



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

**April 9, 2019
6:00 pm**

Order of Business

1. Call to Order – Mayor Pro Tem Hank Gamel
Invocation
Pledge of Allegiance
Roll Call
2. Approval of Agenda
3. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

Section A – Consent Agenda

4. Consent Agenda by Omnibus Vote
All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A) No items listed
5. Motion to approve Bills and Monthly Financial Reports

Section B – Consideration of Bids, Contracts & Other Expenditures

6. Motion to authorize and approve purchase of [utility cable](#) and materials from Anixter - \$59,191.00
7. Motion to authorize and approve [Engineering Agreement](#) with Burns & McDonnell for fencing project – not to exceed \$70,225.52
8. Motion to authorize and approve purchase of [Pump Station](#) equipment from various vendors – \$114,838.00
9. Motion to authorize and approve [Engineering Agreement](#) for resurfacing Maplewood Drive – Hutchison Engineering – not to exceed \$75,000.00

10. Motion to approve Micro Loan to [Jennifer Kitchen](#) - \$30,000.00 for 5 years at 2%
11. Motion to approve EDA Revolving Loan to [Vijay Patel](#) - \$350,000 for 10 years at 4%

Section C – Consideration of Ordinances & Resolutions

12. Motion to pass [Ordinance No. 2607](#), AN ORDINANCE AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS ([Scrap Metal and Scrap Wire](#))
13. Motion to pass [Ordinance No. 2608](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS ([1112 Enterprise Drive](#))
14. Motion to pass [Ordinance No. 2609](#), AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE ([320](#), [324](#) and [328](#) Illinois Drive, Rantoul, Illinois)
15. Motion to pass [Resolution No. 4-19-1281](#), A RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE - \$75,000.00

Section D – New Business

Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.

Section E – Public Announcements

Section F – Adjournment

16. Motion to Adjourn

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

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

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
ITEM: Contract for the Sale of Surplus Materials (Scrap Metal & Wire)	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: Payment to the Village will be based on 50% of COMEX & AMM pricing
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: March 21, 2019
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the consideration of a contract to sell and dispose of surplus scrap materials (metals, copper & aluminum wire). The Village has typically advertised and awarded this type of contract on a multi-year basis. The proposed contract would begin on May 1, 2019 and expire April 30, 2021 at 4:30p.m.</p> <p>The sale and disposal of scrap materials was advertised in early March and proposals were received on March 20, 2019 at 2:00p.m. A copy of the summary tabulation is provided for your review.</p> <p>Two (2) competitive proposals were received. Each proposal was based on paying the Village a percentage of the material's value based on the Commodities Exchange (COMEX) or the American Metal Market (AMM). The COMEX reflects the market pricing and conditions of various metals (Aluminum, copper, silver & gold), while AMM reflects the pricing of steel & scrap metals. ZoomEX LLC of Rantoul, Illinois has submitted the proposal offering the higher cost sharing percentage (50%) and thus the more favorable overall pricing to the Village.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of a contract with ZoomEX LLC for the sale and disposal of surplus scrap materials (copper & aluminum wire) based on 50% of the percentage of the materials' COMEX pricing; and scrap metals based on 50% of the percentage of the materials' AMM pricing. The agreement will begin May 1, 2019 and expire April 30, 2021 at 4:30p.m.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>
<p>AGENDA PAGE NUMBER:</p>	

PROPOSAL TABULATION

PROJECT: Sale of Surplus Scrap – Proposal #VRNTL-18-R-06

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works – March 20, 2019 2:00pm

Proposer	Copper	Aluminum	Metal
Jens Buck-Klingenberg ZoomEX, LLC 707 Veterans Parkway Rantoul, IL 61866 (217) 721-7064	50% COMEX Price (coated); 50% (COMEX) Price (bare)	50% COMEX Price (coated); 50% (COMEX) Price (bare)	50% AMM Price
GMI Services, LLC 10769 Broadway Ste 230 Crown Pointe, IN 46307 (219) 808-7886	25% COMEX Price (coated); 40% (COMEX) Price (bare)	25% COMEX Price (coated); 40% (COMEX) Price (bare)	50% AMM Price

**Sale of Surplus Materials - Proposal Opening
Attendance Sheet
March 20, 2019 2:00pm**

Project: Sale of Surplus Materials (Scrap Metal & Wire)

Owner: Village of Rantoul – #VRNTL-18-R-06

By: Village of Rantoul, Department of Public Works

<u>Name</u>	<u>Company</u>	<u>Contact Information(phone/e-mail)</u>
<u>Greg Hazel</u>	<u>Village of Rantoul</u>	<u>(217) 892-6526 g-hazel@myrantoul.com</u>
<u>Pat Chamberlin</u>	<u>Village of Rantoul</u>	<u>(217) 892-6850 pchamber@myrantoul.com</u>

INVITATION FOR REQUEST FOR PROPOSAL

#VRNTL-18-R-06, for

“Sale of Surplus Material - Scrap Metals, Scrap Copper Wire, and Scrap Aluminum Wire”

THE VILLAGE OF RANTOUL, ILLINOIS, will receive separate sealed proposals for the sale of the surplus material of “Scrap Metals”, “Scrap Copper Wire”, and “Scrap Aluminum Wire.”

