

CITY OF HILLSBORO COUNCIL MEETINGS

MEETING TITLE	HILLSBORO CITY COUNCIL	START TIME	7:00 PM
DATE	AUGUST 15, 2023	PLACE	CITY HALL 447 S. MAIN ST.

ITEMS TO BE DISCUSSED

1 | CALL TO ORDER

2 | ROLL CALL

3 | PLEDGE OF ALLEGIANCE

4 | APPROVAL OF MINUTES

5 | MAYOR AND COMMISSIONERS DEPARTMENTAL REPORTS

6 | COMMUNITY PLANNER REPORT

7 | CITY ENGINEER REPORT

8 | PUBLIC COMMENT

**9 | DISCUSSION / DECISION REGARDING PAYING BILLS FOR THE MONTH OF AUGUST
(COMMISSIONER WARD)**

**10 | DISCUSSION / DECISION REGARDING REPLACEMENT OF MPC HYBRID CONSOLE FOR
MARINA (COMMISSIONER BUTLER)**

**11 | DISCUSSION/DECISION ON BID AWARD FOR MECHANIC STREET STORM SEWER PROJECT
SECTION 22-00000-01-DR (COMMISIONER BUTLER)**

**12 | DISCUSSION/DECISION ON A RESOLUTION FOR AUTHORIZATION FOR MOTOR FUEL TAX
FUNDING IN THE AMOUNT OF \$107,000.00 FOR MECHANIC STREET STORM SEWER
PROJECT SECTION 22-00000-01-DR (COMMISIONER BUTLER)**

**13 | DISCUSSION/DECISION ON APPROVAL OF CONSTRUCTION ENGINEERING CONTRACT
WITH HURST-ROSCHE FOR \$7000.00 FOR MECHANIC STREET STORM SEWER SECTION 22-
00000-01-DR (COMMISIONER BUTLER)**

**14 | DISCUSSION/DECISION ON A PROPOSED ELECTIC MUNICIPAL AGGREGATION CONTRACT
WITH ROCK RIVER ENERGY SERVICES, CO (ADMISTRATION)**

**15 | DISCUSSION/DECISION ON APPROVAL OF RESTRIPIING PARKING SPACES AND
CROSSWALKS AROUND COURTHOUSE SQUARE BY PLC PAVEMENT STRIPING IN THE
AMOUNT OF \$2200.00 (ADMINISTRATION)**

16 | MOTION TO ADJOURN

Fwd: Quote for TMS Console

James May <hillsbororecreation62049@gmail.com>

Fri 8/11/2023 10:45 AM

To: economicdevelopment hillsboroillinois.net <economicdevelopment@hillsboroillinois.net>; Fred Butler <fbutler@hillsboroschools.net>

 1 attachments (197 KB)

G15353.pdf;

I have been working on this for some time, but just received the quote attached below.

They advised that a new model vs a rebuilt one is the better option.

Thanks,
Jim

----- Forwarded message -----

From: **Ashley Jones** <ajones@iome.com>

Date: Fri, Aug 11, 2023, 10:33 AM

Subject: Quote for TMS Console

To: hillsbororecreation62049@gmail.com <hillsbororecreation62049@gmail.com>

Cc: Jeff Howard <JHoward@iome.com>

Good morning Jim,

Here is the quote for the new TMS console.

The other option is for a Rebuilt TMS-34 (PLUS) Model 800F PLUS Console (With Printer Option)

Your cost for a rebuilt console would be \$315.00 (This does not include Tax or Shipping)

The rebuilt console has a warranty period of 6 months from the installation.

This quote does not include the first two trips to the site that have been completed at this time.

If you need anything else or any additional information please let me know, thank you!

Ashley Jones

Service Assistant

Job Quote



OIL MARKETING EQUIPMENT, INC.

