

Rantoul Village Board of Trustees  
Regular Study Session  
Louis B. Schelling Memorial Board Room  
Rantoul Municipal Building

January 9, 2018  
6:00 pm

*Order of Business*

*Board Packet Page(s)*

1. Call to Order – Mayor Smith  
Roll Call
2. Approval of Agenda
3. Public Participation  
*Citizens wishing to address the Village Board with respect to any item of business listed on 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. Comments will be limited to three minutes for each item.*
4. Presentation of Rantoul Scholarship to Yaquelin Quinto
5. Items from the Mayor
  - A) Affirmation of the appointment of Cynthia Rouse **to Citizen’s** Advisory Committee for a term to expire 2021
6. Items from Trustees
7. Items from the Clerk
  - A) Review of [Closed Minutes](#) 1-5
8. Items for the Consent Agenda
  - A) Approval of Minutes, Regular Study Session, [December 5, 2017](#)
  - B) Approval of Minutes, Regular Board Meeting, [December 12, 2017](#)
  - C) Approval of Bills and Monthly Financial Reports
9. Items from Public Works
  - A) [Engineering Agreement](#) for design of Taxiway improvements 6-76  
- \$106,407.78
  - B) Change Order to [landfill cover project](#) - \$5,391.64 77-92
  - C) Annual Parade Route [Resolution No. 1-18-1248](#) 93-99
  - D) Realtor Agreement with [Coldwell Banker](#) Devonshire Realty 100-111
10. Items from Human Resources
  - A) Amend Personnel Code – new section [Sexual Harassment](#) Prohibition 112
11. Items from Counsel

12. **Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06**
  
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.*

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b>	<b>OF</b>
<b>ITEM:</b> Semi-Annual Review of Closed Meeting Records	<b>DEPARTMENT:</b> Village Clerk	
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>	
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE:</b> January 9, 2018	
<b>SUMMARY HIGHLIGHTS:</b>		
<p>In accordance with the Open Meetings Act, the Village conducts a semi-annual review of the closed session records of the Village Board in January and July of each year to determine which records, if any, are appropriate for release.</p> <p>See attached sheet.</p> <p>Formal action will be taking at the January 16, 2018 Board Meeting</p>  <p>Any member of the Board who wishes to review Closed Session records in advance of the Study Session may do so by making an appointment with the Clerk's office.</p>		
<b>RECOMMENDED ACTION:</b>	Enter into Closed Session to approve the previous closed session minutes and review all closed session records for content and possible release	
<b>DEPARTMENT HEAD APPROVAL</b> Michael Graham, Clerk	<b>VILLAGE ADMINISTRATOR</b>	
<b>AGENDA PAGE NUMBER:</b>		

**CLOSED MEETINGS  
January 2, 2018**

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Feb. 8, 1996	FOP negotiation matters	X	
	June 6, 1996	FOP negotiation matters	X	
	Sept. 25, 1996	Specific employee matter - Comptroller	X	
	Dec. 14, 1996	Specific employee matter - Administrator	X	
	Jan. 14, 1997	Specific employee matter - Administrator	X	
	Feb. 28, 1997	Specific employee matter - Administrator	X	
	June 3, 1997	FOP negotiation matters	X	
	July 1, 1997	FOP negotiation matters	X	
	Dec. 2, 1997	IBEW negotiation matters	X	
	Jan. 13, 1998	Specific employee matter - Elec. Supt.	X	
	May 12, 1998	IBEW negotiation matters	X	
81	Oct. 6, 1998	IBEW negotiation matters	X	
109	April 19, 1999	FOB Negotiations	X	
182	Sept. 12, 2000	FOB Negotiations	X	
210A	June 12, 2001	Specific employee matter - Exec. Sec.	X	
	March 5, 2002	Specific employee matter - Exec. Sec.	X	
242	March 18, 2002	Specific employee matter - Econ. Dev. Dir.	X	
246	May 14, 2002	Specific employee matter - Fire Chief	X	
257	June 4, 2002	Specific employee matter - Fire Chief	X	
259	June 27, 2002	Specific employee matter - Econ. Dev. Dir.	X	
268	August 26, 2002	IBEW negotiation matters	X	
270	Sept. 3, 2002	IBEW negotiation matters	X	
270	Dec. 3, 2002	Specific employee matter - IMS Manager	X	
280	Jan. 7, 2003	Specific employee matter-Sr Computer Tech	X	
284	Feb. 4, 2003	Specific employee matter - IMS employee	X	
291	March 11, 2003	Specific employee matter - CD employee	X	
291	April 1, 2003	Specific employee matter - CD employee	X	
291	April 8, 2003	Specific employee matter - CD employee	X	
295	Nov. 4, 2003	FOP negotiation matters	X	
332	Feb. 3, 2004	FOP negotiation matters	X	
337	Feb. 17, 2004	FOP negotiation matters	X	
354	June 8, 2004	Specific employee matter - Econ. Dev. Dir.	X	
366	August 12, 2004	Specific employee matter - Administrator	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
368	August 25, 2004	Special Board Meeting - Administrator	X	
370	August 25, 2004	Specific employee matter - Administrator	X	
370	Sept. 2, 2004	Specific employee matter - Administrator	X	
373	Sept. 7, 2004	Specific employee matter - Administrator	X	
374	Sept. 14, 2004	Specific employee matter - Administrator	X	
375	Sept. 14, 2004	Specific employee matter - Administrator	X	

485	Aug. 8, 2006	Specific employee matter - Econ. Dev. Dir.	X	
493	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
494	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
495	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
496	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
497	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
499	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
500	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
502	Nov. 7, 2006	Specific employee matter - Attorney	X	
503	Nov. 13, 2006	Specific employee matter - Econ. Dev. Dir.	X	
506	Dec. 5, 2006	Specific employee matter - Administrator	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	

511	Jan 2, 2007	Specific employee matter - Administrator	X	
516	Feb. 6, 2007	Specific employee matter - Econ. Dev. Dir.	X	
524	March 13, 2007	Specific employee matter - Administrator	X	
560	Nov. 6, 2007	IBEW Negotiations	X	
560	Nov. 6, 2007	Specific employee matter - IT Director	X	

569	Jan 16, 2008	Specific employee matter - Administrator	X	
576	March 4, 2008	Specific employee matter - HR Manager	X	
578	March 11, 2008	FOP Negotiations	X	
583	April 8, 2008	Specific employee matter - HR Manager	X	
586	April 16, 2008	Specific employee matter - Administrator	X	
587	April 16, 2008	Specific employee matter - Administrator	X	
588	April 17, 2008	Specific employee matter - Administrator	X	
589	April 17, 2008	Specific employee matter - Administrator	X	
593	May 13, 2008	Specific employee matter - Administrator	X	
595	May 22, 2008	Specific employee matter - Administrator	X	
606	July 15, 2008	Specific employee matter - Administrator	X	
611	Aug. 12, 2008	Specific employee matter - Administrator	X	
617	Sept. 9, 2009	FOP Negotiations	X	
619	Oct. 7, 2008	FOP Negotiations	X	
625	Dec. 2, 2008	FOP Negotiations	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
657	Nov. 3, 2009	Specific employee matter - Fire Dept.	X	
657	Nov. 3, 2009	FOP Negotiations	X	
671	March 2, 2010	Specific employee matter - Police Dept.	X	
676	April 6, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	Specific employee matter - HR Manager	X	
696	Oct. 12, 2010	FOP Negotiations	X	
700	Nov. 9, 2010	Specific employee matter - Fire Dept.	X	
700	Nov. 9, 2010	Pending litigation	X	
719	June 7, 2011	Collective Bargaining	X	
730	Sept. 6, 2011	Personnel	X	
749	May 1, 2012	FOP	X	
760	Oct. 10, 2012	IBEW & FOP Sgts.	X	
763	Nov. 6, 2012	FOP Negotiations	X	
763	Nov. 13, 2012	FOP Negotiations	X	
766	Jan. 8, 2013	Personnel	X	
766	Jan. 8, 2013	FOP Negotiations	X	
792	Jan. 7, 2014	Review of Closed Minutes	X	
794	Feb. 4, 2014	Litigation	X	
797	March 11, 2014	Personnel	X	
798	March 11, 2014	Personnel	X	
800	April 8, 2014	Personnel	X	
809	Aug. 5, 2014	Review of Closed Minutes	X	
812	Aug. 21, 2014	Personnel - Administrator Interview	X	
813	Aug. 21, 2014	Personnel - Administrator Interview	X	
	December 1, 2015	Litigation	X	
	December 21, 2015	Employment	X	
	April 26, 2016	FOP Negotiations	X	
	May 10, 2016	Real Estate		
	Sept. 6, 2016	Purchase/lease of Property		
	Sept. 13, 2016	Lease or Purchase of Property		
	Nov. 1, 2016	Sale or Lease of Property		
	Feb. 7, 2017	Review of Closed Minutes		
	April 11, 2017	Purchase/Lease of Property		
	May 2, 2017	Purchase/Lease of Property	X	
	June 13, 2017	Personnel - need minutes	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	July 5, 2017	Review Closed Minutes		
	Aug. 24, 2017	Purchase/Sale of Property		
	Aug. 24, 2017	Personnel		
	Sept. 5, 2017	IBEW Negotiations		
	Sept. 5, 2017	Personnel		
	Oct. 5, 2017	Personnel		
	Oct. 10, 2017	Personnel		
	Oct. 19, 2017	Personnel		
	Nov. 7, 2017	Sale or Lease of Property		
	Dec. 5, 2017	Sale or Lease of Property		
	Dec. 12, 2017	Sale or Lease of Property		

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b>	<b>OF</b>
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<b>ITEM: Engineering Services to Design the Airport Improvements of Taxiway E</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$101,087.39 - IDOT (95%) \$5,320.39 - Village (5%) \$106,407.78 - Total</b>
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION ( X ) OTHER (See Summary Highlights) ( X ) SUPPORTING DOCUMENTS	<b>DATE: December 12, 2017</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda Item provides for an engineering service agreement with Burns &amp; McDonnell (airport consultant: 2013-2018) to develop the plans and specifications for the reconstruction and realignment of Taxiway E. This taxiway is at the west end of the East/West runway (Runway 9-27) and the new design will address the pavement condition and bring the pavement geometry into conformance with FAA Standards. The Village is responsible for five percent (5%) of the project design costs (\$5,320.39), while the remaining funds will be provided by the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement.</p> <p>This work was identified as the next improvement in the long-range Transportation Improvement Program (TIP) for the airport. Design will be undertaken this winter with project letting occurring in the spring/summer of 2018. The estimated cost of construction is \$997,100.00. The Village will be responsible for five percent (5%) of the construction costs (\$49,855.00), while the remaining funds will be provided by FFY-2017 Non-Primary Entitlement Funds (\$148,500.00), FFY-2017 Federal Non-Primary Discretionary Funds (\$748,890.00) and a State Match (\$49,855.00). The Village's component will be included in the upcoming Village FY2019 Budget.</p> <p>This work will be staged to minimize conflicts with critical airport users.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize an engineering service agreement with Burns &amp; McDonnell in the not-to-exceed amount of \$106,407.78 (Village share of \$5,320.39) for the development of plans and specifications for the reconstruction and realignment of Taxiway E.</p>	
<p><b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. </p>	<p><b>VILLAGE ADMINISTRATOR:</b> </p>
<b>AGENDA PAGE NUMBER:</b>	

BOARD OF TRUSTEES

VILLAGE OF RANTOUL IDOT FUNDS WERE REQUIRED

FOR A DIFFERENT AIRPORT PROJECT

- REFERENCE -

AGENDA ITEM	PAGE	OF
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<b>ITEM: Engineering Services to Design the Airport Improvements of Taxiway E</b>	<b>DEPARTMENT: Public Works</b>
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<b>AGENDA SECTION:</b>	<b>AMOUNT: \$107,918.29 - IDOT (95%) \$5,679.91 - Village (5%) \$113,598.20 - Total</b>
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<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: November 23, 2016</b>
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**SUMMARY HIGHLIGHTS:**

This Agenda Item provides for an engineering service agreement with Burns & McDonnell to develop the plans and specifications for the reconstruction and realignment of Taxiway E. This taxiway is at the west end of intersection with the East/West runway (Runway 9-27) and the new design will address the pavement condition and bring the pavement geometry into conformance with the FAA Standards. The Village is responsible for five percent (5%) of the project design costs (\$5,679.91) while the remaining funds will be provided by the Illinois Department of Transportation Division of Aeronautics.