Proposals will be received until closing time of **2:00 P.M.** prevailing time on **March 20, 2019** at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois. Any Proposal received after the closing time will not be considered and will be returned unopened. Proposals submitted by mail should be identified on the outside of the envelope as a **Proposal for “Sale of Surplus Material - Scrap Metals, Proposal #VRNTL-18-R-06 Part #1”**, and/or the **“Sale of Surplus Material - Scrap Copper Wire, Proposal #VRNTL-18-R-06 Part #2”**, and/or the **“Sale of Surplus Material - Scrap Aluminum Wire, Proposal #VRNTL-18-R-06 Part #3”** and should be addressed to:

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

The Invitation for the Request for Proposal (RFP) is available through the Village of Rantoul web site at <http://www.village.rantoul.il.us/Proposals.aspx> or at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois.

A pre-Proposal inspection of the locations and the identification of the materials will be conducted on Wednesday, March 13, 2019. The meeting will occur at 10:00 A.M. and originate at the Rantoul Public Works Warehouse (Building 729), 621 Cook Street, Rantoul, Illinois.

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

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

VILLAGE OF RANTOUL

Dated: March 1, 2019

By:

Pat Chamberlin
Comptroller

INFORMATION FOR PROPOSERS

The Village of Rantoul has the following surplus property of “Scrap Metals”, “Scrap Copper Wire” and “Scrap Aluminum Wire” For Sale.

General Requirements

The Village of Rantoul is seeking separate Proposals from vendors to purchase surplus scrap wire (copper & aluminum), metal, cast iron and electric motors which become available or are being stored at various locations within the Village. This scrap material purchase program can be viewed prior to Proposal by attending a pre-Proposal inspection to be conducted on Wednesday, March 13, 2019. The meeting will occur at 10:00 A.M. and originate at the Rantoul Public Works Warehouse (Building 729), 621 Cook Street, Rantoul, Illinois.

Project Time Frame

The successful Proposer will agree to furnish a minimum of one (1) trailer/bin for scrap metals, one (1) trailer/bin for scrap copper wire, and/or one (1) trailer/bin for scrap aluminum wire on at a designated location within the Village (routinely the Rantoul Public Works Warehouse) continually through the end of the contract. If a separate approach is desired, it may be proposed for consideration. The contract would begin **May 1, 2019** and expire at 4:30 P. M. on **April 30, 2021**.

Proposer agrees to hold their Proposal open for 60 days after the Proposal opening date.

Location of Surplus Materials

The Proposer agrees to perform all work for the purchase, loading, removal, weighing, and taking possession of the scrap material at the following sites:

1. Rantoul Public Works Warehouse, (Building 729), 621 Cook Street,
2. Other sites as determined.

Additional Information

Any vendor may also be invited to submit more detailed information, to make oral presentations, or both. The Village may make reasonable investigation deemed necessary and proper to determine the ability of the vendor to provide the removal of surplus material and provide guaranteed payment. The vendor shall furnish to the Village all information for this purpose that may be reasonably requested. The Village reserves the right to accept or reject any or all Proposal proposals, or any part thereof, received from any vendor in connection with the request for Proposals for any reason.

All material will be weighed in the presence of the Village of Rantoul. A detailed accurate & complete weigh ticket will be provided. The Village will invoice the successful Proposer based on the quantity (weight) and classification of scrap material, plus a twenty-five dollar (\$25.00) administration fee for each invoice.

Proposals will be received until closing time of **2:00 P.M.** prevailing time on **March 20, 2019** at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois. Please provide three (3) copies of each Proposal.

Minimum Insurance Requirements

Before any material is removed, Proof of Insurance shall be submitted by the successful Proposer/Vendor to the Village of Rantoul, showing minimum insurance for the Proposer/Vendor in the following amounts:

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):
 - a. Bodily Injury:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Aggregate, Products and Completed Operations
 - b. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate
 - c. Contractual Liability (Hold Harmless Coverage):
 1. Bodily Injury:

\$1,000,000.00	Each Occurrence
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 2. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate
 - d. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Aggregate
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2. Comprehensive Automobile Liability (including owned, non-owned and hired):
 - a. Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00	Each Accident
 - b. Property Damage:

\$500,000.00	Each Occurrence
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3. Workers' Compensation:
 - a. State: Illinois
 - b. Employer's Liability: \$500,000
 - c. Benefits Required by Union labor contracts: As applicable
4. Umbrella Liability: \$1,000,000.00

Evaluation Criteria

Evaluation of Proposals and final selection(s) will be based on the submitted approach, pricing, and the method most cost effective for the Village of Rantoul.

Requesting Agency

This request for Proposal is available at and made by the Village of Rantoul, Champaign County, Illinois, having its principal office located in the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866. This information can also be found at:

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

All questions about the process and procedure may be directed to Pat Chamberlin by e-mail at pchamber@village.rantoul.il.us or by telephone at (217) 892-6850. All questions related to the substance of the Proposal shall be submitted to Greg Hazel (g-hazel@myrantoul.com) in writing (either by e-mail or U.S. Mail). All such substantive questions shall be answered by email to all known participants.

PROPOSAL FORM

Proposal submitted by _____ (hereinafter called the "PROPOSER"), organized and existing under the laws of the State of _____, doing business as a

(Individual, Partnership or Corporation)

To the Village of Rantoul, Illinois (hereinafter called the "VILLAGE").

Information for Proposers:

In compliance with the Request for Proposal, the **Proposer** hereby offers to purchase, load, remove, weigh, and take possession of the scrap metals and wire at specified locations in Rantoul, **beginning May 1, 2019 through 4:30 p.m. April 30, 2021**, at the stated per pound price of weighed scrap metals and wire. The material will be weighed at a local certified weigh station selected by the Village of Rantoul. The successful vendor will be responsible for any expense associated with weighing the material. Once the material weight is verified by a representative of the Village of Rantoul, the vendor will pay the unit price per pound as stated on the Proposal form.

By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party thereto certifies as to his or her own organization, that in connection with the Proposal

- a. The purchase price in the Proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other PROPOSER or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in the PROPOSAL have not knowingly been disclosed by the PROPOSER prior to opening, directly or indirectly to any other PROPOSER or to any competitor; and,
- c. No attempt has been made or will be made by the PROPOSER to induce any other person or firm to submit or not to submit a PROPOSAL for the purpose of restricting competition.
- d. He or she is the person in the PROPOSER'S organization responsible within that organization for the decision as to the prices being Proposal and shall also certify that he has not participated, and will not participate, in any action contrary to Paragraph "a" through "c" above.
- e. He or she is not the person in the PROPOSER'S organization responsible within that organization for the decision as to the prices being proposed but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs "a" through "c", above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in action contrary to Paragraphs "a" through "c" above.

ORDINANCE NO. 2607

**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF PERSONAL
PROPERTY OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(Scrap Metal and Scrap Wire)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to authorize the sale, conversion, conveyance, trade-in or other disposition (any of which is collectively referred to herein as a “**conveyance**”) of any of its personal property in such manner as the President and the Board of Trustees of the Village (the “**Corporate Authorities**”) may authorize, with or without advertising or competitive bid for any such conveyance; and

WHEREAS, the Village owns and will own the items of personal property consisting of scrap metal and scrap copper and aluminum wire (the “**Personal Property**”), which the Corporate Authorities find has or will have an estimated value of more than \$5,000.00 but is or will be no longer necessary or useful to, or in the best interests of, the Village to retain; and

WHEREAS, the Village has solicited sealed bids for the sale of such Personal Property for and during the period from May 1, 2019 to April 30, 2021; and

WHEREAS, ZoomEX LLC has submitted a sealed bid (the “**Bid**”) to purchase the Personal Property during such period for the following purchase prices per pound (collectively, the “**Purchase Prices**”):

Scrap Metal
50% of the American
Metal Market

Scrap Copper Wire
50% of the Commodities
Exchange for both bare
and coated

Scrap Aluminum Wire
50% of the Commodities
Exchange for both bare
and coated

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

Section 1. The Bid of ZoomEX LLC as described above is hereby accepted and the sale of the Personal Property is hereby authorized to be made to ZoomEX LLC, the highest bidder, for the amount of the Purchase Prices per pound for and during the period from May 1, 2019 to April 30, 2021.

Section 2. From and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all documents and instruments as may be necessary to complete the conveyance of such Personal Property and to carry out the intent and accomplish the purposes of this Ordinance in accordance with its terms.

Section 3. This Ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 9th day of April, 2019.

Village Clerk

APPROVED this 9th day of April, 2019.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Electric Utility Cable & Material	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$59,191.00 – Total</u> \$49,191.00 – Cable \$10,000.00 – Cable terminating materials & Contingency
ATTACHMENTS: () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: March 9, 2019
<p>SUMMARY HIGHLIGHTS: This Agenda Item provides for the purchase of electric utility cable and materials for improving the operation of the electric system. The purchase of 5,700’ of underground primary cable will be used to replace the existing underground primary cable along Veterans Parkway from Chanute Street to McChord, which in recent years has experienced various cable failures.</p> <p>This cable replacement project was initiated in the FY18 Budget. An Invitation for Bid was advertised in August 2017 and a subsequent Agenda Item was reviewed and approved in September 2017.</p> <p>Prior to the project beginning, two situations arose. First, the strong interest in Crypto currency with the potential need to serve such loads in an abbreviated time frame and then the cable failure of Circuit 503. The original cable was ultimately earmarked for the Circuit 503 repair, and the purchase of additional cable for the initial Veterans Parkway was re-budgeted for the upcoming FY20 Budget.</p> <p>Based on the previous advertisement, quotes were requested from the participating vendors and a summary of those quotes is attached. Anixter, who had previously provided the low bid and offers the same Okonite Cable, provided the required cable length runs and pricing in an amount of \$49,191.00 for 5700’ of 15kv 350mcm copper underground primary distribution cable-jacketed. The other vendors could not match either the price or the desired cable-run lengths.</p> <p>A contingency fund of \$10,000.00 is requested to purchase the necessary cable terminating materials and allow for any variance in the material component costs and actual cable length manufactured. This cable replacement project is include in the 2019/20 Budget.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of the purchase of 5,700’ of 15kv 350mcm copper underground primary distribution cable-jacketed from Anixter in the amount of \$49,191.00. A contingency fund of \$10,000.00 is requested to purchase the necessary cable terminating materials and allow for any variance in the material component costs and actual cable length manufactured.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>
AGENDA PAGE NUMBER:	

QUOTE SUMMARY

PROJECT: Electric Utility Cable & Material

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works

Quote	Per Unit Price/Foot	Price for Cable	Notes
Anixter 1100 Old State Road Mattoon, IL 61938 (217) 258-0960	\$8.63	\$49,191.00	Okonite Cable Previous low Bidder
Fletcher-Reinhardt 3105 Corporate Exchange Ct Bridgeton, MO 63044 (314) 506-0700	\$8.00	\$80,000.00	Minimum cable order length of 10,000' required
Wire & Cable PO Box 603 Highland Park, IL 60035	\$8.94	\$50,958.00	Cannot ensure specified reel lengths
Brownstown Electric Supply 690 E State Road250 Brownstown, IN 47220 (812) 358-4555	No Quote		
Wesco Distribution 2820 Market Street St. Louis, MO 63103 (314) 533-4250	No Quote		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ___ OF ___
ITEM: Electric Utility Equipment & Material	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$57,201.00 – Total</u> \$45,201.00 – Cable \$12,000.00 – Cable terminating materials & Contingency
ATTACHMENTS: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 30, 2017
<p>SUMMARY HIGHLIGHTS: This Agenda Item provides for the purchase of electric utility equipment and materials for improving the operation of the electric system. An Invitation of Bid (Bid #VRNTL-18-B-02) was published on August 9, 2017 with bids being received on August 25, 2017 at 2:00P.M. The purchase of 5,700' of underground primary cable will be used to replace the existing underground primary cable along Veterans Parkway from Chanute Street to McChord, which in recent years has experienced multiple cable failures.</p> <p>A summary of the lowest responsive bids meeting specifications and the vendors are as follows: Part #1 – Purchase a 2500kva 13.8kv-277/480v pad-mounted transformer. Addendum #1 was issued to defer this purchase.</p> <p>Part #2 – Purchase of 5,700' of 15kv 250mcm copper underground primary distribution cable-jacketed. Recommend rejecting all 250mcm cable bids and use 350mcm cable.</p> <p>Part #3 – Purchase of 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed. Recommend accepting the bid from Anixter in the amount of \$45,201.00.</p> <p>A contingency fund of \$12,000.00 is requested to purchase the necessary cable terminating materials and allow for any variance in the material component costs and actual cable length manufactured. This cable replacement project is include in the 2017/18 Budget.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of the purchase of 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed from Anixter in the amount of \$45,201.00; and to reject the bids for Part #2 (250mcm copper primary cable). A contingency fund of \$12,000.00 is requested to purchase the necessary cable terminating materials and allow for any variance in the material component costs and actual cable length manufactured.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR:</p>
AGENDA PAGE NUMBER:	

INVITATION FOR BID

Bid #VRNTL-18-B-02, for
"Purchase of Electric Utility Equipment and Materials"

THE VILLAGE OF RANTOUL, ILLINOIS, will receive separate sealed bids for the purchase of electric utility equipment and materials which will include the following items: one (1) 2500kva 13.8kv-277/480v pad-mounted transformer; 5,700' of 15kv 250mcm copper underground primary distribution cable-jacketed; and 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed.

Bids will be received until closing time of **2:00 P.M.** prevailing time on **August 25, 2017** at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois. Any Bid received after the closing time will not be considered and will be returned unopened. Bids submitted by mail should be identified on the outside of the envelope as a bid for:

"Purchase of Electric Utility Equipment and Materials"

"Purchase of 2500kva 13.8kv-277/480v pad-mounted transformer, Bid #VRNTL-18-B-02 Part #1";
and/or

"Purchase of 5,700' of 15kv 250mcm copper underground primary distribution cable-jacketed, Bid #VRNTL-18-B-02 Part #2"; and/or

"Purchase of 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed, Bid #VRNTL-18-B-02 Part #3".

Bids should be addressed and submitted to the attention of:

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

Any questions regarding the equipment or material, please contact:

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

The Invitation for Bid (IFB) is available through the Village of Rantoul web site at <http://www.village.rantoul.il.us/Bids.aspx> or at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois.

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

VILLAGE OF RANTOUL

Dated: August 4, 2017

By:

Scot Brandon
Comptroller

ADDENDUM NO. 1

Issued to All Bid Document Holders of Record

Date: August 9, 2017
Project Name: Purchase of Electric Utility Equipment and Material
Village Bid No.: VRNTL-18-B-02

This Addendum forms a part of the Contract described above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

The Village is withdrawing the purchase of the 2500kva 13.8kv-277/480v pad-mounted transformer, Bid # VRNTL-18-B-02 Part #1 at this time. Village equipment needs have changed and will be deferred.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form, and by attaching this Addendum to his Bid. *Failure to acknowledge any Addendum shall be considered sufficient cause for rejection of your bid.*

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

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

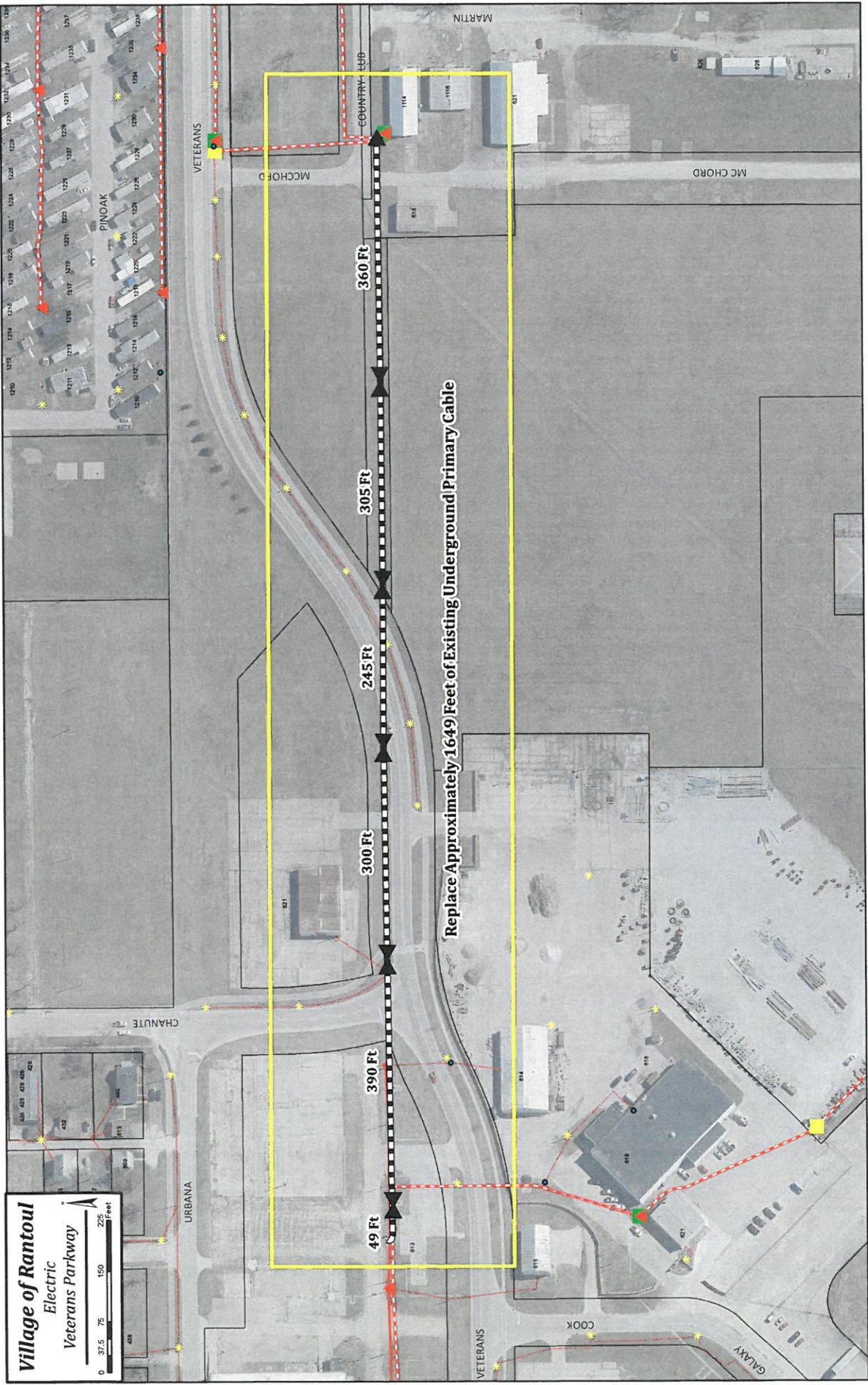
Bidder: _____]

By: _____]

Date: _____]

Village of Rantoul
Electric
Veterans Parkway

0 37.5 75 150 225 Feet



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Construction Engineering Services for the Airport Improvement - Construct a Wildlife Deterrent Fence (Phase 3)	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: \$66,714.25 - IDOT (95%) <b style="text-align: center;"><u>\$ 3,511.27 - Village (5%)</u> <b style="text-align: center;">\$70,225.52 - 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: March 12, 2019
SUMMARY HIGHLIGHTS: <p>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 phase 3 wildlife deterrent fencing project. This fence will serve as a wildlife deterrent and fully secure the remainder of the airfield and will be installed along the southwest corner of the airfield (near the campground) and behind the Fixed Base Operator (FBO) building. The Village is responsible for five percent (5%) of the project construction engineering service costs (\$3,511.27), while the remaining funds will be provided by the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement.</p> <p>This work was identified as the next improvement from the Airport's 2016 submission in the long-range Transportation Improvement Program (TIP). Design services have been completed with construction to begin this spring/summer. The estimated cost of construction is \$608,100.00. The Village will be responsible for five percent (5%) of the construction costs (\$30,400.00), while the remaining funds will be provided by FFY-2017 Non-Primary Entitlement Funds (\$148,500.00), FFY-2017 Federal Non-Primary Discretionary Funds (\$398,800.00) and a State Match (\$30,400.00). The Village's component for construction services is \$3511.27 and is included in the FY2020 Budget.</p> <p>This work will be staged to minimize conflicts with critical airport users.</p>	
RECOMMENDED ACTION: Authorize a construction engineering service agreement with Burns & McDonnell, Inc. in the not-to-exceed amount of \$70,225.52 (Village share of \$3,511.27) for the phase 3 wildlife deterrent fencing project.	
DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>GH</i>	VILLAGE ADMINISTRATOR: Scott Eisenhauer <i>Scott Eisenhauer</i>
AGENDA PAGE NUMBER:	

ATTACHMENT C
CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>\$16,760.00</u>	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead¹</u>	<u>\$36,719.48</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>\$2,373.00</u>	
Meals/Per Diem ^{2,3}	<u>\$840.00</u>	
Transportation ²	<u>\$2,502.00</u>	
Materials & Supplies	<u> </u>	
Printing	<u>\$430.00</u>	
CADD time ⁴	<u> </u>	
Other Costs (excluding outside services)	<u>\$175.00</u>	
4. <u>Fixed Payment⁵</u>	<u>\$8,205.04</u>	
5. <u>Outside Services</u>	<u>\$2,221.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>\$70,225.52</u>	✓

Estimated Number of Calendar Days: 40

Estimated Days of On-Site Resident Engineer Services: 30

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)].

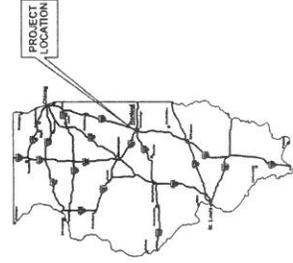
03A
04-26-2019 LETTING

RA017
TOTAL SHEETS: 20

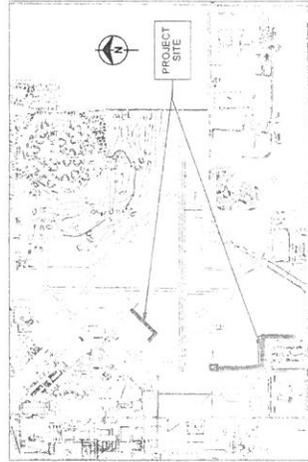
VILLAGE OF RANTOUL RANTOUL NATIONAL AVIATION CENTER PHASE 3: CONSTRUCT WILDLIFE DETERRENT FENCE

MARCH 1, 2019
BURNS & MCDONNELL
PROJECT: 108681

IL PROJECT NO. TIP-4687
SBG PROJECT 3-17-SBGP-139/144



LOCATION MAP



SITE MAP

811 Know what's below. Call before you dig. JULIE JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS www.811call.com

THE LOCATION, SIZE AND TYPE OF MATERIAL OF EXISTING UNDERGROUND UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES OF HIS OPERATIONAL PLANS, AND SHALL OBTAIN ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH UTILITY OR SERVICES SHALL BE RESTORED TO SERVICE AT ONCE AND PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.

CALL JULIE FOR UTILITY INFORMATION AT 811.

RANTOUL AIRPORT
TOWNSHIP: 21 NORTH
RANGE: 9 EAST
CHAMPAIGN COUNTY
RANTOUL TOWNSHIP
SECTION: 11

321 SOUTH TANNER
RANTOUL, IL 61866
APPROVED BY 
DATE: March 1, 2019

no.	date	by	aid	description
0	10/25/19	ARG	SJM	100% SUBMITTAL

BURNS & MCDONNELL
200 W. ADAMS ST. STE. 2601
CHAMPAIGN, IL 61820
PHONE (312) 223-0920
FAX (312) 223-9664
LICENSEE NO. 164-001310

DRAWINGS: 0-000 THRU CS-121
SUBMITTED BY  EXP. 11/03/19
DATE: FEBRUARY 26, 2019

**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 2019 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-4687; AIP Project No. 3-17-SBGP-139/144; 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): Phase 3: Construct Wildlife Deterrent Fence

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

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

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

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

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

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

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

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

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

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

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

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

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

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

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

B. DESIGN PHASE SERVICES

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

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

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

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

2. CLARIFICATION OF PLANS

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

3. BIDDING ASSISTANCE

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

C. CONSTRUCTION PHASE SERVICES

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

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

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

b. SUPPLEMENTARY SKETCHES

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

c. RECORD DRAWINGS

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

d. MATERIALS CERTIFICATION

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

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

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

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

b. DAILY DIARY

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

c. DUTIES OF RESIDENT ENGINEER

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

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

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

g. **FINAL QUANTITIES**

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

D. PLANNING AND SPECIAL SERVICES

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

E. ENDORSEMENT OF DOCUMENTS

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

F. DELIVERABLES

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

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

G. NOTICE-TO-PROCEED (NTP)

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

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

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

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

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

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

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

The project scope of work includes construction phase services for approximately 4,000 linear feet of Class E Fence with wildlife deterrent fabric.

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 \$ \$8,205.04

total amount not to exceed \$ \$70,225.52 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, Downers Grove, IL 60515, and that neither I nor the above firm I here represent has:

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

The firm certifies by execution:

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

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

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

Date

Sign Name

Mike Folta

Print Name

Vice President

Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 43-0956142.

(This firm is) doing business as a (please check one):

Individual

Partnership

Corporation

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

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

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

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

Firm Name: _____

Subcontract Amount (\$): _____

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

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

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

Q. DISCRIMINATION

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

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

R. DUES/FEEES TO CLUBS WHICH DISCRIMINATE

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

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

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

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

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

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

U. ILLINOIS HUMAN RIGHTS NUMBER

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

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

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

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

W. DRUG FREE WORKPLACE

(30 ILCS 580).

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

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

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

X. CAPACITY TO CONTRACT

(Public Act 90-0572)

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Corporation)

The undersigned, being a duly authorized officer and the duly elected Secretary of

Burns & McDonnell Engineering Co., Inc, a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

____ day of _____, AD, 2019 Burns & McDonnell Engineering Co., Inc.
Corporation

BY _____

Printed Name & Title

BY _____

Mike Folta, Vice President
Printed Name & Title

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 _____, 2019.
(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

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
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>	\$16,760.00	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	\$36,719.48	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	\$2,373.00	
Meals/Per Diem ^{2,3}	\$840.00	
Transportation ²	\$2,502.00	
Materials & Supplies	_____	
Printing	\$430.00	
CADD time ⁴	_____	
Other Costs (excluding outside services)	\$175.00	
4. <u>Fixed Payment</u> ⁵	\$8,205.04	
5. <u>Outside Services</u>	\$2,221.00	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	\$70,225.52	

Estimated Number of Calendar Days: 40

Estimated Days of On-Site Resident Engineer Services: 30

NOTES:

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

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager			
Senior Project Engineer	56	\$62.00	\$3,472.00
Senior Project Architect			
Project Engineer			
Resident Engineer			
Senior Engineer			
Senior Architect			
Engineer	354	\$36.00	\$12,744.00
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	<u>432</u> (hours)	<u>\$38.80</u> (average)	<u>\$16,760.00</u> (total direct salary costs) (ATTACHMENT C)

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

ATTACHMENT D
PLANNING AND SPECIAL SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> 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	\$ _____

NOTES:

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

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
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 F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____

Contractor: _____ IL Project No.: _____ AIP Project _____

Temperature _____ °F Wind: _____ Weather Conditions: _____

Status: Active Suspended Jobsite Conditions: Workable Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

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

Other:

Calendar Days: _____ Awarded
_____ Charged
_____ Remaining

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

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <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	
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	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	16
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

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

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	_____
State Unemployment Compensation	_____
Federal Unemployment Compensation	_____
Workmen's Compensation Insurance	_____
Paid Holidays, Vacation, Sick Leave	_____
Bonus	_____
Pension	_____
Group Insurance	_____
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 M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

	<u>% of Direct Productive Payroll</u>
Taxes except Federal Income	
Business Insurance, except key-man insurance, insurance including accident, liability and valuable papers	2.57%
Depreciation and amortization	
Administrative, unassignable staff time, recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	108.36%
Reproduction and printing costs	
Office Supplies	
Computer Costs	
Professional services including specialists, legal, auditing, etc.	
Employees travel expenses not assigned to clients and excluding costs outside Illinois	
Telephone, Telegraph and Postage	
Recruiting and relocating expense	
Training and educational non-salary expenses	
Fees, licenses, dues, publications (technical and professional)	
Utilities and maintenance	
Business space rent	17.63%
Rental of Equipment	
Miscellaneous Expense	15.29%
Fringe Benefits	75.24%
<hr/>	
TOTAL OVERHEAD	<u>219.09%</u>

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

ATTACHMENT N

PROJECT CERTIFICATION

Airport: Rantoul National Aviation Center

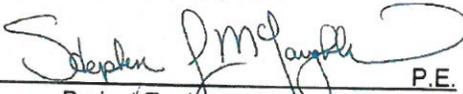
Letting Date:	<u>March 8, 2019</u>
IL Project No.:	<u>TIP-4687</u>
Federal Project No.:	<u>3-17-SBGP-144</u>
Contract No:	<u>RA017</u>

Project Description: The construction of new wildlife deterrent fence in the northwest and southwest quadrants of Runways 9-27 and 18-36 to prevent wildlife access to the airfield.