850 BRENKMAN DRIVE • PEKIN, IL 61554
PHONE (309) 347-1819 • FAX (309) 347-1881
E-MAIL: sales@iome.com • HOME PAGE: www.iome.com

Number: 15353

Quote Date: 8/4/2023

Bill to: Hillsboro, City Of
447 S. Main
Hillsboro, IL 62049

Service at: Glenn Shoals Marina
700 Glenn Shoals Sr
Hillsboro, IL 62049

Customer ID: 2270

Description: Replace MPC Hybrid Console

Confirm To: Jim 217-246-1121 hillsbororecreation62049@gmail.com

Items	Quantity	Total
*TMS MPC-M-8H-C - MPC Hybrid Console	1.00	\$2,016.00
		=====
	Equipment Total:	\$2,016.00
	Installation:	\$1,348.00
		=====
	Total:	\$3,364.00

Terms: Net 30

Installation Includes:

- Install console and test for functionality.

Equipment provided according to owner approved submittals, and delivered to the job site, or in our warehouse specifically for this project, will be invoiced to the customer and shall not be subject to a 10% reserve retainer.

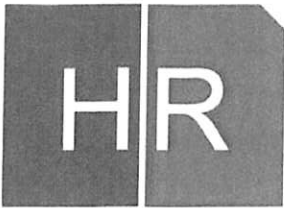
Any unseen underground conditions, i.e., high water table, underground utilities, underground foundations, contaminated soils, etc., will be invoiced as an extra at our usual time and material rate and any additional fees related to disposal of materials. We will notify the owner immediately upon encountering any of these conditions.

If existing conduits cannot be reused for any reason, there will be additional charges.

Any alteration or change from original proposed specifications involving extra costs will be executed only upon written orders and will become an extra charge on items over and above the proposal.

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied

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August 10, 2023

Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

SUBJECT: Mechanic Street – Pipe Replacement
City of Hillsboro
Section 22-00000-01-DR
Montgomery County, IL

Re: HR 192-2232

Mayor Don Downs
City of Hillsboro
City Hall
447 South Main Street
Hillsboro, Illinois 62049

Dear Mayor Downs:

Enclosed are the tabulation of bids and original bids for the above project. We have reviewed these bids and recommend the City Council vote to award the bid to the low bidder Stutz Excavating, Inc. in the amount of \$99,410.75 at the meeting on 8/15/2023.

If you are in agreement with our recommendation, please adopt a resolution approving the award of the bid to Stutz Excavating, Inc. and a resolution from your MFT (RBI funds) account in the amount of \$110,000 for the construction cost and Construction Engineering services. Please sign and return all five copies of the Resolution to our office for further processing.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

Jeremy Connor, PE

JJC:sb

Enclosures

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

www.hurst-rosche.com

54213693	PRC FES 48"	EACH	1	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00	\$4,687.00	\$4,687.00	\$4,420.00	\$4,420.00
54248510	CONCRETE COLLAR	CU YD	4.1	\$1,000.00	\$4,100.00	\$2,500.00	\$10,250.00	\$1,995.00	\$6,179.50	\$825.00	\$3,382.50
542A0253	PIPE CULVERTS, CLASS A, TYPE 1 48"	FOOT	72	\$500.00	\$36,000.00	\$300.00	\$21,600.00	\$350.00	\$25,200.00	\$370.00	\$26,640.00
542C0217	PIPE CULVERTS, CLASS C, TYPE 1 12"	FOOT	28	\$50.00	\$1,400.00	\$72.00	\$2,016.00	\$175.00	\$4,900.00	\$152.00	\$4,256.00
67100100	MOBILIZATION	L SUM	1	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$5,800.00	\$5,800.00	\$6,000.00	\$6,000.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SP1)	L SUM	1	\$5,000.00	\$5,000.00	\$2,800.00	\$2,800.00	\$5,900.00	\$5,900.00	\$4,100.00	\$4,100.00
Total				As Read	\$97,395.00		\$139,104.00		\$104,246.15		\$99,410.75
Bid				As Corrected							

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Request for Expenditure/Authorization of Motor Fuel Tax Funds

Local Public Agency Hillsboro	Type City	County Montgomery	Section Number 22-00000-01-DR
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I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		\$100,000.00
Day Labor Construction		
Engineering		\$7,000.00
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL		\$107,000.00

Comments

Local Public Agency Official Signature & Date

Title

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By	Date
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13



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Hillsboro	Montgomery		
Project Number	Contact Name	Phone Number	Email
	Cory Davidson	(217) 532-5566	cityhall@hillsboroillinois.net

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Mechanic Street	NA	100 lf	NA
Location Termini			<input type="button" value="Add Location"/>
Along Mechanic Street			<input type="button" value="Remove Location"/>
Project Description			
Prepare MFT - Bid Package for approval by IDOT of design plans for Culvert reconstruction along Mechanic Street, also pavement restoration and associated grading.			