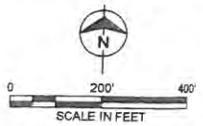
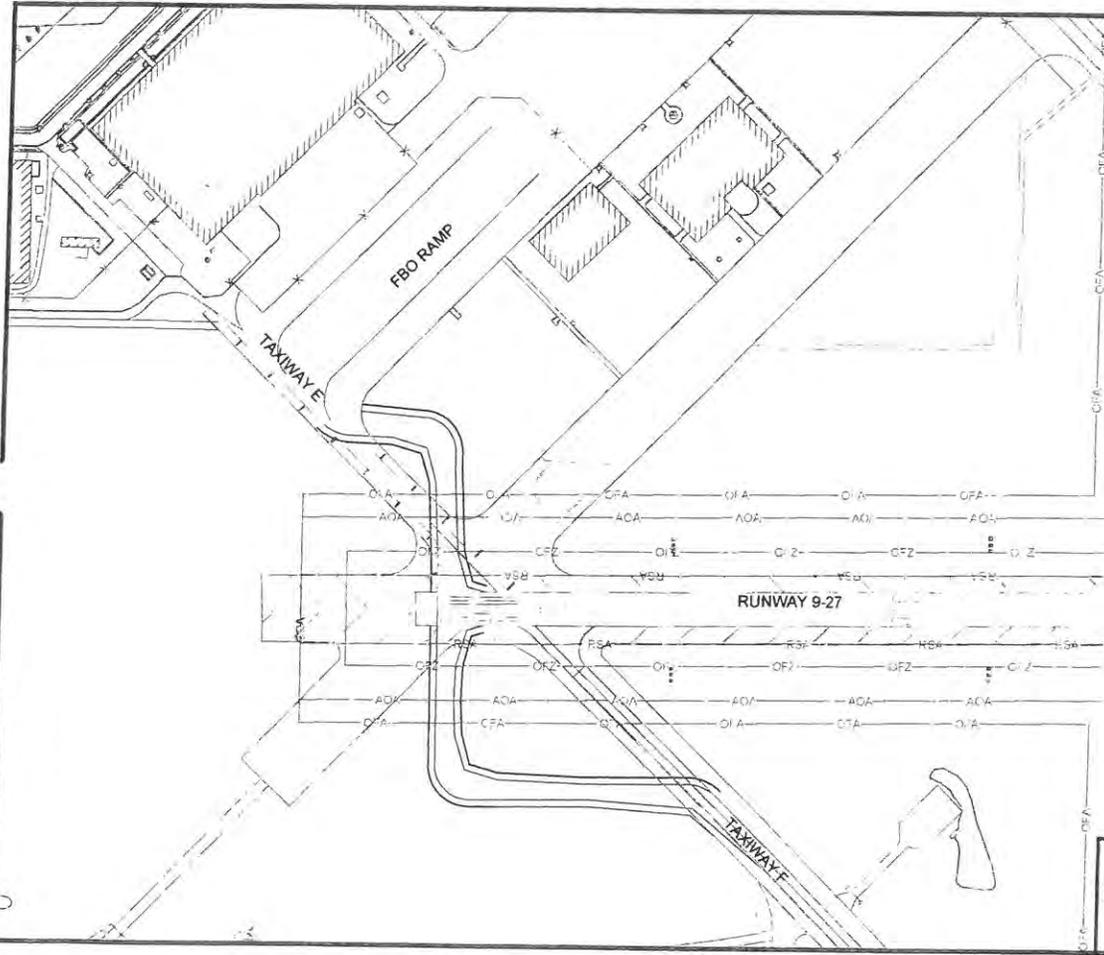
This work was identified as the next improvement in the long-range Transportation Improvement Program (TIP) for the airport. Design will be undertaken this winter with project letting occurring in the summer of 2017. This work will be staged to minimize conflicts with the summer events hosted around the airport.

**RECOMMENDED ACTION:** Authorize an engineering service agreement with Burns & McDonnell in the not-to-exceed amount of \$113,598.20 (Village share of \$5,679.91) for the development of plans and specification for the reconstruction and realignment of Taxiway E.

<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b>
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**AGENDA PAGE NUMBER:**

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ATTACHMENT P  
RANTOUL AIRPORT  
RECONSTRUCT  
TAXIWAY E

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS  
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by  
The Illinois Department of Transportation  
Division of Aeronautics  
Effective: June 2012

- |  |  |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design | <input type="checkbox"/> Construction Phase Services   |
| <input checked="" type="checkbox"/> Design Phase Services            | <input type="checkbox"/> Planning and Special Services |

THIS AGREEMENT, made at Rantoul, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 by and between the Village of Rantoul (hereinafter referred to as the "Sponsor"), and Burns and McDonnell Engineering Co., Inc. (hereinafter referred to as the "Consultant").  
This Agreement expires 5 years from the date of execution.

**WITNESSETH**

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the Rantoul National Aviation Center in Rantoul County, state of Illinois; and the project shall be identified as the Illinois Project No. TIP-4579; AIP Project No. 3-17-SBGP-120/139; The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I.G., Detailed Scope of Services): Reconstruct and Realignment of Taxiway E at the west end intersection with Runway 9-27

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "*regulate and supervise aeronautics within this state*", with "*aeronautics*" defined as "...*the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...*". The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

## **I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

### **A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN**

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

### **B. DESIGN PHASE SERVICES**

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less

than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

**C. CONSTRUCTION PHASE SERVICES**

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval.

Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

## 2. FIELD ENGINEERING

### a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

### b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

### c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall, be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
  - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
  - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. **FINAL INSPECTION**  
Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. **SAFEGUARD THE SPONSOR**  
Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. **OTHER ENGINEERING SERVICES**  
Furnish other Engineering Services which may be required by the Sponsor, including surveys, sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. **FINAL QUANTITIES**

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

**D. PLANNING AND SPECIAL SERVICES**

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

**E. ENDORSEMENT OF DOCUMENTS**

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

**F. DELIVERABLES**

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

**G. NOTICE-TO-PROCEED (NTP)**

The Consultant shall not commence any phase of the work until the “official notice-to-proceed” (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department’s Office of Planning and Programming, indicating the project’s inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor’s receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

#### **H. DETAILED SCOPE OF SERVICES** (Attach / insert here).

The project scope of work includes site investigation (surveying and geotechnical investigation), updating of the existing environmental clearance documentation (CatEx), and reconstruction and realignment of approximately 1,460 linear feet of Taxiway E.

## **II. CONSULTANT COMPENSATION**

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

**A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN**

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ \_\_\_\_\_ (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

**B. DESIGN PHASE SERVICES**

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 13,475.22

total amount not to exceed \$ 106,407.78 unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.

2. a lump sum payment of \$ \_\_\_\_\_ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

**C. CONSTRUCTION PHASE SERVICES**

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ \_\_\_\_\_

total amount not to exceed \$ \_\_\_\_\_ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

#### **D. PLANNING AND SPECIAL SERVICES**

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ \_\_\_\_\_  
total amount not to exceed \$ \_\_\_\_\_ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ \_\_\_\_\_ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

### **III. SPECIAL CONDITIONS**

The Consultant shall render the services in accordance with generally accepted Professional Standards.

#### **A. TERMINATION**

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

## **B. CHANGE IN CONSTRUCTION PLANS**

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

## **C. HOLD HARMLESS**

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the

Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

#### **D. DRAWING OWNERSHIP**

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

#### **E. CONTRACT FOR OUTSIDE SERVICES**

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

#### **F. FORMERLY NOTICE TO PROCEED (See Section I.G.)**

#### **G. SUBLET AGREEMENT**

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

#### **H. AGREEMENT EXPIRES**

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

#### **I. EQUAL EMPLOYMENT OPPORTUNITY**

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be

amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.

2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**J. OPEN ACCESS TO DOCUMENTS**

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)  
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 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 Consultant agrees to cooperate fully with any audit conducted by the Auditor General 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.

**K. CERTIFICATION OF CAPACITY TO CONTRACT**

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

**L. THE CONSULTANT SELECTION**

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)  
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Rantoul hereby certifies that it  
(Sponsor)  
has completed the prescribed qualifications based consultant selection procedures.

The firm of (Burns & McDonnell Engineering Co., Inc.) of (Downers Grove, IL) has  
(Consultant) (Location)  
been selected to provide the engineering services required for the project on:

July 9, 2013  
(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

**M. AMENDMENTS TO THE AGREEMENT**

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

\_\_\_\_\_

Date

\_\_\_\_\_

Sign Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

**N. CERTIFICATION OF CONSULTANT**

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the \_\_\_\_\_ Principal \_\_\_\_\_ (title) and duly

authorized representative of the firm Burns & McDonnell Engineering Co., Inc \_\_\_\_\_,

whose address is 200 W. Adams St., Suite 1600, Chicago, IL 60606 \_\_\_\_\_, and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.

2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign Name

Brian Lindstrom  
\_\_\_\_\_  
Print Name

Principal  
\_\_\_\_\_  
Title

**O. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 43-0956142  
(This firm is) doing business as a (please check one):

       Individual

       Partnership

  X   Corporation

**P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

(Reference: 49 CFR Part 26)

**Contract Assurance (§26.13)** - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBE> Directory. The percent of work is computed based on the individual subconsultant's work effort in each category

Firm Name: \_\_\_\_\_

Subcontract Amount (\$): \_\_\_\_\_

Prequalification Category	% of Work	DBE Certification
_____	_____	_____
_____	_____	_____
_____	_____	_____

If more than one subconsultant is being used, attach additional sheets.

**NOTE:** All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

**Q. DISCRIMINATION**

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)  
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

**R. DUES/FEEES TO CLUBS WHICH DISCRIMINATE**

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

**S. CONFLICT OF INTEREST**

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

**T. FELONY CONVICTION**

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

**U. ILLINOIS HUMAN RIGHTS NUMBER**

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR # \_\_\_\_\_ 1100100 \_\_\_\_\_

## V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

## W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
  - a. Publish a statement:
    - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
    - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
    - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
      - 1) abide by the terms of the statement; and
      - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  - b. Establish a drug free awareness program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the Consultant policy of maintaining a drug free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. the penalties that may be imposed upon employees for drug violations.
  - c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
  - d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
  - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
  - f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
  - g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

## X. CAPACITY TO CONTRACT

(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.



**CERTIFICATION OF CAPACITY TO CONTRACT**

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

\_\_\_\_\_ hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

\_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

d/b/a \_\_\_\_\_  
(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Individual Consultants)

I, \_\_\_\_\_,  
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_

BY \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

d/b/a \_\_\_\_\_  
(Name)

## **Y. CERTIFICATION REGARDING LOBBYING**

(Reference: 49 CFR Part 20, Appendix A)

### Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. 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 an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **Z. INTERNATIONAL BOYCOTT**

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

## **AA. NON-APPROPRIATION CLAUSE**

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

## **BB. DEBT CERTIFICATION**

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false

or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### **CC. GOODS FROM CHILD LABOR ACT**

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

#### **DD. QUALIFICATION BASED SELECTION ACT**

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

#### **EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### **FF. RIGHTS TO INVENTIONS**

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **GG. TRADE RESTRICTION CLAUSE**

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use

on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **HH. BREACH OF CONTRACT TERMS**

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Rantoul, Illinois, this \_\_\_\_\_, 2017.  
(city) (date) (year)

ATTEST:

(SEAL)

Village of Rantoul  
(Sponsor Name)

37-600510  
(Federal Employee's Identification Number)

BY \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

BY \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

ATTEST:

(SEAL)

Burns & McDonnell Engineering Co., Inc.  
(Consultant Name)

43-0956142  
(Federal Employee's Identification Number)

BY \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

BY \_\_\_\_\_  
Brian Lindstrom, Principal  
Printed Name & Title

## LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u> –	PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u> –	DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u> –	CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u> –	PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u> –	ENGINEERING REPORT (General Guidance)
<u>ATTACHMENT F</u> –	RESIDENT ENGINEER'S DIARY (Standard Format)
<u>ATTACHMENT G</u> –	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
<u>ATTACHMENT H</u> –	LUMP SUM INVOICE (Standard Format)
<u>ATTACHMENT I</u> –	EFFORT DETAIL BREAKDOWN (Standard Format)
<u>ATTACHMENT J</u> –	TESTING SCHEDULE
<u>ATTACHMENT K</u> –	TESTING RATES & COST SUMMARY
<u>ATTACHMENT L</u> –	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
<u>ATTACHMENT M</u> –	SUMMARY OF OVERHEAD AND INDIRECT COSTS
<u>ATTACHMENT N</u> –	PROJECT CERTIFICATION
<u>ATTACHMENT O</u> –	DBE FINAL DOCUMENTATION
<u>ATTACHMENT P</u> –	PROJECT SKETCH
<u>ATTACHMENT Q</u> –	PROJECT LETTING SCHEDULE
<u>ATTACHMENT R</u> –	OP&P PROGRAM LETTER
<u>ATTACHMENT S</u> –	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
<u>ATTACHMENT T</u> –	CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
<u>ATTACHMENT U</u> –	RETAINER AGREEMENT

**ATTACHMENT A**

**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging <sup>2,3</sup>	_____
Meals/Per Diem <sup>2,3</sup>	_____
Transportation <sup>2</sup>	_____
Materials & Supplies	_____
Printing	_____
CADD time <sup>4</sup>	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> <sup>5</sup>	_____
5. <u>Outside Services</u>	_____
Lump Sum	
<b>Total Amount Not to Exceed</b>	_____

Estimated cost of total professional design phase services from TIP: \$ \_\_\_\_\_

**NOTES:**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT A-1**

**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES**

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<hr/>			
<b>Total</b>	_____	_____	_____
	(hours)	(average)	(total direct salary costs) (ATTACHMENT A)

\*Classifications may be adjusted as per Consultant's work force.

**ATTACHMENT B**

**DESIGN PHASE SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	\$26,158.00	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	\$56,315.56	
3. <u>Direct Nonsalary Expenses</u>		
Lodging <sup>2,3</sup>	_____	
Meals/Per Diem <sup>2,3</sup>	_____	
Transportation <sup>2</sup>	\$424.00	
Materials & Supplies	_____	
Printing	\$525.00	
CADD time <sup>4</sup>	_____	
Other Costs (excluding outside services)	\$60.00	
4. <u>Fixed Payment</u> <sup>5</sup>	\$13,475.22	
5. <u>Outside Services</u>	\$9,450.00	
	Cost Plus Fixed Payment	
	<b>Total Amount Not to Exceed</b>	\$106,407.78
OR		
	Lump Sum	
	<b>Total Amount Not to Exceed</b>	_____

Estimated Construction Cost: \$ \_\_\_\_\_ (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

**NOTES:**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT B-1**

**DESIGN PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager			
Senior Project Engineer	93	\$62.00	\$5,766.00
Senior Project Architect			
Project Engineer			
Project Architect			
Senior Engineer	124	\$46.00	\$5,704.00
Senior Architect			
Engineer	408	\$36.00	\$14,688.00
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician			
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical			
<b>Total</b>	625 (hours)	\$41.85 (average)	\$26,158.00 (total direct salary costs) (ATTACHMENT B)

\*Classifications may be adjusted as per Consultant's work force.

**ATTACHMENT C**

**CONSTRUCTION PHASE SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging <sup>2,3</sup>	_____
Meals/Per Diem <sup>2,3</sup>	_____
Transportation <sup>2</sup>	_____
Materials & Supplies	_____
Printing	_____
CADD time <sup>4</sup>	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> <sup>5</sup>	_____
5. <u>Outside Services</u>	_____
Cost Plus Fixed Payment	
<b>Total Amount Not to Exceed</b>	<b>\$</b> _____

Estimated Number of Calendar Days: \_\_\_\_\_

Estimated Days of On-Site Resident Engineer Services: \_\_\_\_\_

**NOTES:**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT C-1**

**CONSTRUCTION PHASE SERVICES**

ESTIMATE OF SALARY EXPENSES

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Resident Engineer	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<b>Total</b>	_____	_____	_____
	(hours)	(average)	\$ (total direct salary costs) (ATTACHMENT C)

\*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT D

**PLANNING AND SPECIAL SERVICES**

ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging <sup>2,3</sup>	_____
Meals/Per Diem <sup>2,3</sup>	_____
Transportation <sup>2</sup>	_____
Materials & Supplies	_____
Printing	_____
CADD time <sup>4</sup>	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> <sup>5</sup>	_____
5. <u>Outside Services</u>	_____
	Cost Plus Fixed Payment
	<b>Total Amount Not to Exceed \$</b> _____
OR	
	Lump Sum
	<b>Total Amount Not to Exceed \$</b> _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT D-1**

**PLANNING AND SPECIAL SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<b>Total</b>	_____	_____	_____
	(hours)	(average)	\$ (total direct salary costs) (ATTACHMENT D)

\*Classifications may be adjusted as per Consultant's work force.

## ATTACHMENT E

### **ENGINEERING REPORT (General Guidance)**

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.



Illinois Department of Transportation

Resident Engineer's Diary

Airport: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

IL Project No.: \_\_\_\_\_ AIP Project \_\_\_\_\_

Temperature \_\_\_\_\_ °F Wind: \_\_\_\_\_ Weather Conditions: \_\_\_\_\_

Status:  Active  Suspended Jobsite Conditions:  Workable  Non-workable

Controlling Item: \_\_\_\_\_

Workforce

Consultant (# of people, hours): \_\_\_\_\_

Contractor (# of people, equipment, hours):

[Empty box for contractor workforce details]

Daily Work

Pay items / General Location:

[Empty box for pay items and general location]

Instructions to Contractor / Unusual Events:

[Empty box for instructions to contractor and unusual events]

Verbal Approvals (official & item): \_\_\_\_\_

Additional Work (change order, etc.): \_\_\_\_\_

Official Visitors: \_\_\_\_\_

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

[Empty box for materials deliveries and testing]

Other:

[Empty box for other notes]

Calendar Days: \_\_\_\_\_ Awarded  
\_\_\_\_\_ Charged  
\_\_\_\_\_ Remaining

DBE Onsite? (yes or no)  
Own forces used? (yes or no)  
Own equipment used? (yes or no)

Submitted \_\_\_\_\_ Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G**

**COST PLUS FIXED PAYMENT INVOICE (Standard Format)**

To: \_\_\_\_\_, Chief Engineer  
Illinois Department of Transportation  
Division of Aeronautics  
Abraham Lincoln Capital Airport  
1 Langhorne Bond Drive  
Springfield, IL 62707-8415

From (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Invoice # \_\_\_\_\_ Date: \_\_\_\_\_  
[ ] Partial [ ] Final

Attn: \_\_\_\_\_, Section Chief

Airport: \_\_\_\_\_ Municipality: \_\_\_\_\_, IL  
Illinois Project No. \_\_\_\_\_ Federal Project No. \_\_\_\_\_  
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): \_\_\_\_\_  
Per A/E Agreement/Amendment dated: \_\_\_\_\_

**Services (Check only those services pertaining to invoice):**

- Preliminary Assessment and Schematic Design Phase
- Design Phase
- Construction Phase
- Planning and Special Services
- Other ( )
- Amendment(s)

**Service Dates:** For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

<u>Period</u>	<u>To Date</u>	<u>Billing</u>
(1) Direct Salaries .....	\$ _____	\$ _____
Include all information per ATTACHMENT I (EFFORT DETAIL BREAKDOWN)		
(2) Labor and General and Administrative Overhead ( _____ %)	\$ _____	\$ _____
(3) Direct Non-Salary Expenses (OT Premium) .....	\$ _____	\$ _____
Support documentation must accompany all payment requests of direct non-salary expenses.		
(4) Profit – (Fixed Payment \$ _____ x _____ % Complete) .....	\$ _____	\$ _____
(5) SUBTOTAL (1) – (4) .....	\$ _____	\$ _____
(6) Outside Services .....	\$ _____	\$ _____
 TOTAL AMOUNT EARNED TO DATE: (5) + (6) .....	 \$ _____	
Maximum Payable (per Engineering Agreement) .....	\$ _____	
Estimated total cost to complete project (for billings after 50%) .....	\$ _____	
Less Total Amount(s) Previously Invoiced .....	\$ _____	
<b>PAYMENT DUE THIS INVOICE</b> .....		<b>\$ _____</b>

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: \_\_\_\_\_  
Printed Name and Title

Department Approval  
By: \_\_\_\_\_  
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

**ATTACHMENT H**

**LUMP SUM INVOICE (Standard Format)**

To: \_\_\_\_\_, Chief Engineer  
Illinois Department of Transportation  
Division of Aeronautics  
Abraham Lincoln Capital Airport  
1 Langhorne Bond Drive  
Springfield, IL 62707-8415

From (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Invoice # \_\_\_\_\_ Date: \_\_\_\_\_  
[ ] Partial [ ] Final

Attn: \_\_\_\_\_, Section Chief

---

Airport: \_\_\_\_\_ Municipality: \_\_\_\_\_, IL  
Illinois Project No. \_\_\_\_\_ Federal Project No. \_\_\_\_\_  
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): \_\_\_\_\_  
Per A/E Agreement/Amendment dated: \_\_\_\_\_

**Services (Check only those services pertaining to invoice):**

- |  |  |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase                                      | <input type="checkbox"/> Other ( _____ )               |
| <input type="checkbox"/> Construction Phase                                | <input type="checkbox"/> Amendment(s)                  |

**Service Dates:**

For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) \$ \_\_\_\_\_
- (2) Percent of Work Complete: \_\_\_\_\_ %
- (3) Fee Earned to Date: (LS \$ \_\_\_\_\_ x \_\_\_\_\_ % Complete) \$ \_\_\_\_\_
- (4) Less Total Amount(s) Previously Invoiced \$ \_\_\_\_\_
- (5) PAYMENT DUE THIS INVOICE \$ \_\_\_\_\_

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: \_\_\_\_\_  
Printed Name and Title

---

Department Approval

By: \_\_\_\_\_  
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.



## ATTACHMENT J

### TESTING SCHEDULE

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	3
ASTM D 2217	
ASTM D 422 Combined Sieve and Hydrometer	3
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	3
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	24
ASTM D 1586, Standard Test Method for SPT and Split-Barrel Sampling of Soils	24
ASTM D 2113, Soil Borings	6
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	3
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.



ATTACHMENT L (Optional)

**SUMMARY OF PAYROLL BURDEN AND FIXED COSTS**

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	_____
State Unemployment Compensation	_____
Federal Unemployment Compensation	_____
Workmen's Compensation Insurance	_____
Paid Holidays, Vacation, Sick Leave	_____
Bonus	_____
Pension	_____
Group Insurance	_____
<b>TOTAL PAYROLL BURDEN &amp; FRINGE COSTS</b>	_____ <b>%</b>

**NOTE:**

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

**ATTACHMENT M (Required)**

**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

	<u>% of Direct Productive Payroll</u>
Taxes except Federal Income	
Business Insurance, except key-man insurance, insurance including accident, liability and valuable papers	2.59%
Depreciation and amortization	
Administrative, unassignable staff time, recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	105.51%
Reproduction and printing costs	
Office Supplies	
Computer Costs	
Professional services including specialists, legal, auditing, etc.	
Employees travel expenses not assigned to clients and excluding costs outside Illinois	
Telephone, Telegraph and Postage	
Recruiting and relocating expense	
Training and educational non-salary expenses	
Fees, licenses, dues, publications (technical and professional)	
Utilities and maintenance	
Business space rent	17.76%
Rental of Equipment	
Miscellaneous Expense	16.55%
Fringe Benefits	72.88%
<hr/>	
TOTAL OVERHEAD	<u>215.29%</u>

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

**ATTACHMENT N**

**PROJECT CERTIFICATION**

Airport: \_\_\_\_\_ Letting Date: June 15, 2018  
IL Project No.: TIP-4579  
Federal Project No.: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
Project Description: Reconstruct and Realignment of Taxiway E at the west end intersection with Runway 9-27

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

- 1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ). Selection Date (Required): July 9, 2013 Copy of Retainer attached (ATTACHMENT U).
- 2. Project is clearly delineated on the currently approved Airport Layout Plan. Approval Date (Required): August 17, 2015.
- 3. Project is environmentally cleared.  CatEx  EA  EIS  FONSI  
Approval Date (Required): \_\_\_\_\_.
- 4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.  
 Yes  No.
- 5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design.  Yes  No.  
Approval Date of MOS (If applicable): \_\_\_\_\_.
- 6. The design conforms to the approved project scope.  Yes  No.
- 7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).  Yes  No.
- 8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.  
 Yes  No.

Date \_\_\_\_\_ By: \_\_\_\_\_  
Design Engineer (Consultant)

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Project Engineer (Consultant)

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Department Design Engineer

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Engineer of Design

**ATTACHMENT O**

**DBE FINAL DOCUMENTATION**



**Prime Consultant**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

**Subject**

Airport \_\_\_\_\_  
Illinois Project \_\_\_\_\_  
Federal Project No \_\_\_\_\_

**DBE Subconsultant**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

**Contract Amounts**

Consultant Contract Amount \_\_\_\_\_  
DBE Contract Amount \_\_\_\_\_  
DBE Participation (%) \_\_\_\_\_

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.			
3.			
4.			
5.			
6.			
<b>Totals</b>			

DBE Contract amount has been met or exceeded [  ] Yes [  ] No (*check one*).

DBE Contract amount not met – Shortfall \$ \_\_\_\_\_ (*documentation explaining shortfall attached*).

**Prime Consultant**

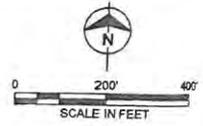
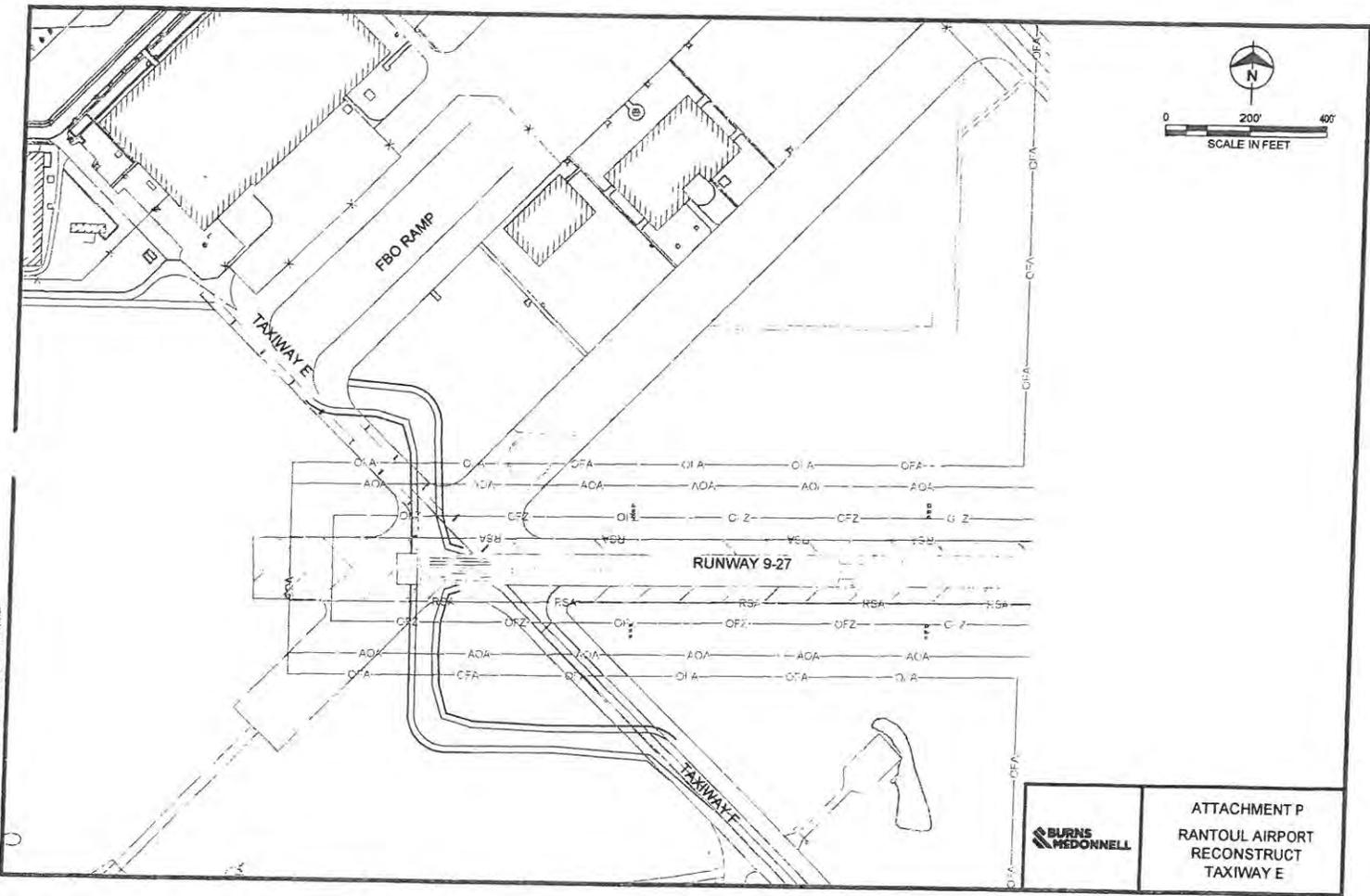
**DBE Subconsultant**

Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

ATTACHMENT P  
PROJECT SKETCH

COPYRIGHT © 2014 BURNS & MCDONNELL ENGINEERING COMPANY, INC.



	<p>ATTACHMENT P RANTOUL AIRPORT RECONSTRUCT TAXIWAY E</p>
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ATTACHMENT Q

PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS  
2018 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

22 Week Project Development Timeline (154 Calendar Days)		IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
START (0%)	35%			
Pre-design Meeting Target Date	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA	
18-Nov-2016	13-Jan-2017	24-Mar-2017	21-Apr-2017	25-Aug-2017
06-Jan-2017	03-Mar-2017	12-May-2017	09-Jun-2017	13-Oct-2017
24-Feb-2017	21-Apr-2017	30-Jun-2017	28-Jul-2017	01-May-2018
21-Apr-2017	16-Jun-2017	25-Aug-2017	22-Sep-2017	01-May-2018
23-Jun-2017	18-Aug-2017	27-Oct-2017	24-Nov-2017	01-May-2018
11-Aug-2017	06-Oct-2017	15-Dec-2017	12-Jan-2018	18-May-2018
29-Sep-2017	24-Nov-2017	02-Feb-2018	02-Mar-2018	06-Jul-2018
17-Nov-2017	12-Jan-2018	23-Mar-2018	20-Apr-2018	24-Aug-2018
05-Jan-2018	02-Mar-2018	11-May-2018	08-Jun-2018	12-Oct-2018
23-Feb-2018	20-Apr-2018	29-Jun-2018	27-Jul-2018	01-May-2019

\*Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

ATTACHMENT R

OP&P PROGRAM LETTER



# Illinois Department of Transportation

Office of Planning and Programming  
2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 17, 2016

Mr. Carson Vericker  
Airport Manager  
Rantoul National Aviation Center  
6 Aviation Center Drive  
Rantoul IL 61866

Mr. Vericker,

For Fiscal Year 2017, the Illinois Department of Transportation's Proposed Airport Improvement Program includes projects at airports throughout the state to ensure continued safe and efficient operations at these facilities as well as maximizing opportunities for economic development in Illinois.

The following federally funded project(s) for your airport have been selected based on requests made to this office and are included in the Federal Fiscal Year (FFY) 2017 Proposed Airport Improvement Program. This program is based on federal funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports as well as maximum of \$150,000 entitlement funds for non-primary airports. The federal legislation calls for a maximum 90% federal match. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects will require a minimum 10% local match.

This program is dependent on receipt of FFY 2017 federal grant funds and legislative authorization of state funding appropriations and release of funds by the Governor's office.

The Illinois Department of Transportation and the Airport Sponsor agree to participate in the above defined amounts in accordance with the percentages shown. In addition, the Airport Sponsor shall pay such additional project costs, which exceed the sum of the Department's funds and the Federal funds. In the event the Illinois General Assembly fails to appropriate funds or sufficient funds are otherwise not made available for these Projects, the Airport Sponsor will be required to pay the State and local costs as itemized below, including any amounts which exceed the totals listed.

The projects included in the program were selected from the many projects that were submitted as the result of the fall 2015 Transportation Improvement Program (TIP) meetings. Federal, state and local priorities weighed heavily in the selection process.

The Illinois Department of Transportation, Office of Planning and Programming has programmed the following projects to be included in the FFY 2017 Proposed Airport Improvement Program for your airport.

The project "**Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27**" will be funded as follows:

FFY-2017 Non-Primary Entitlement Funds	\$148,500
FFY-2017 Federal Non-Primary Discretionary Funds	\$748,890
State Match	\$49,855
<u>Local Match</u>	<u>\$49,855</u>
Total Cost	\$997,100

**This project is seeking Federal Non-Primary Discretionary Funds from the Federal Aviation Administration (FAA) and as such the project is not guaranteed**

---

The Office of Intermodal Project Implementation (Aeronautics) maintains a letting schedule for construction projects that needs to be strictly followed to ensure that projects are advertised and brought to letting in an organized manner within the fiscal year in which they are programmed. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure that professional services effort is eligible for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project(s) prior to any professional services costs being incurred. This should take place as soon as possible, but definitely prior to the project initiation/pre-design meeting. The Office of Intermodal Project Implementation (Aeronautics) will assist in guiding you through that process and the initial development and review of fees.

The projects contained in this letter are officially programmed for development. This letter herewith constitutes the official "**Notice to Proceed**" for these projects. It is now the airport sponsor's responsibility to initiate the professional services phase of the project for your specific project type (planning development, equipment procurement, T-Hangar development, land acquisition or design plans and specifications development).

This is accomplished by contacting the Office of Intermodal Project Implementation (Aeronautics), either directly or through your consultant, to schedule a project initiation meeting. Where construction projects are programmed, you should contact the Office of Intermodal Project Implementation (Aeronautics) design engineer for your airport to initiate a pre-design meeting.

Mr. Carson Vericker  
June 17, 2016  
Page Three

Your Aeronautics Design Engineer is Alan Mlacnik, P.E. and he may be reached at 217-785-4884 to initiate this reimbursement project. Please initiate your project within one year of the date on this letter.

If you have any questions concerning this letter, please contact BJ Murray at 217-782-4118.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Carmitchel". The signature is written in a cursive style with a long, sweeping flourish at the end.

Bruce Carmitchel.  
Bureau Chief of Planning

ATTACHMENT S

CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /  
ADMINISTRATIVE EXPENSE RATE LETTER



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 6, 2017

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Tom McCay  
BURNS & MC DONNELL ENGINEERING, INC  
200 W Adams St.  
1600  
Chicago, IL 60515

Dear Tom McCay,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be \$48,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 215.29% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2017. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

**SEFC PREQUALIFICATIONS FOR BURNS & MC DONNELL ENGINEERING,  
INC**

<b>CATEGORY</b>	<b>STATUS</b>
Special Services - Sanitary	X
Special Studies - Location Drainage	X
Airports - Design	X
Special Services - Mechanical	X
Environmental Reports - Environmental Impact Statement	X
Special Services - Landscape Architecture	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Construction Inspection	X
Structures - Highway: Typical	X
Structures - Railroad	X
Special Services - Electrical Engineering	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Transportation Studies - Railway Engineering	X
Airports - Construction Inspection	X
Structures - Highway: Advanced Typical	X
Hydraulic Reports - Pump Stations	X
Structures - Highway: Simple	X
Structures - Moveable	X
Structures: Major River Bridges	X
Special Studies - Safety	X
Special Studies - Traffic Signals	X
Airports - Planning & Special Services	X
Structures - Highway: Complex	X
Highways - Freeways	X
Special Studies - Feasibility	X
Highways - Roads and Streets	X
Special Studies - Traffic Studies	X
Environmental Reports - Environmental Assessment	X
Location Design Studies - Rehabilitation	X
Special Studies - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X

Hydraulic Reports - Waterways: Complex	X
--	---

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS



ATTACHMENT U  
RETAINER AGREEMENT

Agreement for Engineering Services  
(RETAINER AGREEMENT)

THIS AGREEMENT, made at Rantoul, Illinois, this 9<sup>th</sup> day of July, 2013 in the year 2013, by and between the Village of Rantoul (hereinafter referred to as the "Owner"), as Party of the First Part, and Burns & McDonnell Engineering Co., Inc. (hereinafter referred to as the "Engineer"), as Party of the Second Part.

W I T N E S S E T H :

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of a public air navigation facility known as the Rantoul National Aviation Center, located at Latitude 40°17'36.80", Longitude 88°08'32.60", in Champaign County, State of Illinois; and

WHEREAS, the development program shall be described as:

1. Rehabilitate FBO Ramp and Taxiway E – Design and Construct a 2" asphalt mill and overlay, isolated full depth patches, joint and crack sealing and pavement marking to extend the service life of the FBO ramp and Taxiway E pavement.
2. PAPI Wiring Modifications – Rewire PAPI's to be radio controlled on the Common Traffic Advisory Frequency.
3. Runway 9-27 and 18-36 Pavement Repairs - Crack and joint cleaning and sealing as well as reconstruction of localized areas of Runway 9-27 and Runway 18-36 that have settled or heaved, creating low spots and bumps. Total area is approximately 600 SY.
4. Reconstruction of Taxiway E - Re-construct and re-align Taxiway E at the west end intersection with Runway 9-27 to improve the pavement condition and durability and bring the pavement geometry into conformance with the FAA standards.
5. Construct Perimeter Security Fence (Phase 3) - Construct approximately 3,150 ft of new fence around the apron to prevent wildlife access and control human access to the airfield.
6. Southwest Perimeter Fence (Phase 4) - Design and construct approximately 3,500 ft of security fence in SW quadrant to prevent wildlife access and control human access to the airfield.
7. Drainage Study (Phase 2) - Airfield Drainage Study
8. Rehabilitate Hangar 4 (Grissom Hall) - Design and construct rehabilitation of

- existing Hangar 4 (Grissom Hall) structures, including asbestos and lead based paint abatement.
9. Self Service Fueling Equipment - Install self-service fueling equipment to improve FBO efficiency and reduce service wait times.
  10. Rehabilitate Runway 18/36 Pavement and Electrical System - Rehabilitate Runway 18/36 Pavement and Electrical System.
  11. Land acquisition related services.
  12. Obstruction removal of trees/power lines, etc.
  13. Demolition of buildings.
  14. Overlaying, lighting, marking and grooving (when appropriate) of runways, taxiways, aprons and tie-down areas, roads, parking lots, including grading and drainage.
  15. Extending, widening, constructing, lighting and marking of runways, taxiways and aprons, airport access roads and parking lots, T-Hangar areas, runway safety areas, and primary surfaces, including grading, drainage, stabilized shoulders and friction treatment.
  16. ALP (Obstruction survey, updates and revisions to the plan).
  17. Construction of new Taxiways and Aprons.
  18. Noise Mitigation Improvements
  19. Additional on-airport road relocations or road vacations.
  20. Airport drainage studies; major drainage improvements including possible relocation/restructuring of airport drainage ditches as well as detention/retention ponds.
  21. Fencing projects.
  22. Relocation and/or design of NAVAIDS and related components.
  23. Preparation and update of Exhibit "A".
  24. Installation or rehabilitation of airport lighting.
  25. Related preparation of environmental assessments.
  26. Preparation of project pre-applications/applications and Transportation Improvement Program (T.I.P.) sheets.
  27. Appraisal and easement/survey plat preparations.
  28. Assistance with the acquisition of maintenance or snow removal equipment including equipment storage building.
  29. Terminal building/hangar construction including site development.

30. Extension of municipal utilities to airport development areas.
31. Airport hazard zoning.
32. Wetland delineation/investigation including preparation of mitigation plans and permits.
33. Design and construction for any airfield signage compliance requirements.
34. Storm water runoff permits and control plans.
35. Utility line installations, burials and relocations.
36. Rehabilitation of runways and taxiway pavements.

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development program.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Engineer agrees to furnish and perform the various professional engineering services, upon request, for the preparation of the above referenced development program as follows:

A. The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the scope of work covered by the agreement.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the scope of work covered by this agreement.
3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.

4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.
- B. The Preliminary Phase
1. Office Engineering
    - a. Provide the Owner when requested, all elements required for the Application for Federal Assistance ready for the signatures of the Owner and submittal to the Division.
    - b. Preparation of elementary sketches and supplementary sketches required achieving State and/or Federal budgeting.
- C. The Design Phase
1. Upon completion of the programming and budgeting of all or any part of the scope of work covered by this agreement, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary, Design, Special Services, and Construction Phases of the specific project.

## II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on an approved Engineering Agreement.
- B. The Owner by a written thirty (30) day notice may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. Engineering documentation delivered to Owner by Engineer under this agreement are not intended or represented to be suitable for reuse by Owner or

others other than for the specific purpose intended. Any such reuse by Owner shall be at Owner's sole risk and without liability or legal exposure to Engineer.

### III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use. Engineering documentation delivered to Owner by Engineer under this agreement are not intended or represented to be suitable for reuse by Owner or others other than for the specific purpose intended. Any such reuse by Owner shall be at Owner's sole risk and without liability or legal exposure to Engineer.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the scope of work under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.
- D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the scope of work.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and

transcriptions, with reasonable notice to Engineer, for a period of 3 years after the acceptance of the completed project(s).

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
  - 1. The Engineer shall comply with the Regulations relative to Nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - 2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - 4. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access

to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of the Engineer's noncompliance with the non-discrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to –
  - (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- C. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rantoul,  
Illinois, this 9th day of July, 2013.

ATTEST :



BY [Signature]  
Village Clerk  
Title

VILLAGE OF RANTOUL, IL

Party of the First Part

BY [Signature]  
PRESIDENT  
Title

ATTEST:

(SEAL)

BURNS & MCDONNELL  
ENGINEERING COMPANY, INC.

Party of the Second Part

BY [Signature]  
Asst Secretary  
Title

110040-01  
Illinois Human Rights Number

BY [Signature]  
V. P.  
Title

43-0956142  
Federal Employer's  
Identification Number (F.E.I.N.)



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Change Order #1 to Improve the Cover at the Municipal Landfill - Cross Construction Inc.</b>	<b>DEPARTMENT: Public Works</b>
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<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> \$56,613.51 – Approved Contract Amount <u>+\$10,991.64 – Change Order #1</u> \$67,606.15 – Final Contract Amount -\$62,213.51 – Approved Contract Amount with <u>Contingency (5%)</u> <b>\$5,391.64 – Total Additional Funding Request</b>
------------------------	---

<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> <b>OTHER</b> (See Summary Highlights) <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: December 19, 2017</b>
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**SUMMARY HIGHLIGHTS:**

This Agenda Item provides for Change Order #1 (final) in the enhancement of the former Rantoul landfill’s cover. This project provided for the installation of approximately 8,400 square feet of geosynthetic clay liner and 1,150 square yards of cover material to address areas of minimal coverage and vegetation. This work was advertised in November 2016 and a contract with Cross Construction, Inc. in the amount of \$56,613.51 was awarded in December 2016.

Once the initial efforts were completed, additional grading and repairs were required in a secondary wet area. These additional efforts totaled \$10,991.64 of material & labor and exceeded the project’s \$5,600.00 contingency fund by \$5,391.64. All known repair areas have now been addressed (graded and seeded).

In the spring, the Village will meet with the Illinois Environmental Protection Agency (IEPA) to evaluate whether these efforts will allow the former landfill to achieve closure status. Achieving this designation will reduce the sampling and major repair requirements of the site. Funding for this project is through the PW account of 604-1175-430.75-20.

**RECOMMENDED ACTION:** Authorize the approval of Change Order #1 (final) in the amount of \$10,991.64 and the allocation of \$5,391.64 to fully fund the excavation & repair of the cover at the municipal landfill.

<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> 
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**AGENDA PAGE NUMBER:**



December 13, 2017

Mr. Greg Hazel  
Director of Public Works  
Village of Rantoul Public Works  
200 West Grove Avenue  
Rantoul, Illinois 61866

Re: Municipal Landfill Cover Improvements  
Pay Estimate No. 2

Dear Mr. Hazel:

This letter is in regards to Pay Estimate No. 2 for the subject project submitted by Cross Construction, Inc. on November 16, 2017. The following documents were submitted as part of the Pay Estimate:

1. Application and Certification for Payment;
2. Cross Construction, Inc. Partial Waiver of Lien; and
3. Cross Construction, Inc. Final Waiver of Lien.

Burns & McDonnell has reviewed the above mentioned documents for their content and completeness. Based on that review, Burns & McDonnell recommends that the Village of Rantoul approve payment of Pay Estimate No. 2 in the amount of \$16,652.99 to Cross Construction, Inc.

Should you have any questions or require additional information, please feel free to contact me at [mjdunlop@burnsmcd.com](mailto:mjdunlop@burnsmcd.com) or (630) 391-3396.

Sincerely,  
Burns & McDonnell

A handwritten signature in black ink that reads "Matthew Dunlop".

Matthew Dunlop  
Resident Engineer

Attachment

Cc: Steve Crede; Burns & McDonnell

# APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER: Village of Rantoul  
 333 S. Tanner St.  
 Rantoul, IL 61855

FROM CONTRACTOR: Cross Construction, Inc.  
 3615 N. Countryview Road  
 Urbana, IL 61802

PROJECT: Landfill Cover Project

APPLICATION NO: TWO/FINAL

PERIOD TO: October 31, 2017

VIA ARCHITECT: Burns & McDonnell  
 1431 Opus Place, Suite 400  
 Downers Grove, IL 60515

PROJECT NOS: BMCD No. 92261

CONTRACT FOR: Landfill Cover

CONTRACT DATE: Feb. 27, 2017

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 56,613.51
- Net change by Change Orders \$ 10,991.64
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 67,605.15
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 67,605.15
- RETAINAGE:
  - 0 % of Completed Work (Column D + E on G703) \$ 0.00
  - % of Stored Material (Column F on G703) \$ 67,605.15
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 50,952.16
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 16,652.99
- CURRENT PAYMENT DUE (Line 3 less Line 6) \$ 0.00

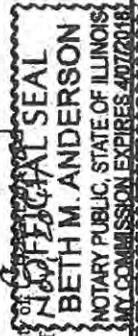
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$10,991.64	
TOTALS	\$10,991.64	\$0.00
NET CHANGES by Change Order	\$10,991.64	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 10/19/2017

State of ILLINOIS  
 County of Cook  
 Subscribed and sworn to before me this 14th day of November 2017  
 Notary Public: Beth M. Anderson  
 My Commission expires: 04/07/18



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 16,652.99

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
 By:  Date: 12-13-17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: TWO/FINAL

Contractor's signed certification is attached.

APPLICATION DATE: 31-Oct-17

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 31-Oct-17

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: BMCD No. 92261

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
001	GEOSYNTHETIC CLAY LINER	\$28,346.42	\$28,346.42	-	-		28,346.42	100.00%	
002	COVER MATERIAL	\$11,912.83	\$11,912.83	-	-		11,912.83	100.00%	
003	SEEDING	\$7,025.03	\$7,025.03	-	-		7,025.03	100.00%	
004	MOBILIZATION	\$3,600.33	\$3,600.33	-	-		3,600.33	100.00%	
005	LANDSCAPING & RESTORAL	\$5,728.90	\$5,728.90	-	-		5,728.90	100.00%	
006	REMEDICATION OF WET AREA	\$10,991.64	\$10,991.64	10,991.64	-		10,991.64	100.00%	
	<b>GRAND TOTALS</b>	\$67,605.15	\$56,613.51	\$10,991.64	\$0.00	\$67,605.15	\$0.00	100.00%	

**WAIVER OF LIEN-PARTIAL**

**STATE OF ILLINOIS  
COUNTY OF CHAMPAIGN**

To All Whom It May Concern:

WHEREAS, the undersigned, Cross Construction, Inc.

has been employed by Village of Rantoul

to furnish Labor/Materials for the building or premises known as:

Owner: Village of Rantoul  
Project: Landfill Cover Project  
City: Rantoul  
County: Champaign  
State: Illinois

NOW, THEREFORE, the undersigned, for and in consideration of the sum of

Sixteen Thousand Six Hundred Fifty-Two and 99/100 Dollars \$ 16,652.99

and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release any and all lien, or claim of or right to lien, on said above described building and premises under the Statutes of the State of Illinois relating to Mechanic's Liens, on account of labor or materials, or both, furnished to the extent of this payment only.

Owner: Village of Rantoul  
for said building or premises.

Dated this 14th day of November, 2017

COMPANY: Cross Construction, Inc.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

This waiver of lien is conditional upon our receipt of payment in full and the check(s) clearing the bank.



REFERENCE

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE ____ OF ____
<b>ITEM: Contract to Improve Cover at the Municipal Landfill - Cross Construction Inc.</b>	<b>DEPARTMENT: Public Works</b>	
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$56,613.51 - Base Bid</b> <b>\$5,600.00 - Contingency</b> <b>\$62,213.51 - Total</b>	
<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: November 29, 2016</b>	
<b>SUMMARY HIGHLIGHTS:</b> <p>This Agenda Item provides for the enhancement the former Rantoul landfill's cover. This project provides for the furnishing and installing approximately 8,400 square feet of geosynthetic clay liner and 1,150 square yards of cover material. The area would be graded to ensure appropriate drainage and allow for vegetation growth.</p> <p>The Village has been working with the Illinois Environmental Protection Agency (IEPA) on the post closure process of the former Rantoul landfill. Currently, the Village performs the general site maintenance (mowing, brush removal, etc.), quarterly sampling, and conducts an annual IEPA site review. Areas identified through these inspections have been addressed by installing additional gas vents, material, grading, and seeding. The current location is in the northwest corner of the site and requires more extensive work. Once completed and the cover re-established, an IEPA walk through will be conducted and final closure for the Village is anticipated. This will reduce the sampling requirements, ensure the cover is properly secure, and maintenance needs will be reduced.</p> <p>This project was advertised and bids were received on November 28, 2016. Cross Construction, Inc. provided the lowest apparent bid in the amount of \$56,613.51. A copy of the bid tabulation and the engineer's recommendation are attached for reference.</p> <p>It is recommended that the bid be awarded and a contingency fund in the amount of \$5,600.00 (10.0%) be provided. The contingency funds would address any variance in excavation/repair quantities or unforeseen conditions.</p>		
<b>RECOMMENDED ACTION:</b> Authorize the award of a contract with Cross Construction in the amount of \$56,613.51 with a contingency fund in the amount of \$5,600.00 (10.0%) which would address any variance in excavation/repair quantities or unforeseen conditions to improve the cover at the municipal landfill.		
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b>	
<b>AGENDA PAGE NUMBER:</b>		

BID OPENING - NOVEMBER 28, 2016 - 2:00pm  
 COVER IMPROVEMENTS TO VILLAGE OF RANTOUL MUNICIPAL LANDFILL

ENGR. COST OPINION = \$79,200.00

Name	Company Name	City	Bid Price
Dexter Davis	Buddy's Grounds Maint., Inc.	Normal, IL	
Leah	Construct Connect	Cincinnati, OH	
Justin	Cross Construction	Urbana, IL	56,613.51
Elizabeth Rivera	Deltek	Herndon, VA	
John Falcone	Enviroidnet.com	Port Charlotte, FL	
J. Steve Blair	Feutz Contractors, Inc.	Paris, IL	145,500.00
Julia Polston	HIS Constructors, Inc.	Indianapolis, IN	
Barry Harvey	IMCO Precast, LLC	Winchester, IL	
Lisa Goertz	JS Riemer, Inc.	Elgin, IL	
Harry Martin	Martin Bros. Logistics, LLC	Rantoul, IL	
Todd Modglin	Mid Illinois Concrete	Urbana, IL	
Erin Burns	MidAmerica Liner	Springfield, MO	
John Thomas	Misfits Construction Company	Chicago, IL	
Source Mgmt.	Onvia, Inc.	Seattle, WA	
Dan McVey	The Blue Book	Jefferson Valley, NY	
Mike Famiglietti	V3 Construction Group, Ltd.	Woodridge, IL	

Nov. 28, 2016 - BID OPENING 2:00pm

ATTENDANCE

LANDFILL REPAIR

Greg Hazel RANTOUL 217-892-6526 g-hazel@myrantoul.com

Matt Dunlop BMcD 630-391-3396 mjdunlop@burnsmcd.com

JUSTIN BATES CROSS 217-367-3526

justin@crossconstruction.com

Pete Passarelli Rantoul 217 811-3780 ppassare@myrantoul.com

DOCUMENT 001116 - INVITATION TO BID

Burns & McDonnell Engineering Company  
1431 Opus Place Suite 400  
Downers Grove, IL 60515

Project Name: Cover Improvements to Village of Rantoul Municipal Landfill  
Village Bid No.  
Project No. 92261  
Date: July 2016

DESCRIPTION OF WORK OF THIS CONTRACT

You are invited to bid on a general contract. The Contract provides for the furnishing and installing of all materials, labor and equipment required for the complete installation of approximately 8,400 square feet of geosynthetic clay liner on the Rantoul municipal landfill. The project includes adding approximately 1,150 square yards of cover material, properly grading the effected slope to allow for drainage, and vegetation restoration.

The project is located in the Village of Rantoul, Champaign County, Illinois 61866.

BID INFORMATION

Bids will be received by the Village of Rantoul (the Owner) until 2:00 p.m., local (central) time, November 28<sup>th</sup>, 2016. Bids received after this time will not be accepted. Bids will be received at the following location:

Village of Rantoul  
333 South Tanner  
Rantoul, IL 61866

Electronic copies of the Bid Documents in Adobe .pdf format may be obtained for bidding purposes from Burns & McDonnell upon deposit of twenty five dollars (\$25.00) for each set of Contract Documents consisting of one Project Manual and one set of Contract Drawings. Paper copies may be obtained upon deposit of fifty dollars (\$50.00) and shipped overnight for a fee of twenty dollars (\$20.00) or using the Bidder's Federal Express account number. Deposits are non-refundable as provided in the Instructions to Bidders. Bid Documents may be obtained at the following Issuing Office:

Burns & McDonnell  
1431 Opus Place, Suite 400  
Downers Grove, IL 60515  
630-724-3200

Bids will be publicly opened and read aloud immediately after time stated above.

ADDITIONAL PROVISIONS

The Bid shall be conditioned upon compliance with all labor related requirements including the regulations and stipulations concerning equal employment opportunity, affirmative action requirements, and prevailing wage rates.

VILLAGE OF RANTOUL  
COVER IMPROVEMENTS TO VILLAGE  
OF RANTOUL MUNICIPAL LANDFILL

001116-1

JULY, 2016

OWNER'S RIGHT TO REJECT

The Owner reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the Owner for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

END OF DOCUMENT 001116



November 29, 2016

Mr. Greg Hazel, P.E.  
Director of Public Works  
Village of Rantoul  
200 West Grove Avenue  
Rantoul, Illinois 61866

Re: Cover Improvements to Village of Rantoul Municipal Landfill Project  
Letter of Recommendation to Award

Dear Mr. Hazel:

This letter is in regard to the Bid Opening that was held for the Cover Improvements to Village of Rantoul Municipal Landfill project at the Village of Rantoul Municipal Building on Monday November 28, 2016 at 2:00 pm. There were two (2) Bids that were received, opened, and publicly read. The Bids were then given to Burns & McDonnell for review of completeness and accuracy.

The project provides for the furnishing and installing of all materials, labor and equipment required for the complete installation of approximately 8,400 square feet of geosynthetic clay liner on the Rantoul municipal landfill. The project includes adding approximately 1,150 square yards of cover material, properly grading the effected slope to allow for drainage, and vegetation restoration.

Based on our review, the apparent low bidder was Cross Construction, Inc. with a Bid Total of \$56,613.51.

A summary of the bid prices submitted is provided in the table below:

CONTRACTOR NAME	BID TOTAL
Feutz Contractors, Inc.	\$ 145,500.00
Cross Construction, Inc.	\$ 56,613.51

The engineer's opinion of probable cost (EOPC) for the project was \$72,000.00.

Based on the information above and our review of all the Bids and accompanying documents, Burns & McDonnell recommends that the Village of Rantoul award the Contract for the Cover Improvements to Village of Rantoul Municipal Landfill project to Cross Construction, Inc. with a Bid Total of \$56,613.51.



Should you have any questions or require additional information, please feel free to contact me at [jdarlington@burnsmcd.com](mailto:jdarlington@burnsmcd.com) or (630) 724-3809.

Sincerely,

A handwritten signature in black ink that reads "Joseph M. Darlington". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Joseph M. Darlington, P.E.  
Civil Engineer

cc: Pete Passarelli, Village of Rantoul  
Randy Patchett, P.E., BMcD  
Claus Dunkelberg, P.E., BMcD

VILLAGE OF RANTOUL  
COVER IMPROVEMENTS TO MUNICIPAL LANDFILL  
CONTRACTOR BID TABULATIONS

PAY ITEM	ITEM	UNIT	TOTAL UNITS	ENGINEER'S OPINION OF PROBABLE COST		FEUTZ CONTRACTORS		CROSS CONSTRUCTION*		BID AVERAGE	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	GEOSYNTHETIC CLAY LINER	L. SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 33,500.00	\$ 33,500.00	\$ 28,346.42	\$ 28,346.42	\$ 30,923.21	\$ 30,923.21
2	COVER MATERIAL	L. SUM	1	\$ 17,000.00	\$ 17,000.00	\$ 78,000.00	\$ 78,000.00	\$ 11,912.83	\$ 11,912.83	\$ 44,956.42	\$ 44,956.42
3	SEEDING	L. SUM	1	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,753.93	\$ 12,753.93	\$ 16,376.97	\$ 16,376.97
4	MOBILIZATION	L. SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 14,000.00	\$ 14,000.00	\$ 3,600.33	\$ 3,600.33	\$ 8,800.17	\$ 8,800.17
<b>PROJECT TOTALS</b>				<b>\$ 72,000.00</b>	<b>\$ 72,000.00</b>	<b>\$ 145,500.00</b>	<b>\$ 145,500.00</b>	<b>\$ 56,613.51</b>	<b>\$ 56,613.51</b>	<b>\$ 101,056.76</b>	<b>\$ 101,056.76</b>

\* Apparent low bidder.





**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> ___ <b>OF</b> ___
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<b>ITEM: Parade Route Resolution (Fourth of July Parade/Celebration)</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	<b>DATE: December 18, 2018</b>

**SUMMARY HIGHLIGHTS:**  
 This Agenda item seeks to comply with the Illinois Department of Transportation (IDOT) Region 3/District 5 requirements regarding State highway closings for community celebrations and parades. In 2017, the general requirements were updated to require individual resolutions and a comprehensive general liability policy for those parades in which State Route #45 or #136 are closed (July 4th Parade). The coverage is to be at least \$1,000,000 per person and \$2,000,000 aggregate and is to include IDOT, its officials, employees, and agents. Event sponsor's policies will need to comply with this IDOT requirement.

For a community event such as RTHS Homecoming, in which the State Route is only being crossed (and as long as police officers are controlling traffic to allow traffic to pass through in a timely manner), no resolution or additional insurance is required.

The requested resolution will be for the following community activity:

1. Village of Rantoul Fourth of July Parade (7/04/2018) – Route #136 from Maplewood Drive to Grove Avenue and then crossing Route #136 at Fredrick Street.

The other scheduled community events crossing a State Route:

1. RTHS Homecoming Parade (9/28/2018) – Crosses Route #45 at Congress Avenue and Route #45 at Grove Avenue.
2. Chamber of Commerce Christmas Parade (12/1/2018) – Crosses Route #45 at Sangamon Avenue.

**RECOMMENDED ACTION:** Authorize the approval of a resolution for the 2018 community celebration (Fourth of July Parade) which requires the temporary closing of State Route #45 and/or State Route #136.

<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> 
--	---

**AGENDA PAGE NUMBER:**



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 5  
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois 61944

ODP-1-D-2  
Champaign County

December 19, 2016

*Rec. 1-3-17*

Mr. Charles Smith  
President, Village of Rantoul  
333 South Tanner Street  
Rantoul, Illinois 61866

Dear Mr. Smith:

Section 4-408 of the Illinois Highway Code authorizes the Department to issue permits to local authorities to temporarily close to traffic any portion of a State highway for any public purpose or for any temporary needs of a local governmental agency, such as parades and local celebrations. District policy requires local agency requests to be processed via a standard resolution form and signed by the mayor or board president, or certified by the village clerk as an official action of the local governmental agency.

The resolution for such events has recently been updated and will now be required for each event. The attached resolution shall be used for any future requests to close a State highway for local celebrations or other planned local agency needs.

The local agency will also be required to provide a copy of a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds, and which protects them from all claims arising from the requested road closing.

Temporary road closures shall not exceed a four (4) hour period. Road closures which will exceed four (4) hours must be requested separately and submitted at least thirty (30) days prior to the event to allow for a more extensive review by the District.

If you have any questions or concerns regarding this matter please contact our Permits Technician, Mr. Josh Lowry, at telephone number 217-466-7231 in Paris, Illinois.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kensil A. Garnett".

Kensil A. Garnett, P.E.  
Region Three Engineer

JCL  
Attachment

ATTACHMENT 6.D  
RESOLUTION

REFERENCE  
-2017-

WHEREAS, the **Rantoul Area Chamber of Commerce** is sponsoring a parade in the **Village of Rantoul** which constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of **Route 136**, a State Highway in the **Village of Rantoul** from **North Maplewood Drive** to **East Grove Avenue** and from **Fredrick Street** to **Wabash Avenue**;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the **Board of Trustees** of the **Village of Rantoul** that permission to close off **Route 136** from **North Maplewood Drive** to **East Grove Avenue** and from **Fredrick Street** to **Wabash Avenue** as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between **9:00 AM** and **12:00 PM** on **July 4, 2017**.

BE IT FURTHER RESOLVED, that the **Rantoul Police Department** assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the **Village of Rantoul** be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the **Village of Rantoul Public Works Department** prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the **Rantoul Area Chamber of Commerce** as may be approved by the Illinois Department of Transportation. These items shall be provided by the **Village of Rantoul Public Works Department**.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the **Rantoul Area Chamber of Commerce** shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents

from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the **Rantoul Area Chamber of Commerce** regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the **Rantoul Area Chamber of Commerce** shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the **Board of Trustees of the Village of Rantoul** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, A.D.

\_\_\_\_\_  
\_\_\_\_\_  
MUNICIPAL CLERK

APPROVED by the \_\_\_\_\_ of the **Village of Rantoul** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, A.D.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
MUNICIPAL CLERK

\_\_\_\_\_  
\_\_\_\_\_  
MAYOR

# Village of Rantoul

Sociability

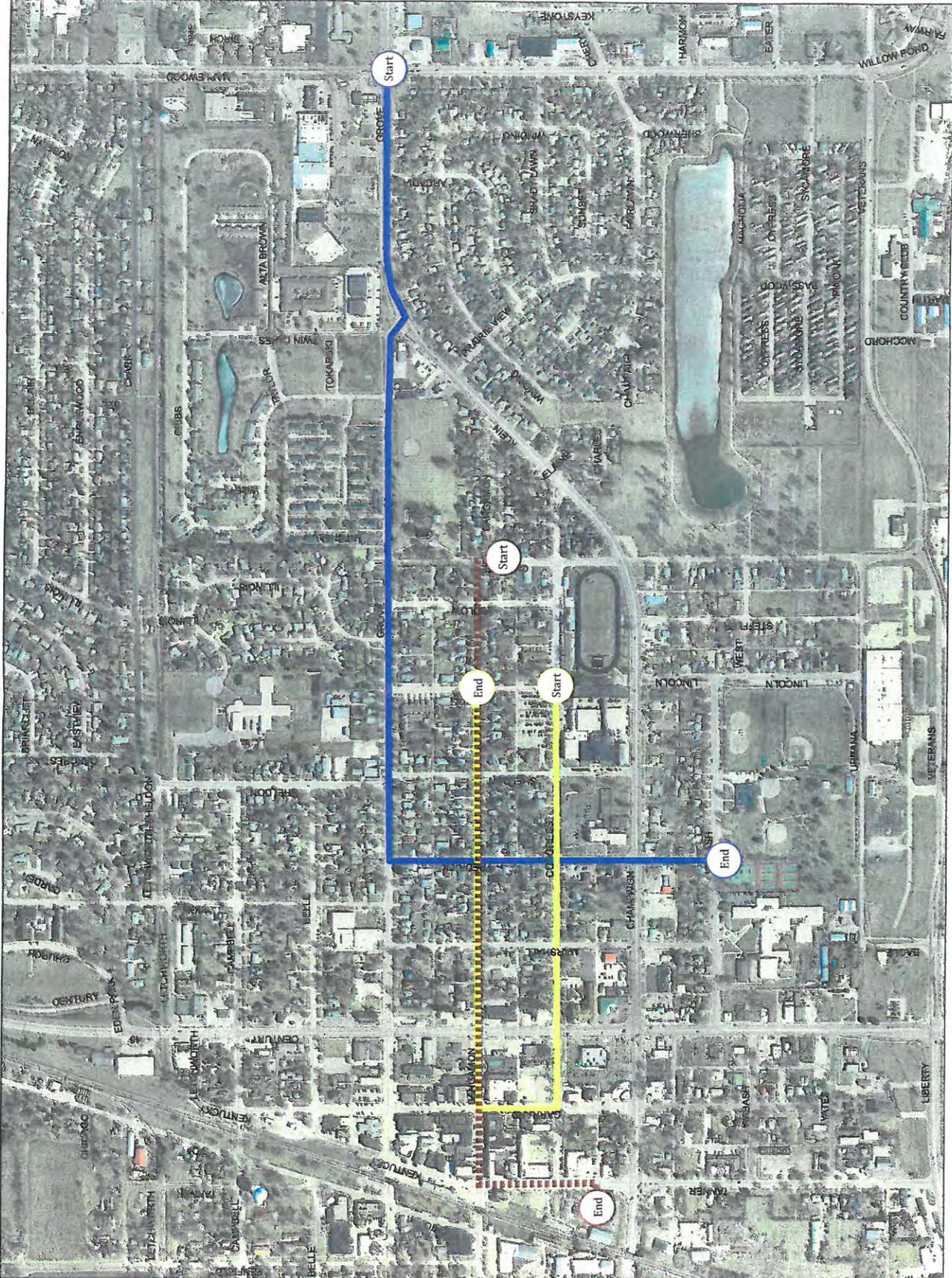
Parade Routes

- 4th of July
- Homecoming
- - - - - Christmas



06/08/2017  
 Village of Rantoul  
 Public Works Dept.  
 200 W. Grove Avenue  
 Rantoul, IL 61866  
 (217) 392-2378

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RESOLUTION NO. 1-18-1248

A RESOLUTION  
REGARDING TEMPORARY CLOSING OF  
STATE RIGHT-OF-WAY FOR A PARADE  
(FOURTH OF JULY)

WHEREAS, the **Rantoul Area Chamber of Commerce** is sponsoring a **parade** in the **Village of Rantoul** which constitutes a public purpose;

WHEREAS, this **parade** will require the temporary closure of **Route 136**, a State Highway in the **Village of Rantoul** from **North Maplewood Drive** to **East Grove Avenue** and from **Frederick Street** to **Wabash Avenue**;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the **Board of Trustees** of the **Village of Rantoul** that permission to close off **Route 136** from **North Maplewood Drive** to **East Grove Avenue** and from **Frederick Street** to **Wabash Avenue** as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between **9:00 AM** and **12:00 PM** on **July 4, 2018**

BE IT FURTHER RESOLVED, that the **Rantoul Police Department** assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the **Village of Rantoul** be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the **Village of Rantoul Public Works Department** prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the **Rantoul Area Chamber of Commerce** as may be approved by the Illinois Department of Transportation. These items shall be provided by the **Village of Rantoul Public Works Department**.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the **Rantoul Area Chamber of Commerce** shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the **Rantoul Area Chamber of Commerce** regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the **Rantoul Area Chamber of Commerce** shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the **Board of Trustees** of the **Village of Rantoul** this 16<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Michael Graham, Municipal Clerk

APPROVED by the **Village President** of the **Village of Rantoul** this 16<sup>th</sup> day of January, 2018.

ATTEST:

\_\_\_\_\_  
Michael Graham  
Municipal Clerk

\_\_\_\_\_  
Charles Smith  
Mayor

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>ITEM: Realtor Agreement with Coldwell Banker Devonshire Realty</b>	<b>DEPARTMENT: Public Works - Airport &amp; EDC</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: January 3, 2018</b>
<p><b>SUMMARY HIGHLIGHTS:</b>  This Agenda item provides for the Village’s renewal of the existing Realtor Listing Agreement with Coldwell Banker Devonshire Realty to market for lease and/or sale of various Airport and Economic Development Conveyance (EDC) properties. The existing agreement extension was approved in March 2017 and will expire in February 2018.</p> <p>The Airport properties listed for lease/and or sale include the following:  Building 26, Building 20 (AT&amp;T 2<sup>nd</sup> Floor), Hangar 1, Hangar 2 and Hangar 3</p> <p>The EDC property listed for lease/and or sale include the following:  Building 68 (Rantoul Business Center)</p> <p>The attached map identifies the various building locations.</p> <p>This agreement will be commission-fee based and will extend through February 28, 2019.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the renewal of the existing Realtor Listing Agreement with Coldwell Banker Devonshire Realty for the marketing for lease and/or sale of various Village Airport and Economic Development Conveyance (EDC) properties.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.  Eric Vences	<b>VILLAGE ADMINISTRATOR:</b> Rick Snider 
<b>AGENDA PAGE NUMBER:</b>	



**COLDWELL BANKER COMMERCIAL  
DEVONSHIRE REALTY**

Mailing Address: P. O. Box 140  
201 W. Springfield, 11<sup>th</sup> Floor  
Champaign, IL 61824-0140  
(217) 352-7712 OFFICE  
(217) 403-3440 FAX  
email: ajt@cbcdr.com

January 3, 2018

Charles Smith  
c/o Eric Vences

Via Email: Eric Vences (EVences@village.rantoul.il.us)

RE: See Exhibit A

The Listing Agreement for the referenced property has expired or will be expiring soon. Please review the following information and if this meets with your approval, please sign and return to our office either by mail, email, or fax. If you have any questions, please do not hesitate to contact me. Thank you for your prompt attention.

**LISTING AGREEMENT EXTENSION AND/OR PRICE/STATUS CHANGE**

I/we the undersigned Owner/Owners of the property described above, listed for sale or lease through Coldwell Banker Commercial Devonshire Realty, do hereby request:

- That the term of said Listing Agreement be extended to and including **February 28, 2019.**
- That the listed price of \_\_\_\_\_ be changed to read \_\_\_\_\_.
- Other Changes **In the event building 43 (601 Galaxy) transfers to buyer, building will be removed from list on 2/28/18 or upon sale.**

I/we specifically agree that these changes shall not invalidate my/our present Listing Agreement except to the extent that those changes stated above be made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY**

  
\_\_\_\_\_  
Broker

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

## Exhibit A

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 43	601 Galaxy Street	20-09-02-300-002	10,600	N/A	Sell	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20 Rantoul Business Center	1 Aviation Center Dr.  601 S. Century Blvd.	Part of 20-09-11-100-001  Part of 20-09-02-300-011	45,530  106,168	1 <sup>st</sup> Floor Leased  Partially Leased	Lease  Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	

**Village of Rantoul**  
 Airport & EDC Properties  
 Coldwell Banker Agreement

**Owner**  
 Airport  
 EDC



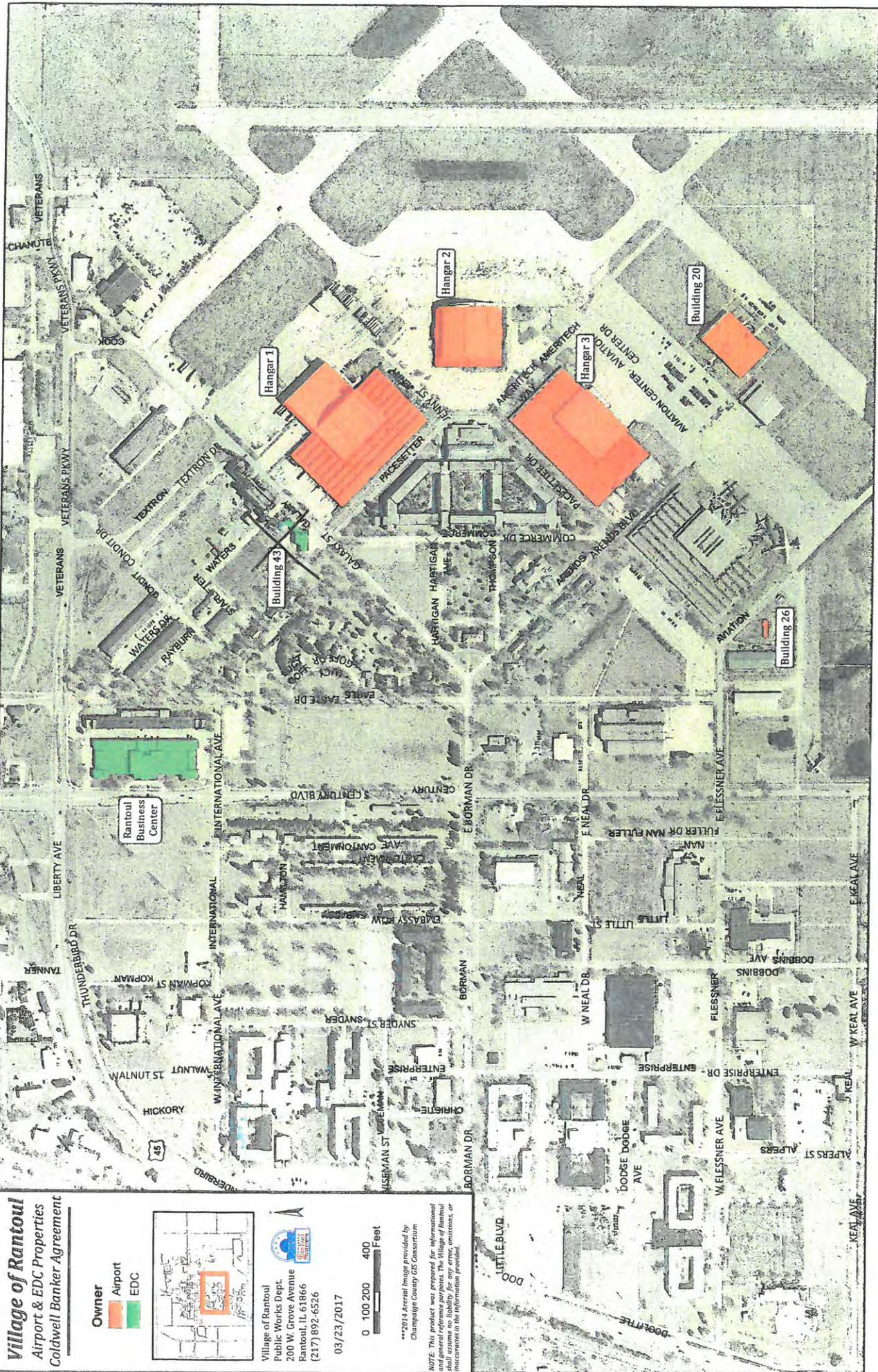
Village of Rantoul  
 Public Works Dept.  
 200 W. Grove Avenue  
 Rantoul, IL 61866  
 (217) 892-6526

03/23/2017

0 100 200 400 Feet

\*\*\*2014 Aerial Image provided by  
 Champaign County GIS Consortium

NOTE: This product was prepared for informational  
 and general reference purposes. The Village of Rantoul  
 shall assume no liability for any errors, omissions, or  
 inaccuracies in the information provided.



BOARD OF TRUSTEES  
VILLAGE OF RANTOUL

<b>ITEM: Coldwell Banker Devonshire Realty - Agreement</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: March 23, 2017</b>
<b>SUMMARY HIGHLIGHTS:</b> <p>This Agenda item provides for a Listing Agreement with Coldwell Banker Devonshire Realty to market for lease and/or sale, various Airport and Economic Development Conveyance (EDC) properties. A previous agreement has been in place but formally expired at the end of February 2017.</p> <p>The Airport properties listed for lease and/or sale include the following:          Building 26, Building 20 (AT&amp;T 2<sup>nd</sup> Floor), Hangar 1, Hangar 2, and Hangar 3</p> <p>The EDC property listed for lease and/or sale include the following:          Building 68 (Rantoul Business Center- RBC).</p> <p>The attached map identifies the various building locations.</p> <p>This agreement will be commission-fee based and will extend through February 28, 2018.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the approval of a Listing Agreement with Coldwell Banker Devonshire Realty for the marketing for lease and/or sale of various Village Airport & Economic Development Conveyance (EDC) properties.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 43	601 Galaxy Street	20-09-02-300-002	10,600	N/A	Sell	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20	1 Aviation Center Dr.	Part of 20-09-11-100-001	45,530	1 <sup>st</sup> Floor Leased	Lease	
Rantoul Business Center	601 S. Century Blvd.	Part of 20-09-02-300-011	106,168	Partially Leased	Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	



DEVONSHIRE REALTY  
P. O. Box 140  
Champaign, IL 61824-0140

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ of April, 2017, by and between CBCDR LLC d / b / a COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY (Broker) and Village of Rantoul (Owner).

In consideration of Owner's acceptance of the services to be performed by Broker and the commissions to be paid by Owner, the parties agree that Broker is granted the exclusive right to market and sell the commercial real estate (Property) more particularly described and upon the terms as follows:

**PROPERTY ADDRESS:** See Appendix A

**PROPERTY TAX IDENTIFICATION NUMBER:** See Appendix A

**LIST SALE PRICE:** See Appendix A (or with Owner's consent, for a lesser sum or on other terms)

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **LISTING TERM:** This Agreement shall become effective upon the date of execution and will terminate on the 28<sup>th</sup> day of February, 2018.

