



**Rantoul Village Board of Trustees
Special Board Meeting
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building**

**August 7, 2018
Immediately following Study Session at 6:00 pm**

Order of Business

Board Packet Page(s)

1. Call to Order – Mayor Smith
Roll Call
2. 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.
3. Motion to pass [CD Resolution No. 294](#), re Annual [CDGB Budget](#)/HUD Action Plan
4. Motion to authorize and approve [Second Amendment](#) to Sales Agreement for 735, 801 and 909 Pacesetter Dr. (Hangars 1, 2 & 3 and 1 Aviation Center Dr.)
5. Motion to authorize and approve Construction [Engineering Contract](#) with Burns & McDonnell for Taxiway E Reconstruction - \$104,412.70
6. Motion to authorize and approve Construction Contract with [Cross Construction](#) For Taxiway E Reconstruction - \$880,295.48
7. Motion to Adjourn

Statement Regarding 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 with hearing difficulties may obtain auxiliary hearing aids available at each meeting upon request. Persons requiring additional assistance regarding accessibility issues should contact the Village Administrator's office at (217) 893-1661, x. 202. TTY users should call the Illinois Relay Center at 1-800-526-0844.

**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

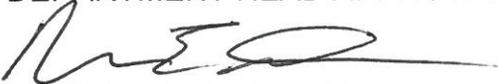
ATTEST:

Mike Graham
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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

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

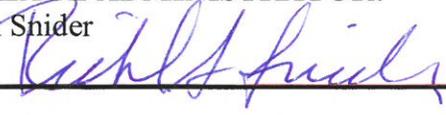
The recommended funding for each of the social service grants is as follows:

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:

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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**

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



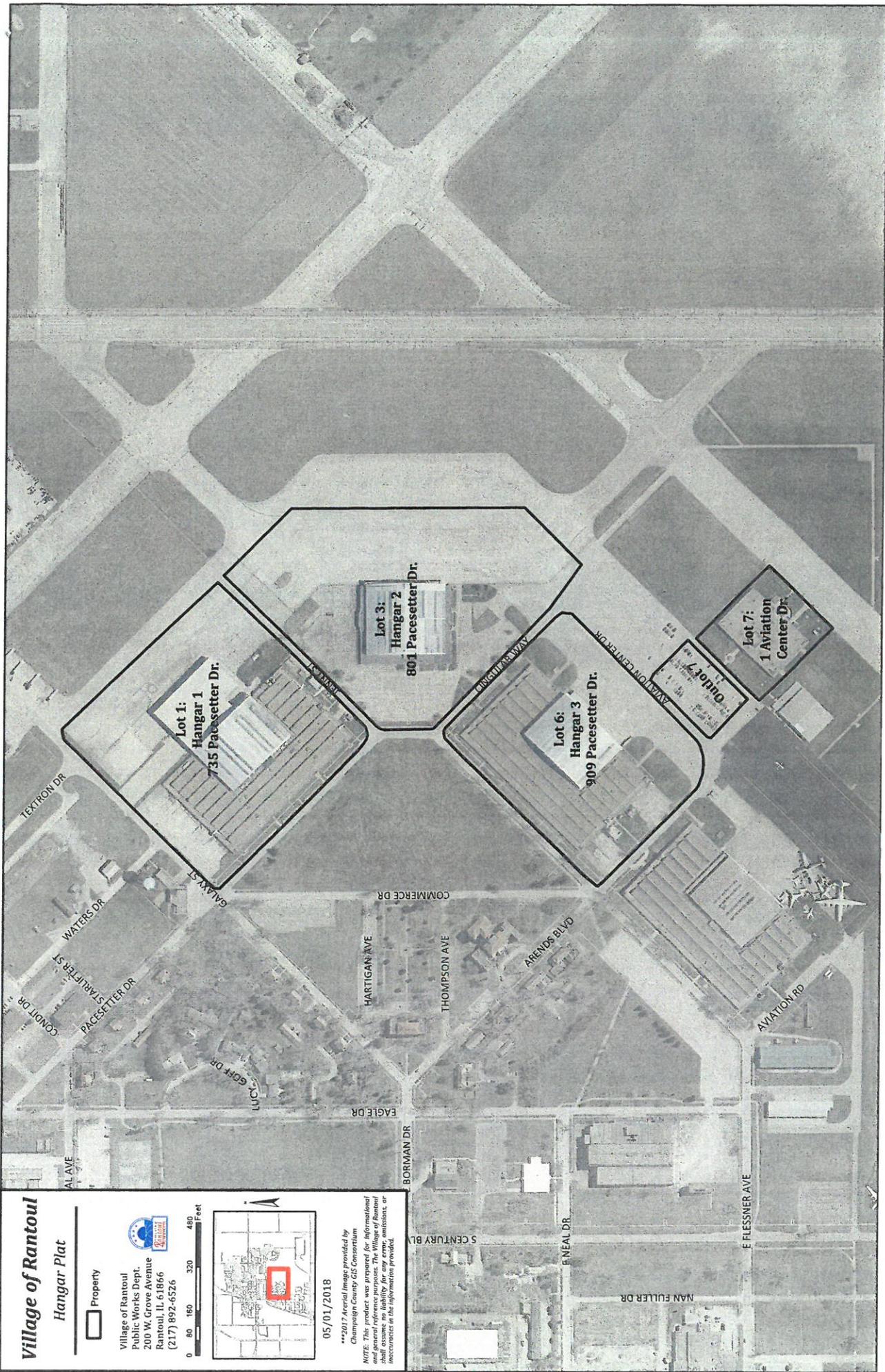
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