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hurst-Rosche, Inc	Jeremy Connor	(217) 532-3959	jconnor@hurst-rosche.com
Address	City	State	Zip Code
1400 East Tremont Street	Hillsboro	IL	62049

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum \$7,000.00 (Maximum Fee \$20,000) (For federal funds the lump sum shall be determined using the Cost Plus Fixed Fee Formula.)

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. 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 LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA 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 LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. 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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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 indicated 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) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 to maintain 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) 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hurst-Rosche, Inc	37-0889933	\$7,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$7,000.00
Total for all work		\$7,000.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA: Local Public Agency Type Name of Local Public Agency
Attest: The City of Hillsboro

By Date
[Signature Box] [Date Box]

By Date
[Signature Box] [Date Box]

Name of Local Public Agency Local Public Agency Type
Hillsboro City Clerk

Title
[Title Box]

(SEAL)

Executed by the ENGINEER:
Attest: Consultant (Firm) Name
Hurst-Rosche, Inc

By Date
[Signature Box] [Date Box]

By Date
[Signature Box] [Date Box]

Title
Vice-President

Title
Corporate Treasure

APPROVED:
Regional Engineer, Department of Transportation Date
[Signature Box] [Date Box]

Local Public Agency

County

Section Number

Hillsboro

Montgomery

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Construction Engineering - Administer Pre-Construction meeting, inspect materials, process pay estimates

Local Public Agency

County

Section Number

Hillsboro

Montgomery

**EXHIBIT B
PROJECT SCHEDULE**

20 Working Days contract - Construction Start - Late August - Complete September/October

Local Public Agency

County

Section Number

Hillsboro

Montgomery

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency

County

Section Number

Hillsboro

Montgomery

Exhibit D

Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

RESOLUTION NO.: _____

DATE:

Whereas, the current electric municipal aggregation contract to all residential and qualified small businesses has expired in 2022; and

Whereas, the City Council of the City of Hillsboro, Illinois has determined that it is desirable to continue the municipal electric aggregation program so long as the City can secure a competitive supply rate; and

Whereas, the City would like to combine their electrical aggregation loads with similar communities for cost efficiencies to provide a favorable energy rate; and

Whereas, City Council and Village Boards meetings of these communities meet at different times and dates; and

Whereas, the energy markets move each day and suppliers do not have the ability to hold competitive prices for an extended time;

Now therefore, be it resolved that by the adoption of this Resolution, the Mayor or Designee is authorized and directed to seek bids from responsible low bidders in order to negotiate and enter into a wholesale electricity supply contract for the City on terms as deemed appropriate and with said contract to be in the best interest of the City. This process and potential contract shall include residents, qualified small businesses and not exceed three (3) years in length and the Mayor or designee will report to the City Council the outcome of the solicitation as soon as is reasonable possible.

Mayor:

Attest: City Clerk

MOTION:

SECOND:

VOTING: Ayes _____

Nays _____



ESTIMATE

Court House square & south side Seward st.

PLC Pavement Striping

P.O. Box 162
Gillespie, IL 62033
United States

2174730322

www.plcpavementstriping.com

BILL TO

City of Hillsboro
Don Downs
447 S Main street
Hillsboro, Illinois 62049
United States

217-532-5566
donniedowns@outlook.com

Estimate Number: 0069
Estimate Date: July 25, 2023
Expires On: August 24, 2023

Grand Total (USD): \$2,200.00

Services	Quantity	Price	Amount
Restripe parking area Restripe parking area, including Handicap stencils and hash lines. layout and paint 7 crosswalks (block style 16" wide blocks).	1	\$2,200.00	\$2,200.00
Total:			\$2,200.00
Grand Total (USD) :			\$2,200.00

Notes / Terms

Quote is for the Court house square, and south side of E Seward st.
Note: Pricing is per linear foot, for a standard 4"-6" wide line, unless otherwise specified.

If you have any questions please contact me directly. Thanks for your business!