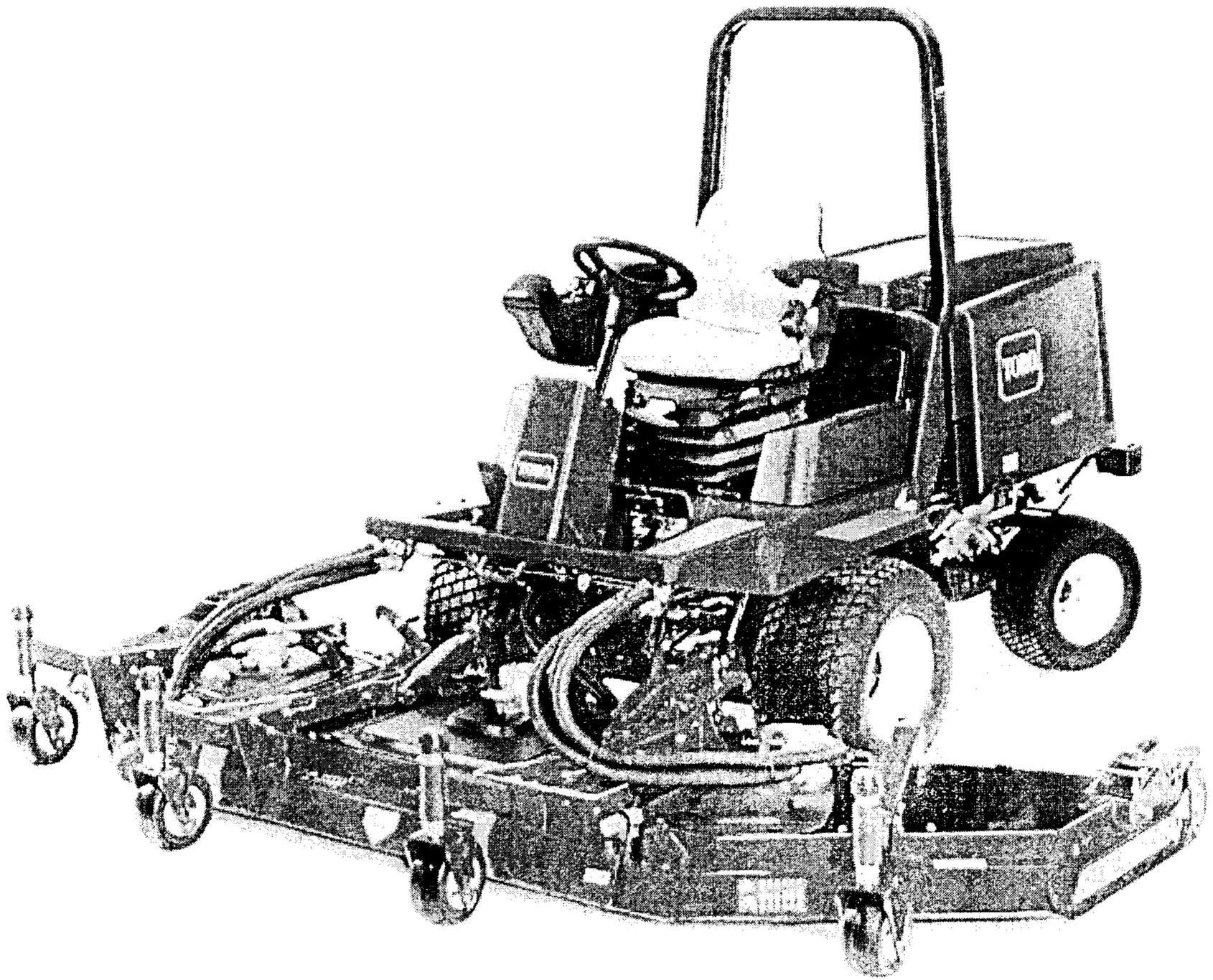
Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Pete Tebbe, SCPS
Outside Sales Representative
888-538-3608

Kyle Nieuwsma, SCPS
Inside Sales Representative
800-760-2112

MTI Distributing, Inc. 8901 Springdale Avenue Berkeley, MO 63134





**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Rubber flooring for the Camp Rantoul Building	DEPARTMENT: Recreation
AGENDA SECTION:	AMOUNT: \$10,798.22
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: June 4, 2012
<p>SUMMARY HIGHLIGHTS: We need to purchase 4,800 square feet of 3/8 inch rolled rubber flooring for the locker room section of the Camp Rantoul Building. This is the area where the players dress and prepare for practice. They put on their cleats in the locker room area and walk to the practice fields. A rubber surface is needed to cover the existing concrete floor to prevent slippage and provide for easier cleaning. We were unable to salvage the old rubber flooring from the building that we replaced. That surface was over 30 years old and fell completely apart upon removal. Our staff can install the new material.</p> <p>Three quotes were received for this purchase: 1) ESports Online-\$15,108.21; 2) MatsMatsMats-\$11,258.12; 3) Rubber Flooring Inc.-\$10,798.22.</p> <p>All prices include shipping.</p> <p>A quote was also requested but not yet received from Haydens Athletics.</p>	
<p>RECOMMENDED ACTION: Waive the bidding requirement and authorize the purchase of 3/8 inch rubber flooring from Rubber Flooring, Inc. in the amount of \$10,798.22.</p>	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: