



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

**August 7, 2018
6:00 pm**

Order of Business

1. Call to Order – Mayor Smith
Roll Call
2. Approval of Agenda
3. Presentation on Eagle Express- CUMTD/C-Carts
4. 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.
5. Items from the Mayor
6. Items from Trustees
7. Items from the Clerk
 - A) Minutes of Special Board Meeting, [April 23, 2018](#)
 - B) Minutes from Regular Study Session, [July 10, 2018](#)
 - C) Minutes from Rescheduled Board Meeting, [July 10, 2018](#)
8. Items from the Administrator
 - A) Assignment of [Redevelopment Agreement](#) – Holiday Inn
9. Items from Comptroller
 - A) Approval of Bills and Monthly Financial Reports
 - B) Budget Amendment [BA-FY #19-03](#) (Public Works) – [Ordinance No. 2583](#)
 - C) [Amending storm water](#) billing procedures – [Ordinance No. 2582](#), an Ordinance supplementing and amending sections 40-446 and 40-453 of Article VII of Chapter 40 of the Rantoul Code
10. Items from Community Development
 - A) Annual [CDBG Budget](#)/HUD Action Plan, [CD Resolution No. 294](#)

Order of Business

11. Items from Public Works
 - A) Construction [Engineering Contract](#) with Burns & McDonnell for Taxiway E Reconstruction - \$104,412.70
 - B) Construction Contract with [Cross Construction](#) for Taxiway E Reconstruction – \$880,295.48
 - C) Contract for N. Tanner [Railroad Water Main](#) Replacement – Cross Construction – \$79,774.30
 - D) Purchase and trade in of [Camera Truck](#) through EJ Equipment - \$238,609.93
 - E) Purchase of steel bucket [grit machine](#) through Paul’s Machine & Welding Corp. - \$55,105.00
 - F) License Agreement with Lexycan LLC for parking at [730 Enterprise Drive](#) - [Resolution No. 8-18-1259](#)
 - G) Agreement with University of Illinois to remove [1608 Titan Drive](#) (Building 922)
 - H) [Acceptance of deeds](#) for Parcels A1b-4, A1b-5, A2c-7 and A2e-3
 - I) [Second Amendment](#) to the Sales Agreement for 735, 801 & 909 Pacesetter and 1 Aviation Center Drive
 - J) Electric Interconnection Policy Terms & Conditions and [Net Metering Policy](#)
 - Presentation by Chris Powers
 - Presentation by Greg Hazel

12. Items from Counsel

13. Adjournment

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

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

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

**Rantoul Village Board of Trustees
Special Board Meeting
April 23, 2017**

A special Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M.; Mayor Smith called the proceeding to order.

Roll Call

The Village Clerk called the roll, finding the following members present:

Mayor Charles Smith and Trustees, Hank Gamel, Jennifer Fox, Rich Medlen and Chad Smith -5.

Public Participation

Jasmyne Boyce spoke about continued lack of Code Enforcement and Economic Development.

Deb Sweat spoke about the lack of Ethics and Leadership at the Village of Rantoul.

Motion to enter into Closed Executive Session pursuant to 5 ILCS (C) 16, for Self-evaluation, practices of procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.

Trustee Gamel to for approval and Trustee Medlin seconded the motion.

The Clerk Called the Roll. The motions carried by a vote of **4 – 0**.

The Rantoul Village Board entered into Closed Executive Session at 6:07 P.M.

The Rantoul Village Board Returned to Open Session at 7:49 P.M.

Trustee Medlen moved to adjourn the meeting and Trustee Fox seconded the motion.

MEETING ADJOURNED AT 7:51 P.M.

Approved August 14, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Special Meeting of the Board of Trustees held April 23, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**Rantoul Village Board of Trustees
Regular Study Session
July 10, 2018
6:00 P.M.**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL.

A regular Study Session of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order.

Roll Call

The Village Clerk called the roll, finding the following members physically present:

Mayor Smith and Trustees Sam Hall, Chad Smith, Jennifer Fox, and Terry Workman – 5.

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Ken Beth, Village Attorney; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Fox moved to approve the Agenda as amended and Trustee Workman seconded the motion. The Motion Passed by Roll Call Vote **4 – 0**.

Recognition of IMUA Scholarship awarded to Jared Motley – Mayor Smith presented the IMUA Scholarship to Jared Motley

Presentation by Kristi Anderson – Illinois Center for Transportation - Kristi Anderson, Chief Financial Officer for the Illinois Center for Transportation presented a Power Point Presentation concerning the Major Expansion of the Facility in Rantoul, IL in Conjunction with other Universities in the United State and the World.

Public Participation

Debra Sweat spoke regarding the Liquor Ordinance and specifically the violations therein at Logan's Pub.

Items from the Mayor

None

Items from Trustees

Trustee Workman desired to bring forward [Ordinance No. 2578](#) revising the Annual Budget (General & Central Maintenance Funds). After fifty-five minutes of discussion, bickering and argument there was no support at this time to bring this Ordinance to the Board. The discussion included the Purchase of a Fleet Maintenance Computer Program at the approximate cost of \$40,000 which is totally

not necessary as the current the current HTE Software program is already tracking the cost of every piece of equipment the Village of Rantoul owns. In addition, the Comptroller, Pat Chamberlin repeatedly indicated that this transfer would require an enormous amount of work by the Finance Department to accomplish as the Fiscal Year was already two and one half months expired. Therefore this Ordinance request by Trustee Workman was tabled permanently.

Items from the Administrator

None.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS BELOW HAD LITTLE OR NO VILLAGE BOARD OF TRUSTEES DISCUSSION AND WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, July 10, 2018.”

- Approval of Minutes, Regular Study Session, June 5, 2018.
- Approval of Minutes, Special Board Meeting June 12, 2018.
- Approval of Minutes, Regular Board Meeting June 12, 2018.
- Approval of Bills and Monthly Financial Reports.
- Budget Amendment [BA-FY 19-01](#) Rental Rehab, [Ordinance No. 2576](#).
- Budget Amendment [BA-FY 19-02](#) General Fund, [Ordinance No. 2577](#).
- Planning Zoning board Recommendation – [Shields Zoning Request](#), [Ordinance No. 2579](#).
- [Engineering Contract](#) for North Tanner Railroad Water Main – Burns & McDonnell Not to exceed \$12,794.00.
- Realtor Agreement with [Colwell Banker](#).
- Construction Contract for South [Murray/Chandler Road Box Culvert](#) – Feutz Construction - \$321,847.80.
- Engineering Agreement – Burns & McDonnell – [Illinois Circle Drainage Study](#) - \$16,000.00.
- [Change Order No. 2](#) for Elevated Tank project - \$43700.00.
- Small Cell/Wireless facilities deployment [Policy](#), [Ordinances No. 2580](#) & [Ordinance No. 2581](#).
- Electrical Interconnection Policy Terms & Conditions was tabled until the Village of Rantoul August 7, 2014 Study Session as Mr. Powers was not ready to make his ten minute presentation. Therefore, [Ordinance No. 2582](#) will **NOT** be taken to the Regular Board Meeting, Tuesday, July 10, 2018.

Adjournment

There being no further business to come before the Board, Mayor Charles Smith declared the proceeding adjourned.

MEETING ADJOURNED AT 7:21 P.M.

Mike Graham
Village Clerk

APPROVED August 14, 2018

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held July 10, 2018, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

Rantoul Village Board of Trustees
Regular Board Meeting
July 10, 2018

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL.

A regular Meeting of the Board of Trustees of the Village of Rantoul was held immediately following the Study Session at 6:00 P.M. Mayor Charles Smith called the proceeding to order.

Invocation & Pledge of Allegiance

The Invocation was given by Pastor Paula Wallace, First United Methodist Church, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

Roll Call

The Village Clerk called the roll, finding the following members present:

Mayor Charles Smith and Trustees, Sam Hall, Chad Smith, Jennifer Fox, and Terry Workman - 5.

The following representatives of Village Departments were also present: Rick Snider, Administrator; Pat Chamberlin, Comptroller; Kenneth Beth, Attorney; Greg Hazel, Public Works Director; Jake McCoy, Assistant Public Works Director; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Chief of Police; Brenda Runyon, Neighborhood Services Director; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting. Trustee Workman seconded the motion. Motion carried **4 - 0**.

Public Participation

Debra Sweat spoke about Garbage exemptions and the future rate increases, Town Hall Meeting Dates, Liquor Advisory Committee, the open HR and Economic Development positions, Turner Drive walking path and future FOIA requests being satisfied in a timely manner.

Chris Powers spoke about Solar Net Metering and contradicted what Greg Hazel had explained at the Study Session.

Kristian Hopkins spoke about data software again.

“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 4 TO 0. UNLESS OTHERWISE NOTED BELOW.”

Motion to approve the Consent Agenda by Omnibus Vote. Trustee Fox moved for approval and trustee Workman seconded the motion.

Motion to approve the bills and monthly Financial Reports. Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

Motion to authorize and approve [Engineering Agreement](#) with Burns and McDonnell for North tanner Railroad Water Main Replacement project not to exceed \$12,794.00. Trustee Fox moved for Approval and Trustee Workman Seconded the motion.

Motion to authorize and approve Realtor Agreement with [Coldwell Banker](#) Devonshire. Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

Motion to authorize and approve construction contract with for South [Murray/Chandler Road Box Culvert](#) project – Feutz Construction - \$321,847.80. Trustee Workman moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve Engineering Agreement with Burns & McDonnell for storm sewer evaluation in [Illinois Circle area](#) - \$16,000.00. Trustee Workman moved for approval and Trustee Hall seconded the motion.

Motion to approve [Change Order No. 2](#) for Elevated Tank Project - \$43,700.00. Trustee Hall moved for approval and Trustee Workman seconded the motion.

Motion to pass [Ordinance No. 2576](#), AN ORDINANCE REVISING THE ANNUAL BUDGET (Rental Rehab and Community Development). Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2577](#), AN ORDINANCE REVISING THE ANNUAL BUDGET (General Fund). Trustee Fox moved for approval and Trustee Workman seconded the motion.

Motion to pass [Ordinance No. 2579](#), AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP (815 West Champaign Avenue, aka 850 Broadmeadow Road). Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass [Ordinance No. 2580](#), AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES. Trustee Hall moved for approval and Trustee Fox seconded the motion.

Motion to pass [Ordinance No. 2581](#), AN ORDINANCE ADOPTING A REVISED LICENSE, PERMIT AND SERVICE FEES AND ADMINISTRATIVE PENALTIES SCHEDULE (Co-Locating Small Wireless Facilities). Trustee Fox moved for approval and Trustee Workman seconded the motion.

Trustee Fox moved to adjourn the meeting and Trustee Hall seconded the motion.

Meeting Adjourned: 8:16 P.M.

Approved August 14, 2018

Charles Smith
Village President

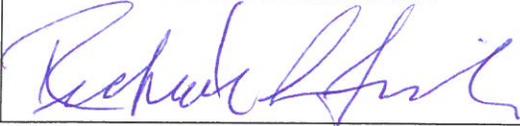
I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held July 10, 2018 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 4

| | |
|--|--|
| ITEM: Assignment of Redevelopment Agreement | DEPARTMENT: Village Administrator |
| AGENDA SECTION: Items from Counsel | AMOUNT: \$0 |
| ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents | DATE: August 7, 2018 |
| SUMMARY HIGHLIGHTS: <p>During the development of the Holiday Inn Express project, the Village entered into an agreement with the developer to provide a financial incentive based on tax increment finance revenue generated through the project. The original developer has reached an agreement to sell the property and business to an Illinois-based hospitality company. As part of the transaction, the developer has requested that the incentive be assigned to the new company.</p> <p>The agreement simply transfers the value of the incentive to the new owner, and does not create any new obligation for the Village nor does it change the value of the compensation.</p> | |
| RECOMMENDED ACTION: We recommend the approval of this agreement by the Village Board. | |
| DEPARTMENT HEAD APPROVAL | VILLAGE ADMINISTRATOR  |

ASSIGNMENT OF REDEVELOPMENT AGREEMENT

This ASSIGNMENT OF REDEVELOPMENT AGREEMENT ("Assignment") is made as of August _____, 2018 (the "Effective Date"), by and among Rantoul Hospitality LLC, a Kansas limited liability company ("Assignor"), Rantoul Lodging LLC, an Illinois limited liability company ("Assignee"), and the Village of Rantoul Illinois ("Village") (collectively, the "Parties" and individually, "Party").

WHEREAS, by Purchase and Sale Agreement between Assignor and Assignee, dated as of April 9, 2018 (the "Purchase Agreement"), Assignor agreed to sell to Assignee certain real property, and the improvements located thereon (the "Property") as more particularly described in the Purchase Agreement;

WHEREAS, Village and Assignor entered into that certain Redevelopment Agreement dated as of January 12, 2016 ("Redevelopment Agreement") with respect to the Property; and

WHEREAS, Village has approved Assignee as a successor party to the Redevelopment Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, sets over and transfers to Assignee all rights and obligations in, to and under the Redevelopment Agreement including the right to Annual Reimbursement Amounts and Hotel/Motel Use Tax Rebate, and Assignee assumes all rights and obligations in, to and under the Redevelopment Agreement.
2. **Consent.** Village consents to the assignment of the Redevelopment Agreement, and agrees that, beginning on the Effective Date, all Reimbursement Amounts will be paid to Assignee or its designee. Village represents that the Redevelopment Agreement is in full force and effect and that no occurrence or event of default has occurred under the Redevelopment Agreement.
3. **AS IS.** Assignor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the amount of the tax increment financing funds available or payable under the Redevelopment Agreement with respect to the Property.
4. **Representation of Assignor.** Assignor represents and warrants that subject to the consent of the Village, Assignor has full power and authority to assign the rights duties and obligations under the Redevelopment Agreement, and Assignor has not pledged or granted a security interest or lien of any kind in the Annual Reimbursement Amounts to any third party.

Assignor represents that, to the best of Assignor's knowledge, the Village is not in default under the Redevelopment Agreement, and Assignor has no claim or right of offset against the Village under the Redevelopment Agreement. Assignor further represents that the Advance Reimbursement Amount has been paid in full.

5. **Notices.** Beginning on the Effective Date, all notices to Developer will be sent to:

Rantoul Lodging, LLC
c/o Swift Hospitality Group, Inc.
1525 South Forest Road, Suite 200
Freeport, IL 61032
Attn: President
6. **Definitions.** All capitalized terms not defined in this Assignment shall have the definitions respectively given to them in the Redevelopment Agreement.
7. **Governing Law.** This Assignment and all transactions hereunder shall be governed by the laws of the State of Illinois.
8. **Counterparts.** This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
9. **Successors and Assigns.** This Assignment shall remain in effect for as long as the Redevelopment Agreement remains in effect, and shall be binding upon and inure to the benefit of and shall be binding upon, and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Assignor, Assignee and Village have executed this Assignment of Redevelopment Agreement effective as of August ____, 2018.

ASSIGNOR:

Rantoul Hospitality LLC, a Kansas limited liability company

By: _____
Name: _____
Its: _____

ASSIGNEE:

Rantoul Lodging LLC, an Illinois limited liability company

By: _____
Name: _____
Its: _____

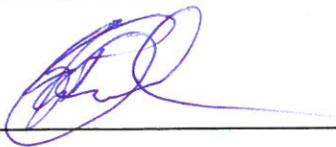
Village of Rantoul, Champaign County, Illinois

By: _____
Name: _____
Its: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

| | |
|---|---|
| ITEM: Budget Amendment | DEPARTMENT: Finance |
| AGENDA SECTION: | AMOUNT: \$3,126,520 |
| ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 31, 2018 |
| SUMMARY HIGHLIGHTS: As part of the budget process, purchase orders that are still outstanding need to be cancelled or rolled over into the current budget (FY19). In previous budgets, these outstanding purchase orders were approved when the budget was approved. The Finance Department has reviewed all open purchase orders and have closed the majority of them. Since Public Work projects cover multiple budget years, these are the majority of the items identified on the attached budget amendment. Approximately \$2,145,000 of the purchase orders that were transferred to the current budget are being taken out of reserves (as identified under fund). Other projects carried over from the previous year include the following: <ul style="list-style-type: none">-AMI meter nodes project (Gas)-Campbell water tower project (Water reserves)-Sodium hypochlorite system (Water reserves)-Sanitary sewer lip lining, pump station repairs, digester project (Wastewater reserves)-Utility rate study (Electric)-Bike path lighting \$75,000, Industrial park pole extension \$300,00, and SCADA of \$100,000 (Electric reserves)-Various engineering projects (Airport)-Airport property roof repairs (Airport)-Natural gas study (PW Admin)-Tree replacement program (PW Admin-Forestry Division)-Landfill project, overhead doors at main building, and leaf truck replacement \$147,909 (PW Street Division)-Engineering costs for downtown bike path (MFT)-Murray Road/Chandler Road project (Local Motor Fuel Tax)-Fire protection clothes and remodel at Fire Station #1 of \$22,366-Willow Pond engineering project (TIF #1) Since there are additional general fund expenses, the FY 19 budget reflects a deficit of \$17,116. | |
| RECOMMENDED ACTION: Approve the budget amendments as identified above. | |
| DEPARTMENT HEAD APPROVAL:  | VILLAGE ADMINISTRATOR:  |

VILLAGE OF RANTOUL
 BUDGET AMENDMENT - BA-FY #19-03
 FY 19 Budget - August 2018

| Fund | | Account | FY 19 Budget | New Amount | Difference |
|---------------------------|--------------------|---------------------------|--------------|------------|------------|
| Gas | 527-1127-430-75-40 | Machinery & Equip. | 0 | 135,859 | 135,859 |
| Water -Reserves | 535-1180-430-75-30 | Improv other than build | 300,000 | 1,111,000 | 811,000 |
| Water -Reserves | 535-1180-430-75-70 | Infrastructure | 100,000 | 150,000 | 50,000 |
| Water -Reserves | 535-1180-430-75-91 | Software | 0 | 15,609 | 15,609 |
| Wastewater-Reserves | 536-1180-430-75-70 | Infrastructure | 375,000 | 1,168,312 | 793,312 |
| Electric | 541-1140-430-30-24 | Engineering | 0 | 214,773 | 214,773 |
| Electric-Reserves | 541-1180-430-75-70 | Infrastructure | 445,000 | 920,000 | 475,000 |
| Airport | 582-1810-450-30-24 | Engineering | 55,500 | 110,622 | 55,122 |
| Airport | 582-1810-450-40-31 | Repair & maint-building | 0 | 106,280 | 106,280 |
| | | Prop & equip-fixed/Improv | | | |
| Airport | 582-1810-450-75-30 | other than building | 0 | 1,787 | 1,787 |
| Airport | 582-1830-450-40-37 | Allocated HVAC maint | 47,804 | 0 | (47,804) |
| PW Admin | 604-1110-430-30-24 | Engineering | 33,170 | 67,170 | 34,000 |
| PW Admin-Comm Forestry | 604-1116-430-40-34 | Repair & Maint-Grounds | 0 | 7,500 | 7,500 |
| PW Admin-Street & Systems | 604-1175-430-75-20 | Buildings | 0 | 44,000 | 44,000 |
| PW Admin-Street & Systems | 604-1175-430-75-40 | Machinery & Equip. | 0 | 103,909 | 103,909 |
| Motor Fuel Tax | 205-1190-440-75-70 | IL Dept of Transportation | 0 | 56,011 | 56,011 |
| Local Motor Fuel Tax | 206-1190-440-70-70 | | 90,000 | 267,000 | 177,000 |
| Fire Department | 001-0720-420-60-30 | MES-Illinois | 0 | 4,232 | 4,232 |
| Fire Department | 001-0710-420-40-31 | Jones Company | 0 | 9,218 | 9,218 |
| Fire Department | 001-0720-420-60-30 | MES-Illinois | 0 | 2,290 | 2,290 |
| Fire Department | 001-0720-420-60-30 | MES-Illinois | 0 | 4,250 | 4,250 |
| Fire Department | 001-0720-420-60-30 | MES-Illinois | 0 | 2,376 | 2,376 |
| TIF #1 | 212-0160-410-75-70 | Baxter & Woodman | 0 | 70,796 | 70,796 |

ORDINANCE NO. 2583

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
VARIOUS FUNDS**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATION OF PUBLICATION

Published in pamphlet form the 14th day of August, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois

Village Clerk

**ORDINANCE NO.
AN ORDINANCE
REVISING THE ANNUAL BUDGET
VARIOUS FUNDS**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2018, and ending April 30, 2019, (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly adopted by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2568, passed and approved at a regular meeting on April 17, 2018; and

WHEREAS, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revised the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revised the Annual Budget by providing for such transfers between or among the funds or accounts so designated or for such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-19-03), copies of which are attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this ordinance shall become effective ten (10) days after its passage, approval and publication as provided by law.

Section 3. 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 vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting duly called for such purpose on the date set forth below.

PASSED this 14th day of August, 2018.

Village Clerk

APPROVED this 14th day of August, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

| | |
|---|---|
| ITEM: Amending Storm Drainage Article | DEPARTMENT: Finance |
| AGENDA SECTION: | AMOUNT: N/A |
| ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 31, 2018 |
| <p>SUMMARY HIGHLIGHTS: The attached ordinance is amending sections 40-446 and 40-453 of Article VII of Chapter 40 of the Rantoul Code referring to the Storm Water Drainage Utility Fees. When the above fee was initially assessed, it was below the \$50 identified in section 40-446. The original section indicated that if the fee imposed is over \$50, residents would have the ability to pay in two installments. The first installment shall be due 45 days after the statement date and the second installment which shall be due 90 days after the statement date. The intent of this amendment is to make any payment under \$100 due in one installment or 45 days after the statement date.</p> <p>The second item is to amend section 40-453 that refers to the lien charge. The original lien fee was \$25 and it is recommended that this amount increase to \$40. In order to file a lien, it takes time to research the legal description and generate the lien document for the County. In order to cover our administrative costs, it is recommended that this fee increase to \$40 per lien. This lien is applied to the storm drainage bill that is at least two years delinquent.</p> | |
| RECOMMENDED ACTION: Approve the amendment of the Storm Drainage Article sections 40-446 and 40-453. | |
| DEPARTMENT HEAD APPROVAL:  | VILLAGE ADMINISTRATOR:  |

ORDINANCE NO. 2582

**AN ORDINANCE
SUPPLEMENTING AND AMENDING SECTIONS 40-446
AND 40-453 OF ARTICLE VII OF CHAPTER 40 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 14th day of August, 2018, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. ____

**AN ORDINANCE
SUPPLEMENTING AND AMENDING SECTIONS 40-446
AND 40-453 OF ARTICLE VII OF CHAPTER 40 OF THE RANTOUL CODE**

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

Section 1. Adoption. Section 40-446, entitled “Payment periods and due dates”, and Section 40-453, entitled “Additional lien charges”, of Article VII, entitled “STORMWATER DRAINAGE UTILITY FEES”, of Chapter 44, entitled “UTILITY SERVICES”, of the Rantoul Code, as supplemented and amended, be and the same are hereby further supplemented and amended 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 regular meeting on the date set forth below.

PASSED this 14th day of August, 2018.

Village Clerk

APPROVED this 14th day of August, 2018.

Village President

Sec. 40-446. - Payment periods and due dates.

The amount of the utility fee imposed under this article for each billable unit shall be computed annually and shall be billed on an annual basis. Payment of each such annual billed amount may be made in two equal installments if such billed amount for any such billable unit is more than \$100.00, the first installment of which shall be due 45 days after the statement date and the second installment of which shall be due 90 days after the statement date. If the annual billed amount is for \$100.00 or less, payment in full shall be due 45 days after the statement date.

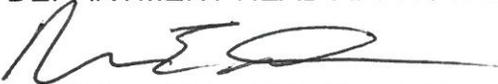
Sec. 40-453. - Additional lien charge.

In all cases where the amounts of any utility fee, late penalty and interest under this article have become delinquent and the village elects to file a claim of lien as set forth in this article, there shall be added to any such amounts due prior to recording, in addition to the amounts of any outstanding taxes, late penalties and interest then due, an additional amount equal to \$40.00 in order to reimburse the village for such charges and expenses as are necessary and required to verify the legal description and ownership information of the billable unit and to prepare the claim of lien, plus any further amounts as may be required to record the claim of lien and any release of such claim for lien. Such additional amounts shall be included in the amounts claimed due by the claim of lien.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 of 2

| | |
|--|--|
| ITEM: Community Development Block Grant Budget for FY2018-2019 | DEPARTMENT: Community Development |
| AGENDA SECTION: | AMOUNT: \$822,220 |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 30, 2018 |
| SUMMARY HIGHLIGHTS: It is anticipated that the Rantoul Community Development Block Grant program will have a budget in FY18-19 of \$822,220. Revenues include: \$331,502 in new grant funding from the U.S. Dept. of Housing & Urban Development; \$490,718 in carry-over grant funding. On July 26, 2018 the Citizens Advisory Committee recommended that the following activities be funded: Administration/Planning - \$65,249; Social Service Agency grants - \$87,672; \$257,353 for owner-occupied housing rehabilitation; \$333,166 for infrastructure development; and \$78,780 for building demolition. | |
| RECOMMENDED ACTION: Board approval of, and authorization to submit, the 2018 Annual Action Plan to HUD. | |
| DEPARTMENT HEAD APPROVAL:  | VILLAGE ADMINISTRATOR:  |
| AGENDA PAGE NUMBER: | |

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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| SUBJECT: Community Development Block Grant Budget for FY2018-2019 | DEPARTMENT: Community Development |
|--|--------------------------------------|

BACKGROUND/DISCUSSION:

The total 2018 CDBG budget is \$860,197, which includes \$331,502 in new grant funding; \$490,718 carried-over from previous HUD grants; and \$37,977 from the Rental Rehabilitation fund.

The proposed budget which the Citizens Advisory Committee reviewed and recommended to the Village Board on July 26, 2018 includes: \$257,353 for housing rehabilitation program construction costs (4 full-home and 16 minor projects anticipated), which includes lead-based paint activities; \$32,868 for housing rehabilitation program delivery, which includes the fees paid to the Champaign County Regional Planning Commission; \$87,672 to provide to social services. (This amount includes carry-over from 2017 grants in the amount of \$37,947 plus \$49,725 from 2018 money for the 2018 grant applications); \$65,249 will be used for planning, management and administrative costs; \$333,166 for infrastructure projects which include resurfacing of Willow Pond Road, water main replacement project on N. Tanner Street, and four traffic control devices for N. and S. Maplewood Street, E. Grove Avenue and N. Sheldon St; and \$78,780 for building demolition costs.

The Citizens Advisory Committee also set forth the allocation amounts for the 2018-2019 social service agency grant applications. The total amount being requested for social service funding was \$58,030 and the amount allowed to be set forth for these grants out of the new grant funding was \$49,725 (15% of \$331,502). Unfortunately because the amount we are allowed to set aside for the social service grants is much lower than the total amount being requested, that means that the agencies were not granted the full amounts they were requesting. We received 6 applications for funding and staff put forth recommendations for the allocation for each of those applications. The Citizens Advisory Committee felt that the recommendations were fair amounts noting that each of the amounts were approximately 80% of the amounts being requested.

The recommended funding for each of the social service grants is as follows:

| FY2017-2018 Carry-Over Grants | | FY2018-2019 New Grants | |
|-------------------------------|------------|--------------------------------------|----------|
| SmileHealthy | \$8,000.00 | SmileHealthy | \$ 5,016 |
| Sr. Resource Ctr C & A | \$5,000.00 | Sr. Resource Ctr C & A | \$ 3,966 |
| Sr. Resource Ctr Home Care | \$4,000.00 | Sr. Resource Ctr Home Care | \$ 3,466 |
| Youth Assessment Center | \$6,911.00 | Youth Assessment Center | \$ 8,616 |
| Crisis Nursery | \$6,911.00 | Crisis Nursery | \$16,046 |
| Prairie Center | \$6,911.00 | Rosecrance (formerly Prairie Center) | \$12,616 |
| Big Brothers, Big Sisters | \$6,911.00 | | |

AGENDA PAGE NUMBER:

**COMMUNITY DEVELOPMENT RESOLUTION NO. 294
RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES TO APPROVE
THE 2018 ANNUAL ACTION PLAN (B-18-MC-17-0019) AND TO FILE A SUBMISSION
FOR ASSISTANCE UNDER THE HOUSING AND COMMUNITY DEVELOPMENT
ACT, AS AMENDED**

WHEREAS, the purpose of the Consolidated Plan is to identify strategies and resources available to meet affordable housing and community development needs for the five-year period from FY2013-2014 to FY2017-2018; and

WHEREAS, the Consolidated Plan includes an Annual Action Plan for FY2018-2019 that serves as the Village of Rantoul's application to the Federal Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds; and

WHEREAS, two public hearings were conducted by the Rantoul Citizens Advisory Committee to receive input on the Annual Action Plan, on March 22, 2018 and July 26, 2018; and,

WHEREAS, the Annual Action Plan must be submitted to HUD by August 16, 2017;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Rantoul, Illinois, that:

1. The Village Board approves the attached FY2018-2019 Annual Action Plan; and,
2. The Village Board authorizes the President of the Board of Trustees to submit the proposal and all understandings and assurances contained therein and directs and authorizes the President to provide additional information as may be necessary.

PASSED AND APPROVED this _____ day of _____, 2018.

Charles R. Smith, President
Village Board of Trustees

ATTEST:

Mike Graham
Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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| AGENDA ITEM | PAGE _____ OF _____ |
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|---|---------------------------------|
| ITEM: Construction Engineering Services for the Airport Improvement - Taxiway E Reconstruction & Realignment project | DEPARTMENT: Public Works |
|---|---------------------------------|

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| AGENDA SECTION: | AMOUNT: \$99,192.07 - IDOT (95%) <u>\$5,220.63 - Village (5%)</u> \$104,412.70 - Total |
|------------------------|---|

| | |
|--|----------------------------|
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 20, 2018 |
|--|----------------------------|

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & McDonnell, Inc. (airport consultant: 2013-2018) to provide the construction engineering (CE) services for the Taxiway E Reconstruction & Realignment project. 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 construction services costs (\$5,220.63), 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.

This work was identified as the next improvement from the Airport's 2016 submission in the long-range Transportation Improvement Program (TIP). Design services have been completed with construction to begin this summer/fall of 2018. The estimated cost of construction is \$1,091,444.00. A breakdown of funding is as follows: FFY-2017 Non-Primary Entitlement Funds (\$148,500.00), FFY-2017 Federal Non-Primary Discretionary Funds (\$833,800.00) and a State Match (\$54,572.00) and the Village will be responsible for five percent (5%) of the construction costs (\$54,572.00). The Village's component for the construction services is \$5,220.63 and is included in the FY2019 Budget.

This work will be staged to minimize conflicts with critical airport users.

RECOMMENDED ACTION: Authorize a construction engineering service agreement with Burns & McDonnell, Inc. in the not-to-exceed amount of \$104,412.70 (Village share of \$5,220.63) for the Taxiway E Reconstruction & Realignment project.

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| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>GH</i> Eric Vences <i>EV</i> | VILLAGE ADMINISTRATOR: <i>Richard A. Guider</i> |
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AGENDA PAGE NUMBER:

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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| AGENDA ITEM | PAGE <u> </u> OF <u> </u> |
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|---|---------------------------------|
| ITEM: Engineering Services to Design the Airport Improvements of Taxiway E | DEPARTMENT: Public Works |
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|------------------------|--|
| AGENDA SECTION: | AMOUNT: \$101,087.39 - IDOT (95%) <u>\$5,320.39 - Village (5%)</u> \$106,407.78 - Total |
|------------------------|--|

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|--|--------------------------------|
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: December 12, 2017 |
|--|--------------------------------|

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & 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.

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.

This work will be staged to minimize conflicts with critical airport users.

RECOMMENDED ACTION: Authorize an engineering service agreement with Burns & 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.

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

Federal Num: 3-17-SBGP-133 N, 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-133 A
 Airport: RANTOUL NATIONAL AVIATION CENTER
 Description: Taxiway - Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27

Fed Status: Pending

State Status: Pending



Line Item Status

| Num | Description | Total | Federal | State | Local | Pd to Date | Balance |
|-------------------------------|---|---------------------|-------------------|------------------|------------------|-------------|---------------------|
| 1 | Construction - Cross Construction, Inc. As-Bid (06/15/2018 Letting) | 880,295.48 | 792,265.93 | 44,014.77 | 44,014.78 | 0.00 | 880,295.48 |
| ✓ 2 | Eng. Design - Costs Incurred - Village of Rantoul* | 106,407.78 | 95,767.00 | 5,320.39 | 5,320.39 | 0.00 | 106,407.78 |
| ⇒ 3 | B&M CPFF Design Eng. Construction - Costs Incurred - Village of Rantoul* | 104,412.70 | 93,971.43 | 5,220.64 | 5,220.63 | 0.00 | 104,412.70 |
| | B&M CPFF Inspection | | | | | | |
| 5 | Sponsor Reimb - Village of Rantoul* NPDES Permit | 250.00 | 225.00 | 12.50 | 12.50 | 0.00 | 250.00 |
| 6 | Inter-fund transfer OUT - Treas, St of IL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | Inter-fund transfer IN - Treas, St of IL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL ELIGIBLE COSTS | | 1,091,365.96 | 982,229.36 | 54,568.30 | 54,568.30 | 0.00 | 1,091,365.96 |
| Reserves (+) / shortfalls (-) | | 78.04 | 70.64 | 3.70 | 3.70 | 0.00 | 78.04 |
| TOTAL APPROVED FUNDING | | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 | 0.00 | 1,091,444.00 |

State Num: TIP-4579-0000 Program Year: 2017 **Project Status Report** Exhibit 1 As of 10 Jul 2018 10:22 Page 2
 Federal Num: 3-17-SBGP-133 N, 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-133 A
 Airport: RANTOUL NATIONAL AVIATION CENTER Fed Status: Pending State Status: Pending
 Description: Taxiway - Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27

Funding Summary

| <u>Amend Num</u> | <u>Description</u> | <u>Total</u> | <u>Federal</u> | <u>State</u> | <u>Local</u> |
|---------------------------------------|--------------------|--------------|----------------|--------------|--------------|
| | Agency agreement | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 |
| TOTAL APPROVED FUNDING | | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 |
| Program budget (for information only) | | 1,096,543.82 | 986,889.82 | 54,827.00 | 54,827.00 |

Greg Hazel

From: Eric Vences <EVences@village.rantoul.il.us>
Sent: Friday, July 20, 2018 5:21 PM
To: Greg Hazel
Subject: Fwd: TIP-4579 Construction Services Phase Engineering Fee Approval

Sent from my Verizon Motorola Smartphone

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

From: "Staats, Joseph" <Joseph.Staats@illinois.gov>
Date: May 18, 2018 11:32 AM
Subject: TIP-4579 Construction Services Phase Engineering Fee Approval
To: "McLaughlin, Stephen J (Steve)" <sjmclaughlin@burnsmcd.com>
Cc: "Quinlan, Brian" <bquinlan@burnsmcd.com>, "Brod, Kristy L." <Kristy.Brod@illinois.gov>, "Long, Steven J" <Steven.Long@illinois.gov>, Eric Vences <EVences@village.rantoul.il.us>

Steve,

Following an independent review and analysis of your proposed **construction** services phase engineering fee for TIP-4579, Reconstruct and Realign Taxiway E at the West End of the Intersection with Runway 9-27, the following has been approved by this office:

Construction: a cost plus fixed payment of \$11,665.18 total amount not to exceed \$104,412.70. ✓

Please provide me with a copy of the executed engineering agreement.

Thank you,

Joseph K. Staats

Assistant Airport Design Engineer

IDOT Division of Aeronautics

One Langhorne Bond Drive

Springfield, IL 62707-8415

Tele: 217.785.5746

Fax: 217.785.4533

Joseph.Staats@illinois.gov

**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 checked="" type="checkbox"/> Construction Phase Services |
| <input type="checkbox"/> Design Phase Services | <input type="checkbox"/> Planning and Special Services |

THIS AGREEMENT, made at Rantoul, Illinois, this _____ day of _____ in the year 2018 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 includes construction phase services for the reconstruction and realignment of approximately 1,400 LF of Taxiway E at the west end of intersection with Runway 9-27. The scope of work will also includes pavement removal, some grading and drainage to maintain current drainage paths, lighting, pavement marking, and landscaping.

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 \$ _____
 total amount not to exceed \$ _____ 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 \$ ~~11,623.42~~ # 11,665.18
 total amount not to exceed \$ ~~97,874.94~~ # 104,412.70
 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 _____ Vice President (title) and duly authorized representative of the firm Burns & McDonnell Engineering Co., Inc whose address is 1431 Opus Place, Suite 400, Downer's Grove, Illinois, 60515 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

Mike Folta

Print Name

Vice President

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

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/FEES 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 _____, 2018.
(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 _____
Mike Folta, Vice President
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> ¹ | _____ |
| 3. <u>Direct Nonsalary Expenses</u> | |
| Lodging ^{2,3} | _____ |
| Meals/Per Diem ^{2,3} | _____ |
| Transportation ² | _____ |
| Materials & Supplies | _____ |
| Printing | _____ |
| CADD time ⁴ | _____ |
| Other Costs (excluding outside services) | _____ |
| 4. <u>Fixed Payment</u> ⁵ | _____ |
| 5. <u>Outside Services</u> | _____ |
| Lump Sum | |
| Total Amount Not to Exceed | _____ |

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

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

| 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 | _____ | _____ | _____ |
| Total | _____ (hours) | _____ (average) | _____ (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> | \$24,248.00 | (ATTACHMENT C-1) |
| 2. <u>Labor and General and Administrative Overhead</u> ¹ | \$52,203.52 | |
| 3. <u>Direct Nonsalary Expenses</u> | | |
| Lodging ^{2,3} | _____ | |
| Meals/Per Diem ^{2,3} | _____ | |
| Transportation ² | \$3,387.00 | |
| Materials & Supplies | _____ | |
| Printing | \$430.00 | |
| CADD time ⁴ | _____ | |
| Other Costs (excluding outside services) | _____ | |
| 4. <u>Fixed Payment</u> ⁵ | \$11,623.42 | |
| 5. <u>Outside Services</u> | \$5,908.00 | |
| Cost Plus Fixed Payment | | |
| Total Amount Not to Exceed | \$97,974.94 | |

Estimated Number of Calendar Days: _____ 97 _____

Estimated Days of On-Site Resident Engineer Services: _____ 49 _____

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

| Classification* | Hours | \$Rate/Hour | Cost (\$) |
|-------------------------------|----------------|----------------------|--|
| Principal | | | |
| Vice Principal | | | |
| Project Manager | | | |
| Senior Project Engineer | 56 | \$62.00 | \$3,472.00 |
| Senior Project Architect | | | |
| Project Engineer | | | |
| Resident Engineer | | | |
| Senior Engineer | | | |
| Senior Architect | | | |
| Engineer | 562 | \$36.00 | \$20,232.00 |
| Planner | | | |
| Registered Land Surveyor | | | |
| Land Surveyor | | | |
| Senior Engineering Technician | | | |
| Engineering Technician | 10 | \$34.00 | \$340.00 |
| Engineering Assistant | | | |
| CADD/Draftsman/Technician | | | |
| Clerical | 12 | \$17.00 | \$204.00 |
| Total | 640 (hours) | \$37.88 (average) | \$24,248.00 (total direct salary costs) (ATTACHMENT C) |

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

Rantoul National Aviation Center
Reconstruction of Taxiway E
Design Phase Proposal
March 23, 2018

| Estimate of Manhours | | | | | | | |
|-----------------------|---|----------------------------|----------------------------|---------------------|------------------------|-----------|------------------|
| Task No. | Task Description | Senior Project Engr./Arch. | Senior Engineer/ Architect | Engineer/ Architect | Engineering Technician | Clerical | Summary of Hours |
| 1.0 | Site Observation | | | | | | |
| 1.01 | Attend and conduct preconstruction meeting | 8 | | 8 | | | 16 |
| 1.02 | Review Shop Drawings | 20 | | 48 | | | 68 |
| 1.03 | RFI Response | 16 | | 20 | | | 36 |
| 1.04 | Provide a resident project representative (55 days @ 8 hrs / day) | | | 440 | | | 440 |
| 1.05 | Final Inspection | 8 | | 8 | | | 16 |
| 1.06 | As-Built Drawings | | | 10 | 10 | | 20 |
| 1.07 | Prepare final change order & closeout documentation | | | 20 | | | 20 |
| 1.08 | Attend IDA documentation audit | | | 8 | | | 8 |
| 1.09 | Project management and administration | 4 | | | | 12 | 16 |
| Manhour Totals | | 56 | 0 | 562 | 10 | 12 | 640 |

| Labor | | | | | | | |
|-------------------------|---------------------------------------|------------|----------|-------------|------------|-----------|--------------------|
| | Hourly Rates | \$62.00 | \$46.00 | \$36.00 | \$34.00 | \$17.00 | |
| | Cost | \$3,472.00 | \$0.00 | \$20,232.00 | \$340.00 | \$204.00 | |
| | Total Labor Cost | | | | | | \$24,248.00 |
| | Labor and Admin. (Overhead 215.29%) | | | | | | \$52,203.52 |
| | Expenses | | | | | | |
| | Travel (Pre-Construction, Punch List) | | \$528.00 | miles @ | \$0.535 | per mile | \$282.00 |
| | Printing | | 430 | sf @ | \$1.00 | per sf | \$430.00 |
| | Shipping | | 7 | each @ | \$25.00 | per each | \$175.00 |
| | Vehicle | | 3 | month @ | \$1,035.00 | per month | \$3,105.00 |
| | Fixed Payment (14.5%) | | | | | | \$11,623.42 |
| Total Labor Cost | | | | | | | \$92,066.94 |

| Direct Costs | | | | | | | |
|----------------------------|----------------------------|--|---|------|------------|---------------------------|--------------------|
| | Ramsey Engineering | | 1 | LS @ | \$4,398.00 | Per LS | \$4,398.00 |
| | Chicago Testing Laboratory | | 1 | LS @ | \$1,510.00 | Per LS | \$1,510.00 |
| Total Expenses Cost | | | | | | | \$5,908.00 |
| | | | | | | Total Project Cost | \$97,974.94 |

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> ¹ | _____ |
| 3. <u>Direct Nonsalary Expenses</u> | |
| Lodging ^{2,3} | _____ |
| Meals/Per Diem ^{2,3} | _____ |
| Transportation ² | _____ |
| Materials & Supplies | _____ |
| Printing | _____ |
| CADD time ⁴ | _____ |
| Other Costs (excluding outside services) | _____ |
| 4. <u>Fixed Payment</u> ⁵ | _____ |
| 5. <u>Outside Services</u> | _____ |
| Cost Plus Fixed Payment | |
| Total Amount Not to Exceed | \$ _____ |
| OR | |
| Lump Sum | |
| Total Amount Not to Exceed | \$ _____ |

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

| 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 | _____ | _____ | _____ |
| Total | _____ (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.