05/01/2018

Aerial images provided by
Chromagis 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 ____
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:	

**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**

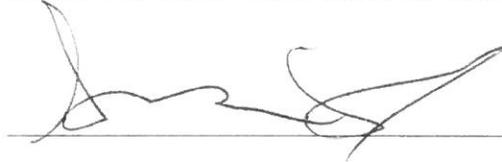
By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

JOHN VAN DER VELDE, AS BUYER

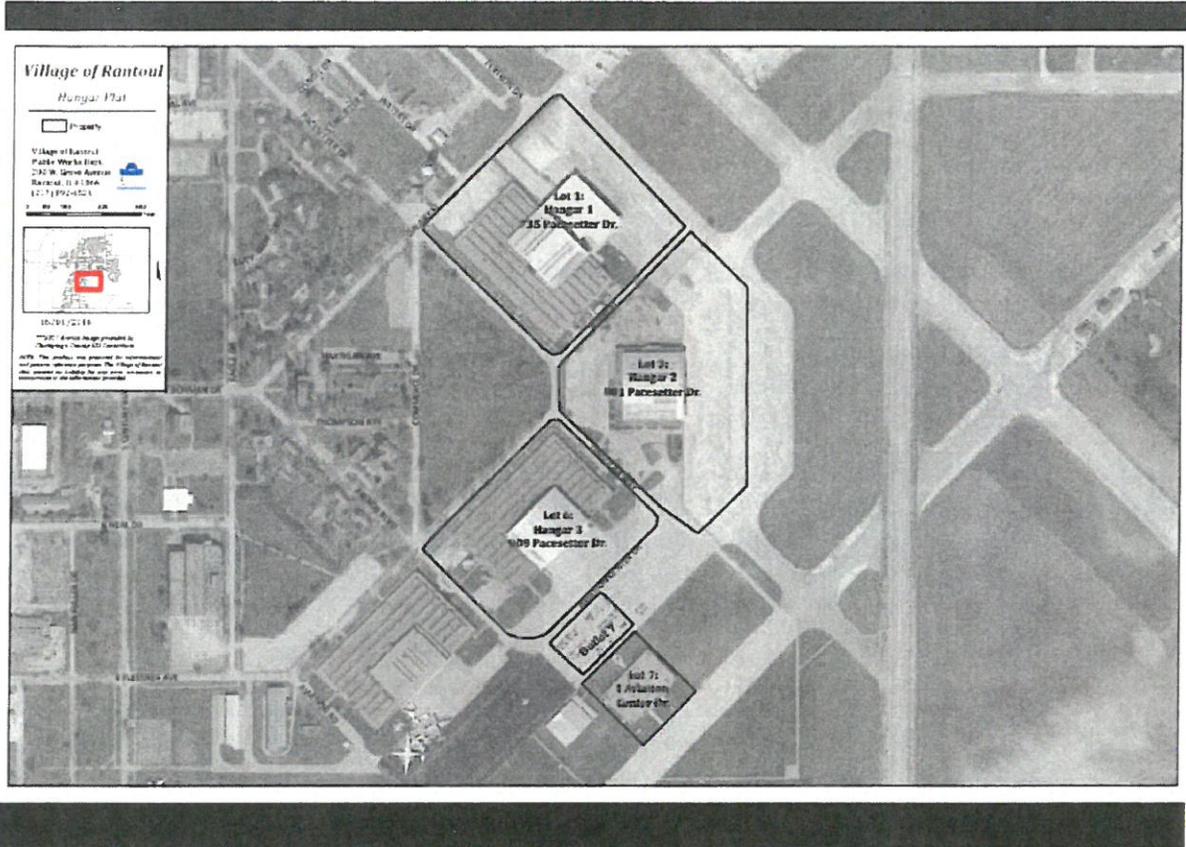


Date: July 25, 2018

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Depiction of the Premises



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

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
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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.

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

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
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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.

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

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

DRAFT

**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

 X Corporation

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

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

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

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

Firm Name: _____

Subcontract Amount (\$): _____

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

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

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

Q. DISCRIMINATION

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

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

R. DUES/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)

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	_____	_____	_____
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>Period</u>	<u>To Date</u>	<u>Billing</u>
(1) Direct Salaries _____ Include all information per ATTACHMENT I (EFFORT DETAIL BREAKDOWN)	\$ _____	\$ _____
(2) Labor and General and Administrative Overhead (_____ %)	\$ _____	\$ _____
(3) Direct Non-Salary Expenses (OT Premium) _____ Support documentation must accompany all payment requests of direct non-salary expenses.	\$ _____	\$ _____
(4) Profit – (Fixed Payment \$ _____ x _____ % Complete)	\$ _____	\$ _____
(5) SUBTOTAL (1) – (4)	\$ _____	\$ _____
(6) Outside Services _____	\$ _____	\$ _____

TOTAL AMOUNT EARNED TO DATE: (5) + (6) _____ \$ _____
Maximum Payable (per Engineering Agreement) _____ \$ _____
Estimated total cost to complete project (for billings after 50%) _____ \$ _____
Less Total Amount(s) Previously Invoiced _____ \$ _____
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 _____

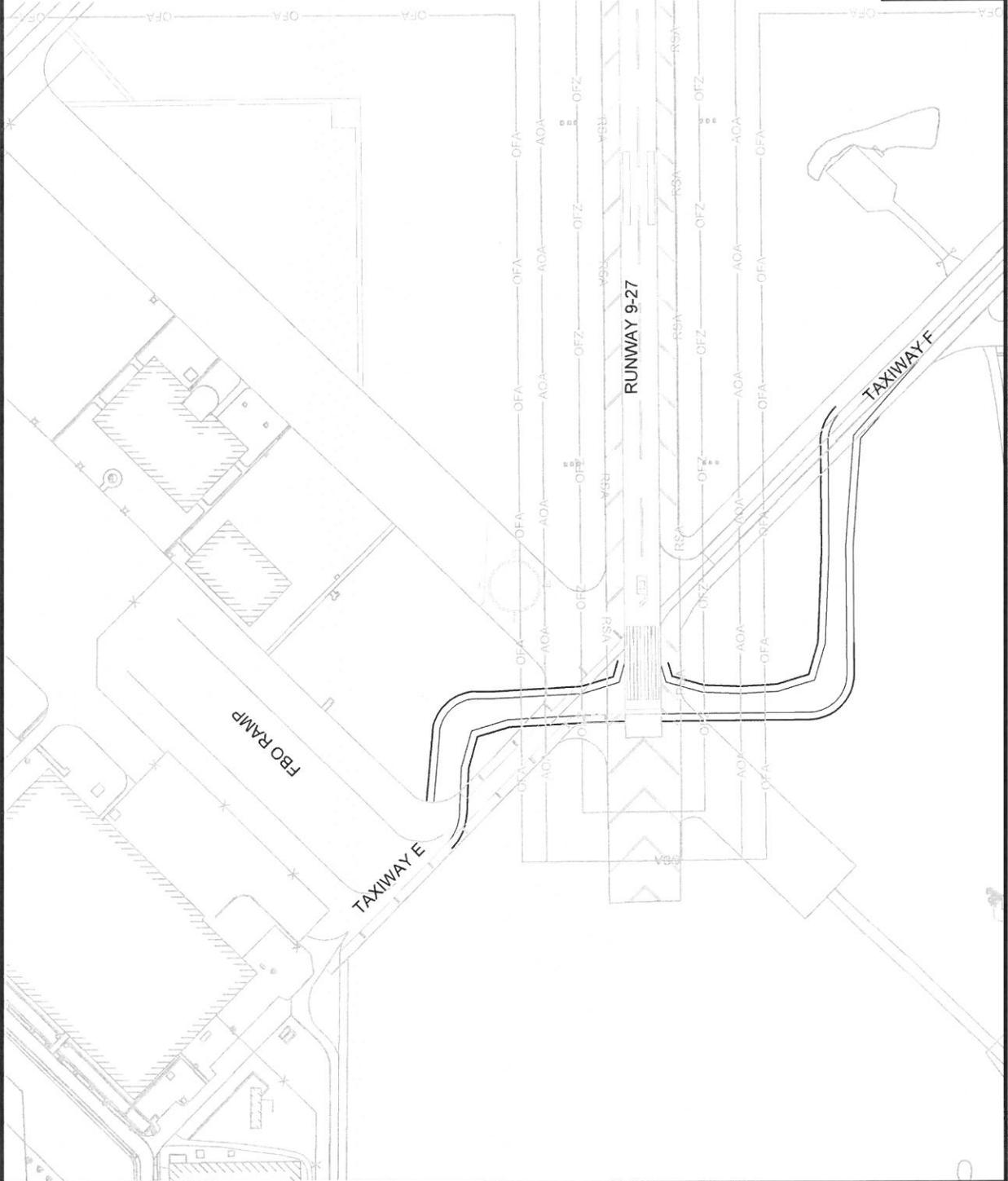
Print Name _____
 Title _____
 Signature _____
 Date _____

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)		IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
START (0%)	100%			
Pre-design Meeting Target Date	Approved and Sealed Final Plans and Specifications to IDA			
18-Nov-2016	21-Apr-2017	16-Jun-2017	11-Aug-2017	25-Aug-2017
06-Jan-2017	09-Jun-2017	04-Aug-2017	29-Sep-2017	13-Oct-2017
24-Feb-2017	28-Jul-2017	22-Sep-2017	17-Nov-2017	01-May-2018
21-Apr-2017	22-Sep-2017	17-Nov-2017	12-Jan-2018	01-May-2018
23-Jun-2017	24-Nov-2017	19-Jan-2018	16-Mar-2018	01-May-2018
11-Aug-2017	12-Jan-2018	09-Mar-2018	04-May-2018	18-May-2018
29-Sep-2017	02-Mar-2018	27-Apr-2018	22-Jun-2018	06-Jul-2018
17-Nov-2017	20-Apr-2018	15-Jun-2018	10-Aug-2018	24-Aug-2018
05-Jan-2018	08-Jun-2018	03-Aug-2018	28-Sep-2018	12-Oct-2018
23-Feb-2018	27-Jul-2018	21-Sep-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: 
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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