2. **COMMISSION:** In the event the Broker produces a buyer who is ready, willing and able to purchase the Property on the terms provided, or if a contract to purchase the Property is executed by the Owner and a buyer through the services and efforts of Broker or during the term of this Agreement, or if Owner contributes or conveys the Property to a partnership, joint venture or other business entity, or if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, Owner shall pay Broker a commission of six percent (6%) of the gross purchase price, which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

Owner also agrees to pay the commission to Broker if a sale is executed within six (6) months after termination of this Agreement to a prospect submitted by Broker during the term of this Agreement, or to anyone with whom Owner dealt during the term of this Agreement. Within five (5) days after the termination of the Agreement, Broker shall submit to Owner at the address listed herein via certified mail, a list of prospects (Prospect List) that Broker submitted to the Owner or Owner's Property during the term of the Agreement. The

Prospect List shall serve as notice to Owner and formal registration of those prospects which may earn Broker a commission in the event that the Property is sold to a prospect during the six (6) month period. Broker's failure to submit a Prospect List shall not waive any rights to commissions that may be due Broker under this Agreement. In addition, Broker's submittal of the Prospect List shall not waive any rights to commissions that may be due for those leases executed by anyone with whom Owner dealt during the term of the Agreement.

The full commission is payable at closing. If no closing occurs as a result of buyer's default, Broker will waive the commission and this Agreement will continue for the balance of the term, but if the closing fails to occur as a result of Owner's default or the failure of Owner to act in good faith and due diligence toward closing on the sale or exchange of the Property or an interest in the Property, then the commission under this Agreement will become immediately due.

3. **EXCHANGES:** The term "sale" shall include any exchange or trade to which Owner consents. In the event that Owner exchanges or trades the Property through the services of Broker or during the term of this Agreement, Broker shall be entitled to the same commission percentage as stated in paragraph 2. as though the Owner had sold the Property. The commission shall be based on the fair market value of the Property exchanged or traded. The Owner acknowledges that there may be tax consequences arising out of the exchange or trade of the Property and is advised to seek competent tax advice if the Owner chooses to do so.

4. **CONTRIBUTED PROPERTY:** If the Owner donates the Property to a charitable or not for profit organization, a commission as stated in paragraph 2. will be due based upon the fair market value of the donated Property.

5. **LEASE:** In the absence of a separate Exclusive Agency Listing Agreement for the Lease of the Property, and in the event the Owner executes a contract to lease the Property through the services and efforts of Broker, or during the term of this Agreement, including the six (6) month period after the termination of the Agreement if the prospect was submitted to Owner in the Prospect List per paragraph 2. or to anyone whom Owner dealt with during the term of the Agreement, then, without incurring commission to another broker, Owner shall pay Broker a commission based on the percentage as stated in paragraph 2., or such other percentage as the parties may agree to in writing, of the total gross amount of rent to be received by the Owner during the initial term of the lease. Said commission shall be paid at the time Owner and tenant (successors and assigns) enter into said lease, or shall be divided and paid to Broker in equal installments, whichever the parties agree.

If a lease or other separate agreement gives the tenant an option or multiple options to renew or extend the term of the lease, the commission initially calculated will cover only the initial term of the lease, exclusive of the period covered by the renewal or extension option(s). An additional commission will be due if (a) the tenant exercises any renewal or extension option; (b) the tenant remains in the Property beyond the initial term of the lease under a new lease or an amendment to the original lease; or (c) the tenant remains in the Property beyond the initial term of the lease as a holdover tenant.

The additional commission will be calculated, on the percentage stated in paragraph 2. or such other percentage as the parties may agree, as the difference between the amount of commission due for the entire term on the lease, including the extended or additional period, and the amount of commission previously paid. The additional commission is due and payable at the time the renewal, extension, new lease or amendment is executed, or on an installment basis, whichever the parties agree. If the tenant becomes a holdover, the commission due shall be calculated on a monthly basis and paid to Broker on a semi-yearly basis. Commissions for the extended periods are the obligation of Owner whether or not the Property is then owned by Owner or whether or not the lease is assigned prior to the exercise of such renewal or extension.

An additional commission is due if (a) a lease or other separate agreement gives the tenant an option to lease additional space and the tenant exercise such option; or (b) if tenant enters into a new lease for additional space at any time during the original term of the lease, whether or not the lease for such additional space is upon the same terms and conditions as the original lease. The additional commission for the additional space will be calculated, on the percentage stated in paragraph 2. or such other percentage as the parties may agree, as though the lease for the additional space had been consummated with a new tenant, based on the term and rental for the additional space. The additional commission is due and payable at the time the option is exercised or the new lease is signed or on an installment basis, whichever the parties agree. Commissions are payable by Owner whether or not the Property is then owned by Owner or whether or not the lease is assigned prior to the exercise of such option or the execution of a new lease.

6. **AGENCY DISCLOSURES:** Broker designates AJ Thoma III, CCIM (**Owner's Designated Agent**), as a sales associate affiliated with Broker, to act as the only legal agent of Owner for purposes of marketing the Property under this Agreement to the exclusion of all brokers or salespersons employed by or affiliated with Broker, unless and until Broker notifies Owner in writing to the contrary. Broker reserves the right to name additional Designated Agents. If additional Designated Agents are named, Broker agrees to notify Owner in writing within a reasonable time. If other brokers or salespersons employed by or affiliated with Broker are designated as the legal agents of the prospective buyer of the Property, then Broker agrees to instruct each of the designated brokers or salespersons to act exclusively for the party they have been designated to represent and not to share or attempt to obtain information not appropriate to share or obtain with representatives of adverse parties.

7. **COOPERATING AGENTS / BROKERS:** Owner understands and agrees that other salespersons affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (**Buyer's Agent**) of Owner's property. Further, Owner understands and agrees that if the Property is sold through the efforts of a sales associate affiliated with Broker who represents the buyer, the other sales associate affiliated with Broker will be acting as a buyer's designated agent.

Owner acknowledges that potential buyers may elect to employ the services of a different licensed real estate broker or sales associate as their own agent. Broker is authorized to show the Property to

prospective buyers represented by Buyer's Agent and Broker, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of the Property.

8. **DUAL AGENCY:** Owner acknowledges that Broker may represent prospective buyers as well as Owner and Broker agrees as such to provide Owner with a Disclosure and Consent to Dual Agency form for Owner to execute if Owner agrees to the dual agency.

9. **BROKER'S DUTIES:** Broker shall use its best efforts to produce a Buyer ready, willing, and able to purchase the Property at the sale price listed herein or any other price acceptable to Owner; shall assist to the extent requested by Owner, in negotiating the terms of and filling out a real estate purchase agreement; and comply with all applicable laws in performing its duties. Accept delivery of and present to the Owner offers and counteroffers to buy, sell, or lease the Owner's property or the property the Owner seeks to purchase or lease; assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies.

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time.

The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate. Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer.

Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated

substances in, on or around the Property and any damage or injury to person or Property resulting from or occurring in, on or about the Property.

Owner agrees to keep the Property in good repair / condition during the term of the Agreement.

12. **INDEMNIFICATION**: Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.

13. **MARKETING**: Owners authorizes Broker to place and remove listing signs on or from the Property and to advertise and photograph the same and use such photographs in the negotiations of the sale. Owner further authorizes Broker and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.

14. **OWNER DEFAULT**: In the event Owner fails to perform Owner's obligations under this Agreement and if it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums Broker may be entitled to recover, Broker shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by Broker in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.

15. **EARNEST MONEY**: Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.

16. **NONDISCRIMINATION**: THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

17. **AMENDMENTS IN WRITING**: No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.

18. **ACKNOWLEDGMENT**: All persons signing below have read and understand this Agreement.

19. **BINDING EFFECT**: This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

20. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **EXECUTION AND COUNTERPARTS:** This contract contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement supersedes all prior agreements and understandings between the Owner and Broker with respect to the Property. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.
22. **MISCELLANEOUS:** If more than one Owner or buyer is involved, the pronouns and grammatical structure shall be understood to conform.

**OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Dated: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**BROKER:**

By: \_\_\_\_\_  
Name: AJ Thoma III, CCIM  
Title: Broker  
Phone: 217-403-3425  
Fax: 217-403-3440  
Dated: \_\_\_\_\_  
E-mail: ajt@cbcdr.com

**Appendix A**

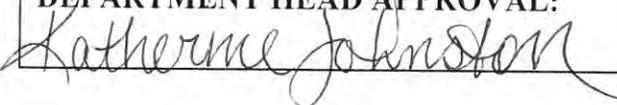
[Pricing will be inserted after CBCDR has toured all buildings, and reviewed current leases, etc.]

Building Name	Address	PIN	Size (SF)	Occupied	Disposition	Price
Building 43	601 Galaxy Street	20-09-02-300-002	10,600	N/A	Sell	
Building 26	1008 Aviation Rd	Part of 20-09-11-100-001	1,848	N/A	Sell	
Building 20	1 Aviation Center Dr.	Part of 20-09-11-100-001	45,530	1 <sup>st</sup> Floor Leased	Lease	
Rantoul Business Center	601 S. Century Blvd.	Part of 20-09-02-300-011	106,168	Partially Leased	Sell/Lease	
Hangar 1	735 Pacesetter Dr.	Part of 20-09-02-300-011	270,000	Partially Leased	Sell/Lease	
Hangar 2	801 Pacesetter Dr.	Part of 20-09-02-300-011	100,000	Partially Leased	Sell/Lease	
Hangar 3	909 Pacesetter Dr.	Part of 20-09-11-100-001	218,000	Partially Leased	Sell/Lease	

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

**PAGE 1 OF 1**

<b>ITEM: Sexual Harassment Prohibition</b>	<b>DEPARTMENT: Human Resources</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: 01/03/2018</b>
<b>SUMMARY HIGHLIGHTS:</b>  Public Act 100-0554 was made effective of November 16, 2017. This act amends the State Officials and Employees Ethics Act, including the section pertaining to governmental entities. The amendment requires that all governmental units adopt an ordinance or resolution establishing a policy prohibiting sexual harassment.  Although the personnel code already has an existing section prohibiting harassment, we have created a new section in the personnel code entitled "Sexual Harassment Prohibition" to bring the Village into compliance in advance of the January 15, 2018 adoption deadline.	
<b>RECOMMENDED ACTION:</b> Pass ordinance adopting the sexual harassment prohibition policy for inclusion in the Personnel Code.	
<b>DEPARTMENT HEAD APPROVAL:</b> 	<b>VILLAGE ADMINISTRATOR:</b> 

**ORDINANCE NO. 2558**

**AN ORDINANCE  
AMENDING CHAPTER 24 OF THE RANTOUL CODE BY  
ADDING A NEW SECTION 24-146.5 IN CONNECTION WITH THE  
ADOPTION OF A POLICY PROHIBITING SEXUAL HARASSMENT**

**VILLAGE OF RANTOUL  
CHAMPAIGN COUNTY, ILLINOIS**

**CERTIFICATE OF PUBLICATION**

Published in pamphlet form this 9th day of January, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

\_\_\_\_\_  
Village Clerk

**ORDINANCE NO. 2558**

**AN ORDINANCE  
AMENDING CHAPTER 24 OF THE RANTOUL CODE BY  
ADDING A NEW SECTION 24-146.5 IN CONNECTION WITH THE  
ADOPTION OF A POLICY PROHIBITING SEXUAL HARASSMENT**

**WHEREAS**, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, which became effective immediately, dated November 16, 2017;

**WHEREAS**, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

**WHEREAS**, all prior existing sexual harassment policies of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) shall be superseded by the policy prohibiting sexual harassment adopted by this Ordinance; and

**WHEREAS**, should any section or provision of this Ordinance or the adopted policy prohibiting sexual harassment be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted policy prohibiting sexual harassment as a whole or any part thereof, other than the part so declared to be invalid.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, ILLINOIS**, as follows:

**Section 1. Adoption.** Article V, entitled “EMPLOYMENT POLICIES”, of Chapter 24, entitled “PERSONNEL”, of the Rantoul Code, as supplemented and amended, be and the same is hereby further supplemented and amended by adding a new Section 24-146.5, to be entitled “Sexual Harassment” to provide as set forth in the title, headings and text thereof as attached hereto and hereby incorporated herein by this reference thereto.

**Section 2. Effective Date.** The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

**Section 3. Conflict.** All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

**Section 4. Publication.** The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

This ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a special meeting on the date set forth below.

**PASSED** this 9th day of January, 2018.

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Village Clerk

**APPROVED** this 9th day of January, 2018.

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Village President

**Sec. 24-146.5. - Sexual Harassment.**

(a) *Policy.* It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village to prohibit harassment of any person by any village official, village agent, village employee or village agency or office on the basis of sex or gender. All village officials, village agents, village employees and village agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof. This policy, supplements and supersedes anything to the contrary in Section 24-146 of this Chapter.

(b) *Definition of sexual harassment.* This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.

- Textual/Electronic: “sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a “reasonable person.”

- (c) *Procedure for reporting an allegation of sexual harassment.* An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator, or the chief executive officer of the village.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the village will not be presumed to have knowledge of the harassment.

- *Resolution Outside Village.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the village. However, all village employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information

regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the village. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

(d) *Prohibition on retaliation for reporting sexual harassment allegations.* No village official, village agency, village employee or village agency or office shall take any retaliatory action against any village employee due to a village employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any village employee that is taken in retaliation for a village employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,

2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

- (e) *Consequences of a violation of the prohibition on sexual harassment.* In addition to any and all other discipline that may be applicable pursuant to village policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the village and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the village shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.
- (f) *Consequences for knowingly making a false report.* A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A

false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable village policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.