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):

- | | |
|--|--|
| <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): _____

| | <u>To Date</u> | <u>Billing</u> |
|--|----------------|----------------|
| <u>Period</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 _____ \$ _____
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 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 | |
| ASTM D 2217 | |
| ASTM D 422 Combined Sieve and Hydrometer | |
| ASTM D 698, Moisture-Density Relations of Soil | 2 |
| 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 | |
| AASHTO T 222, Modulus of Soil Reaction | |
| ASTM D 2487, Soil Classification "Unified System" | |
| ASTM D 1586, Standard Test Method for SPT and Split-Barrel Sampling of Soils | |
| ASTM D 2113, Soil Borings | |
| 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 | |
| AASHTO T312, Relative Density of HMA (Gyratory compactor) | 2 |
| ASTM C 136, Gradation | |
| ASTM D 2172, Extraction and Gradation | 2 |
| ASTM D 2726, Bulk Specific Gravity | 2 |
| ASTM D 2041, Maximum Theoretical Specific Gravity | |
| ASTM D 2950, Nuclear Density | 80 |
| ASTM D3549, Thickness of Compacted Bituminous Mix Specimens | |
| ASTM C 117 Washed Aggregate Sample | |
| ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index | |
| ASTM C 127, Absorption and Specific Gravity | |
| ASTM C 128 | |
| ASTM C 566, Moisture Content | |
| ASTM C 31, PCC Test Cylinders | 4 |
| ASTM C 141, Slump | 2 |
| ASTM C 231, Air Content | 2 |
| 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 | _____ |
| | |
| TOTAL PAYROLL BURDEN & FRINGE COSTS | _____ % |

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: Rantoul National Aviation Center Airport Letting Date: June 15, 2018
IL Project No.: TIP-4579
Federal Project No.: 3-17-SBGP-120/139
Contract No: RA-016
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): January 23, 2018.
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 March 23, 2018

By: [Signature]

Date March 23, 2018

By: [Signature] Sponsor
[Signature] P.E.
Project Engineer (Consultant)

Date _____

By: _____ P.E.
Aeronautics Design Engineer

Date _____

By: _____ P.E.
Aeronautics Engineer of Design

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____
 Address _____
 Telephone _____

Subject

Airport _____
 Illinois Project No. _____
 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. | | | |
| Totals | | | |

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 _____

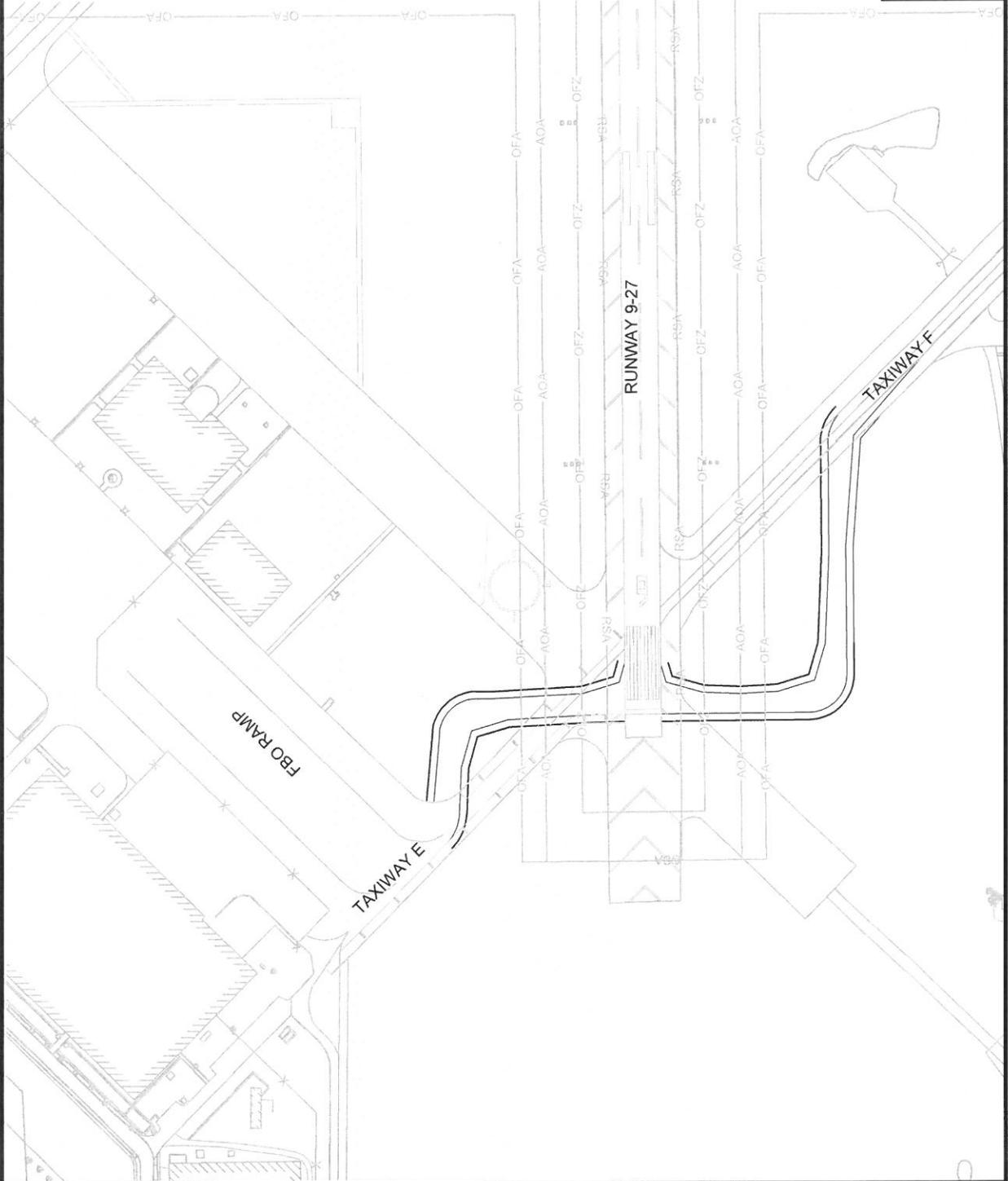
Print Name _____
 Title _____
 Signature _____
 Date _____

ATTACHMENT P

PROJECT SKETCH



SCALE IN FEET



ATTACHMENT P
RANTOUL AIRPORT
RECONSTRUCT
TAXIWAY E



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) | | 100% Approved and Sealed Final Plans and Specifications to IDA | IDOT Letting Date | Anticipated Award Date | Anticipated Start to Work Date |
|--|--|--|-------------------|------------------------------|--------------------------------------|
| START (0%) Pre-design Meeting Target Date | 35% Engineering Report to IDA for Comments | | | | |
| 18-Nov-2016 | 13-Jan-2017 | 24-Mar-2017 | 21-Apr-2017 | 11-Aug-2017 | 25-Aug-2017 |
| 06-Jan-2017 | 03-Mar-2017 | 12-May-2017 | 09-Jun-2017 | 29-Sep-2017 | 13-Oct-2017 |
| 24-Feb-2017 | 21-Apr-2017 | 30-Jun-2017 | 28-Jul-2017 | 17-Nov-2017 | 01-May-2018 |
| 21-Apr-2017 | 16-Jun-2017 | 25-Aug-2017 | 22-Sep-2017 | 12-Jan-2018 | 01-May-2018 |
| 23-Jun-2017 | 18-Aug-2017 | 27-Oct-2017 | 24-Nov-2017 | 16-Mar-2018 | 01-May-2018 |
| 11-Aug-2017 | 06-Oct-2017 | 15-Dec-2017 | 12-Jan-2018 | 04-May-2018 | 18-May-2018 |
| 29-Sep-2017 | 24-Nov-2017 | 02-Feb-2018 | 02-Mar-2018 | 22-Jun-2018 | 06-Jul-2018 |
| 17-Nov-2017 | 12-Jan-2018 | 23-Mar-2018 | 20-Apr-2018 | 10-Aug-2018 | 24-Aug-2018 |
| 05-Jan-2018 | 02-Mar-2018 | 11-May-2018 | 08-Jun-2018 | 28-Sep-2018 | 12-Oct-2018 |
| 23-Feb-2018 | 20-Apr-2018 | 29-Jun-2018 | 27-Jul-2018 | 16-Nov-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.

Mr. Carson Vericker
June 17, 2016
Page Two

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,



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**

| CATEGORY | STATUS |
|---|---------------|
| 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 9th 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**

| | | |
|--------------------|-------------------|-----------------|
| AGENDA ITEM | PAGE _____ | OF _____ |
|--------------------|-------------------|-----------------|

| | |
|--|---|
| ITEM: Construction Contract with Cross Construction for the Airport Improvement - Taxiway E Reconstruction & Realignment | DEPARTMENT: Public Works - Airport |
| AGENDA SECTION: | AMOUNT: \$836,280.70 - IDOT (95%) <u>\$44,014.78 - Village (5%)</u> \$880,295.48 - Total |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 20, 2018 |

SUMMARY HIGHLIGHTS:

This Agenda Item provides for a construction contract with Cross Construction, Inc. for the construction of the Taxiway E Reconstruction & Realignment project. 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 construction costs (\$44,014.78), while the remaining funds (\$836,280.70) will be provided by the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this construction agreement.

This work was identified as the next improvement from the Airport's 2016 submission in the long-range Transportation Improvement Program (TIP). Design services have been completed, the project advertised, and bids were received on June 15, 2018. Cross Construction, Inc. provided the apparent low bid in the amount of \$880,295.48.

The total approved project funding is \$1,091,444.00. A breakdown of this funding is as follows: FFY-2017 Non-Primary Entitlement Funds (\$148,500.00), FFY-2017 Federal Non-Primary Discretionary Funds (\$833,800.00) and a State Match (\$54,572.00) and the Village will be responsible for five percent (5%) of the project costs (\$54,572.00). The Village's component for the construction phase is \$44,014.78 and is included in the FY2019 Budget.

This work will be staged to minimize conflicts with critical airport users.

RECOMMENDED ACTION: Authorize a construction contract with Cross Construction in the amount of \$880,295.48 (Village share of \$44,014.78) for the Taxiway E Reconstruction & Realignment project.

| | |
|---|---|
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences  | VILLAGE ADMINISTRATOR:  |
|---|---|

AGENDA PAGE NUMBER:



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

July 12, 2018

Cross Construction, Inc.
3615 N. Countryview Rd
Urbana, IL 61802

Re: Item 03A – June 15, 2018 Letting
Rantoul National Aviation Center
Illinois Project Number TIP-4579
SBG Project Number 3-17-SBGP-120/133/139
Contract Number RA016

Dear Contractor:

This office received bids on June 15, 2018 for the above referenced project. Your firm was read as the apparent low bidder.

It is our intent to award the contract within 60 days of the letting, subject to the review and acceptance of the bid for responsiveness, the release of state project funds, and other post-letting administrative requirements.

If you have any questions concerning this matter, please feel free to contact me at (217) 785-4214.

Sincerely,

A handwritten signature in blue ink that reads "Steven J. Long".

Steven J. Long, P.E.
Engineer of Design

jks for SJL

cc: Alan Mlacnik, P.E., Bureau Chief of Airport Engineering
Kristy Brod, P.E., Design Engineer
Stephen J. McLaughlin, P.E., Burns & McDonnell Engineering Co.
Brian Quinlan, P.E., Burns & McDonnell Engineering Co.
Eric Vences, Rantoul National Aviation Center
Greg Hazel, Village of Rantoul

Line Item Status

| Num | Description | Total | Federal | State | Local | Pd to Date | Balance |
|-----|---|---------------------|-------------------|------------------|------------------|-------------|---------------------|
| 1 | Construction - Cross Construction, Inc. As-Bid (06/15/2018 Letting) | 880,295.48 | 792,265.93 | 44,014.77 | 44,014.78 | 0.00 | 880,295.48 |
| 2 | Eng. Design - Costs Incurred - Village of Rantoul* | 106,407.78 | 95,767.00 | 5,320.39 | 5,320.39 | 0.00 | 106,407.78 |
| | B&M CPFF Design | | | | | | |
| 3 | Eng. Construction - Costs Incurred - Village of Rantoul* | 104,412.70 | 93,971.43 | 5,220.64 | 5,220.63 | 0.00 | 104,412.70 |
| | B&M CPFF Inspection | | | | | | |
| 5 | Sponsor Reimb - Village of Rantoul* NPDES Permit | 250.00 | 225.00 | 12.50 | 12.50 | 0.00 | 250.00 |
| 6 | Inter-fund transfer OUT - Treas, St of IL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | Inter-fund transfer IN - Treas, St of IL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | TOTAL ELIGIBLE COSTS | 1,091,365.96 | 982,229.36 | 54,568.30 | 54,568.30 | 0.00 | 1,091,365.96 |
| | Reserves (+) / shortfalls (-) | 78.04 | 70.64 | 3.70 | 3.70 | 0.00 | 78.04 |
| | TOTAL APPROVED FUNDING | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 | 0.00 | 1,091,444.00 |

State Num: TIP-4579-0000 Program Year: 2017 **Project Status Report** Exhibit 1 As of 10 Jul 2018 10:22 Page 2
 Federal Num: 3-17-SBGP-133 N, 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-133 A
 Airport: RANTOUL NATIONAL AVIATION CENTER Fed Status: Pending State Status: Pending
 Description: Taxiway - Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27

Funding Summary

| Amend Num | Description | Total | Federal | State | Local |
|---------------------------------------|------------------|--------------|------------|-----------|-----------|
| | Agency agreement | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 |
| TOTAL APPROVED FUNDING | | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 |
| Program budget (for information only) | | 1,096,543.82 | 986,889.82 | 54,827.00 | 54,827.00 |



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

July 10, 2018

Mr. Eric Vences
Airport Manager
Rantoul National Aviation Center
6 Aviation Center Drive
Rantoul, Illinois 61866

Re: Agency Agreement for Execution
Project Description: Taxiway - Reconstruct and realign Taxiway
E at the west end of the intersection with Runway 9-27
Letting Date: June 15, 2018
Illinois Project: TIP-4579
SH028/3-17-SBGP-120, 133 & 139

Dear Mr. Vences:

Please find the Agency Agreement (Agreement) and applicable Sponsor Certifications attached regarding the above-mentioned project for completion and execution by the Village of Rantoul.

Bids were received for this project on June 15, 2018. In order for the Division to award this contract, please return the signed agreement along with all applicable Sponsor Certifications to our office as soon as possible. After execution by the State, a fully executed copy of the Agency Agreement will be returned for your files.

We are also requesting payment of the local share. As shown on Page 3 of the Agency Agreement and depicted on the Project Status Report, the Village's share of the above-mentioned project is: \$54,572.00. Please note that the local share must be received prior to making the project active.

July 10, 2018
Page 2

All checks should be made payable to the Treasurer, State of Illinois,
and should have the following notation typed or printed on it.

"To be deposited in the Airport Fund Account,
TIP-4579, 3-17-SBGP-120, 133 & 139, RA016."

Please send the local share check along with the signed Agency
Agreement.

If there are any questions, feel free to contact our office.

Sincerely,



Alan D. Mlacnik, P.E.
Bureau Chief of Airport Engineering

Attachments

ADM/rsb



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

July 11, 2018

Mr. Eric Vences
Airport Manager
Rantoul National Aviation Center
6 Aviation Center Drive
Rantoul, IL 61866

Re: Item 03A – June 15, 2018 Letting
Rantoul National Aviation Center
Illinois Project Number TIP-4579
SBG Project Number 3-17-SBGP-120/133/139
Contract Number RA016

Dear Mr. Vences:

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, Cross Construction, Inc., in the amount of \$880,295.48.

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding, and other post-letting administrative requirements.

If you have any questions concerning this matter, please contact me at (217) 785-4214.

Sincerely,

A handwritten signature in blue ink that reads "Steven J. Long".

Steven J. Long, P.E.
Engineer of Design

Award Concurrence/Authorization

(Sponsor Signature and Title)

Enclosure (1)
jks for SJL

cc: Alan Mlacnik, P.E., Bureau Chief of Airport Engineering
Kristy Brod, P.E., Design Engineer
Stephen J. McLaughlin, P.E., Burns & McDonnell Engineering Co.
Brian Quinlan, P.E., Burns & McDonnell Engineering Co.
Greg Hazel, Village of Rantoul

ELMS012:DTGB2390:ELMR090
 06/19/18 10:37:54
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 05

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 1
 LETTING DATE 06/15/2018
 LETTING ITEM NBR 003A
 CONTRACT NBR RA016

| COUNTY NAME/CODE | SECTION | PROJECT NUMBER | ROUTE (S) | | |
|------------------|-------------------------------------|---------------------------|-----------------|-------------|----------------------------|
| CHAMPAIGN /019 | RANTOUL NATIONAL AVIATION CENT | 317SBGP120/139-TIP /457/9 | | | |
| PAY ITEM NBR | PAY ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL PAY ITEM AWARD PRICE |
| AR108158 | 1/C #8 5 KV UG CABLE IN UD | 4,050.000 | L.F. | 5.8500 | 23,692.50 |
| AR108960 | REMOVE CABLE | 4,100.000 | L.F. | 1.2400 | 5,084.00 |
| AR110212 | 2" STEEL DUCT, DIRECT BURY | 101.000 | L.F. | 13.6500 | 1,378.65 |
| AR125410 | MITL-STAKE MOUNTED | 56.000 | EACH | 526.5000 | 29,484.00 |
| AR125902 | REMOVE BASE MOUNTED LIGHT | 29.000 | EACH | 325.0000 | 9,425.00 |
| AR125904 | REMOVE TAXI GUIDANCE SIGN | 1.000 | EACH | 585.0000 | 585.00 |
| AR125964 | RELOCATE TAXI GUIDANCE SIGN | 3.000 | EACH | 3,152.5000 | 9,457.50 |
| AR150520 | MOBILIZATION | 1.000 | L.S. | 25,000.0000 | 25,000.00 |
| AR150530 | TRAFFIC MAINTENANCE | 1.000 | L.S. | 17,500.0000 | 17,500.00 |
| AR152410 | UNCLASSIFIED EXCAVATION | 4,700.000 | C.Y. | 30.0000 | 141,000.00 |
| AR155530 | HYDRATED LIME | 157.000 | TON | 571.8900 | 89,786.73 |
| AR156510 | SILT FENCE | 524.000 | L.F. | 6.0000 | 3,144.00 |
| AR156520 | INLET PROTECTION | 4.000 | EACH | 300.0000 | 1,200.00 |
| AR209608 | CRUSHED AGG. BASE COURSE - 8" | 8,097.000 | S.Y. | 13.0000 | 105,261.00 |
| AR401613 | BIT. SURF. CSE.-METHOD I, SUPERPAVE | 750.000 | TON | 135.0000 | 101,250.00 |
| AR401650 | BITUMINOUS PAVEMENT MILLING | 839.000 | S.Y. | 20.0000 | 16,780.00 |
| AR403613 | BIT. BASE CSE.-METHOD I, SUPERPAVE | 1,093.000 | TON | 105.0000 | 114,765.00 |
| AR501905 | REMOVE PAVEMENT | 9,713.000 | S.Y. | 8.0000 | 77,704.00 |
| AR602510 | BITUMINOUS PRIME COAT | 3,902.000 | GAL. | 3.2500 | 12,681.50 |
| AR603510 | BITUMINOUS TACK COAT | 1,296.000 | GAL. | 3.3500 | 4,341.60 |
| AR620520 | PAVEMENT MARKING-WATERBORNE | 5,900.000 | S.F. | 1.5000 | 8,850.00 |
| AR620900 | PAVEMENT MARKING REMOVAL | 1,000.000 | S.F. | 5.0000 | 5,000.00 |
| AR701512 | 12" RCP, CLASS IV | 535.000 | L.F. | 45.0000 | 24,075.00 |

ELMS012:DTGB2390:ELMR090
 06/19/18 10:37:54
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 05

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 2
 LETTING DATE 06/15/2018
 LETTING ITEM NBR 003A
 CONTRACT NBR RA016

| COUNTY NAME/CODE | SECTION | PROJECT NUMBER | ROUTE(S) | | |
|------------------|----------------------------------|---------------------------|-----------------|----------------------|----------------------------|
| CHAMPAIGN /019 | RANTOUL NATIONAL AVIATION CENT | 317SBGP120/139-TIP /457/9 | | | |
| PAY ITEM NBR | PAY ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL PAY ITEM AWARD PRICE |
| AR751412 | INLET-TYPE B | 3.000 | EACH | 2,100.0000 | 6,300.00 |
| AR751550 | MANHOLE 5' | 1.000 | EACH | 4,000.0000 | 4,000.00 |
| AR751903 | REMOVE MANHOLE | 1.000 | EACH | 900.0000 | 900.00 |
| AR752412 | PRECAST REINFORCED CONC. FES 12" | 1.000 | EACH | 2,000.0000 | 2,000.00 |
| AR901510 | SEEDING | 3.250 | ACRE | 7,200.0000 | 23,400.00 |
| AR908510 | MULCHING | 3.250 | ACRE | 5,000.0000 | 16,250.00 |
| | | | | CONTRACT TOTAL AWARD | 880,295.48 |

*** END OF REPORT ***

| COUNTY NAME/CODE | SECTION | PROJECT NUMBER | ROUTE(S) | | |
|------------------|-------------------------------------|---------------------------|-----------------|-------------|----------------------------|
| CHAMPAIGN /019 | RANTOUL NATIONAL AVIATION CENT | 317SBGP120/139-TIP /457/9 | | | |
| PAY ITEM NBR | PAY ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL PAY ITEM AWARD PRICE |
| AR108158 | 1/C #8 5 KV UG CABLE IN UD | 4,050.000 | L.F. | 5.8500 | 23,692.50 |
| AR108960 | REMOVE CABLE | 4,100.000 | L.F. | 1.2400 | 5,084.00 |
| AR110212 | 2" STEEL DUCT, DIRECT BURY | 101.000 | L.F. | 13.6500 | 1,378.65 |
| AR125410 | MITL-STAKE MOUNTED | 56.000 | EACH | 526.5000 | 29,484.00 |
| AR125902 | REMOVE BASE MOUNTED LIGHT | 29.000 | EACH | 325.0000 | 9,425.00 |
| AR125904 | REMOVE TAXI GUIDANCE SIGN | 1.000 | EACH | 585.0000 | 585.00 |
| AR125964 | RELOCATE TAXI GUIDANCE SIGN | 3.000 | EACH | 3,152.5000 | 9,457.50 |
| AR150520 | MOBILIZATION | 1.000 | L.S. | 25,000.0000 | 25,000.00 |
| AR150530 | TRAFFIC MAINTENANCE | 1.000 | L.S. | 17,500.0000 | 17,500.00 |
| AR152410 | UNCLASSIFIED EXCAVATION | 4,700.000 | C.Y. | 30.0000 | 141,000.00 |
| AR155530 | HYDRATED LIME | 157.000 | TON | 571.8900 | 89,786.73 |
| AR156510 | SILT FENCE | 524.000 | L.F. | 6.0000 | 3,144.00 |
| AR156520 | INLET PROTECTION | 4.000 | EACH | 300.0000 | 1,200.00 |
| AR209608 | CRUSHED AGG. BASE COURSE - 8" | 8,097.000 | S.Y. | 13.0000 | 105,261.00 |
| AR401613 | BIT. SURF. CSE.-METHOD I, SUPERPAVE | 750.000 | TON | 135.0000 | 101,250.00 |
| AR401650 | BITUMINOUS PAVEMENT MILLING | 839.000 | S.Y. | 20.0000 | 16,780.00 |
| AR403613 | BIT. BASE CSE.-METHOD I, SUPERPAVE | 1,093.000 | TON | 105.0000 | 114,765.00 |
| AR501905 | REMOVE PAVEMENT | 9,713.000 | S.Y. | 8.0000 | 77,704.00 |
| AR602510 | BITUMINOUS PRIME COAT | 3,902.000 | GAL. | 3.2500 | 12,681.50 |
| AR603510 | BITUMINOUS TACK COAT | 1,296.000 | GAL. | 3.3500 | 4,341.60 |
| AR620520 | PAVEMENT MARKING-WATERBORNE | 5,900.000 | S.F. | 1.5000 | 8,850.00 |
| AR620900 | PAVEMENT MARKING REMOVAL | 1,000.000 | S.F. | 5.0000 | 5,000.00 |
| AR701512 | 12" RCP, CLASS IV | 535.000 | L.F. | 45.0000 | 24,075.00 |

ELMS012:DTGB2390:ELMR090
 06/19/18 10:37:54
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 05

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 2
 LETTING DATE 06/15/2018
 LETTING ITEM NBR 003A
 CONTRACT NBR RA016

| COUNTY NAME/CODE | SECTION | PROJECT NUMBER | ROUTE (S) | | |
|----------------------|----------------------------------|---------------------------|-----------------|------------|----------------------------|
| CHAMPAIGN /019 | RANTOUL NATIONAL AVIATION CENT | 317SBGP120/139-TIP /457/9 | | | |
| PAY ITEM NBR | PAY ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL PAY ITEM AWARD PRICE |
| AR751412 | INLET-TYPE B | 3.000 | EACH | 2,100.0000 | 6,300.00 |
| AR751550 | MANHOLE 5' | 1.000 | EACH | 4,000.0000 | 4,000.00 |
| AR751903 | REMOVE MANHOLE | 1.000 | EACH | 900.0000 | 900.00 |
| AR752412 | PRECAST REINFORCED CONC. FES 12" | 1.000 | EACH | 2,000.0000 | 2,000.00 |
| AR901510 | SEEDING | 3.250 | ACRE | 7,200.0000 | 23,400.00 |
| AR908510 | MULCHING | 3.250 | ACRE | 5,000.0000 | 16,250.00 |
| CONTRACT TOTAL AWARD | | | | | 880,295.48 |

*** E N D O F R E P O R T ***

ELMS014:DTGB2399:ELMR099
 06/19/18 10:37:59
 LETTING DATE: 06 15 2018

UNITS PRICE DEVIATION OF BIDS
 CONTRACT NUMBER: RA016

PAGE: 1
 LETTING ITEM NUMBER: 003A

FEDERAL PROJECT: 3-I7-SBGP-120/139
 ILL PROJECT: TI-P -4579

AIRPORT: RANTOUL NATIONAL AVIATION CENTER COUNTY: CHAMPAIGN

 SUMMARY OF CONTRACTOR BIDS

| BIDR NBR | BIDDER NAME | CONTR GROUP | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | SINGLE LOW BID | BIDR CALC EXTENSION DIFF | NBR BLANK BIDS |
|----------------|------------------------------|----------------|--------------------------------------|--|----------------------|-----------------------------|----------------------|
| 1250 | Cross Construction, Inc. | NO ALT | 880,295.48 | 880,295.48 | * | 0.00+ | |
| DEV % | | | 7.30+ | | | | |
| DEV \$ | | | 59,852.68+ | | | | |
| DEV \$ OVER 5% | | | 18,830.54+ | | | | |
| 4551 | Open Road Paving Company LLC | NO ALT | 1,077,363.28 | 1,077,363.28 | | 0.00+ | |
| DEV % | | | 31.31+ | | | | |

ELMS014:DTGB2399:ELMR099
06/19/18 10:37:59
LETTING DATE: 06 15 2018

ILLINOIS DEPARTMENT OF TRANSPORTATION
UNIT PRICE DEV I A T I O N O F B I D S

PAGE: 2

LETTING TYPE: AERONAUTICS
CONTRACT NUMBER: RA016 LETTING ITEM NUMBER: 003A

FEDERAL PROJECT: 3-17-SBGP-120/139
ILL PROJECT: TI-P -4579

AIRPORT: RANTOUL NATIONAL AVIATION CENTER COUNTY: CHAMPAIGN

SUMMARY OF CONTRACTOR BIDS

| NUMBER OF BIDDERS | AVG BID | DISTRICT EST | CENT BUR EST | AVG DEV % | AVG DEV \$ | DEV \$ OVER 5% |
|----------------------|------------|--------------|--------------|-----------|-------------|----------------|
| 2 | 978,829.38 | 820,442.80 | 820,442.80 | 19.31+ | 158,386.58+ | 117,364.44+ |

I CERTIFY THAT THE UNIT PRICES AS SHOWN
ON THE TABULATION OF BIDS IS A TRUE AND
CORRECT COPY OF THE UNIT PRICES RECEIVED
FOR THIS PROJECT.

STEVE LONG
ENGINEER OF DESIGN - AERONAUTICS

CONTRACT STATUS : SELECTED
AWARD DATE :
PROJECTED COMPLETION DATE:
CONTRACT CALENDAR DAYS : 97
CONSTRUCTION TYPE CODE :

ELMS014:DTGB2399:ELMR099
 06/19/18 10:37:59
 LETTING DATE: 06 15 2018 LETTING TYPE: AERONAUTICS

ILLINOIS DEPARTMENT OF TRANSPORTATION
 U N I T P R I C E D E V I A T I O N O F B I D S

CONTRACT NUMBER: RA016 LETTING ITEM NUMBER: 003A

FEDERAL PROJECT: 3-17-SBGP-120/139
 ILL PROJECT: TI-P -4579

AIRPORT: RANTOUL NATIONAL AVIATION CENTER

COUNTY: CHAMPAIGN

| ITEM NBR | ITEM DESCRIPTION | QUANTITY | UNIT MEASURE | UNIT PRICE | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | BIDR CALC EXTENSION DIFF |
|------------------------------------|------------------------------|-----------|--------------|------------|--------------------------------|------------------------------------|--------------------------|
| DETAIL CONTRACTOR BIDS | | | | | | | |
| ARI08158 | 1/C #8 5 KV UG CABLE IN UD | 4,050.000 | L.F. | 5.8500 * | 23,692.50 | 23,692.50 | |
| * 1250 | Cross Construction, Inc. | | | 12.0000 | 48,600.00 | 48,600.00 | |
| 4551 | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| AVERAGE BID | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | |
| ARI08960 | REMOVE CABLE | 4,100.000 | L.F. | 1.2400 * | 5,084.00 | 5,084.00 | |
| * 1250 | Cross Construction, Inc. | | | 3.0000 | 12,300.00 | 12,300.00 | |
| 4551 | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| AVERAGE BID | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | |
| ARI10212 | 2" STEEL DUCT, DIRECT BURY | 101.000 | L.F. | 13.6500 * | 1,378.65 | 1,378.65 | |
| * 1250 | Cross Construction, Inc. | | | 125.0000 | 12,625.00 | 12,625.00 | |
| 4551 | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| AVERAGE BID | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | |
| ARI125410 | MITL-STAKE MOUNTED | 56.000 | EACH | 526.5000 * | 29,484.00 | 29,484.00 | |
| * 1250 | Cross Construction, Inc. | | | 680.0000 | 38,080.00 | 38,080.00 | |
| 4551 | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| AVERAGE BID | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | |
| ARI125902 | REMOVE BASE MOUNTED LIGHT | 29.000 | EACH | 325.0000 * | 9,425.00 | 9,425.00 | |
| * 1250 | Cross Construction, Inc. | | | 300.0000 | 8,700.00 | 8,700.00 | |
| 4551 | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| AVERAGE BID | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | |
| SUMMATION OF BIDDER EXTENSIONS | | | | | | | |
| SUMMATION OF CALCULATED EXTENSIONS | | | | | | | |
| BIDR CALC EXTENSION DIFF | | | | | | | |

| ITEM NBR | BIDR NBR | ITEM DESCRIPTION | QUANTITY | UNIT OF UNIT MEASURE | PRICE | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | BIDR CALC EXTENSION DIFF |
|-----------------------------|----------|------------------------------|----------|----------------------|-------|--------------------------------|------------------------------------|--------------------------|
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| AVERAGE BID | | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | | |
| 1.000 | | REMOVE TAXI GUIDANCE SIGN | | EACH | | 585.00 | 585.00 | |
| * 1250 | | Cross Construction, Inc. | | | | 1,500.00 | 1,500.00 | |
| 4551 | | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| AVERAGE BID | | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | | |
| 3.000 | | RELOCATE TAXI GUIDANCE SIGN | | EACH | | 9,457.50 | 9,457.50 | |
| * 1250 | | Cross Construction, Inc. | | | | 6,600.00 | 6,600.00 | |
| 4551 | | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| AVERAGE BID | | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | | |
| 1.000 | | MOBILIZATION | | L.S. | | 25,000.00 | 25,000.00 | |
| * 1250 | | Cross Construction, Inc. | | | | 55,500.00 | 55,500.00 | |
| 4551 | | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| AVERAGE BID | | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | | |
| 1.000 | | TRAFFIC MAINTENANCE | | L.S. | | 17,500.00 | 17,500.00 | |
| * 1250 | | Cross Construction, Inc. | | | | 24,000.00 | 24,000.00 | |
| 4551 | | Open Road Paving Company LLC | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| AVERAGE BID | | | | | | | | |
| AVERAGE DEVIATION \$ | | | | | | | | |
| DESIGNATED BID DEVIATION \$ | | | | | | | | |

DETAIL CONTRACTOR BIDS

ELMS014:DTGB2399:ELMR099
 06/19/18 10:37:59
 LETTING DATE: 06 15 2018 LETTING TYPE: AERONAUTICS

ILLINOIS DEPARTMENT OF TRANSPORTATION
 U N I T P R I C E D E V I A T I O N O F B I D S
 CONTRACT NUMBER: RA016 LETTING ITEM NUMBER: 003A

FEDERAL PROJECT: 3-17-SBGP-120/139
 ILL PROJECT: TI-P -4579

AIRPORT: RANTOUL NATIONAL AVIATION CENTER

COUNTY: CHAMPAIGN

 DETAIL CONTRACTOR BIDS

| ITEM NBR BIDR NBR | ITEM DESCRIPTION BIDDER NAME | QUANTITY | UNIT MEASURE | UNIT PRICE | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | BIDR CALC EXTENSION DIFF |
|----------------------|---------------------------------|-------------|-----------------|------------|--------------------------------------|--|-----------------------------|
| | DESIGNATED BID DEVIATION \$ | 19,247.4000 | ??? | | | 19,247.40 | ??? |
| AR152410 | UNCLASSIFIED EXCAVATION | 4,700.000 | C.Y. | | | | |
| * 1250 | Cross Construction, Inc. | | | 30.0000 * | 141,000.00 | 141,000.00 | |
| 4551 | Open Road Paving Company LLC | | | 29.4500 | 138,415.00 | 138,415.00 | |
| | CENTRAL BUREAU ESTIMATE | | | 10.0000 | | 47,000.00 | |
| | AVERAGE BID | | | 29.7250 | | 139,707.50 | |
| | AVERAGE DEVIATION \$ | | | 19.7250+ | | 92,707.50+ | |
| | DESIGNATED BID DEVIATION \$ | | | 20.0000+ | | 94,000.00+ | ??? |
| AR15530 | HYDRATED LIME | 157.000 | TON | | | | |
| * 1250 | Cross Construction, Inc. | | | 571.8900 * | 89,786.73 | 89,786.73 | |
| 4551 | Open Road Paving Company LLC | | | 624.7000 | 98,077.90 | 98,077.90 | |
| | CENTRAL BUREAU ESTIMATE | | | 80.0000 | | 12,560.00 | |
| | AVERAGE BID | | | 598.2950 | | 93,932.32 | |
| | AVERAGE DEVIATION \$ | | | 518.2950+ | | 81,372.32+ | |
| | DESIGNATED BID DEVIATION \$ | | | 491.8900+ | | 77,226.73+ | ??? |
| AR156510 | SILT FENCE | 524.000 | L.F. | | | | |
| * 1250 | Cross Construction, Inc. | | | 6.0000 * | 3,144.00 | 3,144.00 | |
| 4551 | Open Road Paving Company LLC | | | 11.0000 | 5,764.00 | 5,764.00 | |
| | CENTRAL BUREAU ESTIMATE | | | 2.0000 | | 1,048.00 | |
| | AVERAGE BID | | | 8.5000 | | 4,454.00 | |
| | AVERAGE DEVIATION \$ | | | 6.5000+ | | 3,406.00+ | |
| | DESIGNATED BID DEVIATION \$ | | | 4.0000+ | | 2,096.00+ | |
| AR156520 | INLET PROTECTION | 4.000 | EACH | | | | |
| * 1250 | Cross Construction, Inc. | | | 300.0000 * | 1,200.00 | 1,200.00 | |
| 4551 | Open Road Paving Company LLC | | | 127.0000 | 508.00 | 508.00 | |
| | CENTRAL BUREAU ESTIMATE | | | 275.0000 | | 1,100.00 | |
| | AVERAGE BID | | | 213.5000 | | 854.00 | |
| | AVERAGE DEVIATION \$ | | | 61.5000- | | 246.00- | |
| | DESIGNATED BID DEVIATION \$ | | | 25.0000+ | | 100.00+ | |
| AR209608 | CRUSHED AGG. BASE COURSE - 8" | 8,097.000 | S.Y. | | | | |
| * 1250 | Cross Construction, Inc. | | | 13.0000 * | 105,261.00 | 105,261.00 | |
| 4551 | Open Road Paving Company LLC | | | 17.8000 | 144,126.60 | 144,126.60 | |

ELMS014:DTGB2399:ELMR099
 06/19/18 10:37:59
 LETTING DATE: 06 15 2018 LETTING TYPE: AERONAUTICS

UN I T P R I C E D E V I A T I O N O F B I D S
 CONTRACT NUMBER: RA016 LETTING ITEM NUMBER: 003A

FEDERAL PROJECT: 3-17-SBGP-120/139
 ILL PROJECT: TI-P -4579

AIRPORT: RANTOUL NATIONAL AVIATION CENTER COUNTY: CHAMPAIGN

 DETAIL CONTRACTOR BIDS

| ITEM NBR | ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | PRICE | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | BIDR CALC EXTENSION DIFF |
|--|------------------------------|-----------|-----------------|---------------|--------------------------------|------------------------------------|--------------------------|
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| | AVERAGE BID | | | 12.0000 | | 97,164.00 | |
| | AVERAGE DEVIATION \$ | | | 15.4000 | | 124,693.80 | |
| | DESIGNATED BID DEVIATION \$ | | | 3.4000+ | | 27,529.80+ | |
| | | | | 1.0000+ | | 8,097.00+ | |
| AR401613 BIT. SURF. CSE.-METHOD I, SUPERPAVE | | | | | | | |
| | | 750.000 | TON | | | | |
| * 1250 | Cross Construction, Inc. | | | 135.0000 * | 101,250.00 | 101,250.00 | |
| 4551 | Open Road Paving Company LLC | | | 155.0000 | 116,250.00 | 116,250.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| | AVERAGE BID | | | 140.0000 | | 105,000.00 | |
| | AVERAGE DEVIATION \$ | | | 145.0000 | | 108,750.00 | |
| | DESIGNATED BID DEVIATION \$ | | | 5.0000+ | | 3,750.00+ | |
| | | | | 5.0000- | | 3,750.00- | |
| AR401650 BITUMINOUS PAVEMENT MILLING | | | | | | | |
| | | 839.000 | S.Y. | | | | |
| * 1250 | Cross Construction, Inc. | | | 20.0000 * | 16,780.00 | 16,780.00 | |
| 4551 | Open Road Paving Company LLC | | | 16.0000 | 13,424.00 | 13,424.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| | AVERAGE BID | | | 7.0000 | | 5,873.00 | |
| | AVERAGE DEVIATION \$ | | | 18.0000 | | 15,102.00 | |
| | DESIGNATED BID DEVIATION \$ | | | 11.0000+ | | 9,229.00+ | |
| | | | | 13.0000+ ???? | | 10,907.00+ ???? | |
| AR403613 BIT. BASE CSE.-METHOD I, SUPERPAVE | | | | | | | |
| | | 1,093.000 | TON | | | | |
| * 1250 | Cross Construction, Inc. | | | 105.0000 * | 114,765.00 | 114,765.00 | |
| 4551 | Open Road Paving Company LLC | | | 135.0000 | 147,555.00 | 147,555.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| | AVERAGE BID | | | 135.0000 | | 147,555.00 | |
| | AVERAGE DEVIATION \$ | | | 120.0000 | | 131,160.00 | |
| | DESIGNATED BID DEVIATION \$ | | | 15.0000- | | 16,395.00- | |
| | | | | 30.0000- ???? | | 32,790.00- ???? | |
| AR501905 REMOVE PAVEMENT | | | | | | | |
| | | 9,713.000 | S.Y. | | | | |
| * 1250 | Cross Construction, Inc. | | | 8.0000 * | 77,704.00 | 77,704.00 | |
| 4551 | Open Road Paving Company LLC | | | 9.0600 | 87,999.78 | 87,999.78 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | |
| | AVERAGE BID | | | 12.0000 | | 116,556.00 | |
| | AVERAGE DEVIATION \$ | | | 8.5300 | | 82,851.89 | |
| | | | | 3.4700- | | 33,704.11- | |