<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 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 ***

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 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+				

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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 \$							
ARI25410	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 \$							
ARI25902	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 \$							

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

ITEM NBR	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF
----- DETAIL CONTRACTOR BIDS -----							
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-	

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				1.5000		5,853.00	
		AVERAGE BID				4.1250		16,095.75	
		AVERAGE DEVIATION \$				2.6250+		10,242.75+	
		DESIGNATED BID DEVIATION \$				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				1.5000		1,944.00	
		AVERAGE BID				3.8000		4,924.80	
		AVERAGE DEVIATION \$				2.3000+		2,980.80+	
		DESIGNATED BID DEVIATION \$				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				2.5000		14,750.00	
		AVERAGE BID				1.3850		8,171.50	
		AVERAGE DEVIATION \$				1.1150-		6,578.50-	
		DESIGNATED BID DEVIATION \$				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				1.5000		1,500.00	
		AVERAGE BID				4.6250		4,625.00	
		AVERAGE DEVIATION \$				3.1250+		3,125.00+	
		DESIGNATED BID DEVIATION \$				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

 DETAIL CONTRACTOR BIDS

ITEM NBR	BIDR NBR	ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF
CENTRAL BUREAU ESTIMATE								
AVERAGE BID								
AVERAGE DEVIATION \$								
DESIGNATED BID DEVIATION \$								
AR751412		INLET-TYPE B	3.000	EACH	60.0000	180.0000	32,100.00	
*	1250	Cross Construction, Inc.				6,300.00	6,300.00	
4551		Open Road Paving Company LLC				10,200.00	10,200.00	
CENTRAL BUREAU ESTIMATE								
AVERAGE BID								
AVERAGE DEVIATION \$								
DESIGNATED BID DEVIATION \$								
AR751550		MANHOLE 5'	1.000	EACH	4,000.0000	4,000.00	4,000.00	
*	1250	Cross Construction, Inc.				4,000.00	4,000.00	
4551		Open Road Paving Company LLC				5,100.00	5,100.00	
CENTRAL BUREAU ESTIMATE								
AVERAGE BID								
AVERAGE DEVIATION \$								
DESIGNATED BID DEVIATION \$								
AR751903		REMOVE MANHOLE	1.000	EACH	900.0000	900.00	900.00	
*	1250	Cross Construction, Inc.				900.00	900.00	
4551		Open Road Paving Company LLC				1,135.00	1,135.00	
CENTRAL BUREAU ESTIMATE								
AVERAGE BID								
AVERAGE DEVIATION \$								
DESIGNATED BID DEVIATION \$								
AR752412		PRECAST REINFORCED CONC. FES 12"	1.000	EACH	500.0000	500.00	500.00	
*	1250	Cross Construction, Inc.				2,000.00	2,000.00	
4551		Open Road Paving Company LLC				1,120.00	1,120.00	
CENTRAL BUREAU ESTIMATE								
AVERAGE BID								
AVERAGE DEVIATION \$								
DESIGNATED BID DEVIATION \$								

*** 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: _____

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Subrecipients for Federal Funding
Rantoul National Aviation Center

Does this project receive Federal funds? Yes No

Amount of Federal funds: \$982,300.00

Federal Grant Number(s): 3-17-SBGP-120, 133 & 139

Grant(s) Award Date: 6/19/15, 8/30/16 & 7/14/17

Illinois Project Number: TIP-4579

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

CFDA Number*, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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 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



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 typed 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

110040-01
Illinois Human Rights Number

BY [Signature]
V.P.
Title

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