CONTRACT NUMBER: RA016 LETTING ITEM NUMBER: 003A

FEDERAL PROJECT: 3-17-SBGP-120/139
 ILL PROJECT: TI-P -4579
 AIRPORT: RANTOUL NATIONAL AVIATION CENTER COUNTY: CHAMPAIGN

| ITEM NBR | BIDDER NAME | DESCRIPTION | QUANTITY | UNIT | MEASURE | PRICE | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | BIDR CALC EXTENSION DIFF |
|--|------------------------------|-----------------------------|-----------|------|---------|-----------|--------------------------------|------------------------------------|--------------------------|
| ----- DETAIL CONTRACTOR BIDS ----- | | | | | | | | | |
| | | DESIGNATED BID DEVIATION \$ | | | | 4.0000- | ???? | 38,852.00- | ???? |
| AR602510 | | BITUMINOUS PRIME COAT | 3,902.000 | GAL. | | | | | |
| * 1250 | Cross Construction, Inc. | | | | | 3.2500 * | 12,681.50 | 12,681.50 | |
| 4551 | Open Road Paving Company LLC | | | | | 5.0000 | 19,510.00 | 19,510.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | | |
| | | AVERAGE BID | | | | 1.5000 | | 5,853.00 | |
| | | AVERAGE DEVIATION \$ | | | | 4.1250 | | 16,095.75 | |
| | | DESIGNATED BID DEVIATION \$ | | | | 2.6250+ | | 10,242.75+ | |
| | | | | | | 1.7500+ | ???? | 6,828.50+ | ???? |
| AR603510 | | BITUMINOUS TACK COAT | 1,296.000 | GAL. | | | | | |
| * 1250 | Cross Construction, Inc. | | | | | 3.3500 * | 4,341.60 | 4,341.60 | |
| 4551 | Open Road Paving Company LLC | | | | | 4.2500 | 5,508.00 | 5,508.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | | |
| | | AVERAGE BID | | | | 1.5000 | | 1,944.00 | |
| | | AVERAGE DEVIATION \$ | | | | 3.8000 | | 4,924.80 | |
| | | DESIGNATED BID DEVIATION \$ | | | | 2.3000+ | | 2,980.80+ | |
| | | | | | | 1.8500+ | | 2,397.60+ | |
| AR620520 | | PAVEMENT MARKING-WATERBORNE | 5,900.000 | S.F. | | | | | |
| * 1250 | Cross Construction, Inc. | | | | | 1.5000 * | 8,850.00 | 8,850.00 | |
| 4551 | Open Road Paving Company LLC | | | | | 1.2700 | 7,493.00 | 7,493.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | | |
| | | AVERAGE BID | | | | 2.5000 | | 14,750.00 | |
| | | AVERAGE DEVIATION \$ | | | | 1.3850 | | 8,171.50 | |
| | | DESIGNATED BID DEVIATION \$ | | | | 1.1150- | | 6,578.50- | |
| | | | | | | 1.0000- | ???? | 5,900.00- | ???? |
| AR620900 | | PAVEMENT MARKING REMOVAL | 1,000.000 | S.F. | | | | | |
| * 1250 | Cross Construction, Inc. | | | | | 5.0000 * | 5,000.00 | 5,000.00 | |
| 4551 | Open Road Paving Company LLC | | | | | 4.2500 | 4,250.00 | 4,250.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | | |
| | | AVERAGE BID | | | | 1.5000 | | 1,500.00 | |
| | | AVERAGE DEVIATION \$ | | | | 4.6250 | | 4,625.00 | |
| | | DESIGNATED BID DEVIATION \$ | | | | 3.1250+ | | 3,125.00+ | |
| | | | | | | 3.5000+ | | 3,500.00+ | |
| AR701512 | | 12" RCP, CLASS IV | 535.000 | L.F. | | | | | |
| * 1250 | Cross Construction, Inc. | | | | | 45.0000 * | 24,075.00 | 24,075.00 | |
| 4551 | Open Road Paving Company LLC | | | | | 64.0000 | 34,240.00 | 34,240.00 | |

AIRPORT: RANTOUL NATIONAL AVIATION CENTER COUNTY: CHAMPAIGN

| ITEM NBR | BIDR NBR | ITEM DESCRIPTION | QUANTITY | UNIT MEASURE | UNIT PRICE | SUMMATION OF BIDDER EXTENSIONS | SUMMATION OF CALCULATED EXTENSIONS | BIDR CALC EXTENSION DIFF |
|--|----------|----------------------------------|----------|--------------|---------------|--------------------------------|------------------------------------|--------------------------|
| ----- DETAIL CONTRACTOR BIDS ----- | | | | | | | | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| | | AVERAGE BID | | | 60.0000 | | 32,100.00 | |
| | | AVERAGE DEVIATION \$ | | | 54.5000 | | 29,157.50 | |
| | | DESIGNATED BID DEVIATION \$ | | | 5.5000- | | 2,942.50- | |
| | | | | | 15.0000- ???? | | 8,025.00- ???? | |
| ----- | | | | | | | | |
| AR751412 | | INLET-TYPE B | 3.000 | EACH | | | | |
| * | 1250 | Cross Construction, Inc. | | | 2,100.0000 * | 6,300.00 | 6,300.00 | |
| | 4551 | Open Road Paving Company LLC | | | 3,400.0000 | 10,200.00 | 10,200.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| | | AVERAGE BID | | | 1,500.0000 | | 4,500.00 | |
| | | AVERAGE DEVIATION \$ | | | 2,750.0000 | | 8,250.00 | |
| | | DESIGNATED BID DEVIATION \$ | | | 1,250.0000+ | | 3,750.00+ | |
| | | | | | 600.0000+ | | 1,800.00+ | |
| ----- | | | | | | | | |
| AR751550 | | MANHOLE 5' | 1.000 | EACH | | | | |
| * | 1250 | Cross Construction, Inc. | | | 4,000.0000 * | 4,000.00 | 4,000.00 | |
| | 4551 | Open Road Paving Company LLC | | | 5,100.0000 | 5,100.00 | 5,100.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| | | AVERAGE BID | | | 4,000.0000 | | 4,000.00 | |
| | | AVERAGE DEVIATION \$ | | | 4,550.0000 | | 4,550.00 | |
| | | DESIGNATED BID DEVIATION \$ | | | 550.0000+ | | 550.00+ | |
| | | | | | 0.0000+ | | 0.00+ | |
| ----- | | | | | | | | |
| AR751903 | | REMOVE MANHOLE | 1.000 | EACH | | | | |
| * | 1250 | Cross Construction, Inc. | | | 900.0000 * | 900.00 | 900.00 | |
| | 4551 | Open Road Paving Company LLC | | | 1,135.0000 | 1,135.00 | 1,135.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| | | AVERAGE BID | | | 500.0000 | | 500.00 | |
| | | AVERAGE DEVIATION \$ | | | 1,017.5000 | | 1,017.50 | |
| | | DESIGNATED BID DEVIATION \$ | | | 517.5000+ | | 517.50+ | |
| | | | | | 400.0000+ | | 400.00+ | |
| ----- | | | | | | | | |
| AR752412 | | PRECAST REINFORCED CONC. FES 12" | 1.000 | EACH | | | | |
| * | 1250 | Cross Construction, Inc. | | | 2,000.0000 * | 2,000.00 | 2,000.00 | |
| | 4551 | Open Road Paving Company LLC | | | 1,120.0000 | 1,120.00 | 1,120.00 | |
| CENTRAL BUREAU ESTIMATE | | | | | | | | |
| | | AVERAGE BID | | | 1,200.0000 | | 1,200.00 | |
| | | AVERAGE DEVIATION \$ | | | 1,560.0000 | | 1,560.00 | |
| | | | | | 360.0000+ | | 360.00+ | |

*** END OF REPORT ***

**AGENCY AGREEMENT
AIRPORT IMPROVEMENT PROGRAM
CFDA 20.106
ILLINOIS STATE BLOCK GRANT NUMBER(S): 3-17-SBGP-120, 133 & 139
ILLINOIS PROJECT NUMBER: TIP-4579**

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the Village of Rantoul (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

WITNESSETH:

WHEREAS, the Department and the Municipality desire to sponsor a project for the further development of a public airport, known or to be designated as the Rantoul National Aviation Center under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"); rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described in the Project Status Report, which is attached hereto as "Exhibit 1" and which is expressly incorporated by reference; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"); and

WHEREAS, the Department provides prequalification of consultants and advised on Municipality's compliance in the consultant selection process; conducted review of professional services retainer and agreement scope and hours; attended pre-design meeting and project status meetings; reviewed project development engineering report, plans and specifications, and project costs and eligibilities; and reviewed bids for reasonableness and responsiveness, reconciled any discrepancies and recommended whether to award or reject a bid for this Project, and

WHEREAS, FAA policy considers starting a project to be the beginning of the design or plan for designing and planning projects. Eligible costs, after review and if approved by the Department, are allowable from the execution date of the consultant retainer agreement used for the Project after a compliant selection process.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

DEFINITIONS

- A. The words "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA.
- C. The word "Project" as used herein means this project which shall be identified as Illinois Project Number TIP-4579, State Block Grant Number(s) 3-17-SBGP-120, 133 & 139, and described as:

Taxiway - Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27

- D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.
- E. The words "Division Engineer" as used herein mean an employee or employees of the Department's Division of Aeronautics acting directly on behalf of the Department as authorized by the Chief Engineer of the Division.
- F. The words "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.

- H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality and the Department, by a contract entered in by the Department and the Municipality to complete this Project.

RECEIPT AND DISBURSEMENT OF FUNDS

The Municipality or the Department on the Municipality's behalf has applied for State assistance in procuring State or federal funds and hereby designates the Department as its Agent to accomplish the Project described herein and the Department hereby accepts the designation to act as Agent for the Municipality on said Project as required by Section 38.01 of Aeronautics Act.

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the federal Grant and this Project are done in compliance with all applicable state and/or federal requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.
2. The Department shall accept and disburse all federal, State, and municipal funds, as applicable under this agreement, used or to be used in payment of the costs of said Project or in reimbursement to either of the parties hereto for costs previously incurred.

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$1,091,444.00.

| | | |
|-----|---------|---------------------|
| 90% | Federal | <u>\$982,300.00</u> |
| 5% | State | <u>\$54,572.00</u> |
| 5% | Local | <u>\$54,572.00</u> |

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the Municipality shall pay such additional project costs which exceed the sum of the Department's funds and the Federal funds, as are herein committed for this Project. In the event State funds are not released, the Municipality specifically guarantees to pay the State and Local costs as itemized above, including any amounts which exceed the totals listed. Funds expended or costs incurred by Municipality, which are found not to be allowable costs pursuant to federal and state laws and regulations shall be the sole responsibility and liability of the Municipality. (23 USC 47110 and 2 CFR 200).

In accordance with 49 USC § 47111, the Department will not make payments totaling more than 90% of the project cost until all conditions necessary for financial closeout of the project are satisfied.

The Department hereby agrees to participate in the proportion and sum stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). Subject to the approval of the Governor, the Department may participate to the extent of the above stated percentages for cost overruns and contingencies on said Project, which are approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department's percentage of financial participation as heretofore stated or in excess of the Department's agreed total participation. If additional payments are made by the Department pursuant to a Court of Claims award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made either by the Department or Municipality in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the Municipality, the Municipality must pay the consultant within 5 business days upon receipt of said payment. If the sponsor fails to pay the consultant as directed herein, such payment must be returned to the Department, unless an extension or other arrangement is approved, in writing, by the Department.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, surplus discretionary funds may be recaptured and redistributed at the FAA's discretion, surplus apportionment funds may be recaptured and reapportioned by the Department, and surplus entitlement funds shall be made available for other Municipality airport improvement projects.
4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of

the costs as heretofore stated. The Municipality hereby grants to the Department or its agents the right to audit any books and records of the Municipality to verify availability said funds for the Project. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay any obligation under this agreement within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 7 hereof.

5. Following the Project Completion Date and the Department's financial closure of the project, the Department shall reimburse to the Municipality any excess funds paid by the Municipality.

RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:
 - a. to participate and assist the Municipality in preparing the grant application for this project;
 - b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;
 - c. to let and enter into contracts for the completion of the Project;
 - d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
 - e. to monitor the progress and performance of the Project work through the Division Engineer and the Consulting Engineer;
 - f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;
 - g. to coordinate and conduct semi-final and final inspections;
 - h. to obtain contractor and material supplier releases in accordance with State law;
 - i. to review and approve record drawings and to provide copies to the Municipality and the FAA;

- j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;
 - k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;
 - l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and
 - m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.
 - n. to determine the allowability of any planning, design or other costs claimed as incurred for the Project.
7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:
- a. the right to seek specific performance;
 - b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - c. the right to seek reimbursement of all State or federal funds provided for the Project; and
 - d. any other remedy available at law or in equity.
8. In addition to the remedies set forth in Paragraph 7 above;
- a. in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which

has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.

- b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY

9. Prior to the Project Completion Date, the Municipality shall:
 - a. execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Department after approval thereof shall submit this Agreement to the FAA when applicable.
 - b. employ a Consulting Engineer who is qualified to provide:
 1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
 2. materials testing technician(s) approved by the Department;
 3. any project reports required by the Department or the FAA; and
 4. compliance with Disadvantaged Business Enterprise goals for the Project.
 - c. obtain for the benefit of the Department all federal, State, and local permits as may be necessary to complete the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Department, through the Division Engineer, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Division Engineer and may receive from the Division Engineer such delegations of authority as the Division Engineer believes to be reasonably appropriate to act and approve routine items on behalf of the Division Engineer and the Department.

10. The Municipality agrees that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.
11. After the Project Completion Date, the Municipality agrees that:
 - a. the airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and
 - b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
 - c. it will file with the Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. (See 2 CFR 200). All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.
 - a. Municipality shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the Municipality.
 - b. As a condition of receiving Federal assistance under this project, the Municipality must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000.00 or more in Federal awards to conduct a single or program specific audit for that year. This includes Federal expenditures made under other Federal-assistance programs.

- c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from Department officials.
13. No leases will be entered into by the Municipality which grants exclusive use rights to any leasee for any facilities which are the subject of this Project.
14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.

15. The Municipality covenants to zone or caused to be zoned the Airport and its environs for compatible land use pursuant to the Airport Zoning Act or shall request the Department to adopt airport zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).
17. The Municipality hereby certifies to the Department that it will have acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.

18. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

MISCELLANEOUS PROVISIONS

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.
20. 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 this Agreement.
21. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.
22. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
23. The Municipality shall comply with all of the FAA Airport Improvement Program assurances, and with federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
24. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Director
Division of Aeronautics
Department of Transportation
One Langhorne Bond Drive
Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mr. Eric Vences
Airport Manager
Rantoul National Aviation Center
6 Aviation Center Drive
Rantoul, Illinois 61866

SPECIAL CONDITIONS

25. The Municipality shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, 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 or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation 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 recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.
26. Debarment. The Municipality shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Municipality certifies that to the best of its knowledge and belief, the Municipality and the Municipality's principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above;
- d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Municipality to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Municipality shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Department determined whether to enter into this transaction. If it is later determined that the Municipality knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause. The Municipality shall provide immediate written notice to the Department if at any time the Municipality learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549 and 12689, 2 CFR 180.

The Municipality agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Department. The Municipality agrees that it will include the clause titled Certification Regarding Debarment and Suspension provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Municipality may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Municipality knows the certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. If the Municipality knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Municipality is not required

to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

27. Federal Funding Accountability and Transparency Act (FFATA):

a. Municipality is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com/>.

b. As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>.

28. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number **37-6000510**

Legal Status:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-Exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing Medical and/or health care services | <input type="checkbox"/> Pharmacy/ Funeral Home / Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or Billing medical and /or health care Services | <input type="checkbox"/> Other |

29. The Municipality further certifies, in accordance with Section 9-35 of the Election Code, 10 ILCS 5/9-35, as applicable:

The Municipality is not required to register as a business entity with the State Board of Elections.

or

The Municipality has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

The Municipality acknowledges that the State may declare this Agreement void without any additional compensation due to the Municipality if the foregoing certification is false or if the Municipality (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).

30. The Municipality also certifies that its' DUNS Number is as provided below:

DUNS Number: **060860350**

31. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Municipality is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as,
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Municipality must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

32. In accordance with Illinois Compiled Statutes, in regards to Debt Delinquency (30 ILCS 500/50-11):

- a. No person shall submit a bid for or enter into a contract or subcontract under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Bureau. For purposes of this Section, the term "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection (a), a person controls an entity if the person owns, directly or individually, more than 10% of the voting securities of that entity. As used in this subsection (a), the term "voting security" means a security that (1) confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business or (2) is convertible into, or entitles the holder to receive upon its exercise, a security that confers such a right to vote. A general partnership interest is a voting security
- b. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of this Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the contractor or the subcontractor and its affiliate is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications completed pursuant to this subsection (b) are false. If the false certification is made by a subcontractor, then the contractor's submitted bid and the executed contract may not be declared void, unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontract's certification was false.

(Source: P.A. 96-493, eff. 1-1-10; 96-795, eff. 7-1-10 (see Section 5 of P.A. 96-793 for effective date of changes made by P.A. 96-795); 96-1000, eff. 7-2-10; 97-895, eff. 8-3-12.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

This Agreement will expire five years from the execution date.

Village of Rantoul
a Municipal Corporation

Attest:

By: _____
City Clerk

By: _____
Mayor

Printed or Typed Name

Printed or Typed Name

Date: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Beth McCluskey, Director
Office of Intermodal Project Implementation
Aeronautics

Date: _____

Erin Aleman, Director
Office of Planning/Programming

Matt Magalis, Chief Fiscal Officer

Date: _____

Date: _____

Philip C. Kaufmann
Chief Legal Counsel

Randall S. Blankenhorn
Secretary of Transportation

Date: _____

Date: _____

ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does apply to for-profit public or private entities.
- If 2 CFR 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the Department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with, 2 CFR Part 200, Subpart F, Audit Requirements, such non-federal entities that expend \$750,000.00 or more in Federal awards in a year are required to have a single audit performed. The Department is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Department. It is the responsibility of the agencies expending federal funds to comply with the requirements of 2 CFR Part 200 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the Department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with 2 CFR Part 200 and submit a copy of the report to the Department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the Department, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-2310.

NOTICE

Do not submit this certification to the Department with your signed contract.

- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the Department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year, and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

_____ Fax No. _____

Email address: _____

Fiscal Year End: _____

Federal Num: 3-17-SBGP-133 N, 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-133 A

Airport: RANTOUL NATIONAL AVIATION CENTER Fed Status: Pending State Status: Pending

Description: Taxiway - Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27

Line Item Status

| Num | Description | Total | Federal | State | Local | Pd to Date | Balance |
|-----|---|---------------------|-------------------|------------------|------------------|-------------|---------------------|
| 1 | Construction - Cross Construction, Inc. As-Bid (06/15/2018 Letting) | 880,295.48 | 792,265.93 | 44,014.77 | 44,014.78 | 0.00 | 880,295.48 |
| 2 | Eng. Design - Costs Incurred - Village of Rantoul* | 106,407.78 | 95,767.00 | 5,320.39 | 5,320.39 | 0.00 | 106,407.78 |
| | B&M CPFF Design | | | | | | |
| 3 | Eng. Construction - Costs Incurred - Village of Rantoul* | 104,412.70 | 93,971.43 | 5,220.64 | 5,220.63 | 0.00 | 104,412.70 |
| | B&M CPFF Inspection | | | | | | |
| 5 | Sponsor Reimb - Village of Rantoul* NPDES Permit | 250.00 | 225.00 | 12.50 | 12.50 | 0.00 | 250.00 |
| 6 | Inter-fund transfer OUT - Treas, St of IL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | Inter-fund transfer IN - Treas, St of IL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | TOTAL ELIGIBLE COSTS | 1,091,365.96 | 982,229.36 | 54,568.30 | 54,568.30 | 0.00 | 1,091,365.96 |
| | Reserves (+) / shortfalls (-) | 78.04 | 70.64 | 3.70 | 3.70 | 0.00 | 78.04 |
| | TOTAL APPROVED FUNDING | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 | 0.00 | 1,091,444.00 |

State Num: TIP-4579-0000 Program Year: 2017 **Project Status Report** Exhibit 1 As of 10 Jul 2018 10:22 Page 2

Federal Num: 3-17-SBGP-133 N, 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-133 A

Airport: RANTOUL NATIONAL AVIATION CENTER Fed Status: Pending

Description: Taxiway - Reconstruct and realign Taxiway E at the west end of the intersection with Runway 9-27 State Status: Pending

Funding Summary

| <u>Amend Num</u> | <u>Description</u> | <u>Total</u> | <u>Federal</u> | <u>State</u> | <u>Local</u> |
|---------------------------------------|--------------------|---------------------|-------------------|------------------|------------------|
| | Agency agreement | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 |
| TOTAL APPROVED FUNDING | | 1,091,444.00 | 982,300.00 | 54,572.00 | 54,572.00 |
| Program budget (for information only) | | 1,096,543.82 | 986,889.82 | 54,827.00 | 54,827.00 |



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.

Mr. Carson Vericker
June 17, 2016
Page Two

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 cursive script that reads "Bruce Carmitchel". The signature is written in black ink and is positioned above the printed name and title.

Bruce Carmitchel.
Bureau Chief of Planning

Agreement for Engineering Services
(RETAINER AGREEMENT)

THIS AGREEMENT, made at Rantoul, Illinois, this 9th 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.

WITNESSETH:

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]
Ass't Secretary
Title

BY [Signature]
V.P.
Title

110040-01
Illinois Human Rights Number

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| | |
|--------------------|-----------------------------------|
| AGENDA ITEM | PAGE _____ OF _____ |
|--------------------|-----------------------------------|

| | |
|---|---|
| ITEM: Construction Contract for the N. Tanner Railroad Water Main Replacement | DEPARTMENT: Public Works |
| AGENDA SECTION: | AMOUNT: \$79,774.30 - Total \$77,274.30 - Base Bid \$2,500.00 - Contingency (3.2%) |
| ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS | DATE: July 31, 2018 |

SUMMARY HIGHLIGHTS:

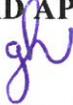
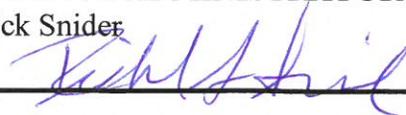
This Agenda Item provides for a Construction Agreement for the N. Tanner Railroad Water Main Replacement project. This project is located along N. Tanner Street near Letchworth Avenue and seeks to replace a water main which failed under the Canadian National (CN) railroad spur. This work will reestablish the looped water distribution system in this neighborhood and includes furnishing and installing of all materials, labor and equipment required for the complete construction of 50 linear feet of 12-inch casing pipe under the railroad spur via jack and bore, 86 linear feet of 4-inch water main and appurtenances, pressure grouting of existing water main to be abandoned, connection to existing water main, pavement removal and replacement, and restoration.

Advertising for construction began in late June and bids were received on July 11, 2018. Three (3) bids were received and a copy of the Bid Summary is included in the Burns & McDonnell letter of recommendation. The recommendation by the engineering firm and staff is to award the project to the lowest responsible bidder, which in this situation is believed to be Cross Construction, Inc. with a bid of \$77,274.30. The lowest price submitted is provided by a firm which specializes in agricultural related projects, but has no previous experience on municipal water systems.

A contingency in the amount of \$2,500.00 is requested to address any unforeseen conditions during construction.

Total funding in the amount of \$144,000.00 is provided through the Community Development Block Grant (CDBG) budget to support both the engineering and construction of this project.

RECOMMENDED ACTION: Authorize approval of a Construction Contract with Cross Construction, Inc. in the amount of \$77,274.30 with a \$2,500.00 contingency fund, for the N. Tanner Railroad Water Main Replacement project.

| | |
|--|---|
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  | VILLAGE ADMINISTRATOR: Rick Snider  |
|--|---|

AGENDA PAGE NUMBER:

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

| AGENDA ITEM | | PAGE | OF |
|--|--|--|----|
| ITEM: Construction Contract for the N. Tanner Railroad Water Main Replacement | | DEPARTMENT: Public Works | |
| AGENDA SECTION: | | AMOUNT: Bids Due July 11, 2018 | |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | | DATE: June 21, 2018 | |
| SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for a Construction Agreement for the N. Tanner Railroad Water Main Replacement project. This project is generally described as the furnishing and installing of all materials, labor and equipment required for the complete construction of 50 linear feet of 12-inch casing pipe under a Canadian National Railroad spur via jack and bore, 86 linear feet of 4-inch water main and appurtenances, pressure grouting of existing water main to be abandoned, connection to existing water main, pavement removal and replacement, and restoration.</p> <p>The project location is along N. Tanner Street near Letchworth Avenue and seeks to replace a water main which failed under the Canadian National (CN) railroad spur and which will reestablish the looped water distribution system in this neighborhood.</p> <p>Advertising for construction is underway (began June 27th) with bids due on July 11, 2018. If competitive pricing is received, it is the intent to request contract award at the July 17, 2018 Board meeting. This will allow for a summer 2018 construction schedule.</p> <p>Total funding in the amount of \$144,000.00 is provided through the Community Development Block Grant (CDBG) budget to support both the engineering and construction of this project.</p> | | | |
| RECOMMENDED ACTION: Authorize approval of a Construction Contract with the lowest responsive, responsible bidder for the N. Tanner Railroad Water Main Replacement project. | | | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  | | VILLAGE ADMINISTRATOR: Rick Snider | |
| AGENDA PAGE NUMBER: | | | |

ADVERTISEMENT FOR BIDS
Village of Rantoul
Railroad Water Main Replacement
Rantoul Bid No.: VRNTL-18-B-07
Rantoul, Illinois

Owner and Work: The Village of Rantoul is hereby giving notice that sealed bids will be received for its Railroad Water Main Replacement Project. The work included in this Project is generally described as the furnishing and installing of all materials, labor and equipment required for the complete construction of 50 linear feet of 12-inch casing pipe under a Canadian National Railroad spur via jack and bore, 86 linear feet of 4-inch water main and appurtenances, pressure grouting of existing water main to be abandoned, connection to existing water main, pavement removal and replacement, and restoration.

Time and Place of Bid Opening: Sealed bids will be received by the Village of Rantoul (the Owner) until 2:00 p.m., local time, July 11, 2018. Bids received after this time will not be accepted. Bids will be received and publically be read aloud at the Village of Rantoul, 333 South Tanner, Rantoul, IL 61866.

Bidding Documents: Electronic bid documents may be obtained for bidding purposes from the Bid Postings page of the Village of Rantoul website at <https://www.village.rantoul.il.us/Bids.aspx>. Alternatively, hard copies of bid documents may be obtained from Burns & McDonnell Engineering at 1431 Opus Place, Suite 400, Downers Grove, IL 60515; Telephone: 630-724-3200; Facsimile: 630-724-3201 upon deposit of twenty-five dollars (\$25.00) for each set of Contract Documents consisting of a Project Manual and one set of Contract Drawings. Deposit checks are payable to Burns & McDonnell Engineering Company and are non-refundable as provided in the Instructions to Bidders.

Wage Rates: The Village of Rantoul, has established the rates for various classifications of workers and crafters on the proposed improvements, with said rates being the State of Illinois Prevailing Wage Rates. The Contractor and all of its subcontractors shall comply with these rate requirements. 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. A copy of the State of Illinois Prevailing Wage Rates is included in the Project Manual.

Bid Security: Each Bid shall be accompanied by Bid security, payable to Owner, of the amount of 5% of the bid or a Bid Bond in the amount of the bid in accordance with the Instructions to Bidders.

Contract Security: The selected Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, payable to Owner, each in the amount of the Total Contract Price.

Withdrawal of Bids: No bid shall be withdrawn for a period of ninety (90) days after the bid opening without consent of the Village of Rantoul.

Owner's Right to Reject Bids: The Village of Rantoul 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 Village of Rantoul 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 Village of Rantoul because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

Published by the Authority of the Village of Rantoul, Illinois

June 27, 2018.



July 24, 2018

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

Re: Railroad Water Main Replacement Project
Letter of Recommendation to Award

Dear Mr. Hazel:

This letter is in regard to the Bid Opening that was held for the Railroad Water Main Replacement project at the Village of Rantoul Municipal Building on Wednesday, July 11, 2018 at 2:00 pm. There were three (3) Bids that were received, opened, and publicly read. All of the Bids were then given to Burns & McDonnell for review of completeness and accuracy.

The work included in this Project is generally described as the furnishing and installing of all materials, labor and equipment required for the complete construction of 50 linear feet of 12-inch casing pipe under a Canadian National Railroad spur via jack and bore, 86 linear feet of 4-inch diameter water main and appurtenances, pressure grouting of existing water main to be abandoned, connection to existing water main, pavement removal and replacement, and restoration.

The apparent low bidder was Sega Agriculture Works, Inc. with a Bid of \$63,565.00. A summary of the bids submitted by each bidder is provided in the table below. The engineer's opinion of probable cost (EOPC) was \$146,000.

| CONTRACTOR NAME | BID TOTAL |
|------------------------------|------------------|
| Sega Agriculture Works, Inc. | \$ 63,565.00 |
| Cross Construction, Inc. | \$ 77,274.30 |
| Duce Construction Co. | \$ 86,600.00 |

Documentation provided by Sega Agricultural Works as part of their bid submittal indicates they have been doing business for 2 years. In subsequent phone conversations with Jeremy Seggebruch, Operations Manager with Sega Agricultural Works, we discovered that this project is the first municipal water main project they will perform. They also indicated that this project will also be the first time they will self-perform a casing pipe installation under a railroad via jack and bore, and that they intend to purchase equipment for that work specifically for this project. Sega Agricultural Works also disclosed that they did not include flagging fees of \$1,300 per day that are required by the railroad any time work occurs within 25-feet of the track.



Mr. Seggebruch also provided a letter to the Village containing two references for projects recently completed. The work performed by Segra Agricultural Works in the projects cited by the references was subsurface drainage tile installation and loading grain into trucks. While both references were positive, the work described is not representative of the scope of this project.

Based on the information above and our review of all the Bids and accompanying documents, Burns & McDonnell recommends that the Village of Rantoul reject the bid from Segra Agricultural Works, Inc. on the basis of the provisions included in Section 002116 5.02 of the contract. The specification section is attached with the relevant part highlighted.

Burns & McDonnell recommends that the Village of Rantoul award the Contract for the Railroad Water Main Replacement project to Cross Construction, Inc. with contract value of \$77,274.30. As mentioned above, this contract value is still within the budget for the project.

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

Sincerely,

A handwritten signature in black ink that reads "Joseph M. Darlington". The signature is written in a cursive style with a large initial 'J'.

Joseph M. Darlington, P.E., ENV SP
Senior Civil Engineer

cc: Jake McCoy, P.E., Village of Rantoul
Randy Patchett, P.E., BMCD

Attachment: Specification Section 002116

DOCUMENT 002116 - INSTRUCTIONS TO BIDDERS
ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

- A. Bid Documents shall include the following:
 - 1. Invitation to Bid.
 - 2. Bidder's Qualification Statement.
 - 3. Instructions to Bidders.
 - 4. Bid Form.
 - 5. Other bidding and contract forms.
 - 6. Contract Documents.
 - 7. Addenda issued prior to receipt of Bids.
- B. Terms used in these Instructions to Bidders and elsewhere throughout the Contract Documents are defined in the GENERAL CONDITIONS.

1.02 COPIES OF BID DOCUMENTS:

- A. Complete sets of the Bid Documents in the number and for the deposit sum stated in the Invitation to Bid, may be obtained from the Issuing Office of Engineer.
- B. Complete sets of Bid Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Owner and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.03 EXAMINATION OF BID DOCUMENTS AND SITE:

- A. Before submitting a Bid, each Bidder shall:
 - 1. Examine the Bid Documents thoroughly.
 - 2. Familiarize itself with Site and local conditions that may in any manner affect cost, the production and delivery of the Equipment and Materials, and furnishing of Field Services and other services in connection therewith.
 - 3. Familiarize itself with federal, state, and local Laws and Regulations that may in any manner affect cost, delivery, or performance of the Work.
 - 4. Study and carefully correlate Bidder's observations with the Bid Documents.
- B. The submission of a Bid will constitute an incontrovertible representation that Bidder has complied with every requirement of this paragraph "Examination of Bid Documents and Site," and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.04 INTERPRETATIONS OR CORRECTION OF BID DOCUMENTS:

- A. Any prospective Bidder who discovers ambiguities, inconsistencies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation from Engineer.
- B. Interpretations, corrections, or changes will be made only by Addenda, duly issued. Copies of each Addendum will be mailed or delivered to each Bid Document holder of record.
- C. Because of the time required to publish and deliver, no Addenda will be issued within the last seven calendar days before the date of opening Bids.
- D. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 2 - BASIS OF BIDDING

2.01 SPECIFIED EQUIPMENT AND MATERIALS:

- A. The Contract, if awarded, will be on the basis of Equipment and Materials described and of manufacturers and Suppliers mentioned by name in the Bid Documents.
- B. Substitutions will be considered only after the Effective Date of the Agreement and as set forth in the GENERAL CONDITIONS.
- C. Electronic Equipment Compliance:
 - 1. All equipment, devices, items, systems, software, hardware, or firmware provided under this Contract shall be warranted as electronically compliant, meaning that they shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing). This warranty supersedes anything in the Specifications or other Contract Documents which might be construed inconsistently. This warranty is applicable whether the equipment, device, item, system, software, hardware, or firmware is specified with or without reference to a manufacturer's name, make, or model number.

2.02 INDIRECT COSTS:

- A. The cost of all royalties and license fees on Equipment and Materials to be furnished and incorporated in the Work shall be included in the Bid price.
- B. Tests, inspections and related activities called for throughout the Bid Documents are a responsibility of Bidder unless specified otherwise. The Bid shall include all costs arising from such responsibility.

2.03 SUBCONTRACTORS:

- A. No Bid shall be based upon aggregate of Subcontractors performing more than 60% of the total Work.
- B. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Award.
- C. If any prospective Bidder is in doubt on the acceptability of any Subcontractor, Bidder may request tentative approval by Engineer.
- D. No Bidder shall be required to employ any Subcontractor, other person, or organization against which Bidder has reasonable objection.

2.04 CONTRACT TIMES:

- A. The number of days within which, or the date by which, the delivery of Equipment and Materials and furnishing of Field Services is to be completed is set forth in the Bid Form and will be included in the Agreement.
- B. Provisions for liquidated damages are as set forth in the Agreement.

ARTICLE 3 - BIDDING PROCEDURE

3.01 PREPARATION OF BID:

- A. Prospective Bidders are furnished two copies of the Project Manual and one set of the Contract Drawings. One copy of the Project Manual shall be used for the Bid. The other copy of the Project Manual and the set of Contract Drawings may be retained by the Bidder.
- B. The Project Manual shall not, for any reason, be unbound.
- C. The Bid Form shall be filled out in detail in black ink and signed by the Bidder. Bid shall be submitted on forms identical to the forms included with the Bid Documents. The Bid price of items indicated on the form shall be stated in words and numerals.

- D. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under its signature, and the official address of the partnership shall be shown below the signature.
- E. Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- F. Names of all persons signing shall be printed below their signatures.
- G. A power of attorney shall accompany the signature of anyone not otherwise authorized to bind the Bidder.
- H. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- I. The address to which communications regarding the Bids are to be directed shall be shown.

3.02 METHOD OF BIDDING:

- A. Bids will be received on a Unit Price basis as set forth in the Bid Form.
- B. Firm Bids are required.

3.03 SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:

- A. Bid shall include a list of major Subcontractors the Bidder expects to use in the Work. Those to be included shall be as listed in the Bid Form.

3.04 BID SECURITY:

- A. Each Bid shall be accompanied by Bid security, payable to Owner, of the amount of 5% of the bid or a Bid Bond in the amount of the bid.
- B. The required security shall be in the form of a certified or bank cashier's check or a Bid Bond on the form prescribed by AIA Document A310, or on similar form attached.
- C. Bid Bond shall be executed by a surety meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS.
- D. Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required surety Bonds as set forth in the GENERAL CONDITIONS, whereupon Bid security will be returned. If the Successful Bidder fails to execute the Agreement and furnish the surety Bonds within 15 days after the Date of Notice of Award, Owner may annul the Notice of Award, and the Bid security of that Bidder will be forfeited to Owner.
- E. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of ten days after the Effective Date of the Agreement and the required surety Bonds furnished, or the 61st day after the Bid opening. Bid security of other Bidders will be returned within ten days of the Bid opening.

3.05 SUBMISSION OF BID:

- A. Bids shall be submitted at the time and place designated in the Invitation to Bid.
- B. Bid Documents with accompanying Bid security and other required information shall be sealed in an opaque envelope marked with:
 - 1. Project name.
 - 2. Name and address of Bidder.
- C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

3.06 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the time set for receiving Bids.
- B. Bidders may also modify or withdraw Bids by telecommunication (including facsimile, telex, or similar means) at any time prior to the time set for receiving Bids provided the instruction is positively identified. A duly executed document (in the manner that Bid must be executed) confirming the telecommunicated modification shall be submitted and received by Owner within three days after the date and time set for receiving of Bids.
- C. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and its Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Equipment and Materials and Field Services to be furnished under the Contract Documents.

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

- A. Bids will be publicly opened and read aloud.
- B. All Bids shall remain open for a period of 90 days after Bids are opened, but Owner may, at its sole discretion, release any Bid and return the Bid security at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER'S RIGHT TO REJECT BIDS:

- A. Owner reserves the right to reject any and all Bids and waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids or counterproposals, or Bids not accompanied by required Bid security or by other required data.
- B. Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- C. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

5.02 EVALUATION OF BIDS:

- A. In evaluating Bids, Owner shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.
- B. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data, and guarantees of Materials and Equipment may also be considered by Owner.
- C. The evaluation of manufacturers' data submitted with the Bid, or submitted upon request, will include consideration of:
 - 1. Owner-required inventory of spare parts.
 - 2. Design changes which would be required to accommodate the proposed Equipment and Materials.

3. Installation requirements and related engineering, training, and operating costs.
 4. Experience and performance record of the manufacturer.
 5. Maintenance and frequency of inspections required to assure reliable performance of the Equipment.
 6. Manufacturers' service facilities and availability of qualified field service personnel.
 7. Efficiency and related operating expense during the anticipated useful life of the Equipment.
 8. Production and completion schedule.
- D. Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to furnish the Equipment and Materials and Field Services in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- F. Within three days after Bids are opened, the apparent Successful Bidder and any other Bidder so requested, shall submit a list of the Suppliers and manufacturers of the following Equipment and other principal items of Equipment and Materials it expects to use in the Work unless such Suppliers and manufacturers are named in the Bid. The use of Suppliers and manufacturers listed by the Bidder and accepted by Owner prior to the Notice of Award will be required in the Work.
- G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner.

- 5.03 NOTICE OF AWARD: After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 90 days after the date of opening Bids notify the Successful Bidder of acceptance of its Bid.

ARTICLE 6 - SIGNING OF AGREEMENT

- 6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.
- 6.02 Within 15 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement leaving the dates blank, insert the properly executed Bonds, power of attorney documents, and other required documents in the appropriate places, and deliver all copies to Owner.
- 6.03 Within 10 days thereafter, Owner will execute all copies of the Agreement and insert the Date of Contract in the Agreement, Bonds, and other documents. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

ARTICLE 7 - SIGNING OF AGREEMENT

- 7.01 Deposits on Bid Documents will not be refunded to Bid Document holders.

END OF DOCUMENT 002116

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| | |
|--------------------|-----------------------------------|
| AGENDA ITEM | PAGE _____ OF _____ |
|--------------------|-----------------------------------|

| | |
|---|---|
| ITEM: Camera Truck Replacement | DEPARTMENT: Public Works |
| AGENDA SECTION: | AMOUNT: <u>\$238,609.93- Total</u> \$248,609.93 – Base Bid -\$25,000.00 – Trade In Value \$15,000.00 – Contingency (6.7%) |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 31, 2018 |
| SUMMARY HIGHLIGHTS: This Agenda item provides for the purchase of a new Camera Truck which is an integral part of a preventive maintenance program for the sanitary and storm sewer collection systems. A sewer televising program provides a means to monitor and make timely decisions regarding sewer repair and replacement options and needs. The Village's first Camera Truck was purchased in 2005 and it has met its life expectancy, so replacement is required. The proposal was advertised in early July and proposals were opened at 2:30pm on July 25, 2018. One (1) proposal was received from EJ Equipment, Inc. providing the most comprehensive and cost effective proposal. Their proposal in the amount of \$248,609.93 less \$25,000 trade in for a total of \$223,609.93. A copy of the bid tabulation is provided for reference. A contingency fund in the amount of \$15,000.00 for unforeseen variations in equipment needed for the truck. This project was included in the FY19 Budget funding from the waste water funds in the amount of \$275,000. | |
| RECOMMENDED ACTION: Approve the purchase and trade in of the Camera Truck through EJ Equipment Inc. in the amount of \$223,609.93 with a \$15,000.00 contingency fund. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>gh</i> Jake McCoy, P.E. <i>JM</i> | VILLAGE ADMINISTRATOR: Rick Snider <i>Rick Snider</i> |
| AGENDA PAGE NUMBER: | |

BID TABULATION

PROJECT: Camera Truck Proposals

OWNER: Village of Rantoul

By: Public Works Department - Bid Opening July 25, 2018 @ 2:30PM

| Bidder | Total |
|-----------------|--------------|
| ET Equipment | \$223,609.93 |
| | |
| | |
| | |
| | |

| Date | Name | Company | Email | Phone | Address |
|-----------------|-------------------|---------------------------------|--|--------------|--|
| 7/5/2018 8:34 | Scott | Rush Truck Centers Champaign | harpers@rushenterprises.com | 217-298-5041 | 309 West Hensley Rd, Champaign IL |
| 7/5/2018 9:36 | Julie Belan | EJ Equipment Inc | julie@ejequipment.com | 815-907-3955 | 6949 N 3000E Rd, Manteno IL |
| 7/5/2018 9:40 | Eric Higley | Adams County Fence & Supply | acfsupply@yahoo.com | 217-455-3248 | 1733 Hwy 24, Coatsburg IL |
| 7/5/2018 14:16 | Mike Lyons | Rush Enterprises, Inc | lyonsm@rushenterprises.com | 830-302-5286 | 555 IH35 South Ste 500, New Braunfels TX |
| 7/5/2018 19:01 | Richard | Morrow Brothers Ford, Inc | richie@morrowbrothersfordinc.com | 217-368-3037 | 1242 Main St, Greenfield IL |
| 7/5/2018 20:51 | Kevin Collings | Woody's Municipal Supply | kcollings3@gmail.com | 618-910-2162 | 6208 Hayley Ct, Springfield IL |
| 7/5/2018 22:43 | cxqxq sdcas | sqsqsq | fgfghdfghghdf@gmail.com | 895-462-1344 | fhfhfjhfhfj, ghfhfhghfg AL |
| 7/6/2018 7:54 | Sheila Smith | THWilson Bonds | thwbonds@outlook.com | 559-872-6105 | 4586 E. Copper Ave Suite 3342, Clovis CA |
| 7/6/2018 8:24 | Wilbert Watson | Sprint Solutions | wilbert.watson@sprint.com | 703-592-4648 | 12524 Sunrise Valley Dr, Reston VA |
| 7/6/2018 13:01 | Jon Reed | Barker Motor Company | jreed@bargermotorco.com | 309-261-2016 | 2030 Ireland Grove Rd, Bloomington IL |
| 7/10/2018 4:17 | Priemvondor | National Information Technology | ivyoti@vendor.com | 800-746-9554 | 4622 Cedar Ave, Wilmington AL |
| 7/11/2018 5:53 | Migdalia Gonzalez | CUES, Inc | migonzaiez@cuesinc.com | 800-327-7791 | 3600 Rio Vista Ave, Orlando FL |
| 7/11/2018 8:46 | Chase Dehne | PipeLogix Inc | chase.dehne@pipelogix.com | 734-744-5557 | 37659 Schoolcraft Rd, Livonia MI |
| 7/11/2018 11:32 | Josh Arreola | A-1 Alternative Fuel Systems | jarreola@a1altfuels.com | 559-485-4427 | 2320 Stanislaus St, Fresno CA |
| 7/11/2018 9:44 | Mark Crompton | Celplan Technologies Inc | mark@celplan.com | 703-259-4037 | 1920 Association Dr, Reston VA |
| 7/15/2018 22:33 | Kevin Wait | R.N.O.W. Inc | kevin.wat@rnnow-inc.com | 414-688-5700 | 8636 W National Ave, West Allis WI |
| 7/16/2018 13:18 | Scott | Rush Truck Centers Champaign | harpers@rushenterprises.com | 217-377-9000 | 309 West Hensley Rd, Champaign IL |

NOTICE OF REQUEST FOR PROPOSAL
VRNTL 18-R-03
Village of Rantoul, Illinois

CAMERA TRUCK

The Village of Rantoul, Illinois is requesting proposals from prospective vendors to replace the CAMERA TRUCK.

Any Proposal shall be submitted no later than 3:00 P.M. Wednesday July 25, 2018, (the "Due Date"). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals submitted by mail should be identified on the outside of the envelope as a Proposal for RFP VRNTL 18-R-03 CAMERA TRUCK and should be addressed to: Village of Rantoul, Comptroller, 333 S Tanner St. Rantoul, IL 61866. Proposals will be opened immediately after the closing time in the Municipal Conference Room located 333 S Tanner St, Rantoul, Illinois.

Additional information concerning this RFP can be found at:
<http://www.myrantoul.com/Bids.aspx>

All questions about the process and procedure may be directed to Pat Chamberlin by e-mail at pchamberlin@myrantoul.com. All questions related to the substance of the RFP shall be submitted to Jake McCoy (jmccoy@myrantoul.com) in writing (either by e-mail or U.S. Mail). All such substantive questions shall be answered by email to all recipients of the RFP.

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

Pat Chamberlin
Comptroller

Date: July 5, 2018
1386249 7/11,18

CERTIFICATE OF PUBLICATION IN The Rantoul Press

signed, THE NEWS-GAZETTE, INC. by its authorized agent, does
that said corporation is the publisher of The Rantoul Press and that the
kly secular newspaper of general circulation published in Rantoul,
nty, Illinois, and said newspaper is a newspaper as defined by 715 ILCS
715 ILCS 10/1 (1992); said publisher further certifies that the annexed
ished in said newspaper, on the following date(s);

/18/2018

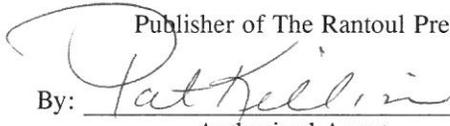
NOTICE OF REQUEST FOR PRO

Said publisher further certifies that the date of the first paper containing
the said notice was on the first date hereinabove set forth and that the date of the
last paper continuing the said notice was on the last date hereinabove set forth.

The News-Gazette, Inc.

Publisher of The Rantoul Press

By:


Authorized Agent

Publisher's fee \$141.68
Ad # 1386249

NOTICE OF REQUEST FOR PROPOSAL

VRNTL 18-R-03

Village of Rantoul, Illinois

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Pat Chamberlin
Comptroller

Date:
July 5, 2018

E J EQUIPMENT, INC.
 PO Box 665 • 6949 N. 3000 E. Rd.
 Manteno, IL 60950
 PH: (815) 468-0250 • Fax: (815) 468-8055
 www.ejequipment.com



Ship To: VILLAGE OF RANTOUL
 1625 EAST GROVE
 RANTOUL, IL 61866

Invoice To: VILLAGE OF RANTOUL
 1625 EAST GROVE AVENUE
 RANTOUL IL 61866

| | | | |
|-------------|----------------|--------------------------|--|
| Branch | | 01 - CENTRAL | |
| Date | Time | Page | |
| 07/17/2018 | 11:32:29 (O) | 1 | |
| Account No. | Phone No. | Estimate No. | |
| RANTO001 | 2178922762 | 001341 | |
| Ship Via | Purchase Order | | |
| | | | |
| CRAIG SUHRE | | Salesperson S21 / S21 | |

EQUIPMENT ESTIMATE - NOT AN INVOICE

| Description | ** Q U O T E ** | QUOTE VALID: 08/16/2018 | Amount |
|---|--------------------|-------------------------|-----------|
| CUES CCTV SEWER INSPECTION EQUIPMENT MOUNTED IN A FORD E450 CHASSIS PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS | | | 248609.93 |
| | Trade Ins ===== | | |
| Serial #: N/A 2005 HI-CUBE, GAS/GAS, APPROX. 13,000 MILES OZII CAMERA, PR TRANSPORTER, AND US21 TRANSPORTER | | | 25000.00- |
| | | Subtotal: | 223609.93 |
| Authorization: _____ | | Quote Total: | 223609.93 |

X _____
 Received By

RFP VRNTL 18-R-03

CAMERA TRUCK

Prepared and Requested By:

Village of Rantoul

Public Works Director

200 W. Grove Avenue

Rantoul, IL 61866

DATE: July 5, 2018

**REQUEST FOR PROPOSAL FOR CAMERA TRUCK
VRNTL 18-R-03**

Instructions

1. Requesting Entity.

This Request For Proposal (this "RFP") is made by the Village of Rantoul, Champaign County, Illinois, having its principal office located in the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866. All questions related to the substance of the RFP shall be submitted to Jake McCoy (jmccoy@myrantoul.com) in writing (either by e-mail or U.S. Mail).

2. Standard Terminology.

For convenience of reference, the words, terms and phrases defined below and elsewhere in this RFP shall have the meanings respectively ascribed to them for all purposes of this RFP, including as follows:

"Village" means the Village of Rantoul, Champaign County, Illinois.

"Vendor" means the prospective vendor, which includes any subcontractor, consultant, firm, offeror or proposer who submits a proposal in connection with this RFP.

"Equipment" means CAMERA TRUCK.

3. Purpose of Request.

The Village has determined to replace the CAMERA TRUCK which is an integral part of a preventative maintenance program for the sanitary and storm sewer collection system. A sewer televising program provides a means to monitor and make timely decisions regarding sewer repair and replacement options and needs.

4. Specifications.

The CAMERA TRUCK was purchased in 2005.



1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS

- 1 6.8L SOHC EFI Triton V10 Engine
- 1 6-Speed Automatic Transmission with OD
- 1 14,500 lb. GVWR
- 1 176" Wheel Base
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 16' CARGO BOX WITH WALKTHRU

- 1 Aero Cap with Walk Thru
- 1 2" X 6" Dense Pine Flooring
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back up Alarm

1 SAFE ENTRY/EXIT BUMPER

- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

2 TRANSPORTER STORAGE KIT

- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 LOCKABLE METAL STORAGE CABINET MOUNTED UNDER CHASSIS TO BE MOUNTED BEHIND GENERATOR TO RUN TO REAR WHEELS

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM

- 1 Door

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0

- 2 Amber LED Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination ntrl Room Interior
- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Bulkhead Wall with Passage Door from Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 2 Electrical Outlet with Dual Receptacles
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel with Casters
- 1 Breaker Box Storage Area with Locking Positive Latch

1 NO SHELVES IN BULKHEAD WALL

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 WINDOWS STREET SIDE IN CONTROL ROOM

1 STORAGE CABINET UNDER CONTROL ROOM DESKTOP

1 LONGER & WIDER BENCH SEAT IN CONTROL ROOM (MAKE AS BIG AS POSSIBLE)

1 CUSHION FOR BENCH SEAT

1 CLOSET IN CONTROL ROOM TO BE 6" WIDER THAN USUAL CLOSET

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 30-GALLON WASHDOWN SYSTEM

- 1 30-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25'Water Hose and Nozzle

1 GRAY WATER TO RUN DRAIN TO GROUND UNDER TRUCK

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM

- 1 Lower Storage Cabinet / Work Top with Sink and Faucet
- 1 Upper Wall Mounted Storage Cabinet

- 1 Lower Cabinet need to be wide enough to house 30-gallon tank and air compressor
- 1 Upper Cabinet to match the width of the lower cabinet
- 2 ADDITIONAL LIGHTING AND OUTLET**
 - 1 Light Mounted Above Work Top
 - 1 Dual Receptacle Outlet above Work Top
- 1 PORTABLE AIR COMPRESSOR**
 - 1 Electric Air Compressor
 - 1 Air Tank
- 1 7-DRAWER TOOL CHEST**
- 1 KIT, FOUL WEATHER DOOR**
- 1 RETRACTABLE AIR HOSE REEL WITH 25' AIR HOSE, AND CHUCK**
- 1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL**
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Electrical Outlet
- 1 7000 WATT GAS ONAN GENERATOR**
 - 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
 - 1 Gasoline Powered
 - 1 Electric Start
 - 1 Air Cooled
 - 1 Generator Remote Start/Stop Cable assembly
- 1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]**
 - 1 Generator Storage Compartment with Lockable External Access Door
 - 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
 - 1 Electrical Supply Center with Circuit Breaker Box
 - 1 Commercial power and Generator Power Connectors
 - 1 Automatic Power Transfer Switch
- 1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED**
 - 1 Four Function AC Power Meter displaying Critical Power Information including:
 - 1 Voltage
 - 1 Hertz
 - 1 Amperage
 - 1 Active Power (Watts)
 - 1 Front panel Selector Switch for two modes of operation:
 - 1 Fixed reading
 - 1 Continuous Auto-cycling
 - 1 Generator Battery Meter to Display Starting and Charging Voltage
 - 1 Generator Hour Meter
 - 1 Generator Remote Start/Stop Control Switch
 - 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)
- 1 P&T ZOOM III M/C BUILT-IN SONDE LED CAMERA**
 - 1 Solid State Color Sewer TV Camera
 - 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
 - 1 NTSC Color Standard with 4x Light Integration
 - 1 4 x 5W Cluster LED's for 6" through 72" lines
 - 1 Built In Transmitter, 512 Hz
 - 1 Camera Transportation and Storage Case
- 1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V**
 - 1 Steerable Unit Designed to Turn 360 Degrees within Its Own Radius

- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
 - 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
 - 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
 - 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
 - 1 Tip up Rear Connector
- 1 **8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**
 - 1 **10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**
 - 1 **6"-15"PIPE SPACER KIT**
 - 1 **ELECTRIC CAMERA LIFT FOR COMPACT TRANSPORTER**
 - 1 **12"-15" PNEUMATIC TIRE KIT FOR COMPACT TRANSPORTER**
 - 1 **8" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER**
 - 1 **10-15" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER**
 - 1 **CAMERA ASSY, RVC, PWR LIFT, CPR**
 - 1 Color NTSC Camera
 - 1 Light ring with (12) Solid State White LEDs
 - 2 **QUICK CABLE LOCK PIGTAIL COUPLER KIT**
 - 1 **COMPACT TRAC TRANSPORTER M/C**
 - 1 For 6" Relined Pipe Sizes with Free Wheel and Powered Reverse
 - 1 Spare Parts Kit with additional Links and Rubber Cleats
 - 1 Built In 6-Pin Receptacle for Direct Insertion of the Camera
 - 1 Protective Housing for Optical Zoom Camera Pan & Tilt with Locking Feature
 - 1 "T" Handle for Quick Removal / Insertion of Optical Zoom Pan & Tilt Camera
 - 1 **7"-15" EXTENDERS FOR COMPACT TRAC TRANSPORTER**
 - 1 **18" - 24" COMPACT TRAC TRANSPORTER EXTENSION KIT**
 - 2 **SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
 - 1 Additional Chain Links and Rubber Cleats
 - 1 **1000' CABLE ASSEMBLY, M/C 12PIN METAL**
 - 1 1000'Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief
 - 1 **TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT**
 - 1 Black Thermoplastic Powder Coated Frame
 - 1 Power Level wind & Multi Ratio Manual Transmission
 - 1 Automatic Cable Payout System
 - 1 Footage Meter with Local Counter and Remote Counter
 - 1 Transmission Control at Viewing Station
 - 1 Local Reel Mount Electrical and Mechanical Control
 - 1 Sealed Continuous Contact Collector Assembly
 - 1 Removable Drip Pan for Cleaning
 - 1 **WORK TOP ON TV REEL TO EXTEND TO BULKHEAD WALL**

- 2 SHELVES ABOVE WORK TOP THE LENGTH OF THE WORK TOP WITH A LIP ON THE SHELVES TO HELP KEEP ITEMS FROM FALLING OUT
- 2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR
- 1 PCU ASSEMBLY [RACK MOUNT]
- 1 CCU ASSEMBLY [RACK MOUNT]
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard
 - 1 On Screen Footage Display
- 1 TEST CABLE
- 1 8.7" MINI KEYBOARD
- 1 BRACKET, LOGITECH CONTROLLER, K2
- 1 WIRED & WIRELESS USB CONTROLLER
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed
- 1 COMPUTER ONLY [Must be compatible with our current/future Granite SOFTWARE]
 - 1 Motherboard with LGA 1151 Socket and Intel Z270 Chipset
 - 1 Intel Core i7-6700K 4.0 GHz Processor
 - 1 8 GB of DDR4 (Double Data Rate) 2133 RAM
 - 1 USB Video Capture Device for MPEG 1 / 2 / 4 / WMV
 - 1 Video Display Adapter, 2GB, HDMI, DVI, VGA
 - 1 LAN, On Board Network Connections, 10 / 100 / 1000 Mbps
 - 4 USB 2.0 Ports
 - 4 USB 3.0 Ports
 - 2 USB 3.1 Ports
 - 2 RS232 Serial Com Ports
 - 1 Bluetooth v4.0
 - 1 WiFi MU-MIMO 802.11 a/b/g/n/ac dual frequency band 2.4/5 GHz
 - 5 On Board Audio Ports
 - 1 DVD + / - RW DVD Burner 20x / CD - RW 40x Internal Optical Drive
 - 1 1 TB (7,200 RPM) SATA Hard Drive
 - 1 250 GB M.2 Solid State Drive
 - 1 500 Watt 1U ATX Power Supply
 - 1 Industrial Hardened Case Slim 2U Design for 19" Rack
 - 1 Windows 10 Professional 64-bit Operating System
- 1 USB BLACK COMPUTER KEYBOARD AND MOUSE
- 1 HP OFFICEJET COLOR PRINTER
- 1 CONSULTING FOR Granite XP-TO-GraniteNet CONVERSION
- 1 TRUVUE SYSTEM

- 1 KIT, WIRELESS, TRK MNT, TRU-VUE
- 1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY
- 1 MANHOLE ADAPTER CLAW HOOK
- 6 POLE ASSY, RETRIEVAL/DOWNHOLE TL, 58"
- 1 INVERT ROLLER ASSEMBLY
- 1 RETRIEVAL HOOK
- 1 MULTI CONDUCTOR TV ONLY TOOL KIT
 - 1 Milliamp meter Tool
 - 1 Electrical Tape
 - 1 Needle Nose Pliers
 - 1 Six-In-One Screwdriver
 - 1 6" Adjustable Wrench
 - 1 Anti Seize Grease
 - 1 9-Piece Allen Wrench kit
 - 1 Solder Iron Kit
 - 1 Industrial Pliers
 - 1 5/32 T-Handle Hex Wrench
 - 1 Multi Conductor TV Only Operation Manual
 - 1 Parts Catalog
 - 1 Cable Repair Kit DVD
 - 1 TV Only Training DVD

3 DAYS ON-SITE TRAINING

5. Proposal.

All proposals must be accompanied by Warranties, parts manual, service manuals, operators manual and any other pertinent product literature. Proposals must be submitted in conformity with, be based upon, and be subject in all respects to all the terms, conditions and obligations of the proposed Contract Documents. The Village reserves the right to waive minor defects or variations from the exact requirements of this RFP. If insufficient information is submitted by any Vendor to properly evaluate any proposal submitted, the Village further reserves the right to request such additional information as it may deem necessary.

6. Number of Proposal to Submit.

Provide at least three (3) copies of the Proposal along with three (3) copies of additional documentation, if any. The original, together with each copy of such Proposal, shall be securely bound and submitted together as a package in a sealed envelope clearly identified on the outside of such envelope with the words "**Proposal For RFP VRNTL-18-R-03 CAMERA TRUCK.**" Each such submittal shall show the name, address, telephone and telefax numbers and e-mail address of the Vendor submitting the proposal.

7. Closing Date.

Any Proposal shall be submitted no later than 3:00 P.M. Wednesday July 25th, 2018, (the "Due Date"). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals will be opened immediately after the closing time, in the Conference room of the Municipal building located at 333 S. Tanner St., Rantoul, IL 61866.

8. Place of Submission.

All proposals shall be submitted to the Village of Rantoul, Office of the Comptroller, 333 S. Tanner St. Rantoul, Illinois 61866.

9. Proposal Guarantee.

Any Proposal submitted in response to this RFP shall be irrevocable for a period of sixty (60) days from and after the Due Date of this RFP and may not be withdrawn by any Vendor during such period. After such period of sixty (60) days, the proposal may be withdrawn by any Vendor at such Vendor's request if such Vendor's proposal has not been selected prior to any such request to withdraw.

10. Evaluation Criteria.

An award shall be made to the Proposer/Vendor providing the most responsible submittal as determined in the sole discretion of the Village. In making this determination the Village may consider the following as well as other relevant criteria:

- (A) The ability, capacity and skill of the Vendor to undertake the Work required;
- (B) The capacity of the Vendor to perform the Work promptly or within the time specified, without delay or interference;
- (C) The character, integrity, reputation, judgment, experience and efficiency of the Vendor including, but not limited to, past performance defaults; whether or not such defaults were with the Village; competency; or failure to pay or satisfactorily settle all claims due for labor and material;
- (D) The quality of performance by the Vendor on any previous work;
- (E) The previous and existing compliance by the Vendor with laws and ordinances relating to any previous work;
- (F) The sufficiency of the financial resources and financial ability of the Vendor to undertake the Work;
- (G) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or the particular use required in connection with the Work;

- (H) The ability of the Vendor to perform any future maintenance, service or work for the use of the Project, including guarantees;
- (I) The number and scope of any conditions made a part of the proposal by the Vendor;
- (J) The Vendor's record of payments for taxes, licenses or other monies due the Village; and
- (K) Whether the Vendor is a Local Vendor (i.e., a vendor having a place of business which employs at least one (1) permanent employee at a location determined in the following order of priority: (a) the Village; (b) Champaign County; or (c) the State of Illinois) and entitled to preference as set forth below. For any bid of five thousand dollars (\$5,000.00) or more, the Local Vendor determined to have the highest priority among other Local Vendors, if any, shall have preference and shall be considered to be the lowest responsible bidder if each of the following conditions are met: (i) any such Local Vendor is a responsible bidder; and (ii) the bid of any such Local Vendor is not greater than the lowest bid submitted by a responsible bidder by more than two percent (2%) or two thousand dollars (\$2,000.00), whichever is less. This local Vendor preference shall not be applicable, however, if any federal or state funding source prohibits any such application in connection with any such Work under any applicable law, rule or regulation.

In connection with any such evaluation by the Village, any Vendor may be invited to submit more detailed information, to make oral presentations, or both. The Village may make any reasonable investigation deemed necessary and proper to determine the ability of the Vendor to perform the Work, and the Vendor shall furnish to the Village all information for this purpose that may be reasonably requested. The Village reserves the right to accept or to reject any or all Proposals, or any part thereof, received from any Vendor in connections with this RFP for any reason.

11. Taxes

The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

12. Acceptance of Proposal.

The contents of the proposal or such parts thereof as may be accepted by the Village will become a contractual obligation of the Vendor and may be incorporated into the final Contract Documents, at the discretion of the Village. It is anticipated formal approval by the Village of Rantoul Board of Trustees will occur on August 14, 2018.

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

Introduction

EJ Equipment / CUES propose to furnish a new complete CCTV Sewer Inspection Equipment. The sewer Inspection system shall be installed in an E 450 Gas chassis with a 16' Box. This shall include all the necessary equipment to perform pipeline Inspections of 6" – 30" pipe. This pipeline Inspection Unit will have the ability to be upgraded at a later date to include equipment capable of inspecting and profiling lines up to 120" inspecting service lateral connections ranging from 3"-8" diameter via a mainline lateral launcher. An optical zoom pan and tilt cameras will be equipped with a 40:1 zoom ratio and built in Sonde, a video cable reel with 1000 ft. video cable a Compact Steerable Pipe Ranger for 6 through 30" pipe and a Ultra shorty III transporter. Equipment shall be manufactured by Cues Inc. located in Orlando, Florida.

Request for Proposal is submitted by:

Dealer: EJ Equipment
Contact: Craig Suhre
6949 N. 3000 E. Road
Manteno, IL 60950
Phone: 800-522-2808
Fax: 815-468-0341
E-Mail: craig@ejequipment.com

Experience, Background, and Similar Work

Established in 1964 CUES continues to an industry leader for designing and manufacturing closed circuit television systems, pipe joint sealing systems, lateral reinstatement robotics, and condition assessment software used primarily for the inspection and rehabilitation of wastewater systems, DOT drain lines, and potable water lines.

CUES systems provide the ability to inspect pipelines via high resolution video cameras and robotics, digital side scanning systems, laser and sonar pipe profiling. Condition assessment/decision support software enables our customer base to provide a strong foundation for decision making pertaining to establishing priorities for inspection, rehabilitation, or replacement of buried infrastructure.

All CUES systems and software are designed in house. CUES is a fully integrated supplier of turnkey systems including portable and custom designed vehicle systems engineered to operate on or off road. CUES builds approximately 250 custom vehicle mounted systems and 200 portable systems annually to meet our individual customers' needs.

With over \$10 Million in parts inventory, a broad range of emergency/loaner equipment, virtually 24 hour on-call service support, on site design engineering, almost 300 employees, and 24 US dealerships, the company is dedicated to keeping its customers productive. CUES' high level of customer retention underscores this commitment to customer service. Evidence of this fact is the company's large base of installed equipment which currently numbers in excess of 10,500 systems used by government and private entities throughout the world.

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

With dedication and focus, the CUES team is determined to provide the critical information needed to assess the condition, remaining useful life, and long-term performance of a piping system.

CUES has built and delivered various Truck Mounted CCTV Sewer Line Inspection and Rehabilitation systems that are operating in your area. References are included in this RFP.

Specifications:

In summary, CUES will provide amber Strobe lights mounted on the roof in each corner with controls in the cab.

- The body interior is divided into two areas; a viewing studio and a work / storage / equipment room, It is divided by a bulkhead wall with a full height operator pass through door. The bulkhead wall will contain a large 30" x 20" minimum "safety plus" window to provide a full view from the viewing console to the rear of the truck. All monitors will be thin flat screen monitors with high resolution to save space and provide high quality video.
- A 7.0 Onan generator will be provided to power the TV equipment located within the vehicle body with a drip pan.
- All cabinet construction will be of ¾" 7 ply cabinet grade plywood and all cabinet doors shall have metal flush mounted positive latches, eliminating the unwanted opening of doors during transit.
- The viewing & equipment room shall have a Lonseal floor that is **guaranteed for 10 years.**
- 30 gallon wash down system can be provided with a retractable hose reel and an upper storage cabinet mounted above the work top.
- A washable Kemlite seamless liner will be installed on the walls and ceiling of the rear equipment area.
- All wiring is completed to NEC codes and there will be no exposed wiring.
- Maximum ergonomic comfort for the operator. A 1" thick counter top will be constructed to provide ample work space for the operator.
- To maximize the working area in the viewing room, a contoured control console is used for rack mounting the electronic components above the countertop. This maximizes our ability to provide counter space.
- Ample workspace and storage in the equipment room to include a work top.
- All exposed corners and surfaces will be protected with an industrial aluminum liner. All walls and the ceilings will be covered with an industrial grade Kemlite seamless laminate that is washable.
- Moisture Protection - All free- standing cabinets are mounted on raised runners to stop any capillary absorption of water from the floor during wash down.
- **10 years warranty on all cabinets and woodwork in the truck.**

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck



E 450 Chassis with window



Safe Entry Bumper



Transporter storage drawers



Storage under chassis

Equipment Room Equipment



Wash down Cabinet



Rear Monitor in bulkhead wall

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

Control Room Equipment



Summit Power Control



Storage shelves under desk top



Closet in control room



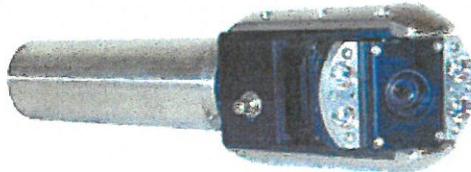
The Summit Interior features the wired and wireless hand held controller for camera and transporter. This allows the operator to move about freely.

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

Pan and Tilt Zoom Camera:

OZ III Optical Zoom Pan and Tilt Camera:

- Provides 40:1 optical / digital zoom ration with built in lighting for 6" through 48" lines. Optical Zoom is 10:1
- The camera is provided with built in self- diagnostics to include temperature, humidity, camera and light voltage, serial number, and hour meter to facilitate maintenance and trouble- shooting.
- The camera is provided with a 4-step light enhancement feature for challenging light conditions. Each step increases the light sensitivity of the camera by a multiple of 4 times. **Camera lighting is field replaceable in 10 minutes.**
- The camera shall have a built in Sonde 512 Hz transmitter to accurately locate the camera & transporter in metallic and non-metallic pipes by emitting continuous magnetic pulses/signals.
- The camera head has a built in protective fork system to shield the camera from shock and impact during retrieval and insertion.
- **Wireless controls of all camera and transporter functions.**
- The camera shall connect directly into the transporter cradle into a built in receptacle in the transporter assembly.
- Camera shall be useable in 5" pipes and larger
- Camera shall have an automatic centering feature for insuring camera is upright

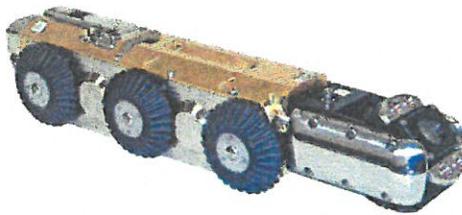


Compact Wheeled Steerable Transporter for 6"-30" pipe

- **Full steering** – avoids almost all potential of the unit tipping over. It can be steered from the sides of the pipe if it begins to ride on the side of the pipe. It can be steered to access difficult easements and can negotiate all 22, 45, and 90degree sweeps in the larger diameter pipes.
- **One hand control** via a hand held wired and wireless controllers is provided for the operator. The operator full mobility when operating the controller. The joystick controls all transporter and optical zoom pan and tilt camera functions, including the remote electronic camera lift via one hand.
- **Wireless Control of all camera, transporter and reel functions.**
- Three rubber Wheel Sets shall be provided.
- Can pull up to 2000 ft. multi conductor cable.
- Runs in forward, powered reverse, and freewheel plus full proportional steering.

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

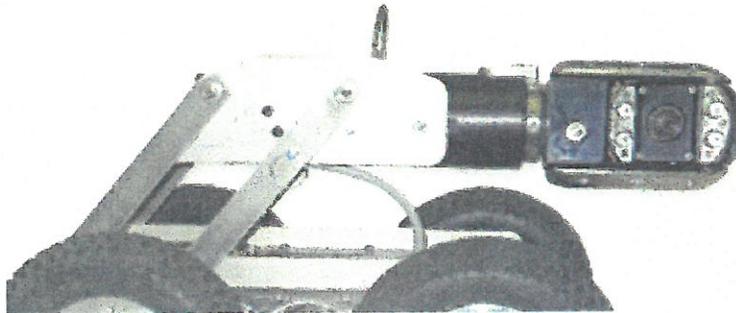
- Can inspect offset 6" diameter and 6" relined pipe with full pan and tilt abilities
- The OZ III Pan and tilt zoom camera plugs directly into the compact wheeled steerable transporter with no external interconnect cables.
- **A rear tip up waterproof universal 12 pin connector** is provided on the rear of the transporter to minimize stress and strain on the cable connection during insertion and retrieval.
- **Built in Two-Speed Transmission**-doubles the torque of the drive train when the large diameter tires are installed (7.9" diameter tires)
- The transporter camera assembly has an auto centering feature for the camera to achieve operator orientation and full proportional steering to minimize the potential for tip-overs in the pipe.



Rubber Wheels for Compact Pipe Ranger



Pneumatic tires for larger pipe shall be provided

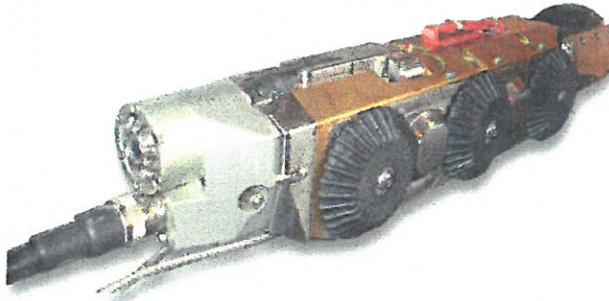


Electric camera Lift shall be provided

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck



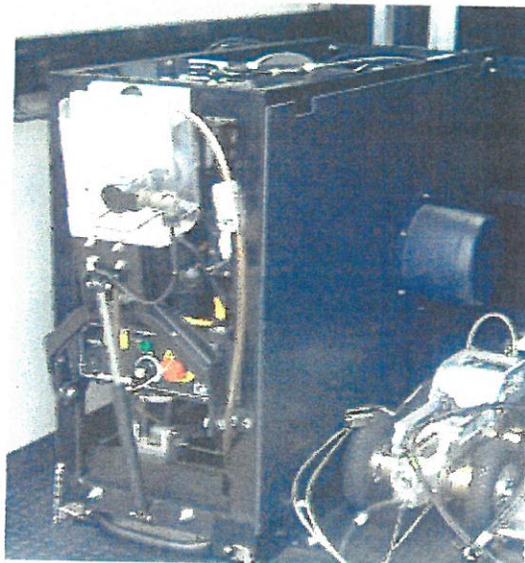
Steel Wheels shall be provided



Rear viewing camera

Video Cable Reel with 1000 ft. multi conductor cable

- 1000 ft. high strength multi conductor video cable (2,000 lbs. break strength)
- Black Thermoplastic Powder Coated Frame
- Power Level wind & Multi Ratio Manual Transmission
- Footage Meter with Local Counter and Remote Electronic Counter
- Transmission Control at Viewing Station
- Local Reel Mount Electrical and Mechanical Control
- Auto Payout that matches the speed of the reel with the speed of the transporter, thus eliminating most cable drag.
- Sealed Continuous Contact Collector Assembly
- Removable Drip Pan for Cleaning



Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

Training

Three (3) days CCTV training shall be performed by EJ/Cues' field training representative.

Training Topics shall include:

1. Sewer Main cameras Use and functionality of the inspection camera including mounting to camera tractor, cable connectors, and lamp replacement.
2. Sewer Main Inspection Camera & tractors Use and functionality of the camera tractors including camera mounting, setups and adaptation to multiple pipe diameters, cable connectors, gear ratio selections, camera platform lifts, and maintenance procedures.
3. Sewer Main Inspection Camera power control unit Use and functionality of the Power control unit, wired and wireless Logitech controller procedures and maintenance procedures.
4. Sewer Main Inspection Camera Cable Reel Use and functionality of controls pertinent to the CCTV reel including speed, TV cable applications and connections, cable footage counter and reel maintenance procedures..
5. System preventative Maintenance, suggested schedule, and methods.
6. Basic System Troubleshooting and repair.

Prior to the completion of the training session, time will be allotted for a question and answer session to review any details covered during the training. The CUES' field trainer will also review CUES' procedures relative to parts ordering, customer service, product repair and loaner equipment guidelines. It's our goal to make your ownership experience as productive as possible and to maximize your return on investment.

Should you have any questions or need additional details regarding our products or services, please do not hesitate to contact us at 1-800-327-7791, or on the web at www.cuesinc.com.

Warranty

CUES standard one- year warranty on complete unit, five years on software supplied by EJ/CUES.

Loaner Equipment

Loaner equipment shall be available for Customer equipment purchased from EJ/Cues.

TV Equipment Service Centers and Information: Parts and Service are available from 7:00 AM EST to 6:00 PM EST via the following facilities:

Local Representation

Dealer: EJ Equipment

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

Contact: Craig Suhre
6949 N. 3000 E. Road
Manteno, IL 60950
Phone: 800-522-2808
Fax: 815-468-0341
E-Mail: craig@ejequipment.com

Other Parts and Service Depots:

CUES (Corporate Headquarters)

3600 Rio Vista Avenue
Orlando, Florida 32805

Telephone: 1-800-854-2837 (parts only)
Fax: 1-800-831-1184 (parts only)
Hours: 8:00 am – 8:00 pm EST Monday-Friday

CUES Atlanta

3755 Industrial Ct.
NW, Suite 14
Suwannee, GA 30024
Phone: 770-945-8674
Fax: 770-945-9604
Hours: 8AM - 5PM EST M-Fri

CUES West

1943 S. Augusta Court
Ontario, CA 91761

Telephone: 1-800-544-8695
Fax: 1-909-946-2441
Hours: 7:00 am – 5:00 pm PST Monday - Friday

The CUES Service Program includes Toll-Free National Watts lines, detailed manuals and Technical Support for training. Technical Advice and a Service Department that provides 48-72 hours turn around on repairs, a fully stocked parts and service facility eliminating the need to stock an expensive parts inventory or being subjected to long periods of interrupted service due to lack of spare parts. EJ/CUES has loaner video system components available at no charge.

Replacement parts will typically be available for approximately 10 to 15 years.

Village of Rantoul, IL RFP # VRNTL 18-R-03 Camera Truck

Credentials / Qualifications:

Vehicle Assembly/Manufacturing:

This individual will be responsible for the managing of the departments that fabricate the custom interior and complete the installation of the TV equipment into the vehicle. Once installation is completed the Quality Control department will check the operation of all the equipment prior to shipment.

Matt Tyner – Vehicle Assembly/Cabinet Shop Manager – 16+ years in the OEM truck retrofit and commercial cabinetry business. Lead Mechanical Designer for 10+ years and Manufacturing Manager for 5+ years. Extensive experience (13+ years) in the design/building/mounting/installation of vehicle “cargo” boxes and vehicle-mounted cabinetry required to pass Government specified crash testing for certification in Ambulances. Manufacturing Manager for CUES’ Vehicle Assembly and Cabinet Shop departments since February of 1999.

Project Schedule:

Note: The following schedule is intended as a guide only. Below days indicate calendar days and are approximate time frames only. Actual dates are subject to change at CUES discretion, not to exceed required delivery date.

Day 1-30: Purchase Order received, chassis order placed with Ford, Box for chassis ordered

Day 31-60: New Chassis and Box received at CUES and TV equipment manufactured.

Day 61-90: Installation of custom interior and CCTV system installed into vehicle.

Day 91-120: The new CCTV Inspection truck will be forwarded to the Quality Control Department for systems check under full load. Upon system check completion, the unit will be shipped to the Village of Rantoul.



EQUIPMENT

Build Sheet CUES TV Inspection Vehicle

- 1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS**
 - 1 6.8L SOHC EFI Triton V10 Engine
 - 1 6-Speed Automatic Transmission with OD
 - 1 14,500 lb. GVWR
 - 1 176" Wheel Base
 - 1 Cab Air Conditioner
 - 1 AM / FM Radio

- 1 16' CARGO BOX WITH WALKTHRU**
 - 1 Aero Cap with Walk Thru
 - 1 2" X 6" Dense Pine Flooring
 - 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
 - 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
 - 2 Laminated Steel Lock
 - 1 Kemlite Covering on Inside Rear Doors
 - 1 Back up Alarm

- 1 SAFE ENTRY/EXIT BUMPER**
 - 1 Three (3) Steps Evenly Spaced
 - 1 Bottom Step Folds Up for Ground Clearance
 - 1 Safety Grab Handle

- 2 TRANSPORTER STORAGE KIT**
 - 1 Lockable Storage Compartment for Camera and Transporter
 - 1 Sliding Drawer
 - 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

- 1 LOCKABLE METAL STORAGE CABINET MOUNTED UNDER CHASSIS TO BE MOUNTED BEHIND GENERATOR TO RUN TO REAR WHEELS**

- 1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM**
 - 1 Door

- 1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0**
 - 2 Amber LED Strobe Warning Beacons
 - 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination Control Room
 - Interior:
 - 1 Lonseal Lonplate Flooring
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Bulkhead Wall with Passage Door from Control Room to Equipment Room
 - 1 Tinted Viewing Window in Bulkhead Wall
 - 1 Tinted Viewing Window in Bulkhead Door
 - 1 Above Desk Control Console with Rack Mount for Electronic Equipment
 - 1 Desktop / Work Area
 - 1 12V High Intensity LED Light Fixture
 - 2 Electrical Outlet with Dual Receptacles
 - 1 Fire Extinguisher with Bracket, 10BC Rating
 - 1 Operators Chair, Swivel with Casters
 - 1 Breaker Box Storage Area with Locking Positive Latch

- 1 NO SHELVES IN BULKHEAD WALL
- 1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP
- 1 WINDOWS STREET SIDE IN CONTROL ROOM
- 1 STORAGE CABINET UNDER CONTROL ROOM DESKTOP
- 1 LONGER & WIDER BENCH SEAT IN CONTROL ROOM (MAKE AS BIG AS POSSIBLE)
- 1 CUSHION FOR BENCH SEAT
- 1 CLOSET IN CONTROL ROOM TO BE 6" WIDER THAN USUAL CLOSET
- 1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:
 - 1 Lonseal Lonplate Flooring
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Electrical Outlet with Dual Receptacles
 - 1 12V High Intensity LED Light Fixture
 - 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights
- 1 30-GALLON WASHDOWN SYSTEM
 - 1 30-Gallon Fresh Water Tank
 - 1 Electric Water Pump
 - 1 Retractable Hose Reel with 25'Water Hose and Nozzle
- 1 GRAY WATER TO RUN DRAIN TO GROUND UNDER TRUCK
- 1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM
 - 1 Lower Storage Cabinet / Work Top with Sink and Faucet
 - 1 Upper Wall Mounted Storage Cabinet
 - 1 Lower Cabinet need to be wide enough to house 30-gallon tank and air compressor
 - 1 Upper Cabinet to match the width of the lower cabinet
- 2 ADDITIONAL LIGHTING AND OUTLET
 - 1 Light Mounted Above Work Top
 - 1 Dual Receptacle Outlet above Work Top
- 1 PORTABLE AIR COMPRESSOR
 - 1 Electric Air Compressor
 - 1 Air Tank
- 1 7-DRAWER TOOL CHEST
- 1 KIT, FOUL WEATHER DOOR
- 1 RETRACTABLE AIR HOSE REEL WITH 25' AIR HOSE, AND CHUCK
- 1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Electrical Outlet
- 1 7000 WATT GAS ONAN GENERATOR
 - 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
 - 1 Gasoline Powered
 - 1 Electric Start
 - 1 Air Cooled
 - 1 Generator Remote Start/Stop Cable assembly

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]

- 1 Generator Storage Compartment with Lockable External Access Door
- 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED

- 1 Four Function AC Power Meter displaying Critical Power Information including:
 - 1 Voltage
 - 1 Hertz
 - 1 Amperage
 - 1 Active Power (Watts)
- 1 Front panel Selector Switch for two modes of operation:
 - 1 Fixed reading
 - 1 Continuous Auto-cycling
- 1 Generator Battery Meter to Display Starting and Charging Voltage
- 1 Generator Hour Meter
- 1 Generator Remote Start/Stop Control Switch
- 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 P&T ZOOM III M/C BUILT-IN SONDE LED CAMERA

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard with 4x Light Integration
- 1 4 x 5W Cluster LED's for 6" through 72" lines
- 1 Built In Transmitter, 512 Hz
- 1 Camera Transportation and Storage Case

1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V

- 1 Steerable Unit Designed to Turn 360 Degrees within Its Own Radius
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
- 1 Tip up Rear Connector

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 6"-15" PIPE SPACER KIT

1 ELECTRIC CAMERA LIFT FOR COMPACT TRANSPORTER

1 12"-15" PNEUMATIC TIRE KIT FOR COMPACT TRANSPORTER

1 8" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER

1 CAMERA ASSY, RVC, PWR LIFT, CPR

- 1 Color NTSC Camera
- 1 Light ring with (12) Solid State White LEDs

2 QUICK CABLE LOCK PIGTAIL COUPLER KIT

1 COMPACT TRAC TRANSPORTER M/C

- 1 For 6" Relined Pipe Sizes with Free Wheel and Powered Reverse
- 1 Spare Parts Kit with additional Links and Rubber Cleats
- 1 Built In 6-Pin Receptacle for Direct Insertion of the Camera
- 1 Protective Housing for Optical Zoom Camera Pan & Tilt with Locking Feature
- 1 "T" Handle for Quick Removal / Insertion of Optical Zoom Pan & Tilt Camera

- 1 **7"-15" EXTENDERS FOR COMPACT TRAC TRANSPORTER**
- 1 **18" - 24" COMPACT TRAC TRANSPORTER EXTENSION KIT**
- 2 **SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
 - 1 Additional Chain Links and Rubber Cleats
- 1 **1000' CABLE ASSEMBLY, M/C 12PIN METAL**
 - 1 1000'Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief
- 1 **TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT**
 - 1 Black Thermoplastic Powder Coated Frame
 - 1 Power Level wind & Multi Ratio Manual Transmission
 - 1 Automatic Cable Payout System
 - 1 Footage Meter with Local Counter and Remote Counter
 - 1 Transmission Control at Viewing Station
 - 1 Local Reel Mount Electrical and Mechanical Control
 - 1 Sealed Continuous Contact Collector Assembly
 - 1 Removable Drip Pan for Cleaning
- 1 **WORK TOP ON TV REEL TO EXTEND TO BULKHEAD WALL**
- 2 **SHELVES ABOVE WORK TOP THE LENGTH OF THE WORK TOP WITH A LIP ON THE SHELVES TO HELP KEEP ITEMS FROM FALLING OUT**
- 2 **19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR**
- 1 **PCU ASSEMBLY [RACK MOUNT]**
- 1 **CCU ASSEMBLY [RACK MOUNT]**
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard
 - 1 On Screen Footage Display
- 1 **TEST CABLE**
- 1 **8.7" MINI KEYBOARD**
- 1 **BRACKET, LOGITECH CONTROLLER, K2**
- 1 **WIRED & WIRELESS USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed

1 COMPUTER ONLY [NO Granite SOFTWARE]

- 1 Motherboard with LGA 1151 Socket and Intel Z270 Chipset
- 1 Intel Core i7-6700K 4.0 GHz Processor
- 1 8 GB of DDR4 (Double Data Rate) 2133 RAM
- 1 USB Video Capture Device for MPEG 1 / 2 / 4 / WMV
- 1 Video Display Adapter, 2GB, HDMI, DVI, VGA
- 1 LAN, On Board Network Connections, 10 / 100 / 1000 Mbps
- 4 USB 2.0 Ports
- 4 USB 3.0 Ports
- 2 USB 3.1 Ports
- 2 RS232 Serial Com Ports
- 1 Bluetooth v4.0
- 1 WiFi MU-MIMO 802.11 a/b/g/n/ac dual frequency band 2.4/5 GHz
- 5 On Board Audio Ports
- 1 DVD +/- RW DVD Burner 20x / CD - RW 40x Internal Optical Drive
- 1 1 TB (7,200 RPM) SATA Hard Drive
- 1 250 GB M.2 Solid State Drive
- 1 500 Watt 1U ATX Power Supply
- 1 Industrial Hardened Case Slim 2U Design for 19" Rack
- 1 Windows 10 Professional 64-bit Operating System

1 USB BLACK COMPUTER KEYBOARD AND MOUSE

1 HP OFFICEJET COLOR PRINTER

1 CONSULTING FOR Granite XP-TO-GraniteNet CONVERSION

1 TRUVUE SYSTEM

1 KIT, WIRELESS, TRK MNT, TRU-VUE

1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY

1 MANHOLE ADAPTER CLAW HOOK

6 POLE ASSY, RETRIEVAL/DOWNHOLE TL, 58"

1 INVERT ROLLER ASSEMBLY

1 RETRIEVAL HOOK

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliamp meter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Industrial Pliers
- 1 5/32 T-Handle Hex Wrench
- 1 Multi Conductor TV Only Operation Manual
- 1 Parts Catalog
- 1 Cable Repair Kit DVD
- 1 TV Only Training DVD

3 DAYS ON-SITE TRAINING

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| | |
|--------------------|-----------------------------------|
| AGENDA ITEM | PAGE _____ OF _____ |
|--------------------|-----------------------------------|

| | |
|--|---|
| ITEM: Waste Water Treatment Plant Grit Machine Replacement | DEPARTMENT: Public Works |
| AGENDA SECTION: | AMOUNT: <u>\$55,105.00- Total</u> \$52,605.00 – Base Bid \$2,500.00 – Contingency (4.7%) |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 30, 2018 |
| SUMMARY HIGHLIGHTS: This Agenda item provides for the labor, materials, and installation of the stainless steel bucket grit machine at the Waste Water Treatment Plant. The Grit Machine, which was placed into service in 1987, is the initial screening process which removes objects such as rags, papers, plastic and metals to prevent damage and clogging of downstream equipment. The machine has reached its life expectancy and catastrophic failure of the machine would cause the Waste Water Plant to shut down indefinitely for repairs, so replacement is required. The proposal was advertised in early July and proposals were opened at 2:00pm on July 25, 2018. Two (2) proposals were received with Paul’s Machine & Welding Corp. providing the most comprehensive and cost effective proposal. Their proposal in the amount of \$52,605.00 was less than the next vendor’s pricing. A copy of the bid tabulation is provided for reference. A contingency fund in the amount of \$2,500 is requested to address unforeseen conditions when replacing the machine. This project was included in the FY19 Budget funding from the waste water funds in the amount of \$57,000.00. | |
| RECOMMENDED ACTION: Approve the purchase of the stainless steel bucket grit machine through Paul’s Machine & Welding Corp. in the amount of \$52,605.00 with a \$2,500 contingency fund. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>gh</i> Jake McCoy, P.E. <i>jm</i> | VILLAGE ADMINISTRATOR: Rick Snijder <i>Rick Snijder</i> |
| AGENDA PAGE NUMBER: | |

BID TABULATION

PROJECT: Grit Machine Proposals

OWNER: Village of Rantoul

By: Public Works Department - Bid Opening July 25, 2018 @ 2:00PM

| Bidder | Total |
|--------------------------------|-------------|
| Pauls Machin + Welding | \$52,605.00 |
| Schomburg + Schomburg Cast. | \$57,474.46 |
| | |
| | |
| | |

| Date | Name | Company | Email | Phone | Address |
|-----------------|-------------------|---------------------------------------|--|--------------|---|
| 7/6/2018 6:46 | Al Wagner | Schomburg & Schomburg Construction Co | alwagner@schomburginc.com | 217-442-3081 | 922 Collett St, Danville IL |
| 7/5/2018 22:41 | cxxxqx sdcas | dqqdq | gfsghdfsghdf@gmail.com | 895-462-1344 | ffjffjffj, gjgjgig AL |
| 7/5/2018 21:18 | Harry Martin | Martin Bros Logistics | little707@frontier.com | 217-202-2038 | 513 N Ohio, Rantoul IL |
| 7/5/2018 9:51 | Eric Higley | Adams County Fence and Supply | acfsupply@yahoo.com | 217-455-3248 | 1733 Hwy 24, Coatsburg IL |
| 7/5/2018 9:35 | Joe Darlington | Burns & McDonnell | jdarlington@burnsmcd.com | 630-724-3809 | 200 W Adams St, Chicago IL |
| 7/5/2018 8:32 | Michael Ricketson | WSG & Solutions, Inc | michael.ricketson@wsgandsolutions.com | 267-638-3022 | 160 Commerce Dr, Montgomeryville PA |
| 7/9/2018 17:53 | Garrett Mercer | Mercer Technologies Firm | mercertechnologiesfirm@gmail.com | 219-885-9811 | 1501 E 15th Ave #115, Gary IN |
| 7/10/2018 4:28 | Bidclerk | National Information Technology | iyoti@vendr.com | 800-746-9544 | 4622 Cedar Ave, Wilmington AL |
| 7/12/2018 10:12 | Diana Mewmaw | Walker Process Equipment | dmewmaw@walker-process.com | 630-892-7921 | 840 N Russell Ave, Aurora IL |
| 7/12/2018 8:26 | Construct Connect | ConstructConnect | content@constructconnect.com | 800-364-2059 | 3825 Edwards Rd, Ste 800, Cincinnati OH |
| 7/12/2018 13:32 | Ken McVicker | E&I Corp, Division of McNish Corp | kmcvicker@eandicorp.com | 614-423-3519 | 214 Hoff Rd Ste M, Westerville OH |
| 7/13/2018 7:55 | Eric Diaz | E&I Corp | ediaz@eandicorp.com | 614-423-3518 | 214 Hoff Rd Ste M, Westerville OH |
| 7/19/2018 20:07 | Bob Starr | Ray Lindsey Company | bstarr@raylindsey.com | 314-808-1116 | PO Box 958, St Charles MO |

NOTICE OF REQUEST FOR PROPOSAL

VRNTL 18-R-02

Village of Rantoul, Illinois

GRIT MACHINE

The Village of Rantoul, Illinois is requesting proposals from prospective vendors to replace the Grit Machine at the Waste Water Treatment Plant.

Any Proposal shall be submitted no later than 3:00 P.M. Wednesday July 25, 2018, (the “**Due Date**”). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals submitted by mail should be identified on the outside of the envelope as a Proposal for **RFP VRNTL 18-R-02 Grit Machine** and should be addressed to: Village of Rantoul, Comptroller, 333 S Tanner St. Rantoul, IL 61866. Proposals will be opened immediately after the closing time in the Municipal Conference Room located 333 S Tanner St, Rantoul, Illinois. Additional information concerning this RFP can be found at:

<http://www.myrantoul.com/Bids.aspx>

All questions about the process and procedure may be directed to Pat Chamberlin by e-mail at pchamberlin@myrantoul.com. All questions related to the substance of the RFP shall be submitted to Jake McCoy (jmccoy@myrantoul.com) in writing (either by e-mail or U.S. Mail). All such substantive questions shall be answered by email to all recipients of the RFP.

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

Pat Chamberlin
Comptroller

Date:
July 5, 2018

**.REQUEST FOR PROPOSAL FOR GRIT MACHINE
VRNTL 18-R-02**

Instructions

1. Requesting Entity.

This Request For Proposal (this “**RFP**”) is made by the Village of Rantoul, Champaign County, Illinois, having its principal office located in the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866. All questions related to the substance of the RFP shall be submitted to Jake McCoy (jmccoy@myrantoul.com) in writing (either by e-mail or U.S. Mail).

2. Standard Terminology.

For convenience of reference, the words, terms and phrases defined below and elsewhere in this RFP shall have the meanings respectively ascribed to them for all purposes of this RFP, including as follows:

“**Village**” means the Village of Rantoul, Champaign County, Illinois.

“**Vendor**” means the prospective vendor, which includes any subcontractor, consultant, firm, offeror or proposer who submits a proposal in connection with this RFP.

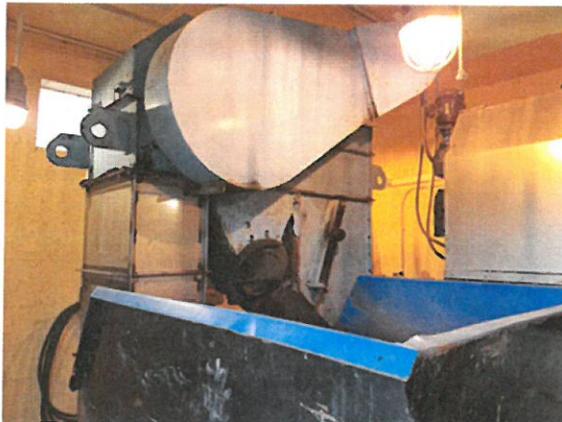
“**Equipment**” means Grit Machine screening.

3. Purpose of Request.

The Village has determined to replace the Grit Machine which removes objects such as rags, paper, plastics, and metals to prevent damage and clogging of downstream equipment, piping, and appurtenances at the Waste Water Treatment Plant. This shall include all labor, materials, and the installation of a fully operational stainless steel bucket Grit Machine.

4. Specifications.

The grit machine was placed in service in 1987.



- 1) Labor and material to fabricate stainless steel bucket grit housing assembly to match existing housing including:
 - a. (2) take-up bearing assemblies
 - b. (1) stainless steel take-up shaft
 - c. (1) stainless steel drive shaft
 - d. (2) pillow block bearings for drive shaft
 - e. (4) grit chain sprockets
- 2) Housing to be assembled prior to installation.
- 3) Labor and material to remove existing bucket grit housing and replace it with prefabricated stainless steel housing.
- 4) Existing long and short legs, drive motor, drive sprocket, chain, and chain guard to be reused.
- 5) The existing equipment can only be down for 24 hours. The vendor must request in writing for additional downtime with approval from the Wastewater Plant Chief.
- 6) The Village will be responsible for removal and installation of all electrical.

5. **Proposal.**

All proposals must be accompanied by Warranties, parts manual, service manuals, operators manual and any other pertinent product literature. Proposals must be submitted in conformity with, be based upon, and be subject in all respects to all the terms, conditions and obligations of the proposed Contract Documents. The Village reserves the right to waive minor defects or variations from the exact requirements of this RFP. If insufficient information is submitted by any Vendor to properly evaluate any proposal submitted, the Village further reserves the right to request such additional information as it may deem necessary.

6. **Number of Proposal to Submit.**

Provide at least three (3) copies of the Proposal along with three (3) copies of additional documentation, if any. The original, together with each copy of such Proposal, shall be securely bound and submitted together as a package in a sealed envelope clearly identified on the outside of such envelope with the words "**Proposal For RFP VRNTL-18-R-02 Grit Machine.**" Each such submittal shall show the name, address, telephone and telefax numbers and e-mail address of the Vendor submitting the proposal.

7. **Closing Date.**

Any Proposal shall be submitted no later than 2:00 P.M. Wednesday July 25th, 2018, (the "**Due Date**"). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals will be opened immediately after the closing time, in the Conference room of the Municipal building located at 333 S. Tanner St., Rantoul, IL 61866.

8. Place of Submission.

All proposals shall be submitted to the Village of Rantoul, Office of the Comptroller, 333 S. Tanner St. Rantoul, Illinois 61866.

9. Proposal Guarantee.

Any Proposal submitted in response to this RFP shall be irrevocable for a period of sixty (60) days from and after the Due Date of this RFP and may not be withdrawn by any Vendor during such period. After such period of sixty (60) days, the proposal may be withdrawn by any Vendor at such Vendor's request if such Vendor's proposal has not been selected prior to any such request to withdraw.

10. Evaluation Criteria.

An award shall be made to the Proposer/Vendor providing the most responsible submittal as determined in the sole discretion of the Village. In making this determination the Village may consider the following as well as other relevant criteria:

- (A) The ability, capacity and skill of the Vendor to undertake the Work required;
- (B) The capacity of the Vendor to perform the Work promptly or within the time specified, without delay or interference;
- (C) The character, integrity, reputation, judgment, experience and efficiency of the Vendor including, but not limited to, past performance defaults; whether or not such defaults were with the Village; competency; or failure to pay or satisfactorily settle all claims due for labor and material;
- (D) The quality of performance by the Vendor on any previous work;
- (E) The previous and existing compliance by the Vendor with laws and ordinances relating to any previous work;
- (F) The sufficiency of the financial resources and financial ability of the Vendor to undertake the Work;
- (G) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or the particular use required in connection with the Work;
- (H) The ability of the Vendor to perform any future maintenance, service or work for the use of the Project, including guarantees;
- (I) The number and scope of any conditions made a part of the proposal by the Vendor;
- (J) The Vendor's record of payments for taxes, licenses or other monies due the Village; and

(K) Whether the Vendor is a Local Vendor (i.e., a vendor having a place of business which employs at least one (1) permanent employee at a location determined in the following order of priority: (a) the Village; (b) Champaign County; or (c) the State of Illinois) and entitled to preference as set forth below. For any bid of five thousand dollars (\$5,000.00) or more, the Local Vendor determined to have the highest priority among other Local Vendors, if any, shall have preference and shall be considered to be the lowest responsible bidder if each of the following conditions are met: (i) any such Local Vendor is a responsible bidder; and (ii) the bid of any such Local Vendor is not greater than the lowest bid submitted by a responsible bidder by more than two percent (2%) or two thousand dollars (\$2,000.00), whichever is less. This local Vendor preference shall not be applicable, however, if any federal or state funding source prohibits any such application in connection with any such Work under any applicable law, rule or regulation.

In connection with any such evaluation by the Village, any Vendor may be invited to submit more detailed information, to make oral presentations, or both. The Village may make any reasonable investigation deemed necessary and proper to determine the ability of the Vendor to perform the Work, and the Vendor shall furnish to the Village all information for this purpose that may be reasonably requested. The Village reserves the right to accept or to reject any or all Proposals, or any part thereof, received from any Vendor in connections with this RFP for any reason.

11. Taxes

The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

12. Acceptance of Proposal.

The contents of the proposal or such parts thereof as may be accepted by the Village will become a contractual obligation of the Vendor and may be incorporated into the final Contract Documents, at the discretion of the Village. It is anticipated formal approval by the Village of Rantoul Board of Trustees will occur on August 14, 2018.

RFP VRNTL 18-R-02

Grit Machine

Prepared and Requested By:

Village of Rantoul

Public Works Director

200 W. Grove Avenue

Rantoul, IL 61866

DATE: July 5, 2018

NOTICE OF REQUEST FOR PROPOSAL

VRNTL 18-R-02

Village of Rantoul, Illinois

GRIT MACHINE

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Any Proposal shall be submitted no later than 3:00 P.M. Wednesday July 25, 2018, (the **“Due Date”**). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals submitted by mail should be identified on the outside of the envelope as a Proposal for **RFP VRNTL 18-R-02 Grit Machine** and should be addressed to: Village of Rantoul, Comptroller, 333 S Tanner St. Rantoul, IL 61866. Proposals will be opened immediately after the closing time in the Municipal Conference Room located 333 S Tanner St, Rantoul, Illinois. Additional information concerning this RFP can be found at:

<http://www.myrantoul.com/Bids.aspx>

All questions about the process and procedure may be directed to Pat Chamberlin by e-mail at pchamberlin@myrantoul.com. All questions related to the substance of the RFP shall be submitted to Jake McCoy (jmccoy@myrantoul.com) in writing (either by e-mail or U.S. Mail). All such substantive questions shall be answered by email to all recipients of the RFP.

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

Pat Chamberlin
Comptroller

Date:
July 5, 2018

VILLAGE OF RANTOUL PROPOSAL TAB FOR GRIT MACHINE

PROPOSAL OPENING TABULATION SUMMARY

PROJECT: GRIT MACHINE

SOLICITATION: # VRNTL 18-R-02

DUE DATE: 2:00 PM July 25, 2018

| VENDOR | PURCHASE AMOUNT |
|---------------|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |



We Build Solutions

Paul's Machine & Welding Corp.
650 N. Sycamore St., Villa Grove, IL 61956
United States

OFFICE 800.642.2541 FAX 217.832.3311
PAULSMACHINE.COM

Quote Number: 38615

Quote

Page: 1 of 4

Quote To:
 Steve Post
 Rantoul, Village of
 PO Box 38
 Rantoul IL 61866

Phone: (217) 892-2762

Date: 7/23/2018
Expires: 8/22/2018

Terms: Net 30 Days

Ship Via: Paul's Install

Sales Person: Daniel L Garman

daniel.garman@paulsmachine.com

| Line | Part Number | Description | Rev | Drawing |
|------|-------------|-------------|-----|---------|
|------|-------------|-------------|-----|---------|

| | | | | |
|---|-------------|---------------------------------|--|--|
| 1 | RANTV208433 | COLLECTION HOUSING, BUCKET GRIT | | |
|---|-------------|---------------------------------|--|--|

Labor and material to fabricate stainless steel bucket grit housing to replace existing housing. Pricing includes chute.

Housing to match existing housing with the exception of a hinged door on the back side.

Pricing will include:

- (2) New take-up bearing assemblies
- (1) Stainless steel Take-up shaft
- (1) Stainless steel Drive shaft
- (2) Pillow Block Bearings for Drive shaft
- (4) Grit Chain Sprockets

Housing to be assembled by PMW prior to installation

See line 2 for installation.

| Quantity | Unit Price | Net Price |
|----------|-------------|-------------|
| 1.00 | \$45,890.00 | \$45,890.00 |

| Line | Part Number | Description | Rev | Drawing |
|------|-------------|-------------|-----|---------|
|------|-------------|-------------|-----|---------|

| | | | | |
|---|---------------------|---|--|--|
| 2 | RANTV208433-INSTALL | INSTALLATION, HOUSING COLLECTION, BUCKET GRIT | | |
|---|---------------------|---|--|--|

Labor and material to remove existing bucket grit collection housing and replace with new stainless steel collection housing listed on line 1.

Existing long and short legs, drive motor, drive sprocket, chain, and chain guard to be reused.

Customer is responsible for removal and installation of all electrical.

Includes Millwright labor and fork truck.

| Quantity | Unit Price | Net Price |
|----------|------------|------------|
| 1.00 | \$6,715.00 | \$6,715.00 |

| | | |
|--------------------------|--|------------------|
| Total Quote Value | | 52,605.00 |
|--------------------------|--|------------------|

Let us contribute to your success. May we have your order?

THIS QUOTATION IS MADE FOR IMMEDIATE ACCEPTANCE WITH THE FOLLOWING QUALIFICATIONS:

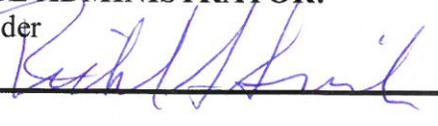
See Paul's Machine & Welding Corp. STANDARD TERMS AND CONDITIONS OF SALE

- All unspecified dimensions and tolerances will be held to standard manufacturing practices. Your latest revised specifications should accompany each order.
- Paul's assumes no responsibility for infringement of patents on parts made to customer's specifications.
- New Customer Terms: Payment terms are cash on delivery until approved credit is established.

Daniel L Garman

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| | | |
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| AGENDA ITEM | PAGE | OF |
|--------------------|-------------|-----------|

| | |
|---|---|
| ITEM: Authorize a License Agreement with Lexycan LLC for parking at 730 Enterprise Drive | DEPARTMENT: Public Works |
| AGENDA SECTION: | AMOUNT: N/A |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 31, 2018 |
| <p>SUMMARY HIGHLIGHTS: This Agenda item provides for a License Agreement with Lexycan LLC. (Angel Smiles Dental Center) for their use of certain right-of-way at 730 Enterprise Drive for vehicle parking. The property owner had approached the Village regarding reconstructing and expanding their existing parking area on the west side of their building along Christie Drive. A portion of the parking area already falls within the village right-of-way and this agreement will incorporate the existing parking on both the east & west sides of the building into the agreement. The owner will be responsible for installing, constructing, operating and maintaining the parking area going forward.</p> | |
| RECOMMENDED ACTION: Authorize the approval of the License Agreement with Lexycan LLC. for their use of certain right-of-way at 730 Enterprise Drive for parking. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jake McCoy, P.E.  | VILLAGE ADMINISTRATOR: Rick Snider  |
| AGENDA PAGE NUMBER: | |

Village of Rantoul

Exhibit 1

730 Enterprise Drive
Taxpayer: LEXYCAN LLC
Pin: 20-09-03-475-006

-  Proposed Parking
-  Angel Smiles Parking
-  ROW

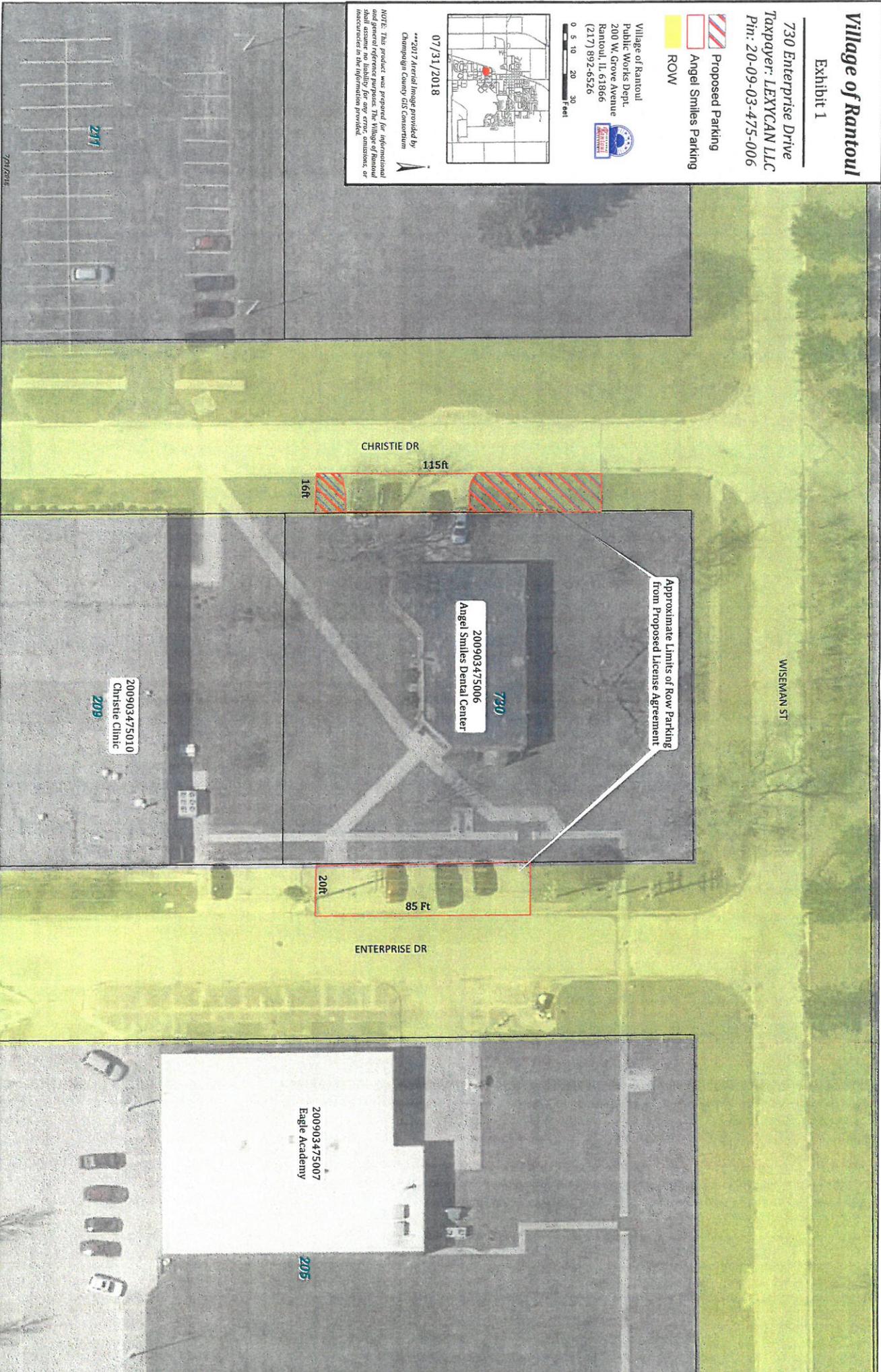
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



07/31/2018

***2017 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.



2/1/2018

**LICENSE AGREEMENT FOR THE OCCUPANCY,
MAINTENANCE AND USE OF CERTAIN RIGHT-OF-WAY**

BY AND BETWEEN THE

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
as Licensor**

AND

**LEXYCAN LLC,
as Licensee**

DATED AS OF AUGUST 1, 2018

This Instrument was prepared by:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street
P.O. Box 737
Champaign, IL 61820
(217) 359-6494**

**LICENSE AGREEMENT FOR THE OCCUPANCY,
MAINTENANCE AND USE OF CERTAIN RIGHT-OF-WAY**

THIS LICENSE AGREEMENT, including any Exhibit and Addendum hereto as set forth in Section 1 of this instrument (collectively, this **“License”**), is made and entered into as of August 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as the Licensor (the **“Village”**), and Lexycan LLC, an Illinois limited liability company as the Licensee (the **“Licensee”**).

WITNESSETH:

RECITALS:

The Village holds a fee simple interest or a dedication for street purposes in certain right-of-way commonly known as Enterprise Drive (the **“Right-of-Way”**), or such Right-of-Way is a platted street.

The Licensee desires to occupy, maintain and use a part of the Right-of-Way (as more particularly described in Section 1 of this License, the **“Licensed Area”**) under such terms and conditions as are set forth in this License.

NOW, THEREFORE, for and in consideration of the covenants and agreements on the part of the Licensee to be kept and performed, the Village hereby grants to the Licensee a license to occupy, maintain and use the Licensed Area for the sole purpose of the Permitted Use (as defined in Section 1 of this License) during the **“Term”** (as defined in Section 1 of this License), unless sooner terminated under other terms and provisions contained in this License, subject, however, to an express reservation by the Village of such rights and easements in, on, under and over such Licensed Area as may be necessary or desirable to construct, install, maintain, renew or reconstruct any public utility.

Section 1. General Definitions; Variable Terms. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Recitals hereto and otherwise herein shall have the same meanings for all purposes of this License. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be. Certain further terms for all purposes of this License are defined as follows:

“Licensed Area” means that part of the Right-of-Way, the boundaries and location of which are shown on Exhibit 1, the exact location of which shall be determined under the direction of the Director of Public Works of the Village upon the construction and installation of the Permitted Use, such exact location to be subsequently documented by Licensee, signed by each of the parties and attached to this License Agreement as Exhibit 1A.

“Term” means from August 1, 2018 to July 31, 2028, unless sooner terminated in accordance with Section 5 of this License.

“Permitted Use” means the construction and installation of a motor vehicle parking area in accordance with such plans and specifications therefore as may be approved by the Director of Public Works of the Village, together with the maintenance, repair and regulation thereof.

“Public Liability Insurance Amounts” means not less than \$2,000,000 for bodily injury or death to any number of persons in any one accident and not less than \$2,000,000 for property damage.

Exhibit 1. Outline Showing the Boundaries and Location of the Licensed Area

Section 2. Condition of Licensed Area. The License acknowledges having inspected and knowing the condition and state of repair of the Licensed Area. It is expressly understood and agreed by and between the Village and the Licensee that the Licensed Area is provided by the Village to the Licensee in an **“as is”**, **“where is”** condition without any representation or warranty by the Village concerning its condition. The Licensee acknowledges that the Village has made no representation or warranty concerning the condition and state of repair of the Licensed Area, nor any agreement or promise to alter, improve, adapt or repair the Licensed Area unless the same is otherwise expressly stated herein or made a part hereof.

Section 3. Terms and Conditions.

A. **Conduct and Use.** The Licensee shall use the Licensed Area only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose. Licensee may not change Licensee’s Permitted Use of the Licensed Area without the Village’s prior written consent. In connection with any substance, material, waste, pollutant or contaminant, in solid, liquid or gaseous form, including, without limitation, radioactive substances, radon, asbestos, urea formaldehyde, polychlorinated biphenyls, natural or synthetic gas or mixtures thereof, and petroleum or petroleum products (including crude oil and any fractions thereof), or every such thing classified or regulated as **“hazardous”**, **“toxic”** or **“dangerous”** under any federal, state or local law, (collectively, a **“Hazardous Material”**), Licensee shall not possess, use, handle, release, dispose of or otherwise engage in any activity involving any Hazardous Material (collectively, a **“Hazardous Material Activity”**) on or within the Licensed Area except in the ordinary course of its Permitted Use and in de minimus amounts without the prior written consent of the Village. Licensee shall remove any such Hazardous Material and any related equipment or containers used by the Licensee in connection therewith from the Licensed Area at Licensee’s sole cost and expense on or before the expiration or earlier termination of this License.

B. **Compliance with Applicable Laws.** Licensee covenants and agrees that its occupancy, maintenance and use of the Licensed Area and in the prosecution or conduct of the Permitted Use therein, the Licensee shall comply with all material requirements of all applicable laws, ordinances, orders, regulations and standards of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety and health, to Hazardous Material and to the proper undertaking of any Hazardous Material Activity. Licensee covenants that it will not use or permit to be used any part of the Licensed Area for any dangerous, noxious, or offensive trade or business and will not cause or maintain any nuisance in, at, or on the Licensed Area. The Licensee shall be solely responsible for obtaining at the Licensee’s sole cost and expense any and all licenses and permits required for its Permitted Use under this License.

C. Access. The Village together with any of its officers, employees, agents and contractors, may enter upon the Licensed Area at any time for any purpose, including but not limited to the purpose of inspection and of any exercise of its reserved rights and easements to construct, install, maintain, renew or reconstruct any public utility. In the event that any improvement or appurtenance of the Licensee is disturbed or damaged by the Village or any of its contractors, agents or employees in connection with the rights and easements reserved unto the Village under this License, the Village shall promptly restore any improvement or appurtenance of the Licensee which was so disturbed or damaged to, as nearly as practicable, its former condition, or shall pay to the Licensee the actual damages to any such improvement or appurtenance.

D. Maintenance and Surrender of Licensed Area. The Licensee shall, at its own cost and expense, maintain the parking area in good condition and repair and shall keep the Licensed Area in sanitary, clean and neat order and, if to the extent required by the Licensee, free from ice and snow. At the expiration or earlier termination of this License, the Licensee shall surrender the Licensed Area in the same condition as that existing as of the commencement of its first use by Licensee, reasonable wear and tear excepted. Except as otherwise provided in connection with its Permitted Use, the Licensee shall make no other alterations, improvements or other changes to the Licensed Area or any part thereof without the prior written consent of the Village.

Section 4. Liability, Indemnification and Insurance.

A. Liability and Indemnification.

(i) Except as otherwise provided in Section 3.C above, the Village shall not be responsible for any loss of or damages to the property of the Licensee, or for damages to the property or injuries to or death of any person of the Licensee's officers, agents, or employees, or others who may be on the Licensed Area at its invitation or the invitation of any one of them, which may arise from or be attributable or incident to the condition or state of repair of the Licensed Area, including latent or patent defects therein.

(ii) To the fullest extent permitted by law, the Licensee agrees to assume all risks of loss of or damage to property, including the Licensed Area, and injury to or death of persons by reason of or incident to the possession and/or use of the Licensed Area by Licensee, or any of the activities conducted by Licensee under this License. Except as otherwise provided in Section 3.C above in connection with the Village's reserved rights and easements, the Licensee expressly waives all claims against the Village for any such loss, damage, personal injury or death caused by or occurring as a consequence of the occupancy, maintenance or use of the Licensed Area by Licensee or the conduct of activities or the performance of responsibilities by Licensee under this License. To the fullest extent permitted by law, the Licensee further agrees to indemnify, save, hold harmless, and defend the Village, its respective officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of any act, omission or negligence of Licensee or any occupant, visitor or user of any portion of the Licensed Area. The agreements contained in the preceding sentence do not extend to claims for damages caused solely by the exercise by the

Village of any of its reserved rights and easements under this License or by any negligence or willful misconduct of the Village, its officers, agents, employees or contractors.

(iii) To the fullest extent permitted by law, the Licensee shall indemnify, hold harmless and hereby waives any claim for contribution against the Village, its respective officers, agents and employees, for any damages, expenses, liabilities, fines, costs, attorneys' fees or penalties resulting from any Hazardous Material Activity or any other acts or omissions of the Licensee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility, of the Village, under any applicable federal, state or local environmental laws in connection with the Licensee's occupation, maintenance or use of the Licensed Area under this License. The provisions of this Section 4.B.(iii) shall survive the expiration or earlier termination of this License and the Licensee's obligations hereunder shall apply whenever the Village incurs any cost or liability for any of the Licensee's Hazardous Material Activity or other acts or omissions of the types described in this Section 4.A.(iii).

B. Insurance Required of Licensee. During the entire period that this License shall be in effect, the Licensee, at its sole cost and expense, shall carry and maintain comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with the Licensee's construction, installation, occupancy, maintenance and use of the Licensed Area, including any improvements therein, to provide protection as of the commencement of the Term of this License and at all times during the period that this License shall be in effect, with limits of liability in amounts not less than the respective Public Liability Insurance Amounts as specified in Section 1 of this License. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on the Licensed Area at the invitation of the Licensee, or involving any owned, hired and nonowned automotive or other motor vehicle equipment in connection with any of the Licensee's activities under this License.

C. Policy Provisions. All insurance which this License requires the Licensee to carry and maintain or cause to be carried or maintained in Section 4.B above shall be in such form, for such period of time, and with such insurers having a Best rating of "A" or better and licensed to do business in the State of Illinois as the Village shall approve. All policies or certificates issued by any insurer of the comprehensive general liability insurance specified in Section 4.B will name the Village as additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of the Licensee, the Village or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof, provide that the insurer shall have no right of subrogation against the Village, and be reasonably satisfactory to the Village in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which the Licensee may have against the Village.

D. Delivery of Policies. The Licensee shall deliver or cause to be delivered to the Village on or before the commencement of the Term of this License certificates or policies of insurance evidencing the insurance required by Section 4.B of this License.

Section 5. Termination; Violations.

A. The Village reserves the right to terminate this License at any time upon not less than 180 days written notice of such termination given by the Village to the Licensee in the event that the Village, in its sole discretion, determines that the Licensed Area is needed or required for any public purpose.

B. In addition to the right of the Village to terminate this License as provided for in this Section 5.A above, the Village may also terminate this License and repossess the Licensed Area in the event any of the terms, covenants and conditions of this License have been violated by the Licensee, and all the rights of the Licensee hereunder shall terminate immediately upon the date or time specified in any written notice of such termination given by the Village to the Licensee. In the event of any such termination, the Licensee shall surrender possession of and vacate the Licensed Area immediately and deliver possession thereof to the Village. The Licensee further agrees to pay to the Village upon demand all of the Village's costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by the Village, paid or incurred by the Village in terminating this License prior to the expiration of its Term or in otherwise enforcing any of the Licensee's obligations under this License. No waiver by the Village of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Licensee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Licensee. The right of the Village to terminate this License as provided for herein shall not be deemed to be exclusive of any other right or remedy as may be conferred by law, including specific performance or any other equitable action.

Section 6. Assignment. The Licensee shall not assign this License or any right or interest of the Licensee therein, in whole or in part, without the prior written consent of the Village.

Section 7. Notices. Any notice or communication to be made or given by the Village to the Licensee under this License shall be deemed sufficiently made or given if the same be in writing and sent: (i) by first class mail, postage prepaid; (ii) by courier for next day delivery; or (iii) personally delivered, in each case to the address (or such other address as each such party shall hereafter designate by notice to the other) as follows:

If to the Village: Village of Rantoul
Municipal Building
333 South Tanner Street
Rantoul, IL 61866
Attn: Village President
Tel: (217) 893-1661

If to the Licensee: Lexycan LLC
730 Enterprise Drive
Rantoul, IL 61866
Attn: Dr. Lu Ye
Tel: (217) 892-8866

The time of making or giving any such notice or communication shall be deemed to be the time when the same is mailed, deposited with a courier or personally delivered as herein provided.

Section 8. Entire Agreement. This License constitutes the entire agreement of the Village and the Licensee on the subject matter hereof and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the Village and the Licensee and attached hereto. The Licensee represents, warrants, covenants and agrees that no representations or warranties shall be binding upon the Village unless expressed in writing herein.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this License to be executed by proper officers duly authorized to execute the same as of the Date of License set forth herein.

LICENSOR:

THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By: _____
Charles Smith
Village President

LICENSEE:

LEXYCAN LLC

By: _____
Lu Ye
Its Manager

ATTEST:

Michael Graham
Village Clerk

By: _____
Yudong Xu
Its Manager

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS.

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **MICHAEL GRAHAM**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this ____ day of _____, 2018.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **LU YE** and **YUDONG XU**, personally known to me to be the Managers of the limited liability company who is the Licensee, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Managers of said limited liability company, they signed and delivered the said instrument of writing as the Managers of said limited liability company, pursuant to authority given by the Managers of said limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ____ day of _____, 2016.

Notary Public

Exhibit 1

Outline Showing the Boundaries and Location of the Licensed Area

RESOLUTION NO. 8-18-1259

**A RESOLUTION
AUTHORIZING AND APPROVING A LICENSE AGREEMENT
BETWEEN LEXYCAN LLC AND THE VILLAGE OF RANTOUL**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain License Agreement for the Occupancy, Maintenance and Use of Certain Right-of-Way (the **“Agreement”**) by and between the Village and Lexycan LLC, an Illinois limited liability company (the **“Licensee”**) in connection with the use of certain right-of-way to construct, install, operate and maintain a parking area at 730 Enterprise Drive within the Village.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement by and between the Village and the Licensee, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This Resolution 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 regular meeting held on the date set forth below.

PASSED this 14th day of August, 2018.

Village Clerk

APPROVED this 14th day of August, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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| AGENDA ITEM | PAGE ____ OF ____ |
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| | |
|--|---|
| ITEM: Develop an Agreement with the University of Illinois to remove 1608 Titan Drive (Building #922) for the placement of a Wind Study Tower | DEPARTMENT: Public Works - Airport |
| AGENDA SECTION: | AMOUNT: \$0 |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 30, 2018 |
| SUMMARY HIGHLIGHTS: <p>This Agenda item provides for the development of an agreement with the University of Illinois for the removal of the building at 1608 Titan Drive (Building #922) to allow for the installation of a wind study tower. This dilapidated structure is located south of the main Advanced Transportation Research and Engineering Laboratory (ATREL) / Illinois Center for Transportation (ICT) facility and has been identified as the optimum location for a wind study tower. The University has proposed to provide for the demolition and the costs associated with the building removal and site preparation.</p> <p>This building is under the master lease agreement with the United States Air Force and is within the boundaries of the next Economic Development Conveyance property transfer. The building was an approximately 6,800 square foot brick building which has been vacant for some time. This structure is in very poor condition with a collapsed roof and has been identified for eventual demolition.</p> <p>The Village Attorney and Staff will work with the University to draft an agreement which will allow the University to proceed with demolishing Building #922 and constructing a wind study tower on the site. Public Works staff will also coordinate with the Federal Aviation Administration (FAA) to perform an airspace study given the vicinity to the airport.</p> | |
| RECOMMENDED ACTION: Authorize the development of an agreement with the University of Illinois for the removal of the building at 1608 Titan Drive (Building #922) to allow for the installation of a University wind study tower. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences  | VILLAGE ADMINISTRATOR: Rick Snider  |
| AGENDA PAGE NUMBER: | |



Village of Rantoul Building 922 Demolition

- Building to be Demolished
- Chanute Buildings
- Parcel E

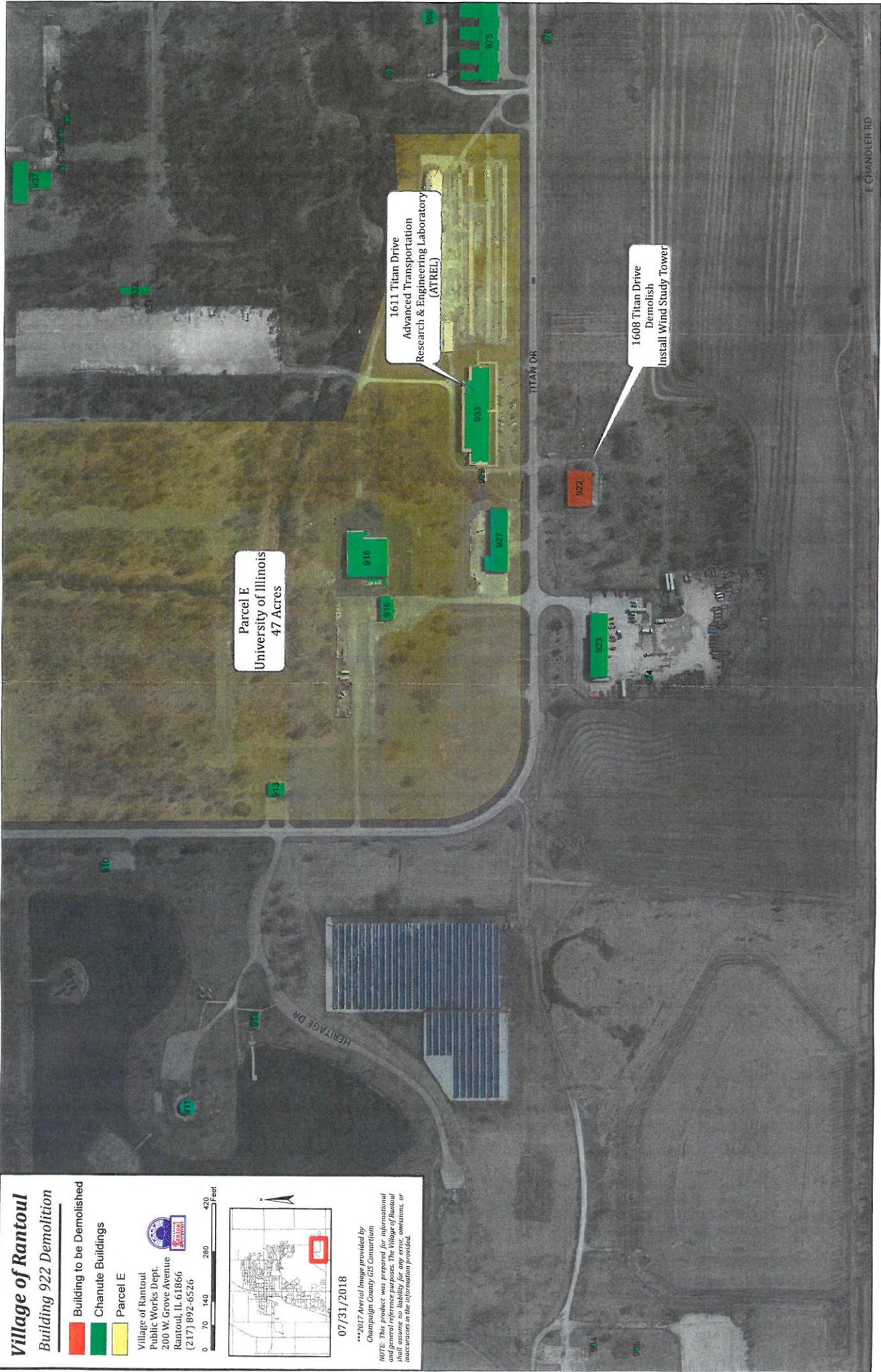
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



07/31/2018

***2017 Aerial Image provided by
Champaign county GIS Consortium

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



Parcel E
University of Illinois
47 Acres

1611 Titan Drive
Advanced Transportation
Research & Engineering Laboratory
(ATREL)

1608 Titan Drive
Demolish
Install Wind Study Tower

F. CHANDLER RD

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| | |
|--|---|
| ITEM: Village acceptance of the deeds for Parcels A1b-4; A1b-5; A1b-7, A2c-7 and A2e-3. | DEPARTMENT: Public Works Airport/EDC |
| AGENDA SECTION: | AMOUNT: \$10.00 |
| ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 30, 2018 |

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the formal acceptance of the deeds for Parcels: A1b-4; A1b-5; A1b-7, A2c-7 and A2e-3 from the United States Air Force. These deeds reflect the following properties or areas within the airport boundaries:

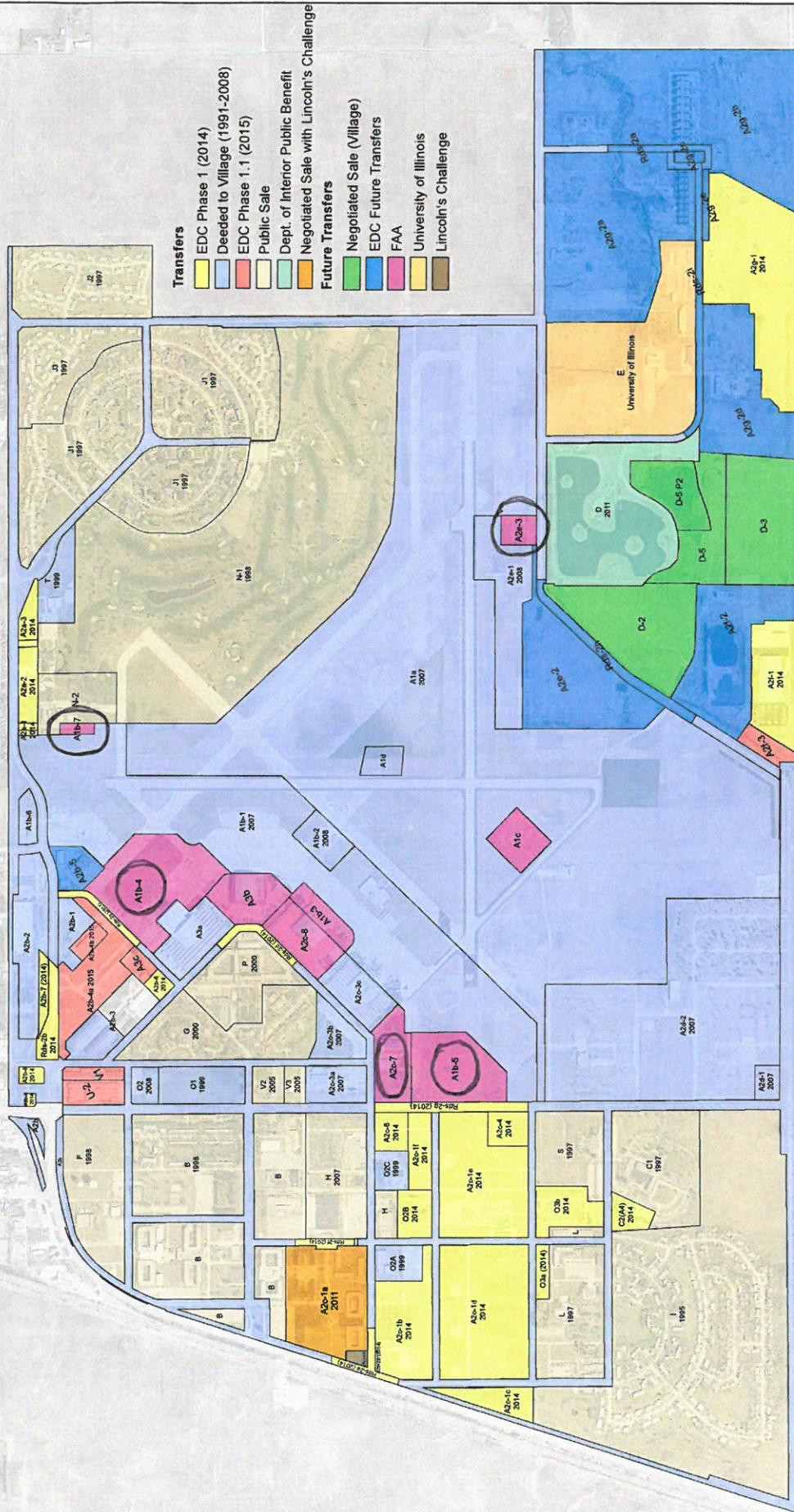
- A1b-4 is 735 Pacesetter (Hangar 1’s east-side pavement and open grass areas - 21.773 acres, more or less.)
- A1b-5 is within the airport boundaries and located at the west end of Runway 9/27 (14.971 acres, more or less.)
- A1b-7 is within the airport boundaries and located at the south end of McChord (0.951 acres, more or less.)
- A2c-7 is within the airport boundaries and located at 320 E Flessner & 402 E Flessner (T-Hangar area - 6.375 acres, more or less.)
- A2e-3 is within the airport boundaries and located along S. Perimeter Road & west of Titan Street (2.169 acres, more or less.)

Parcel A1b-4 is the final component (as Parcels A1b-3; A1c; A2c-8; and A3b were accepted in June 2018) of the real estate transaction approved in March 2018 (Ordinance #2566) and amended in May 2018 (Ordinance #2570). With the Village poised to accept these deeds, the Federal Aviation Administration (FAA) release process can continue, which should allow for this pending real estate transaction to be completed.

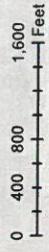
RECOMMENDED ACTION: Authorize the Village’s acceptance of the deeds for Parcels A1b-4; A1b-5; A1b-7, A2c-7 and A2e-3.

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|---|---|
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences  | VILLAGE ADMINISTRATOR: Rick Snider  |
|---|---|

Chanute Parcels



Date: 5/2/2017



Village of Rantoul
Final FAA Deed Transfer

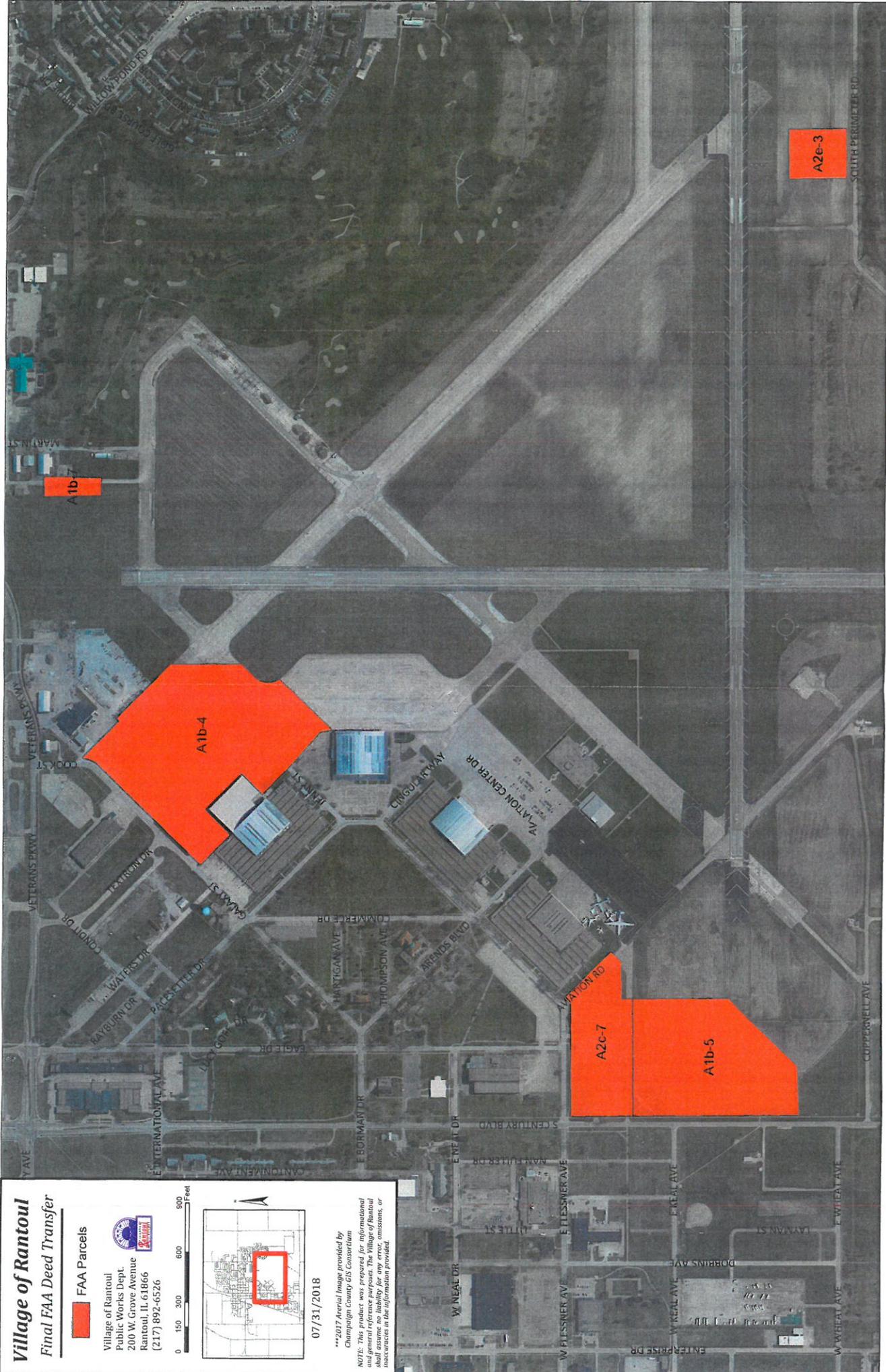


FAA Parcels
 Village of Rantoul
 Public Works Dept.
 200 W. Grove Avenue
 Rantoul, IL 61866
 (217) 892-6526



07/31/2018

***2017 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 error, omissions, or
 inaccuracies in the information provided.



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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| AGENDA ITEM | PAGE 1 OF 1 |
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| ITEM: Village acceptance of the deeds for Parcels A1b-3; A1c; A2c-8; and A3b | DEPARTMENT: Public Works Airport/EDC |
| AGENDA SECTION: | AMOUNT: \$10.00 |
| ATTACHMENTS: (X) ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS | DATE: May 30, 2018 |
| SUMMARY HIGHLIGHTS: This Agenda Item provides for the formal acceptance of the deeds for Parcels: A1b-3, A1c, A2c-8, and A3b from the United States Air Force. These deeds reflect the following properties: <ul style="list-style-type: none">• A1b-3 is 909 Pacesetter (Hangar 3's south-side/loading dock area)• A1c is the load out area for Ag Aviation (crop dusters)• A2c-8 is 909 Pacesetter (Hangar 3 structure)• A3b is 801 Pacesetter (Hangar 2 structure) Three (3) of these parcels are components of the real estate transaction approved in March 2018 (Ordinance #2566) and amended in May 2018 (Ordinance #2570). With the Village securing these deeds, the process of working with the Federal Aviation Administration (FAA) for the release of the appropriate parcels from the Airport will accelerate and will allow for the completion of this and other pending real estate transactions. (707 E Veterans Parkway (Building 718) and 1008 Aviation Road (Building 26)). | |
| RECOMMENDED ACTION: Authorize the Village's acceptance of the deeds for Parcels A1b-3; A1c; A2c-8; and A3b. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences | VILLAGE ADMINISTRATOR: Rick Snider |

ORDINANCE NO. 2570

**AN ORDINANCE
AUTHORIZING AND APPROVING A
CONTRACT FOR THE SALE OF REAL ESTATE, FIRST AMENDED
AND RESTATED OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the **"Village"**) is the owner of certain parcels of real estate commonly known as 735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive, Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference thereto (the **"Real Estate"**); and

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of a Contract For Sale of Real Estate, First Amended and Restated by and between the Village, as Seller, and John Van Der Velde, as Buyer (the **"Buyer"**), under and by which such Buyer has agreed to purchase the Real Estate for \$5,150,000.00 (the **"Contract"**), including the related Lease Agreement by and between the Village, as Lessor and the Buyer, as Lessee (the **"Lease"**) in connection with the Contract.

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

Section 1. That the Contract and the Lease, including the terms thereof as set forth in the form of such Contract and Lease as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same are hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract and the Lease and the Village Clerk is hereby authorized to attest such execution of the Contract and the Lease, with such changes and revisions in the form of such Contract and the Lease as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Contract and the Lease as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

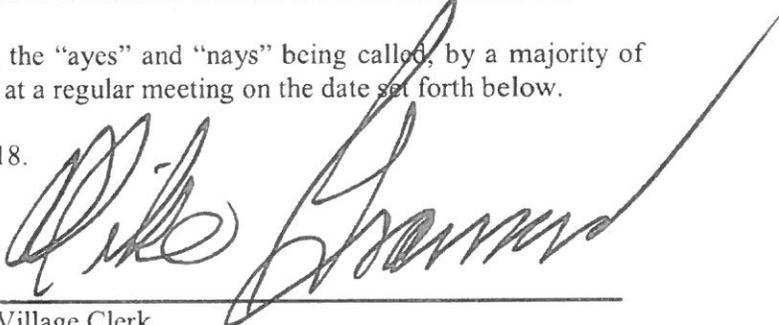
Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Contract and the Lease, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Contract and the Lease and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Contract, the Lease and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of any supplemental agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Contract and the Lease.

This Ordinance is hereby passed, the "ayes" and "nays" being called, by a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 8th day of May, 2018.



Village Clerk

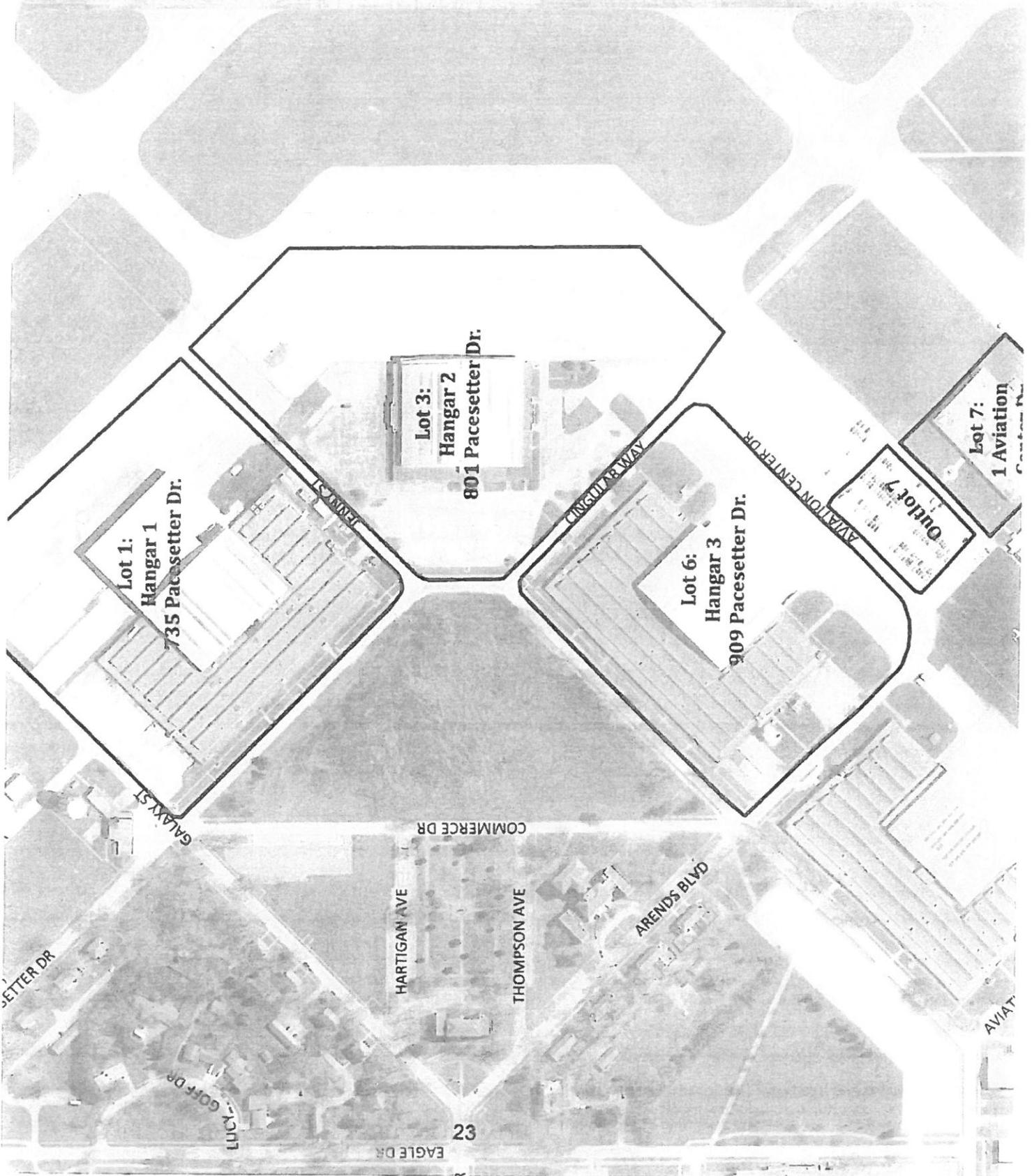
APPROVED this 8th day of May, 2018.



Village President



Exhibit A



Lot 1:
Hangar 1
735 Pacesetter Dr.

Lot 3:
Hangar 2
801 Pacesetter Dr.

Lot 6:
Hangar 3
909 Pacesetter Dr.

Lot 7:
1 Aviation

Outdoor

AVIATION CENTER

COMMERCE DR

ARENDS BLVD

HARTIGAN AVE

THOMPSON AVE

GALAXY ST

SETTER DR

LUCKY GOLF DR

EAGLE DR

23

AVIAT

ORDINANCE NO. 2566

**AN ORDINANCE
AUTHORIZING AND APPROVING A CONTRACT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(735, 801 and 909 Pacesetter Drive)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain parcels of real estate commonly known as 735, 801 and 909 Pacesetter Drive, Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference thereto (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of a Contract For Sale of Real Estate by and between the Village, as Seller, and John Van Der Velde, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$3,400,000.00 (the “**Contract**”).

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

Section 1. That the Contract, including the terms thereof as set forth in the form of such Contract as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract and the Village Clerk is hereby authorized to attest such execution of the Contract, with such changes and revisions in the form of such Contract as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Contract as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Contract, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Contract and such conveyance of the Real Estate are hereby ratified, confirmed and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Contract and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Contract.

This Ordinance is hereby passed, the "ayes" and "nays" being called, by a majority of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 13th day of March, 2018.



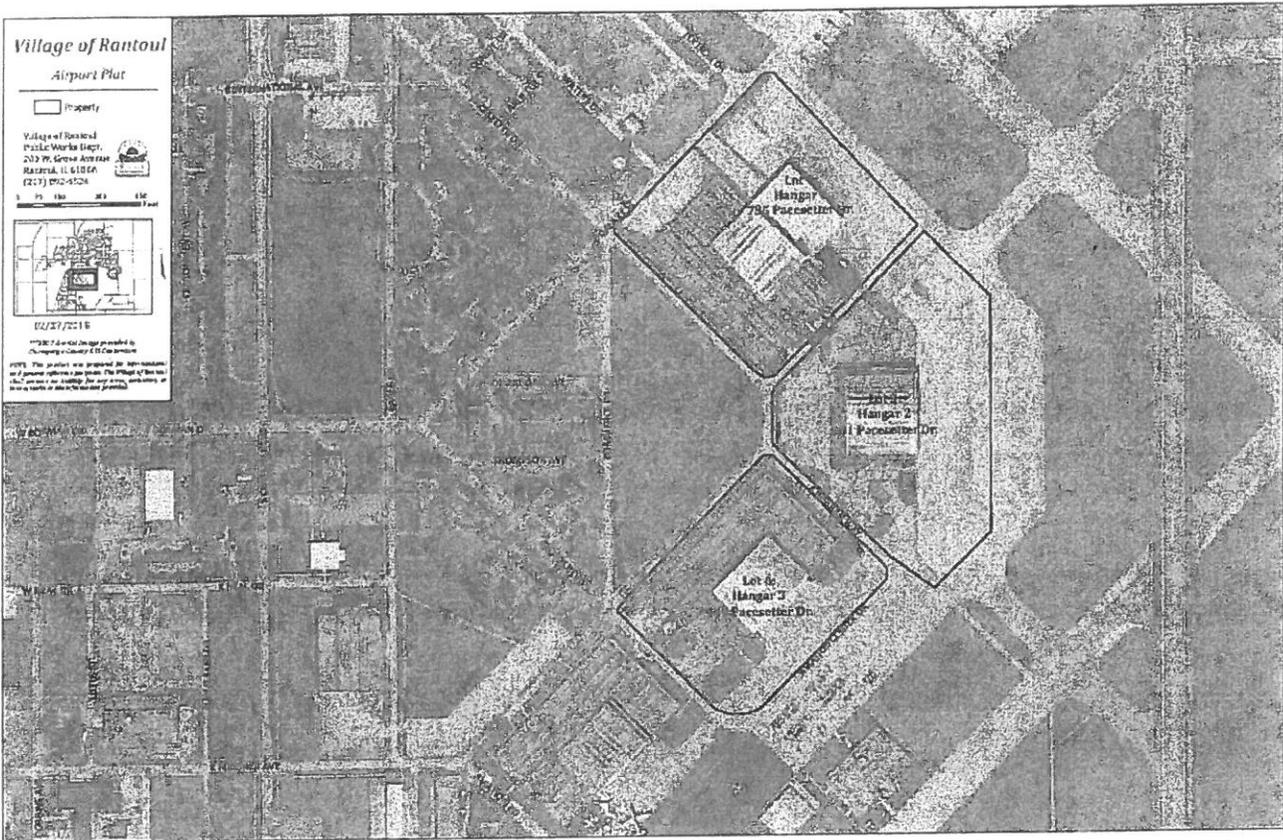
Village Clerk

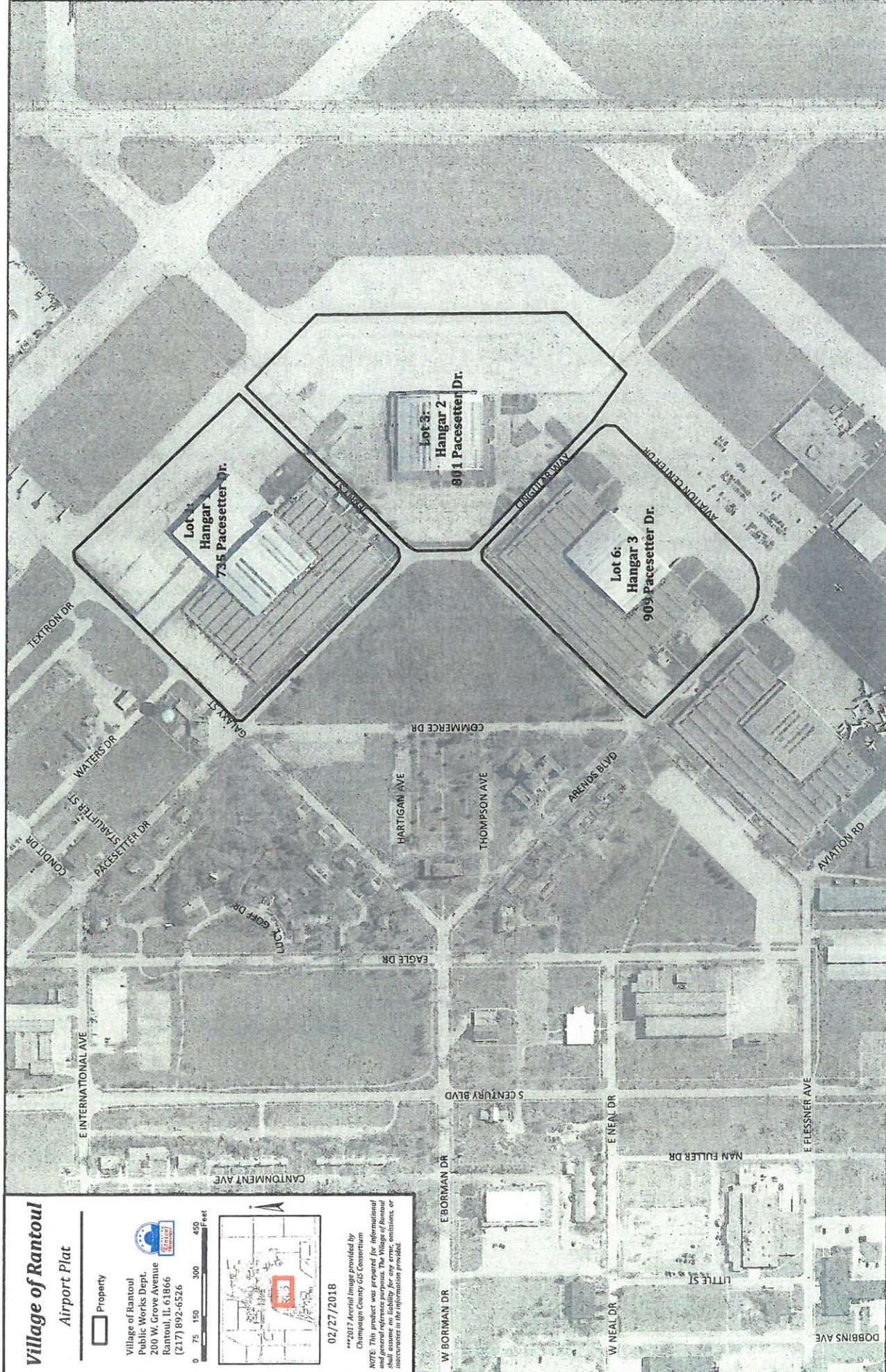
APPROVED this 13th day of March, 2018.



Village President

EXHIBIT A





Village of Rantoul
Airport Plat



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



02/27/2018

***2017 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.

After recordation please send a copy of recorded deed to:
AFCEC/CITE
2261 Hughes Avenue Suite 155
JBSA Lackland, TX 78236-9853

Space Above Reserved for Recorder's Use Only

QUITCLAIM DEED

(Parcels A1b-4, A1b-5, A1b-7, A2c-7, and A2e-3 at the Former Chanute Air Force Base,
Illinois)

I. PARTIES

THIS QUITCLAIM DEED (this "**Deed**") is made and entered into as of _____, 2018 (the "**Effective Date**"), by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "**Grantor**"), under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the VILLAGE OF RANTOUL, a municipality duly authorized and existing under the constitution and laws of the State of Illinois (the "**Grantee**"). Unless otherwise specifically stated, when used in this Deed, "Grantor" includes the assigns of the Grantor, and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release and forever quitclaim to the Grantee whose address for notice is Village of Rantoul, 333 South Tanner Street, Rantoul, Illinois, 61866, all of the right, title, interest, claim and demand that the Grantor has in and to the real property situated, lying and being in the County of Champaign, State of Illinois, consisting of 46 acres, more or less (Parcels A1b-4, A1b-5, A1b-7, A2c-7, and A2e-3), as more particularly described in **Exhibit A** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected or located thereon or in anywise appertaining thereto (together with the real property described on **Exhibit A**, the “**Property**”).

IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all equipment and other facilities associated with environmental remediation (collectively “**Remedial Systems**”), if any, owned by Grantor or its agents, whether above, on, or below the ground surface of the Property. The Remedial Systems include groundwater monitoring wells, piezometers, extraction/reinjection wells, treatment equipment/systems, the treated groundwater discharge/outfall structure; soil vapor monitoring wells; piping associated with wells, electric (power) lines and conduit associated with equipment, fiber optic/other communication lines and conduit associated with equipment; the cap, vent wells, fencing, settlement monuments, and the drainage channel/piping/systems associated with the landfill.

V. RESERVATIONS

All reservations stated in Section VII below.

VI. CONDITION

A. The Grantee shall accept the conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. Except to the extent provided in this Deed, required by applicable federal law or state law for which the Grantor has waived its sovereign immunity in writing, the Grantee shall (i) accept the Property “as is, where is” without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or regarding the making of any alterations, improvements, repairs, or additions and (ii) be liable for any latent or patent defects in the Property.

VII. NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (“CERCLA”) (42 U.S.C. § 9620(h)(3))

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)), the Grantor provides the notices and covenants, and retains the access rights stated below:

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, on the Property (as defined in Section 120(h)), is provided in **Exhibit B**.

B. Description of Remedial Action Taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

A description of the remedial action taken, if any, on the Property is provided in **Exhibit B**.

C. Covenants pursuant to Section 120(h)(3)(A)(ii) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

The Grantor warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Deed; and

2. Subject to Section 120(h)(3)(B), any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

D. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The Grantor retains and reserves for any of its agencies and their respective officers, agents, employees, contractors and subcontractors, a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and shall run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the Grantor. Excluding the reasonable charges for such utility services, no

fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

3. The Grantee shall not have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Deed in exercising such easement and right of access: provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee of any remedy available to it under the Federal Tort Claims Act or other applicable federal law.

VIII. RELATED COVENANTS

A. Limitation on Warranty. The warranty set forth in Paragraph VII.C above is limited to response actions found to be necessary to protect human /health and the environment from “hazardous substances, pollutants or contaminants” (as such terms are defined in CERCLA) existing on the Property on the date of this Deed. The obligation of the Grantor under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing on the Property on the date of this Deed.

B. Notice of Contaminants. If the Grantee encounters what it believes to be a hazardous substance or hazardous waste during development activities on the Property, the Grantee shall immediately cease such activities in the affected area and implement controls for the exposed hazardous substance or hazardous waste to minimize the potential airborne release or migration of or exposure to such substance and promptly notify the Grantor. The Grantor shall promptly inspect the discovered substance and determine if a response or other mitigation is warranted by Grantor under CERCLA or other applicable federal laws. If such substance warrants a response or mitigation that is the responsibility of the Grantor under this Deed, then the Grantor shall take such actions. The Grantee shall not resume development activities in the affected area until it receives written notice that it may do so from the Grantor.

C. Access to Property. Grantor may exercise the right of access reserved to the Grantor in Section VII.D to perform remedial action or corrective action on the Property or on adjoining or nearby lands under applicable federal laws other than CERCLA (collectively, the “**Access Right**”).

The Access Right also may be exercised by agencies of the State of Illinois and their respective officers, agents, employees, contractors and subcontractors.

IX. OTHER COVENANTS AND NOTICES

A. Asbestos Containing Materials (“ACM”). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee shall comply with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this paragraph. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. Except as otherwise provided by federal law, the Grantor assumes no liability for property damage or personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity which occurs, after the Effective Date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

B. Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively “LBP”).

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property which occurs after the Effective Date of this Deed. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

C. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor’s direction, to the best of the Grantor’s knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws (a “**Properly Applied Pesticide**”). If the acts or omissions of the Grantee cause a release of a Properly Applied Pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

D. Perfluorooctanesulfonate (PFOS) and Perfluorooctanoate (PFOA). PFOS and PFOA have been detected in the Wisconsinian groundwater system underlying Parcel A1b-4 which is more particularly described by metes and bounds in Exhibit A, at levels above the 2016 lifetime health advisory of the United States Environmental Protection Agency. Subsequent to recordation of this Deed in Champaign County, Illinois (“County”), an Environmental Covenant executed by

Grantee, as Grantor, and the Illinois Environmental Protection Agency and United States Air Force, as Agencies, also will be recorded in the County.

E. Military Munitions (Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), Waste Military Munitions (WMM), Explosive Soils, Explosive Debris, and/or Munitions Constituents (MC). Former Skeet Range 1 (IRP SS064), as depicted on **Exhibit C**, was located in the western approach of the east-west runway, near the southeast corner of the intersection of Flessner Avenue and Century Boulevard on the Property. Based on investigations and historical research for this site no UXO, DMM, WMM, explosive soils, explosive debris or MC were located on the site. While not likely, the potential presence of ordnance and ordnance-related material on Parcels A1b-5 and A2c-7 of the Property exists. The Grantee shall perform all ground-disturbing activities in a manner such that the identification of ordnance or ordnance-related material may occur. Upon discovery of any such ordnance and/or ordnance-related materials on the Property, the Grantee shall immediately cease work and notify the Grantor.

F. Non-Discrimination. The Grantee shall not to discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes.

X. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. The conveyance of the Property is subject to the terms, restrictions, reservations, covenants, and conditions set forth in subparagraphs 1 through 18 of this paragraph X.A., which shall run with the land and be enforceable by Grantor, acting through the Administrator of the Federal Aviation Administration (“FAA”), or his or her successor in function (the “**Administrator**”) against the Grantee:

1. Use by the Grantee.

(a) Use as Public Airport. The Property shall be made available as an airport for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term “exclusive right” as used in subparagraph 3.

(b) Maintenance in Safe and Serviceable Condition. Except as provided in subsection 1(d) below, the entire “landing area”, as defined in 49 U.S.C. § 40102(a)(28), as amended, and the Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which any interest is transferred shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required as to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Administrator. In the event materials are required to rehabilitate or repair any of the Property, they may be procured by demolition of other portions of the Property which have outlived their use as airport

property in the opinion of the Administrator. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the Grantee may close or otherwise limit use or access to any portion of the Property that it deems appropriate if such closure or use limitation is related to airport property operating considerations or is based upon insufficient demand for such portion of the Property; and (ii) with respect to any such portion of the Property, the Grantee shall be under no obligation to maintain the same other than as may be required to maintain adequate public safety conditions.

(c) Aerial Approaches and Compatible Land Use. Insofar as it is within its power and to the extent reasonable, the Grantee shall adequately clear and protect the aerial approaches to the Property. The Grantee shall either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Property which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee shall not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the airport property, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire a property interest permitting it to so control the use made of the surface of the land.

(d) Disposal without Consent. No property included in the Property shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than airport purposes without the written consent of the Administrator. This consent shall be granted only if the Administrator determines that the property can be used, lease, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Property. The term "property" as used herein, is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Property.

2. Public Use for All Types, Classes and Kinds of Aeronautical Use.

(a) The airport on the Property shall be available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical use.

(b) Any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport shall include provisions requiring the contractor to, (i) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using the airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at the airport.

(e) Each air carrier using the airport (whether as a tenant, non-tenant, or subtenant of another air carrier, tenant signatory or non-signatory) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all air carriers which make similar use of the airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as a tenant or signatory shall not be unreasonably withheld, provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) The Grantee shall not prohibit or prevent, directly or indirectly, any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

(g) In the event the Grantee exercises any of the rights and privileges referred to in subsection (iii) above, the services involved shall be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subsection (iii) of this subparagraph 2 of Paragraph X.A.

(h) The Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(i) The Grantee may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. Exclusive Rights. The Grantee shall not grant an exclusive right for the use of the airport to any person providing, or intending to provide, aeronautical services to the public. For purposes of this subparagraph, the provision of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between a single fixed-based operator and an airport.

The Grantee also shall not, either directly or indirectly, grant an exclusive right to any person, firm, or corporation to conduct any aeronautical activities at the airport, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. Any exclusive right to conduct an aeronautical activity now existing at the airport must be terminated before the grant of any assistance under 49 U.S.C. § 47107.

4. Operation and Maintenance.

(a) The Grantee shall operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Administrator. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the Grantor, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. The Grantee shall not cause or permit any activity or action on the Property which would interfere with its use for airport purposes.

(b) In furtherance of this assurance, the Grantee shall have in effect at all times arrangements for: (i) operating the airport's aeronautical facilities whenever required; (ii) promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and (iii) promptly notifying [airmen][the FAA][the Administrator] of any condition affecting aeronautical use of the airport.

(c) Nothing contained in this Deed shall be construed to require (i) operation of an airport for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operations and maintenance (ii) the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

5. Reports and Inspections. The Grantee shall submit to the Administrator such annual or special financial and operations reports as the Administrator may reasonably require. A report of the airport budget will be available to the public at reasonable times and places.

6. Airport Layout Plan.

(a) The Grantee shall keep up to date at all times an airport layout plan of the airport showing (i) boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (ii) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (iii) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such

airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Administrator which approval shall be evidenced by the signature of a duly authorized representative of the Administrator on the face of the airport layout plan. The Grantee shall not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Administrator and which might, in the opinion of the Administrator, adversely affect the safety, utility or efficiency of the airport.

(b) If a change or alteration in the airport or its facilities is made which the Administrator determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Administrator, the Grantee shall, if requested, by the Administrator (i) eliminate such adverse effect in a manner approved by the Administrator; or (ii) bear all costs of relocating such property to a site acceptable to the Administrator and all costs of restoring or replacing such property to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

7. Preserving Rights and Powers.

(a) The Grantee shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Deed without the written approval of the Administrator. Grantee shall act promptly in a manner acceptable to the Administrator to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance.

(b) Grantee shall not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the Property without the written approval of the Administrator.

(c) The Grantee shall take steps satisfactory to the Administrator to ensure that the airport will continue to function as a public-use airport in accordance with assurances included in this Deed.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the Grantee, the Grantee shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with 49 U.S.C. § 47107, all applicable regulations and the terms, conditions and assurances in this Deed.

8. Airport Revenues. All revenues generated by the airport from the Property and any local taxes on aviation fuel established after December 30, 1987, shall be expended by Grantee for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

9. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Property, the existence of which creates an undue risk of interference with the operation of the airport or the performance or compliance with covenants and conditions

set forth in this Deed, the Grantee shall, to the extent practicable, acquire, extinguish, or modify such right or claim of right in a manner acceptable to the Administrator.

10. As part of the consideration for the transfer, the Grantee covenants and agrees that:

(a) The Grantee shall comply with all requirements imposed by or pursuant to the regulations of the United States Department of Transportation (“DOT”) (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

(b) The covenant in subparagraph 10(a) shall be subject in all respects to the provisions of said regulations;

(c) The Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate the covenant in subparagraph 10(a);

(d) The Grantor shall have the right to seek judicial enforcement of the covenant in subparagraph 10(a);

(e) The Grantee shall: (i) obtain a written agreement from any person, including any legal entity, who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits at the airport, to comply with the covenant in subparagraph 10(a); and (ii) upon request, furnish the original of such agreement to the Administrator; and

(f) The covenant in subparagraph 10(a) shall run with the land and be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor against the Grantee.

11. Use by the Grantor.

(a) Use by Grantor Aircraft. The Grantee shall make all of the airport facilities developed with federal financial assistance and all those usable for landing and takeoff of aircraft available to the Grantor for use by Grantor aircraft in common with other aircraft at all times without charge; provided, however, if the use by Grantor aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Administrator, or otherwise agreed to by the Grantee and the agency of Grantor using the airport, substantial use of an airport by Grantor aircraft will be considered to exist when:

(i) operations of such aircraft are in excess of those which, in the opinion of the Administrator, would unduly interfere with use of the landing areas by other authorized aircraft; or

(ii) during any calendar month:

(1) Five (5) or more Grantor aircraft are regularly based at the airport or on land adjacent thereto;

(2) The total number of movements (counting each landing as a movement) of Grantor aircraft is 300 or more; or

(3) The gross accumulative weight of Grantor aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

(b) National Emergency. During any national emergency declared by the President of the United States or the Congress thereof, including any existing national emergency, the Grantor shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the airport, as it then exists, or of such portion thereof as it may desire. However, the Grantor shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession. The Government shall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the Property made without Government aid and never owned by the Government.

12. Reservations.

(a) Land for Federal Facilities. Within four months after receipt of a written request from the Administrator, the Grantee shall furnish without cost to the Government any portion of the Property which the Administrator considers necessary or desirable for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities. The construction, operation, and maintenance of facilities or equipment for such uses on the identified Property shall be at Government expense.

(b) The Government shall have a non-exclusive right of access to the roadways on the Property open to public use from (i) any property owned or controlled by the Government at the former Chanute Air Force Base, and (ii) roadways on property contiguous to the Property upon such reasonable terms and conditions as the Grantee may impose. These rights of access shall be consistent with the requirements for airport security of the airport set forth in 14 CFR Part 107.

13. Miscellaneous. The Grantee shall take whatever action may be required by the Administrator to assure the complete release of the Government from any and all liability for restoration or other damage under any lease or other agreement covering the use by the Government of any of the Property; however, no such release shall deprive the Grantee of any right it otherwise may have to receive reimbursement for substantial damage of the airport by a federal agency under Section 17 of the Federal Airport Act, or any successor statute.

14. Reservations and Restrictions.

(a) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this Deed to the Grantee, or any portion thereof, shall at the option of the Grantor, acting by and through the FAA, revert to the Grantor in its then-existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if the Grantee shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Administrator, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee.

(b) Consistent with Subsection 1(d) of this Section VI, the Property may be transferred only with the written approval of the Administrator and upon assumption by the transferee of all the obligations imposed in this Deed other than those excepted in writing by the Administrator; provided, however, the Administrator shall have no authority to release the Grantee from any of the provisions of Sections III, V, VI, and VII of this Deed.

15. Grantee Obligations. The Grantee shall take title subject to such rights, if any, as third persons may have in the Property on the Effective Date by virtue of any grant from the Government or others and shall assume all duties, obligations, and liabilities of the Government or any agency thereof thereunder and hold the same harmless from all claims arising [from] such transfer of title.

16. Government Rights. The Government shall have the right to remove from the Property within a reasonable time (which shall not be construed to mean any period less than one (1) year after the Effective Date) any property not transferred by this Deed. During such period, the Government shall have a right of ingress to and egress from the Property for the purposes of using, disposing of by sale or otherwise, and removing such property.

17. Payment in Cash of Taxes, Assessments, etc. All taxes, assessments, and similar charges made against the Property for which the Grantor is liable shall be prorated as of the Effective Date.

18. Waiver of Any Existing Option. The Grantee must obtain for the benefit of the Government, in form satisfactory to it, a waiver of any existing option granted to purchase the Property or any portion thereof.

B. The Grantee shall not discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the facility on the Property is used primarily for religious purposes. The United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. The Grantee warrants that no person or agency has been employed or retained to solicit or obtain Grantor's execution of this Deed upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide commercial agencies retained by Grantee for the purpose of doing business. For breach or violation of this warranty, the United States shall have the right to annul this Deed, without liability, or in its discretion to require the Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

D. No member of, or delegate to, Congress or Resident Commissioner shall acquire any of the rights or benefits granted in this Deed; provided, however, this prohibition shall not extend to a corporation in which any such person has an ownership interest if the right or benefit is granted to a corporation for its general benefit.

XI. NOTICE ADDRESS:

Any notice required or permitted to be given to the Grantor pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, SAF/GCN-SA

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA – Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFCEC/CIB

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA - Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Champaign County, Illinois.

XII. BINDING EFFECT AND BENEFIT

Each covenant in this Deed shall be deemed to touch and concern the land and shall run with the land.

XIII. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

- Exhibit A – Legal Description of the Property
- Exhibit B – Notice of Hazardous Substances Released/ Description of Remedial Action Taken
- Exhibit C – Depiction of Area Where Former Skeet Range 1 (IRP SS064) Traverses Parcels A1b-5 and A2c-7

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force effective on the Effective Date.

THE UNITED STATES OF AMERICA, acting by
and through the Secretary of the Air Force

By: _____
Stephen G. TerMaath
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

This document was acknowledged before me this ____ day of _____, 2018 by
STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations
Directorate, Air Force Civil Engineer Center.

Notary Public, State of Texas

(seal)

My Commission Expires: _____

ACCEPTANCE

The Grantee accepts this Deed effective on the Effective Date and agrees to be bound by all terms, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2018

(Grantee Name)

By: _____

Name: _____

Title: _____

[Attest:

(Name and Title or Position)]

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

This document was acknowledged before me this ____ day of _____, 2018, by _____, _____ of the Village of Rantoul, Illinois.

Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A

Legal Description of Property

PARCEL A1b-4

A tract of land being a part of Section 2, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at the Southeast Corner of Cook Drive and Veterans Parkway as shown and described in a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South 00° 28' 51" East along the East Line of said Cook Street, 221.02 feet to the True Point of Beginning; thence South 46° 02' 16" East, 333.11 feet to a corner of the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No. 2007R22403 in said Recorder's Office; thence South 46° 02' 16" East along said Westerly Line of Parcel A1b-1, a distance of 464.99 feet; thence South 00° 09' 38" East along said Westerly Line of Parcel A1b-1, a distance of 428.26 feet; thence South 44° 00' 20" West along said Westerly Line of Parcel A1b-1, a distance of 103.59 feet; thence around the arc of a circular curve to the left along said Westerly Line of Parcel A1b-1, said curve having a radius of 130.00 feet, a chord bearing of South 06° 33' 09" West, a chord length of 158.00 feet for an arc length of 169.82 feet; thence South 43° 58' 08" West along said Westerly Line of Parcel A1b-1, a distance of 446.13 feet; thence North 41° 01' 36" West, 346.93 feet to a Northeast Corner of Parcel A3a as shown and described in a Quitclaim Deed recorded as Document No. 2007R22402 in said Recorder's Office; thence North 45° 33' 46" West along the Northeasterly Line of said Parcel A3a, 226.26 feet; thence North 44° 27' 29" East along said Northeasterly Line of Parcel A3a, 178.84 feet; thence North 45° 32' 06" West along said Northeasterly Line of Parcel A3a, 305.22 feet; thence South 44° 28' 29" West along said Northeasterly Line of said Parcel A3a, 214.88 feet; thence North 45° 32' 26" West along said Northeasterly Line of Parcel A3a, 259.88 feet to a point on the Easterly Line of said Cook Drive; thence North 44° 16' 44" East along said Easterly Line of Cook Drive, 860.33 feet; thence around the arc of a circular curve to the left along said Easterly Line of Cook Drive, said curve having a radius of 147.39 feet, a chord bearing of North 21° 53' 56" East, a chord length of 112.24 feet for an arc length of 115.14 feet; thence North 00° 28' 51" West along said East Line of Cook Drive, 24.13 feet to said True Point of Beginning, encompassing 21.773 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A1b-5

A tract of land being a port of Section 11, all in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at the Southeast Corner of Century Boulevard and Flessner Avenue as shown and described in a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South 00° 32' 12" East along the East Line of said Century Boulevard, 309.30 feet to the True Point of Beginning; thence North 89° 26' 21" East, 709.80 feet to a corner of the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No. 2007R22403 in said Recorder's Office; thence South 00° 32' 12" East along said Westerly Line of Parcel A1b-1, a distance of 622.37 feet; thence South 43° 58' 18" West along said Westerly Line of Parcel A1b-1, a distance of 584.58 feet; thence South 89° 27' 24" West along said Westerly Line of Parcel A1b-1, a distance of 300.00 feet to a point of said East Line of Century Boulevard; thence North 00° 32' 12" West along said East Line of Century Boulevard, 1039.00 feet to said True Point of Beginning, encompassing 14.971 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A1b-7

A tract of land being a part of Section 2, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at the Northwest Corner of Willow Pond Subdivision No. 1 recorded as Document 2004R12337 in the Champaign County Recorder's Office, proceed South 01° 12' 05" East along the West Line of an area noted on said subdivision as "N2 (exception) 428056 SF", 226.06 feet to a corner on the East Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document 2007R22403, said point also being the True Point of Beginning; thence North 89° 16' 55" East along a West Line of said area noted on the subdivision, said line also being on East Line of said Parcel A1b-1, a distance of 122.27 feet; thence South 00° 09' 57" West also said West Line of area noted on the subdivision, said line also being said East Line of Parcel A1b-1, a distance of 339.00 feet; thence South 89° 16' 55" West, 122.27 feet; thence North 00° 09' 57" East, 339.00 feet to said True Point of Beginning, encompassing 0.951 acres, more or less.

EXHIBIT A

Legal Description of Property

PARCEL A2c-7

A tract of land being a port of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Beginning at the Southeast Corner of Century Boulevard and Flessner Avenue as shown and described in a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed North 89° 26' 21" East along the South Line of said Flessner Avenue, 675.63 feet; thence North 44° 29' 34" East along the Southern Line of Pacesetter Drive, 54.00 feet to the Northwesterly Corner of Parcel A2c-3c as shown and described in a Quitclaim Deed recorded as Document No. 2007R22402 in the Recorder's office; thence South 45° 32' 05" East along the Southwestern Line of said Parcel A2c-3c, a distance of 400.05 feet to a point on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No. 2007R22403 in said Recorder's office; thence South 44° 29' 34" West along said Westerly Line of Parcel A1b-1, a distance of 91.22 feet; thence South 89° 26' 21" West along a Westerly Line of said Parcel A1b-1 and a West extension of said Westerly Line, 932.17 feet to a point on the East Line of said Century Boulevard; thence North 00° 32' 12" West along said East Line of Century Boulevard, 309.30 feet to said Point of Beginning, encompassing 6.375 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A2e-3

A tract of land being part of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at the intersection of the West line of the Southwest Quarter of said Section 12 and the North line of South Perimeter Road as shown and described in a Quitclaim Deed recorded as Document 2007R22404 in the Champaign County Recorder's Office, said intersection labeled as 245 in said Quitclaim Deed, proceed North 89° 38' 34" East along the North line of said South Perimeter Road, 304.06 feet to the True Point of Beginning; thence North 00° 19' 29" West, 315.00 feet; thence North 89° 38' 34" East, 300.00 feet to a point on a Southerly line of Parcel A1a as shown and described in a Quitclaim Deed recorded as Document 2007R22402 in said Recorder's Office; thence South 00° 19' 29" East along said Southerly line of Parcel A1a, 315.00 feet to a point on said North line of South Perimeter Road; thence South 89° 38' 34" West along said North line of South Perimeter Road, 300.00 feet to said True Point of Beginning, encompassing 2.169 acres, more or less.

EXHIBIT B

Notice of Hazardous Substances Released/ Description of Remedial Action Taken

NOTICE OF HAZARDOUS SUBSTANCES STORED/DISPOSED

No hazardous substances have been stored or disposed of on the Property.

NOTICE OF HAZARDOUS SUBSTANCE RELEASED

Notice is hereby given that the information set out below provides notice of hazardous substances that are known to have been released on the Property. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Section 9620(h).

| IRP Site FT020 (Fire Training Area 1) | | | | | | | | |
|---------------------------------------|--------------------|---------------------|--------------------|---------|---|--|--------------------------------------|--------------------------------------|
| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining |
| Dibenz[a,h]anthracene | | 215-58-7 | Unknown | Unknown | NA | A human health risk assessment (HHRA) and a screening-level ecological risk assessment (SLERA) was conducted for Fire Training Area 1. Based on the assessments it was determined that the remaining concentration of this constituent does not pose a level of risk to human health that requires action or that further evaluation of ecological risk was warranted. Illinois EPA concurred with the conclusion as documented in the Final No Further Action Record of Decision for Fire Training Area 1 | Site soils: 68 ug/kg at 0-0.5 ft bgs | Site soils: 68 ug/kg at 0-0.5 ft bgs |

IRP Site FT020 (Fire Training Area 1)

| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining |
|---|--------------------|---------------------|--------------------|---------|---|---|---|---|
| | | | | | | (FT020), dated January 2008 (AR 3442) | | |
| Benzo[a]pyrene | | 50-32-8 | Unknown | Unknown | NA | | Site soils: 240 ug/kg at 0-0.5 ft bgs | Site soils: 240 ug/kg at 0-0.5 ft bgs |
| 1,2,3,4,6,7,8-heptachlorodibenzo-p-dioxin | | NA | Unknown | Unknown | NA | | Site Soils: 540 ng/kg at 0-0.5 ft bgs | Site Soils: 540 ng/kg at 0-0.5 ft bgs |
| Iron | Fe | 7439-89-6 | Unknown | Unknown | NA | Iron was detected above DC; however, it was determined that these iron concentrations are lower than the adequate intake (AI) value established by the Institute of Medicine (IOM) Food and Nutrition Board. | Site soils: 25,000 mg/kg at 0-0.5 ft bgs 25,000 mg/kg at > 6.5 ft bgs | Site soils: 25,000 mg/kg at 0-0.5 ft bgs 25,000 mg/kg at > 6.5 ft bgs |
| Lead | Pb | 7439-92-1 | Unknown | Unknown | | Lead slightly exceeded the background upper tolerance limits; however, none of the lead concentrations exceed the pH-specific values for the soil component of the groundwater ingestion route in the February 2007 update to Illinois EPA's Tiered Approach to Corrective Action Objectives. | | |

| IRP Site SS057 (Coal Storage Area 5) | | | | | | | | | |
|--------------------------------------|--------------------|---------------------|--------------------|---------|---|---|--|--|--|
| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining | |
| Benzo(a)anthracene | | 56-55-3 | Unknown | Unknown | NA | A human health risk assessment (HHRA) and a screening-level ecological risk assessment (SLERA) was conducted for Coal Storage Area 5. Based on the assessments, a one-half-acre worst-case area was identified where concentrations of constituents in the surface soils exceeded the 10 ⁻⁴ PRGs for unrestricted land use (AR #3390). In accordance with the signed ROD (AR#3617), a removal action was completed in 2010 in the surface soils in the worst-case area (~5,755 ft ² to a depth of six inches bgs) were removed. Because the constituents exceeding the 10 ⁻⁴ PRGs for unrestricted land use were removed, no restrictions on future use are required as documented in the RACR (AR# 3656). | Site soils: 11,000 ug/kg at 0 - 0.5 ft bgs | Site soils: 7,100 ug/kg at 0 - 0.5 ft bgs | |
| Benzo(a)pyrene | | 50-32-8 | Unknown | Unknown | NA | | Site soils: 11,000 ug/kg ¹ at 0 - 0.5 ft bgs 130 ug/kg ^{1,2} at 1 - 3 ft bgs 160 ug/kg ² at 8 - 10 ft bgs | Site soils: 6,900 ug/kg ¹ at 0 - 0.5 ft bgs 130 ug/kg ^{1,2} at 1 - 3 ft bgs 160 ug/kg ² at 8 - 10 ft bgs | |
| Benzo(b)fluoranthene | | 205-99-2 | Unknown | Unknown | NA | | Site soils: 14,000 ug/kg at 0 - 0.5 ft bgs | Site soils: 7,600 ug/kg at 0 - 0.5 ft bgs | |
| Benzo(k)fluoranthene | | 207-08-9 | Unknown | Unknown | NA | | Site soils: 11,000 ug/kg at 0 - 0.5 ft bgs | None | |
| Dibenz(a,h)anthracene | | 53-70-3 | Unknown | Unknown | NA | | Site soils: 3,300 ug/kg at 0 - 0.5 ft bgs | Site soils: 1,900 ug/kg at 0 - 0.5 ft bgs | |
| Indeno(1,2,3-cd)pyrene | | NA | Unknown | Unknown | NA | | Site soils: 6,500 ug/kg at 0 - 0.5 ft bgs | Site soils: 4,000 ug/kg at 0 - 0.5 ft bgs | |
| Arsenic | As | 7440-38-2 | Unknown | Unknown | NA | | Site soils: 30 mg/kg at 0 - 0.5 ft bgs 24 mg/kg at 6.5 - 8 ft bgs | Site soils: 30 mg/kg at 0 - 0.5 ft bgs 24 mg/kg at 6.5 - 8 ft bgs | |
| Iron | Fe | 7439-89-6 | Unknown | Unknown | NA | Although iron concentrations exceeded the DC in the shallow surface, shallow subsurface, and deep subsurface samples; the concentrations are below the adequate intake for iron (40,000 mg/kg) published by the IOM Food and Nutrition Board (IOM, 2002) (AR# 3390). | Site soils: 28,000 mg/kg ³ at 0 - 0.5 ft bgs 37,000 mg/kg ³ at 1 - 3 ft bgs 28,000 mg/kg ³ at 6.5 - 8 ft bgs | Site soils: 28,000 mg/kg ³ at 0 - 0.5 ft bgs 37,000 mg/kg ³ at 1 - 3 ft bgs 28,000 mg/kg ³ at 6.5 - 8 ft bgs | |

1 - A matrix effect was present. The result is biased low.

2 - The analyte was positively identified but the associated numerical value is below the RL. This quantitation is an estimate.

3 - The analyte was positively identified, the quantitation is an estimation.

| RP Site FT058 (Firefighting Demonstration Area 1) | | | | | | | | |
|---|--------------------|---------------------|--------------------|---------|---|--|---------------------------------------|---------------------------------------|
| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining |
| Benzo[a]pyrene | | 50-32-8 | Unknown | Unknown | NA | Benzo(a)pyrene was detected above the DC; however, the concentrations above the DC, were below the 95 th percentile value from the former Chanute AFB-specific background data for benzo(a)pyrene. Illinois EPA concurred with the conclusion as documented in the Final Group 1 – Record of Decision for Operable Unit 2 dated October 2010. (AR 3620) | Site soils: 150 ug/kg at 0-0.5 ft bgs | Site soils: 240 ug/kg at 0-0.5 ft bgs |

| IRP Site FT061 (Firefighting Demonstration Area 4) | | | | | | | | |
|--|--------------------|---------------------|--------------------|---------|---|--|---------------------------------------|---------------------------------------|
| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining |
| Benzo[a]pyrene | | 50-32-8 | Unknown | Unknown | NA | Benzo(a)pyrene was detected above the DC; however, the concentrations above the DC, were below the 95 th percentile value from the former Chanute AFB-specific background data for benzo(a)pyrene. Illinois EPA concurred with the conclusion as documented in the Final Group 1 – Record of Decision for Operable Unit 2 dated October 2010. (AR 3620) | Site soils: 160 ug/kg at 0-0.5 ft bgs | Site soils: 240 ug/kg at 0-0.5 ft bgs |

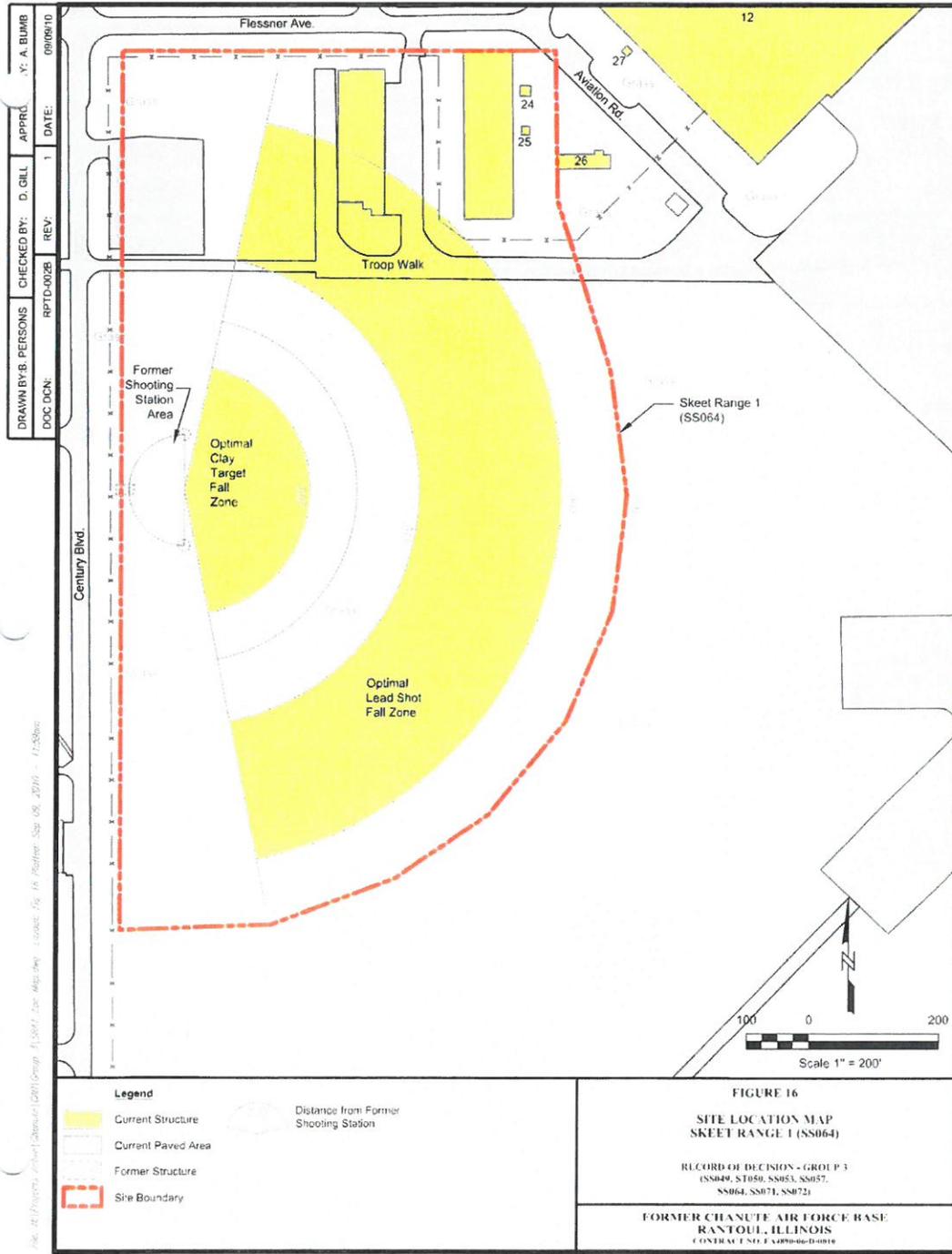
| IRP Site FT062 (Firefighting Demonstration Area 5) | | | | | | | | | |
|---|--------------------|---------------------|--------------------|---------|---|---|--|---|--|
| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining | |
| Benzo[a]pyrene | | 50-32-8 | Unknown | Unknown | NA | A human health risk assessment (HHRA) and a screening-level ecological risk assessment (SLERA) was conducted for Fire Training Area 1. Based on the assessments, it was determined that these constituents at these concentrations do not pose a level of risk to human health that requires action or that further evaluation of ecological risk was warranted. Illinois EPA concurred with the conclusion as documented in the Illinois EPA concurred with the conclusion as documented in the Final Group 1 – Record of Decision for Operable Unit 2 dated October 2010. (AR 3620) | Site soils: 1,600 ug/kg at 0-0.5 ft bgs | Site soils: 1,600 ug/kg at 0-0.5 ft bgs | |
| Benzo(a)anthracene | | 56-55-3 | | | | | Site soils: 1,400 ug/kg at 0-0.5 ft bgs | Site soils: 1,400 ug/kg at 0-0.5 ft bgs | |
| Benzo(b)fluoranthene | | 205-99-2 | Unknown | Unknown | NA | | Site soils: 1,600 ug/kg at 0-0.5 ft bgs. | Site soils: 1,600 ug/kg at 0-0.5 ft bgs. | |
| Indeno(1,2,3-cd)pyrene | | 193-39-5 | Unknown | Unknown | NA | | 960 ug/kg at 0-0.5 ft bgs | 960 ug/kg at 0-0.5 ft bgs | |
| 1,2,3,4,6,7,8-heptachlorodibenzop-dioxin | | NA | Unknown | Unknown | NA | | Site Soils: 3,500 ug/kg ¹ at 0-0.5 ft bgs | Site Soils: 100 ug/kg at 0-0.5 ft bgs | |
| 1,2,3,6,7,6-HxCDD | | NA | Unknown | Unknown | NA | | Site Soils: 100 ug/kg at 0-0.5 feet bgs | Site Soils: 100 ug/kg at 0-0.5 feet bgs | |
| 1, 2, 3, 7, 6, 9,- HxCDD | | NA | Unknown | Unknown | NA | | Site Soils: 50 ug/kg at 0-0.5 feet bgs | Site Soils: 50 ug/kg at 0-0.5 feet bgs | |
| 2,3,7,8-tetrachlorodibenzo-p-dioxin | 2,3,7,8-TCDD | NA | Unknown | Unknown | NA | | Site Soils: 6.50 ug/kg at 0-0.5 feet bgs | Site Soils: 6.50 ug/kg at 0-0.5 feet bgs | |
| 1,2,3,4,6,7,8,9-octachlorodibenzo-p-dioxin | OCDD | NA | Unknown | Unknown | NA | | Site Soils: 14,000 ug/kg* at 0-0.5 ft bgs | Site Soils: 14,000 ug/kg* at 0-0.5 ft bgs | |
| 1 The analyte was positively identified, the quantitation is an estimation. | | | | | | | | | |

| IRP Site SS064 (Skeet Range 1) | | | | | | | | | |
|--------------------------------|--------------------|---------------------|--------------------|---------|---|---|--|--|--|
| Substance | Regulatory Synonym | CAS Registry Number | Quantity (kg / lb) | Date | Hazardous Waste ID Number (if applicable) | Response | Maximum Concentrations Detected | Maximum Concentrations Remaining | |
| Benzo(a)anthracene | | 56-55-3 | Unknown | Unknown | NA | A human health risk assessment (HHRA) and a screening-level ecological risk assessment (SLERA) was conducted for Skeet Range 1. Based on the assessments, several areas were identified where concentrations of constituents in the surface soils pose a risk to residents under an unrestricted use scenario (AR #2969). In accordance with the signed ROD (AR#3617), a targeted soil removal action was completed in 2010 in the area of the location of the erroneous lead detection (53,300 mg/kg), and impacted soil from a 100 ft ² area to a depth of approximately one foot was removed. Additional remedial action was conducted in 2013 to remove and dispose of all remaining soils over UU/UE levels, and concurrence on the RACR Addendum (AR # 421314) was signed by Illinois EPA on 17 September 2014. Site SS064 is now suitable for unrestricted reuse. | Site soils: 13,500 ug/kg at 0 - 0.5 ft bgs 203 ug/kg at 0.5 - 6.5 ft bgs | Site soils: 13,500 ug/kg at 0 - 0.5 ft bgs 203 ug/kg at 0.5 - 6.5 ft bgs | |
| Benzo(a)pyrene | | 50-32-8 | Unknown | Unknown | NA | | Site soils: 13,100 ug/kg at 0 - 0.5 ft bgs 207 ug/kg at 0.5 - 6.5 ft bgs | Site soils: 13,100 ug/kg at 0 - 0.5 ft bgs 207 ug/kg at 0.5 - 6.5 ft bgs | |
| Benzo(b)fluoranthene | | 205-99-2 | Unknown | Unknown | NA | | Site soils: 13,000 ug/kg at 0 - 0.5 ft bgs | Site soils: 13,000 ug/kg at 0 - 0.5 ft bgs | |
| Dibenz(a,h)anthracene | | 53-70-3 | Unknown | Unknown | NA | | Site soils: 2,690 ug/kg at 0 - 0.5 ft bgs | Site soils: 2,690 ug/kg at 0 - 0.5 ft bgs | |
| Indeno(1,2,3-cd)pyrene | | NA | Unknown | Unknown | NA | | Site soils: 5,150 ug/kg at 0 - 0.5 ft bgs | Site soils: 5,150 ug/kg at 0 - 0.5 ft bgs | |
| Lead | Pb | 7439-92-1 | Unknown | Unknown | NA | | Site soils: 53,300 mg/kg* at 0 - 0.5 ft bgs | Site soils: 671 mg/kg at 0 - 0.5 ft bgs | |

* One of 150 samples submitted for lead analysis was found to contain a high concentration of lead, approximately two orders of magnitude higher than the other samples analyzed. The sample is suspected of containing lead shot or a bullet fragment which cause the erroneous detection. The next highest concentration was detected at 671 mg/mg at 0-0.5 ft bgs.

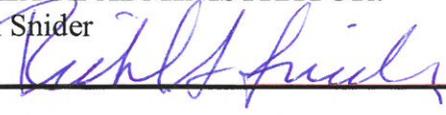
EXHIBIT C

Depiction of Area where Former Skeet Range 1 (IRP SS064) Traverses Parcels A1b-5 and A2c-7



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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| AGENDA ITEM | PAGE _____ | OF _____ |
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| | |
|--|---|
| ITEM: Second Amendment to the Sales Agreement for 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive | DEPARTMENT: Public Works - Airport |
| AGENDA SECTION: | AMOUNT: \$12,129.18 |
| ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: July 31, 2018 |
| SUMMARY HIGHLIGHTS: <p>This Agenda item provides for an amendment to the sales agreement for the properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive (Building 20). The purchaser, Mr. John Van der Velde, has requested a timeline extension for funding the escrow account and completing his due diligence from September 9, 2018 to September 25, 2018 and to receive a proration of the rent in the amount of \$12,129.18. The attached Coldwell Banker letter outlines the background and parameters of these requests.</p> <p>The extension of the timeline will also provide additional time to complete the Federal Aviation Administration (FAA) release process.</p> | |
| RECOMMENDED ACTION: Authorize the approval of the Second Amendment to the Sales Agreement to extend both the due diligence period and the timeline to fund the escrow account from September 9, 2018 to September 25, 2018, and authorize a proration of rent in the amount of \$12,129.18. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences  | VILLAGE ADMINISTRATOR: Rick Shider  |
| AGENDA PAGE NUMBER: 1 | |



COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY
Mailing Address: P. O. Box 140
201 W. Springfield, 11th Floor
Champaign, IL 61824-0140
(217) 352-7712 OFFICE
(217) 403-3440 FAX
email: AJT@CBCDR.COM

August 1, 2018

Eric Vence
Via email: EVences@village.rantoul.il.us

Re: Second Amendment to PSA

Dear Eric:

Upon a conversation with the buyer of 1 Aviation Dr., Hangar 1, Hangar 2, and Hangar 3, they have requested the following to be amended in the Second Amendment to PSA:

- Section 1.3 Due Diligence
 - o Subsection a
 - The buyer would like this date to be concurrent with section 1.3 (d) (to be amended below)
 - o Subsection d
 - The buyer would like to change the date at which the funding of the escrow to be September 25th, 2018. This comes after speaking with their bank.
- Section 3.2 Proration of Rents
 - o The buyer has requested that an additional payment of rent be wired to them upon the agreeance and execution of the amendment. This payment would be for July at a total of \$12,129.18 and bring the total amount of prepaid rent to \$24,258.36.
 - This would be under the same terms and conditions as before in which would be refunded if the buyer is unable to close or be credited back to seller at the time of close.
- **As of July 23, 2018 in a conversation with the buyer of the property, if the amendment is not voted on and approved, they intend to walk away from the project and cancel the contract.**

If you could please present this to the board for their review and vote, that would be greatly appreciated. If you have any additional questions, please let me know.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Hanna', written in a cursive style.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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|--------------------|-------------------------------------|
| AGENDA ITEM | PAGE <u>1</u> OF <u> </u> |
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|--|--|
| ITEM: First Amendment Sales & Lease Agreements for 735, 801, 909 Pacesetter Drive (Hangars 1, 2, & 3) and 1 Aviation Center Drive | DEPARTMENT: Public Works - Airport |
| AGENDA SECTION: | AMOUNT: \$5,150,000.00 |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: May 4, 2018 |
| SUMMARY HIGHLIGHTS: This Agenda item provides for an amendment to the sales agreement and an initial lease agreement of the properties at 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3). The amended sales contract will include 1 Aviation Center Drive (Building 20) at a purchase price of \$1,750,000.00 bringing the total sale price of the four (4) properties to \$5,150,000.00. The inclusion of this property into the sales agreement will expand funding opportunities for future aviation related projects. Historically, 1 Aviation Center Drive has offered a steady revenue stream to the Airport, however, in October of 2017 the lease revenue decreased as a portion of the building became unoccupied. The proceeds from this sale will be earmarked for future Airport capital improvement projects as typically outlined in the Five (5) year Transportation Improvement Plan (TIP). | |
| RECOMMENDED ACTION: Authorize the approval of the First Amended Sales Agreement and providing for the inclusion of 1 Aviation Center Drive (Building #20) as part of the sale bringing the total sale price of the four (4) properties to \$5,150,000.00 and the approval of an associated Lease Agreement. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences | VILLAGE ADMINISTRATOR: Rick Snider |
| AGENDA PAGE NUMBER: | |

Village of Rantoul

Hangar Plat



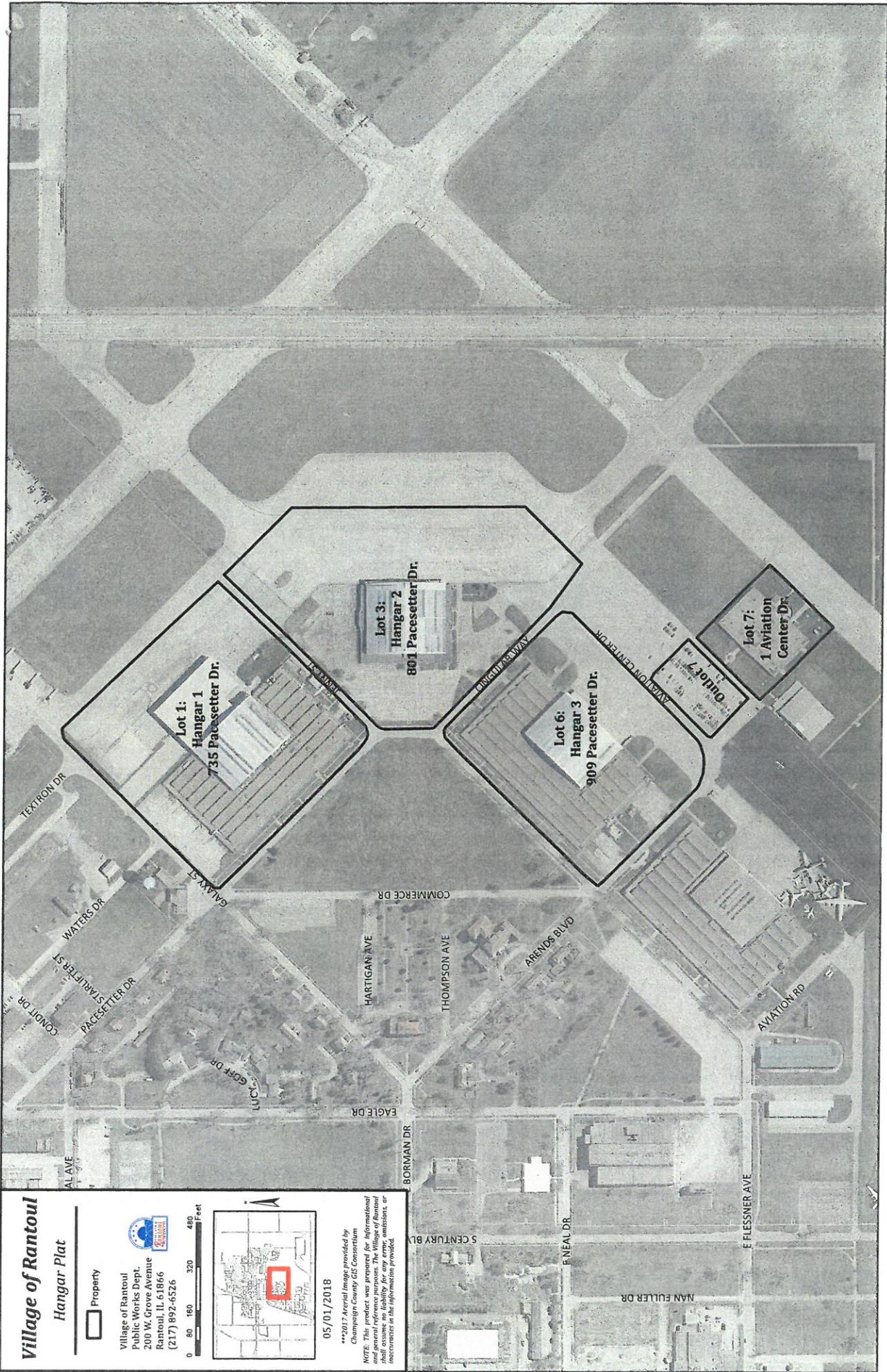
Property
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



05/01/2018

****2017 Aerial Images provided by
Chromagon County GIS Center****

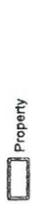
NOTE: This plat is for informational
and general reference purposes. The Village of Rantoul
shall assume no liability for any errors, omissions, or
inaccuracies in the information provided.



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| AGENDA ITEM | PAGE ____ OF ____ |
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| ITEM: Sale of properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) | DEPARTMENT: Public Works - Airport |
| AGENDA SECTION: | AMOUNT: \$3,400,000.00 |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: February 27, 2018 |
| SUMMARY HIGHLIGHTS: | |
| <p>This Agenda Item provides for the sale of the properties at 735 Pacesetter Drive (Hangar 1), 801 Pacesetter Drive (Hangar 2), and 909 Pacesetter Drive (Hangar 3) in the amount of \$3,400,000.00. These properties have been utilized by numerous entities over the years including Rantoul Products, Bell Sports & Donco in Hangar 1; I & I in Hangar 2; and Bell Sports and others in Hangar 3. While the leasing options have become more limited in recent years, since early 2016 Coldwell Banker Devonshire Realty has been marketing (for sale or lease) these properties on behalf of the village.</p> <p>The party seeking to buy these properties is Mr. John Van Der Velde, who has tenants in mind for these facilities, which includes a Bio Engineering Technology company. The buyer will undertake the necessary renovations and improvements for these buildings.</p> <p>These properties are currently within the Airport's footprint and once the final deeds for Hangars 2 and 3 are received from the Air Force, a release by the Federal Aviation Authority (FAA) will be required to fully complete the sale process. The proceeds from this sale will be earmarked for future Airport capital improvement projects as outlined in the five (5) year Transportation Improvement Plan (TIP).</p> | |
| RECOMMENDED ACTION: Authorize the approval of the sale of 735 Pacesetter Drive (Hangar 1), 801 Pacesetter Drive (Hangar 2), and 909 Pacesetter Drive (Hangar 3) in the amount of \$3,400,000.00. | |
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences | VILLAGE ADMINISTRATOR: Rick Snider |
| AGENDA PAGE NUMBER: | |

Village of Rantoul
Airport Plat

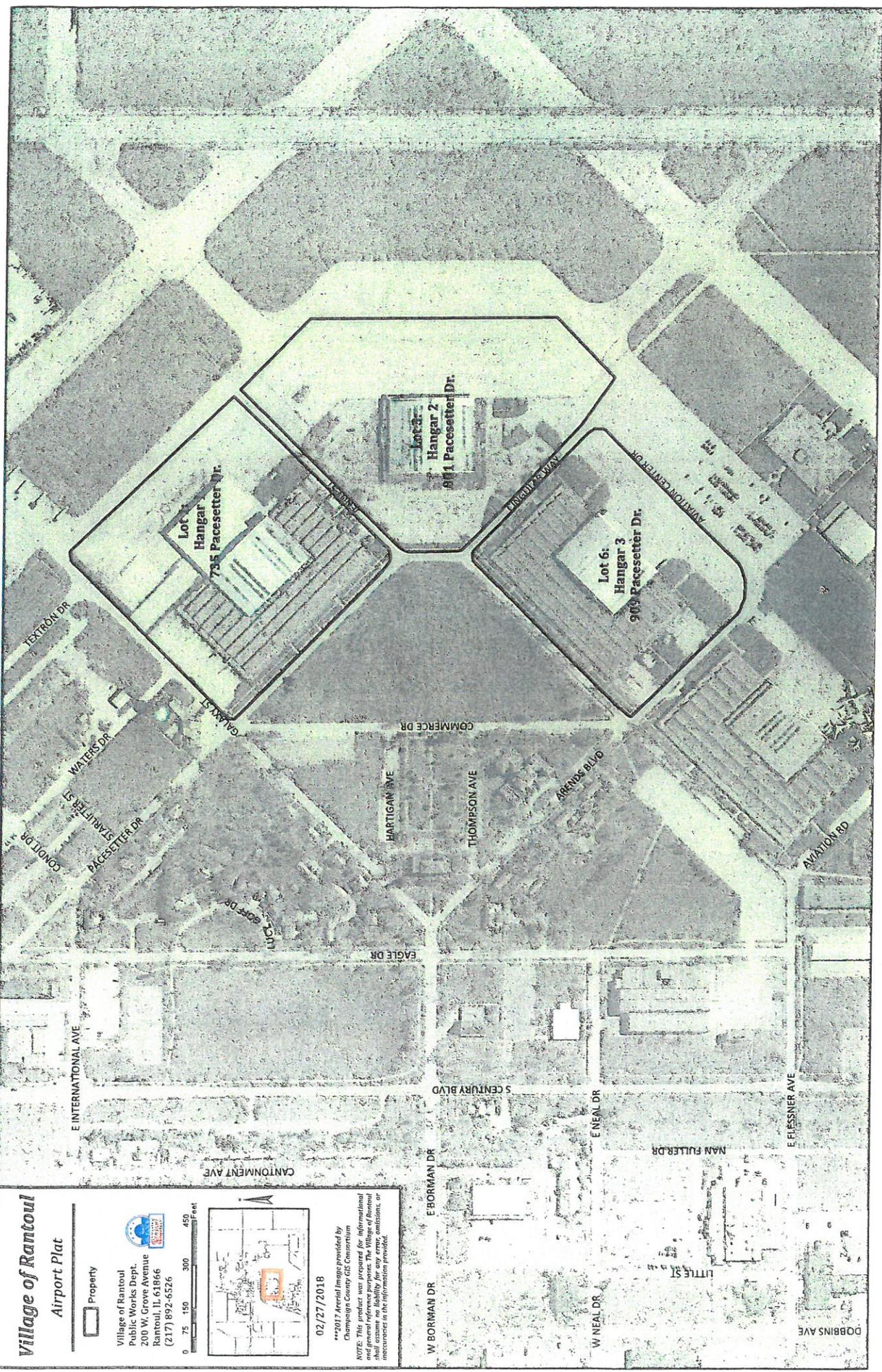


Village of Rantoul
 Public Works Dept.
 200 W. Grove Avenue
 Rantoul, IL 61866
 (217) 892-6526



02/27/2018

***2017 Aerial Image provided by
 Champlain County GIS Consortium
 NOTE: This product was prepared for informational
 and general reference purposes. The Village of Rantoul
 does not warrant the accuracy, reliability, or
 measurement of the information provided.



**AGREEMENT FOR SALE OF REAL ESTATE
(SECOND AMENDED AND RESTATED)**

BY AND BETWEEN THE

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER**

AND

**JOHN VAN DER VELDE,
AS BUYER**

DATED AS OF AUGUST 1, 2018

AGREEMENT FOR SALE OF REAL ESTATE
(SECOND AMENDED AND RESTATED)

THIS AGREEMENT FOR SALE OF REAL ESTATE (FIRST AMENDED AND RESTATED), including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of August 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and John Van Der Velde, an individual of Los Angeles, California, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 735, 801 and 909 Pacesetter Drive (“**Hangars 1, 2 and 3**”) and 1 Aviation Center Drive (“**1 Aviation**”), Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and made a part hereof (collectively, the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$5,150,000.00 as the total purchase price for the Premises. Such total purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing from the Escrow Account described in Section 1.3(d) below in cash, by cashier’s check or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

(a) Until September 25, 2018 (the “**Due Diligence Period**”), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the buildings, the parking lots, all structural and mechanical systems within the buildings, including, but not limited to, sprinkler systems, power lines and panels and plumbing; (2) inspect leases and all other contracts, agreements, documents and environmental reports in the possession or control of Seller relating to the Premises, copies of which shall be provided to Buyer by Seller to the extent in Seller’s possession or control; and (3) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or

examination do not meet Buyer's criteria for purchase or operation of the Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises are unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Agreement shall be waived and become null and void.

(b) All inspections, investigations, tests, examinations and appraisals required by Buyer under this Section shall be at Buyer's expense unless otherwise expressly provided in this Agreement.

(c) Neither Buyer, nor any of his agents or representatives, shall damage the Premises or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Agreement.

(d) On or before September 25, 2018, the Buyer shall deposit the \$5,150,000 purchase price by certified or cashier's check or wire transfer in an escrow account (the "**Escrow Account**") with Chicago Title and Trust Company, Champaign, Illinois (the "**Title Company**") administered in accordance with an Escrow Agreement with the Title Company (the "**Escrow Agreement**"). Upon fully funding the Escrow Account, Buyer waives any right to terminate this Agreement under this Section 1.3(a) and any other contingency under this Agreement except for matters pertaining to title of the Premises under Section 2.2 hereof. Buyer shall direct all investments in the Escrow Account in the manner provided in the Escrow Agreement and shall be entitled to receive all investment earnings thereon.

Section 1.4. Contingency of Agreement. This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the "**FAA**") to sell and convey the Premises to a third party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before September 25, 2018, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the "**Closing**") which shall occur fifteen (15) days after the last day of the Due Diligence Period described in Section 1.3 of this Agreement above, or after satisfaction of the contingency described in Section 1.4 of this Agreement above, whichever occurs last (the "**Closing Date**"), at the office of the Title Company in Champaign, Illinois. Provided, however, that in the event that the Closing Date does not occur on or before September 25, 2018, this Agreement shall be deemed null and void in accordance with Section 1.4 above. All keys, combinations and other similar items required to properly deliver possession and control of the Premises not previously delivered to Buyer shall be delivered to Buyer at Closing.

ARTICLE II

TITLE MATTERS

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a Commitment for Title Insurance issued by the Title Company committing the Title Company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Buyer shall be responsible for payment of the Owner's premium and Seller's search charges. The balance of the cost of providing title insurance shall also be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include the following (the "**Permitted Exceptions**"): the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises; all existing leases for all or any part of the Premises (the "**Existing Leases**"); and all applicable covenants and restrictions contained in the following: (i) that certain Airport Phase I Quit Claim Deed dated July 12, 2007 from the United States of America, acting by and through the Secretary of the Air Force (the "**Government**"), to the Village of Rantoul for Hangar 1 (the "**Hangar 1 Quit Claim Deed**"); (ii) that certain Airport Phase II Quit Claim Deed dated July 23, 2007 from the Government to the Village for 1 Aviation (the "**1 Aviation Deed**"); and (iii) that certain Quit claim Deed to be delivered to Seller from the Government for Hangars 2 and 3 (the "**Hangars 2 and 3 Quit Claim Deed**"), copies of which Existing Leases, Hangar 1 Quit Claim Deed and 1 Aviation Deed have been provided to or otherwise been made available to the Buyer and a copy of which Hangars 2 and 3 Quit Claim Deed shall be provided to Buyer within ten (10) business days after delivery thereof from the Government to Seller.

(b) Except for the Permitted Exceptions, Seller agrees that it will not further encumber the Real Estate in any manner that will affect title to the Real Estate.

(c) If title evidence discloses exceptions other than the Permitted Exceptions, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed; Other Deliveries.

(a) Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions. Such executed Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

(b) Upon Buyer's request at any time during the Due Diligence Period, Seller shall deliver to Buyer the following:

- (i) the form of the Special Warranty Deed and copies of all originals of the Existing Leases and any other contracts, licenses, permits and agreements pertaining to the Premises to the extent not previously delivered to Buyer under Section 1.3(a)(2) above;
- (ii) the form of Seller's assignment to Buyer of all of Seller's interest in the Existing Leases and all rent payable thereunder; and
- (iii) appraisals for each of the Premises.

Buyer shall have the right during the Due Diligence Period to approve each of the items described in parts (i) and (ii) above.

ARTICLE III

PRORATIONS, REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.3 shall survive the Closing.

Section 3.2. Proration of Rents. The proration of rents derived from the Existing Leases shall be prorated as of the day prior to the Commencement Date (as defined in the Existing Leases), with Seller being entitled to all such rent paid or owned to Seller prior to the Commencement Date (as defined in the Existing Leases) and Buyer being entitled to all rent accruing on and after the Commencement Date (as defined in the Existing Leases); provided, however, that Buyer shall be entitled to receive the rent for Hangar 1 payable to the Village for the months of May and June, 2018 in the amount of \$12,129.18 per month, with the payment for May, 2018 having been previously made by the Seller and the payment for June, 2018 Seller agrees to pay to Buyer on the Effective Date of this Agreement. Buyer agrees to repay to Seller the total amount paid for both months of May and June, 2018, in the event Closing does not occur.

Section 3.3. Taxes and Assessments. All real estate taxes accruing from and after the Commencement Date as provided in the Lease shall be paid by Buyer. All special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. Such special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Section 3.4. Casualty and Condemnation. If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the provisions of Sections 7.5 or 7.6 of the Lease shall apply.

Section 3.5. Realtor Commission. Buyer agrees to pay at Closing or to reimburse Seller for such part of the real estate commission otherwise payable by Seller that is attributable to the sale of 1 Aviation in an amount equal to four percent of the \$1,750,000 sales price of 1 Aviation.

ARTICLE IV **DEFAULT**

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a “**Default**” under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the “**Non-Defaulting Party**”) may serve written notice of the Default upon the other party (the “**Defaulting Party**”), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement.

ARTICLE V **MISCELLANEOUS PROVISIONS**

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or

against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

With a copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494
- (ii) In the case of Buyer, to:
John Van Der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 5.8. Assignment. Buyer agrees that he shall not sell, assign or otherwise transfer any of his rights and obligations under this Agreement to any party other than to an entity having common ownership with the Buyer without the prior written consent of the Seller, which shall not be unreasonably denied. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Seller, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Seller's prior written consent, shall be effective or binding on the Seller, however, unless and until the Buyer delivers to the Seller a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the assignee.

Section 5.9. Successors in Interest. Subject to Section 5.8 above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS, AS SELLER**

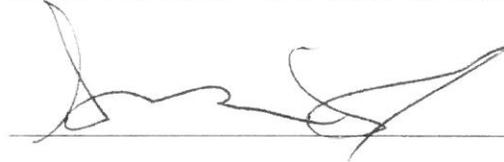
By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

JOHN VAN DER VELDE, AS BUYER



Date: July 25, 2018

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

| | | |
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| AGENDA ITEM | PAGE | OF |
|--------------------|-------------|-----------|

| | |
|---|---------------------------------|
| ITEM: Electric Interconnection Policy Terms & Conditions and Net Metering Policy Updates | DEPARTMENT: Public Works |
| AGENDA SECTION: | AMOUNT: |
| ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS | DATE: July 8, 2018 |

SUMMARY HIGHLIGHTS:

This Agenda Item provides for updating the Electric Interconnection Policy Terms & Conditions and the Net Metering Policy in managing requests for the installation of local renewable, on-site generation. These represent the Village’s guidelines and criteria in allowing and managing resident’s requests for installing solar or wind electrical generating facilities on/at their homes. This generation is meant to provide for their *own personal* household use (rated capacity of up to 10kw, but should be sized to be no larger than the last 12 months of usage), while still retaining the convenience, reliability and service of the electric grid (transmission & distribution systems).

The detailed application for customer/operator contacts, equipment information, and verification testing is an effort to ensure proper installation and operation of the facility and to ensure the safety of the customer, residents and Village staff (electric personnel and emergency responders).

The Village’s current policies were approved in 2015 and copies are included for reference. A few items of interest, proposed changes, or items needing additional clarification include the following:

- The policy maintains the 10kW renewable generating facility limitation for residential installation, but has been updated to allow for the inclusion of commercial and industrial accounts up to 20 kW capacity. Any generating facility request greater than these limits, will need to be considered on a case-by-case basis.
- The policy will now addresses solar installations at multi-unit residential and commercial buildings. All units must be on the same account and qualify as a single customer. For billing purposes, the building owner will be the customer and the utility cannot be responsible to allocate net metering to individual accounts in a multi-unit residential or commercial building.
- The policy preserves the system wide limit on installed capacity at 2% of the previous calendar year’s system peak.
- The customer is required to complete an application as well as an interconnection agreement.

RECOMMENDED ACTION: Authorize the approval for updating the Village of Rantoul Electric Interconnection Policy Terms & Conditions and Net Metering Policy.

| | |
|--|---|
| DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  | VILLAGE ADMINISTRATOR:  |
|--|---|

AGENDA PAGE NUMBER:

BACKGROUND/DISCUSSION CONT:

- The application form ensures the utility will have contacts for emergency and after-hours situations. The form also includes a certificate of completion for when an installation is complete and has obtained final electric inspection.
- The interconnection agreement provides protections for the following:
 - Ensuring systems are not over-sized;
 - Inspections, testing and determining the proper interconnection with the electric distribution system;
 - Compliance with all safety standards, such as IEEE and UL1741;
 - Access to the disconnect switch and metering equipment;
 - Metering, disconnection and termination;
 - Indemnification, insurance and limitation of liability.
- As a general rule, the size limitation of a residential system shall be limited to 90% of the prior years' annual consumption.
- Any energy generated by the customer in *excess* of the energy *consumed* by the customer's loads will be carried forward to the customer's next billing period. The credits (based on the avoided cost for net metering) can be carried forward for up to a year (previously limited to 3 months) but will end with the customer's April monthly billing period (coincide with the Village's fiscal year). At that time, any surplus credits will be surrendered and the account balance zeroed out. No payments for or credit transfers for excess energy is proposed.
- Costs which the Village incurs associated with the net metering program shall be borne by the participants in the net metering program; provided, however, that such costs shall be capped at \$1,000 to each qualifying customer interconnecting facilities of 10kW or less. For facilities greater than 10kW, all costs associated with the program shall be borne by the participant.
- A Distribution System Utilization monthly fee (\$15.00 per month for residential and single phase commercial accounts) is to ensure the customer pays a share of the costs of maintenance and improvements to the distribution system.

Copies of the proposed policies and the original ordinance is provided for reference.

AGENDA PAGE NUMBER:

Village of Rantoul Net Metering Policy

July 2018

Section 1: The Village of Rantoul shall make available, upon request, net metering service to any customer taking electric service from the Village of Rantoul and who meets the requirements set forth in this policy. For purposes of this policy “net metering” means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term “customer” only refers to the building owner and any usage by the owner. The Village of Rantoul cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project begins construction, the customer must complete the attached application form and receive approval from the Village of Rantoul Inspection & Public Works Departments. Before the project’s in-service date, the contractor must complete and deliver the attached Certification of Completion to Village of Rantoul Inspection Department.

Section 2: For purposes of this policy, an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the Village of Rantoul to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by the Village of Rantoul Interconnection Standards currently in place.

Section 4: Subject to the limitations set forth herein, the Village of Rantoul shall make net metering service available upon request to any Rantoul residential electric customer with a qualifying generating facility of 10 kW capacity or less. For commercial and industrial accounts, the limit will be 20 kW or 50% of their consumption whichever is lower.

Section 5: Any generating facility greater than the limits in Section 4, but less than 1 MW shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Director of Public Works.

Section 6: Notwithstanding the provisions in Sections 4 & 5, the Village of Rantoul reserves the authority to limit the size of a customer net metered installation to a size such that the electrical output will not, as a matter of routine operation, exceed the electric load

of the structure on which it is installed. As a general rule, the size limitation of a residential system shall be limited to 90% of the prior year's annual kWh consumption.

Section 7: Total net metered capacity interconnected under this policy for the Village of Rantoul system shall not exceed 2% of the system's peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the 2% level, those existing net metered customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as the system peak grows such that net metered capacity is again no greater than 2% of the system's peak.

Section 8: Energy generated by the customer-owned generator will offset the energy required by the customer's load during the billing period. For any energy generated by the customer in excess of the energy required by the customer's loads for a given billing period a credit (based on the retail avoided cost for net metering) shall be carried forward to the customer's next billing period. In no case shall credits for excess energy be carried forward for a period greater than twelve (12) consecutive monthly Billing Periods ending on the last day of the Customer's April monthly Billing Period. At that time, any surplus credits will be surrendered and the account balance zeroed out. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. Under no circumstances will there be payments, or credit transfers for excess energy.

Section 9: Any costs the Village of Rantoul incurs associated with the net metering program, including but not limited to changes in metering (to include installation of a bi-directional meter), other physical facilities or billing-related costs, shall be born by the participants in the net metering program provided however that such costs shall be capped at \$1,000 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the program shall be born by the participant.

Section 10: In addition to the cost referenced in Section 9, the Village will charge a Distribution System Utilization fee of (\$15.00 per month for residential and single phase commercial accounts smaller than 20kW, the monthly fee for any other system will be determined when considering the installation itself) to ensure all customers pay a share of the costs of maintenance and improvements to the distribution system. This fee is exclusive to customers who receive net metering services under this policy and represents the non-bypassable costs associated with maintaining the distribution system that backs up net metered generation.

Section 11: The Village of Rantoul shall develop such documents as needed to implement this policy.

Village of Rantoul Net Metering Policy

July 2018

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Section 11: The Village of Rantoul shall develop such documents as needed to implement this policy.

Village of Rantoul
Terms and Conditions for Interconnection
July 2018

The Village of Rantoul shall make available, upon request, interconnection services to any customer taking electric service from the Village of Rantoul and who meets the requirements set forth in these guidelines. Interconnection services in this ordinance/policy refers to on-site generating facilities connected to the Village of Rantoul's electric distribution system in a manner which will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the Village of Rantoul's electric distribution system.

Guidelines for interconnecting to the Village of Rantoul's Public Works Electric Distribution System ("utility") are as follows:

- 1) **Construction of the Distributed Generation Facility.** The interconnection customer may proceed to construct (including operational testing not to exceed two (2) hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the Village of Rantoul.

- 2) **Final Interconnection and Operation.** The interconnection customer may operate the distributed generation facility and interconnect with the Village of Rantoul's Public Works electric distribution system after all of the following have occurred:
 - a) **Electrical Inspection:** Upon completing construction, the interconnection customer shall cause the distributed generation facility to be inspected by the local electrical inspection authority, who shall establish that the distributed generator facility meets local code requirements.

 - b) **Certificate of Completion:** The interconnection customer shall provide the utility with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection customer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.

 - c) The utility, at its discretion, has completed its witness test as per the following:
 - i) Within ten (10) business days of the commissioning date, the Village of Rantoul must, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and that all electrical connections and metering have been made in accordance with the applicable codes.

 - ii) If the utility does not perform the witness test within the ten (10) business days after the commissioning date or such other time as is mutually agreed to by the Parties, the witness test is deemed waived unless the utility cannot do so for good cause. In these cases, upon utility request, the

interconnection customer shall agree to another date for the test within ten (10) business days after the original scheduled date.

- 3) **Compliance.** The distributed generation facility shall be installed, operated and tested in accordance with the requirements of UL 1741 and The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems." Photovoltaic installations must comply with Article 690, Solar Photovoltaic Systems, of the National Electric Code. All interconnection related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed at a minimum of every three (3) years. Periodic test reports shall be maintained and submitted to the Village of Rantoul Public Works Department.
- 4) **Access.** The Village of Rantoul shall have direct, unabated access to the disconnect switch and metering equipment of the distributed generation facility at all times. The disconnect switch shall be clearly labeled and installed within 2 feet of the meter. The utility shall provide forty-eight (48) hours notice to the customer prior to using its right of access except in emergencies.
- 5) **Metering.** Any required metering shall be installed at the customer's expense.
- 6) **Disconnection.** The utility may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a) For scheduled outages, provided that the distributed generation facility is treated in the same manner as utility's load customers;
 - b) For unscheduled outages or emergency conditions;
 - c) If the distributed generation facility does not operate in the manner consistent with this Agreement;
 - d) Improper installation or failure to pass the witness test;
 - e) If the distributed generation facility is creating a safety, reliability or a power quality problem; or
 - f) The interconnection equipment used by the distributed generation facility is delisted by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.

- 7) **Indemnification.** The interconnection customer shall indemnify and defend the village, utility and the directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement. The utility shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the utility's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 8) **Insurance.** The interconnection customer shall provide the utility with proof that it has a current homeowner's insurance or commercial building insurance policy, or other general liability policy, and, when possible, the interconnection customer shall name the utility as an additional insured on its homeowner's insurance or commercial building insurance policy, or similar policy covering general liability.
- 9) **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 10) **Termination.** This Agreement may be terminated under the following conditions:
 - a) By interconnection customer - The interconnection customer may terminate this Agreement by providing written notice to the utility. If the interconnection customer ceases operation of the distributed generation facility, the interconnection customer must notify the utility.
 - b) By the utility - The utility may terminate this Agreement if the interconnection customer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection customer receives notice of its violation from the utility.
- 11) **Modification of Distributed Generation Facility.** The interconnection customer must receive written authorization from the utility before making any changes to the distributed generation facility that could affect the utility's distribution system. If the interconnection customer makes such modifications without the utility's prior written authorization, the utility shall have the right to disconnect the distributed generation facility immediately.
- 12) **Permanent Disconnection.** In the event the Agreement is terminated, the utility shall have the right to disconnect its facilities or direct the interconnection customer to disconnect its distributed generation facility.

- 13) **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the Village of Rantoul as well as the laws of the State of Illinois. Nothing in this Agreement is intended to affect any other agreement between the utility and the interconnection customer.
- 14) **Survival Rights.** This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- 15) **Assignment/Transfer of Ownership of the Distributed Generation Facility.** This Agreement shall terminate upon the transfer of ownership of the distributed generation facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the utility in writing prior to the transfer of ownership.
- 16) **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Use the contact information provided in the interconnection customer's application. The interconnection customer is responsible for notifying the utility of any change in the contact party information, including change of ownership.

If to utility:

Use the contact information provided below. The utility is responsible for notifying the interconnection customer of any change in the contact party information.

Name: _____

Mailing Address: _____

Village: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____

E-Mail Address: _____

**Village of Rantoul Standard Distributed Generation
Interconnection Request Application Form
(Lab-Certified) Inverter-Based Distributed Generation Facilities 20 kW and Smaller**

1. Interconnection Applicant Contact Information

Customer Name: _____
Primary Contact: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____

Additional Contact Information (if different from primary contact)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____

2. Equipment Vendor

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____

3. Electrical Contractor (if different from Equipment Vendor)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

Contractor License number: _____

Active License? Yes No

Registered with Municipality? Yes No

Is the Interconnection Customer requesting Net Metering?

Yes No

4. Distributed Generation Facility (“Facility”) Information

Facility Address: _____

City: _____ State: _____ Zip Code: _____

Village of Rantoul serving Facility site: _____

Account Number of Facility site: _____

Inverter Manufacturer: _____ Model: _____

Is the inverter lab-certified as that term is defined in the Illinois Distributed Generation Interconnection Standard? Yes No

(If yes, attach manufacturer’s technical specifications and label information from a nationally recognized testing laboratory.)

Generation Facility Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Prime Mover: Photovoltaic Turbine

Energy Source: Solar Wind

In-Service Date: _____

(If the In-Service Date changes, the interconnection customer must inform the utility as soon as it is aware of the changed date.)

5. Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification, and should be carefully considered by the interconnection customer. The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner’s insurance. Whenever possible, the interconnection customer shall name the Village of Rantoul as an additional insured on its homeowner’s insurance policy, or similar policy covering general liability.

6. Customer Signature

I hereby certify that: (1) I have read and understand the terms and conditions which are attached hereto by reference; (2) I hereby agree to comply with the attached terms and conditions; and (3) to the best of my knowledge, all of the information provided in this application request form is complete and true.

Applicant Signature: _____ Date: _____

Name: _____ Title: _____

.....

7. Conditional Agreement to Interconnect Distributed Generation Facility

By its signature below, the (utility) has determined the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the attached terms and conditions of this Agreement, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful witness test.

Village of Rantoul Representative Signature: _____

Name: _____

Title: _____ Date: _____

Interconnection Request Application Form
Generation Facilities 20 kW to 1mW

Interconnection Applicant Contact Information

Customer Name: _____
Primary Contact: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____

Alternative Contact Information (if different from Primary Contact Information)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____

Facility Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Village of Rantoul serving Facility site: _____
Account Number of Facility site (existing utility customers): _____
Inverter Manufacturer: _____ Model: _____

Equipment Vendor

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____

Electrical Contractor (if different from Equipment Vendor)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ E-Mail Address: _____
License number: _____

Electric Service Information for Customer Facility Where Generator Will Be

Interconnected

Capacity: _____ (Amps) Voltage: _____ (Volts)
Type of Service: Single Phase Three Phase
If 3 Phase Transformer, Indicate Type:
Primary Winding Wye Delta
Secondary Winding Wye Delta
Transformer Size: _____ Impedance: _____

Intent of Generation

Offset Load (Unit will operate in parallel, but will not export power to utility)
Net Meter (Unit will operate in parallel and will occasionally export power into the distribution system)

Generator & Prime Mover Information

| | | |
|--|------------------|-----------------|
| ENERGY SOURCE (Wind and Solar): _____ | | |
| ENERGY CONVERTER TYPE (Wind Turbine, Photovoltaic Cell,): _____ | | |
| GENERATOR SIZE: | NUMBER OF UNITS: | TOTAL CAPACITY: |
| | | |
| GENERATOR TYPE (Check one): _____ | | |

Distributed Generation Facility Information

In-Service Date: _____

List interconnection components/systems to be used in the distributed generation facility which are lab-certified.

| Component/System | NRTL Providing Label & Listing |
|------------------|--------------------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

Please provide copies of manufacturer brochures or technical specifications.

Energy Production Equipment/Inverter Information

Synchronous Induction Inverter Other _____
 Rating: _____ kW Rating: _____ kVA
 Rated Voltage: _____ Volts
 Rated Current: _____ Amps
 System Type Tested (Total System):
 Yes No; attach product literature

Additional Information For Inverter-Based Facilities

Inverter Information:

Manufacturer: _____ Model: _____
 Type: Forced Commutated Line Commutated
 Rated Output: _____ Watts _____ Volts
 Efficiency: _____ % Power Factor: _____ %
 Inverter UL 1741 Listed: Yes No

DC Source / Prime Mover:

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Open Circuit Voltage (if applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (if applicable): _____ Amps

Other Facility Information:

One Line Diagram attached: Yes

Plot Plan attached: Yes

Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification, and should be carefully considered by the interconnection customer. The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner’s insurance. Whenever possible, the interconnection customer shall name the Village of Rantoul as an additional insured on its homeowner’s insurance policy, or similar policy covering general liability.

Customer Signature

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: _____

Printed Name: _____ Title: _____

Title: _____ Date: _____

Village of Rantoul Acknowledgement

Receipt of the application fee is acknowledged and this interconnection request is complete.

Village of Rantoul Representative Signature: _____

Name: _____

Title: _____ Date: _____

Certificate of Completion

To be completed and returned to the Village of Rantoul Inspection Department when installation is complete and final electric inspector approval has been obtained*

Interconnection Customer Information

Customer Name: _____

Primary Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

Installer

Check if owner-installed

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

Final Electric Inspection and Interconnection Customer Signature

The distributed generation facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The interconnection customer acknowledges that it shall not operate the distributed generation facility until receipt of the final acceptance and approval by the utility as provided below.

Signed: _____ Date: _____

(Signature of interconnection customer)

Printed Name: _____

Check if copy of signed electric inspection form is attached

Check if copy of as built documents is attached (projects larger than 10 kVA only)

.....

Acceptance and Final Approval for Interconnection (for utility use only)

The interconnection agreement is approved and the distributed generation facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by utility:

Utility waives Witness Test? (Initial) Yes () No ()

If not waived, date of successful Witness Test: _____ Passed: (Initial) _____

Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

* Prior to interconnected operation, the interconnection customer is required to complete this form and return it to the utility.

- REFERENCE -

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

| | |
|--------------------|-------------------------------|
| AGENDA ITEM | PAGE ___ OF ___ |
|--------------------|-------------------------------|

| | |
|---|--------------------------------------|
| ITEM: Electric Interconnection Policy & Net Metering Policy | DEPARTMENT: Public Works |
| AGENDA SECTION: | AMOUNT: |
| ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS | DATE: June 18, 2015 |
| <p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item seeks to create a formal Electric Interconnection Policy and a Net Metering Policy to address local customer enquiries regarding the installation of renewable on-site generation. Typical requests will involve a customer’s interest in solar, wind, or other eligible renewable electrical generating facility with a rated capacity of up to 10kw.</p> <p>The formats of these policies follow the templates and general requirements of the Village’s purchasing contract with the Illinois Municipal Electric Agency (IMEA).</p> <p>Following the utility rate reviews completed by Utility Financial Solutions in early 2015, Public Works further enlisted this team’s experience in determining the Village’s potential “avoided costs” in order to appropriately credit a customer for energy generated and used that would off-set a purchase from the distribution system or that might feed back onto the system. A copy of the Monthly Net Metering Credit is attached and would be incorporated into the general utility rate sheets and reviewed in conjunction with future rate reviews.</p> <p>There were three (3) methods evaluated for the metering credit. They were as follows: a “Time-of-Use” based; a “Seasonal Average” based (summer & winter); and an Annual Average Based (calendar year). While all three are recommended for approval, the Seasonal Average approach appears to be the method that offers the more straightforward implementation at this time.</p> <p>(Definitions of the various terms associated with these topics are provided for your reference.)</p> | |
| <p>RECOMMENDED ACTION: Authorize the approval to establish a formal Village of Rantoul Electric Interconnection Policy & Net Metering Policy and to establish the “avoided cost” for a net metering credit.</p> | |
| <p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p> | <p>VILLAGE ADMINISTRATOR:</p> |
| <p>AGENDA PAGE NUMBER:</p> | |

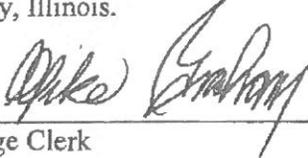
ORDINANCE NO. 2435

AN ORDINANCE
SUPPLEMENTING THE SCHEDULE OF CHARGES,
FEES AND RATES FOR ELECTRIC SERVICE AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE

VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 14th day of July, 2015, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.



Village Clerk

ORDINANCE NO. 2435

AN ORDINANCE
SUPPLEMENTING THE SCHEDULE OF CHARGES,
FEES AND RATES FOR ELECTRIC SERVICE AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE

WHEREAS, as provided in ARTICLE II, UTILITY SERVICE RULES AND REGULATIONS, of CHAPTER 40, of the Rantoul Code, the applicable charges, fees and rates for each of the public utility facilities of the Village of Rantoul, Champaign County, Illinois (the "Village"), including any for the electric, natural gas, water and wastewater systems, are to be set forth in a Schedule of Charges, Fees and Rates determined from time to time by the President and Board of Trustees (the "Corporate Authorities") of the Village in a separate ordinance.

WHEREAS, under and pursuant to Ordinance No. 2218, passed and approved on February 9, 2010, the Corporate Authorities of the Village established such Schedule of Charges, Fees and Rates; and

WHEREAS, under and pursuant to Ordinance No. 2419, passed and approved on April 14, 2015, the Corporate Authorities of the Village amended the Schedule of Charges, Fees and Rates to establish new charges, fees and rates for ELECTRIC SERVICE; and

WHEREAS, the Corporate Authorities of the Village now find it necessary and desirable to supplement the provisions under the caption of ELECTRIC SERVICE in the Schedule of Charges, Fees and Rates, as most recently established under and pursuant to Ordinance No. 2419.

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

Section 1. Adoption of Amendment. The provisions under the caption of ELECTRIC SERVICE in the Schedule of Charges, Fees and Rates be and the same is hereby supplemented to add the Interconnection Policy and the Net Metering as set forth in the attached provisions which are incorporated herein by this reference thereto.

Section 2. Effective Date. This Ordinance shall become effective on August 1, 2016, following its passage, approval and publication as required by law and shall apply to all electric service charges, fees and rates as set forth in the Schedule of Charges, Fees and Rates on and after such date.

Section 3. 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 on the date set forth below.

PASSED this 14th day of July, 2015.



Village Clerk

APPROVED this 14th day of July, 2015.



Charles Smith
Village President

Village of Rantoul Interconnection Policy

June 2015

Section 1: The Village of Rantoul shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this policy refers to on-site generating facilities connected to the Village of Rantoul's electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto Village of Rantoul's electric distribution system.

Section 2: Guidelines for interconnecting to the Village of Rantoul's electric distribution system are as follows;

- a. Only generating facilities that have been approved by the Director of Public Works shall be interconnected with Village of Rantoul's electric distribution system.
- b. Interconnection Services shall only be available to premises with aggregated total generation at a single customer site of less than 1 MW.
- c. All interconnections shall comply with IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (IEEE 1547) as they may be amended from time to time.
- d. The Village of Rantoul is under no obligation to purchase energy supplied to the Village of Rantoul's electric distribution system under this standard. This does not preclude the customer meeting applicable standards that would allow the customer to supply power onto the Village of Rantoul's electric distribution system and receive credit for such energy under the Village's Net Metering Policy.
- e. If the customer qualifies under the Interconnection standard but does not qualify under the Net Metering Policy then any energy delivered to the Village of Rantoul's electric distribution system shall be surrendered to the system with no value. The Village of Rantoul will install a meter that will not provide any credit for energy delivered to the Village of Rantoul's electric distribution system and the customer will pay for any costs associated with the meter change.
- f. Customers will comply with all other applicable Village and utility standards for interconnection.
- g. Capacity of 10 kW or less and interconnected to the Village of Rantoul's electric distribution system shall comply with IEEE 1547 section 5.5, periodic Interconnection tests. All interconnection related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed at a minimum of every three (3) years. Periodic test reports shall be maintained and submitted to the Village of Rantoul's Public Works Department.
- h. Systems of greater than 10 kW shall perform all interconnection-related protective functions and associated battery testing on an annual basis. All test reports shall be submitted to the Village of Rantoul's Public Works Department following completion of the annual testing.

Section 3: The Village of Rantoul shall develop such documents as needed to implement this policy.

Village of Rantoul Net Metering Policy

June 2015

Section 1: The Village of Rantoul shall make available, upon request, net metering service to a customer taking service from the Village of Rantoul and who meets the requirements set forth in this policy. For purposes of this policy “net metering” means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy.

Section 2: For purposes of this policy, an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable generation, such as sources fueled by landfill methane, fuel cells, or micro turbines fueled by renewable fuels shall be considered on a case by case basis. In all cases, facilities interconnected must be deemed to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by the Village of Rantoul Interconnection Standards.

Section 4: Subject to the limitations set forth herein, the Village of Rantoul shall make net metering service available upon request to the Village of Rantoul electric customer with a qualifying generating facility of 10 kW capacity or less.

Section 5: Any generating facility greater than 10 kW but less than 1 MW shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Director of Public Works.

Section 6: Total net metered load for the Village of Rantoul distribution system shall not exceed two percent (2%) of the system’s peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net metered load exceeds the two percent (2%) level, those existing net metered customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as load grows such that net metered load is again no greater than two percent (2%) of the system’s peak.

Section 7: Energy generated by the customer-owned generator will offset the energy required by the customer’s load during the billing period. For any Energy generated by the customer in excess of the energy required by the customer’s loads for a given billing period a credit shall be carried forward to the customer’s next billing period. In no case shall credits for excess energy be carried forward for a period greater than three billing periods.

Section 8: For qualifying generating facilities, billing will be offset at the Village of Rantoul distribution system's rates for avoided cost. Under no circumstances shall energy be compensated for in any way other than as an offset on the customers' bill.

Section 9: Any costs the Village of Rantoul distribution system incurs associated with the net metering program, including but not limited to changes in metering, other physical facilities or billing-related costs, shall be born by the participants in the net metering program provided however that such costs shall be capped at \$1,000 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the program shall be born by the participant.

Section 10: The Village of Rantoul shall develop such documents as needed to implement this policy.

Village of Rantoul - Electric Utility
Determination of Monthly Net Metering Credit
 (Inputs are required only in cells with red text)

Monthly Power Cost Adjustment Calculation

| | | | |
|---------------------|--------------------|-----------------------|-------------|
| Power Costs Average | 0.07983 kWh | COS Power Supply Cost | 13,274,218 |
| Base PCA (current) | 0.04480 kWh | COS kWh Retail Sales | 166,285,928 |
| PCA | 0.03502 kWh | | |

① **Net Metering Credit: TOU Based**

| | Time of Use Option (less PCA) | | | Time of Use Option (with PCA) | | |
|-----------------|-------------------------------|-----------|-----------|-------------------------------|-----------|-----------|
| | Wind | Solar | Baseload | PCA Adjustment | | |
| Summer On-Peak | \$ 0.0663 | \$ 0.0663 | \$ 0.0663 | \$ 0.1013 | \$ 0.1013 | \$ 0.1013 |
| Summer Off Peak | 0.0188 | 0.0188 | 0.0188 | 0.0538 | 0.0538 | 0.0538 |
| Winter On Peak | 0.0453 | 0.0453 | 0.0453 | 0.0804 | 0.0804 | 0.0804 |
| Winter Off Peak | 0.0120 | 0.0120 | 0.0120 | 0.0470 | 0.0470 | 0.0470 |

② **Net Metering Credit: Seasonal Average Based**

| | Wind | Solar | Baseload |
|--------|-----------|-----------|-----------|
| Summer | \$ 0.0732 | \$ 0.0918 | \$ 0.0737 |
| Winter | 0.0623 | 0.0757 | 0.0635 |
| | ↑ | ↑ | |

③ **Net Metering Credit: Annual Average Based**

| | Wind | Solar | Baseload |
|-----------------------|-----------|-----------|-----------|
| Annual Credit per kWh | \$ 0.0655 | \$ 0.0816 | \$ 0.0671 |

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

TITLE 83: PUBLIC UTILITIES
CHAPTER I: ILLINOIS COMMERCE COMMISSION
SUBCHAPTER c: ELECTRIC UTILITIES
PART 465 NET METERING
SECTION 465.5 DEFINITIONS

Section 465.5 Definitions

Terms defined in Section 16-102 of the Public Utilities Act (Act) [220 ILCS 5/16-102] shall have the same meaning for purposes of this Part as they have under Section 16-102 of the Act, unless further defined in this Part.

"Annual period" means the period of 12 consecutive monthly billing periods ending on the last day of either the net metering customer's April monthly billing period or its October monthly billing period, whichever was selected by the customer in connection with its application for net metering.

"Avoided costs" means the incremental costs to the electricity provider of electric energy or capacity or both, which, but for the purchase from an eligible customer, the electricity provider would generate itself or purchase from another source.

"Electric utility" means a public utility, as defined in Section 5/3-105 [220 ILCS 5/3-105] of the Act, that has a franchise, license, permit or right to furnish or sell electricity or light, except when used solely for communications purposes, to retail customers within a service area, as both of these terms are defined in Section 5/16-102 of the Act.

"Electricity provider" means an electric utility, whether providing services within or outside of its service area, or an alternative retail electric supplier.

"Eligible customer" or "customer" means a retail customer that owns or operates a solar, wind, or other eligible renewable electrical generating facility with a rated capacity of up to 2,000 kilowatts that is located on the customer's premises and is intended primarily to offset the customer's own electrical requirements.

"Eligible renewable electrical generating facility" means a generator up to 2,000 kilowatts powered by solar electric energy, wind, dedicated crops grown for electricity generation, anaerobic digestion of livestock or food processing waste, fuel cells or microturbines powered by renewable fuels, or hydroelectric energy.

"Net electricity metering" or "net metering" means measurement during the billing period applicable to an eligible customer of the net amount of electricity supplied by an electricity provider to the customer's premises or provided to the electricity

provider by the customer.

"Net purchaser of electricity" means that the total amount of generation produced by the customer is less than the customer's total usage during the applicable billing period.

"Net seller of electricity" means that the total amount of generation produced by the customer is greater than the customer's total usage during the applicable billing period.

"Time of use rate" means any contract or tariff under which the kWh price for electric power and energy supply is not uniform over all of the hours in a billing period.