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): October 16, 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 programmed 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 December 11, 2018

By:  P.E.
Project Engineer (Consultant)

Date December 12, 2018

By: 
Sponsor

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 _____
 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

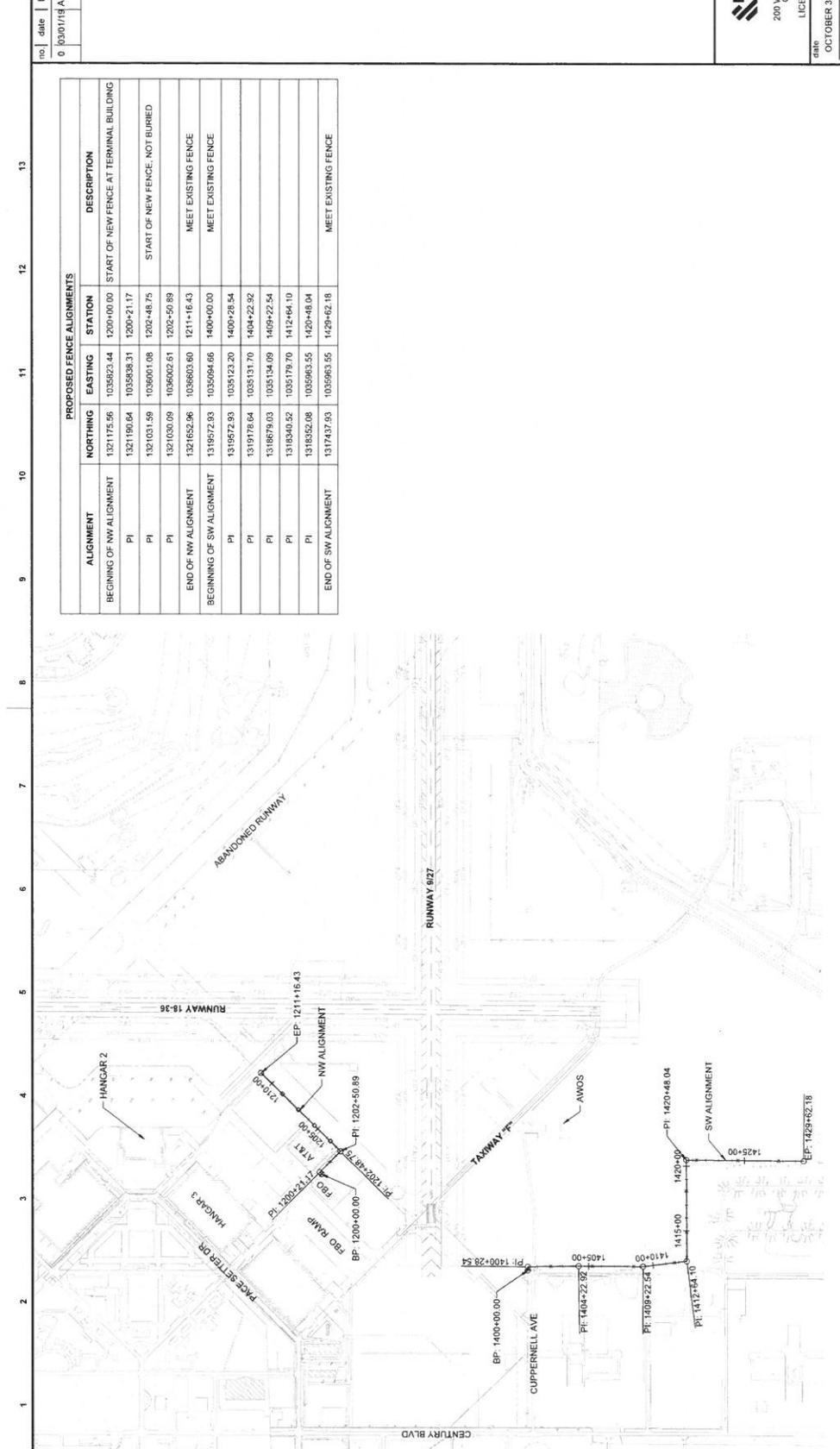
 Signature

 Date

ATTACHMENT P
PROJECT SKETCH

no. | date | by | cld | description
 0 | 10/30/18 | ARG | SJM | 100% SUBMITTAL

PROPOSED FENCE ALIGNMENTS				
ALIGNMENT	NORTHING	EASTING	STATION	DESCRIPTION
BEGINNING OF NW ALIGNMENT	132175.56	1035923.44	1200+00.00	START OF NEW FENCE AT TERMINAL BUILDING
PI	1321190.64	1035938.31	1200+21.17	
PI	1321031.56	1036001.08	1202+48.75	START OF NEW FENCE, NOT BURIED
PI	1321030.09	1036002.61	1202+50.89	
END OF NW ALIGNMENT	1321652.96	1036603.60	1211+16.43	MEET EXISTING FENCE
BEGINNING OF SW ALIGNMENT	1319672.83	1035994.66	1400+00.00	MEET EXISTING FENCE
PI	1319572.89	1035122.20	1400+28.54	
PI	1319178.64	1035131.70	1404+22.52	
PI	1318679.03	1035134.09	1409+22.54	
PI	1318540.52	1035179.70	1412+04.10	
PI	1318532.08	1035963.55	1420+48.04	
END OF SW ALIGNMENT	1317437.93	1035963.55	1429+62.16	MEET EXISTING FENCE



LEGEND
 * PROPOSED 8' CHAIN-LINK FENCE WITH 2' BURIED
 □ PROPOSED 8' CHAIN-LINK FENCE



BURNS MEDONNELL
 200 W ADAMS ST. STE 2601
 CHICAGO, IL 60606
 LICENSE NO. 194-001310

date: OCTOBER 30, 2018
 designed: A. GALLAGHER
 checked: S. McLAUGHLIN



PHS: WILDLIFE DETERRENT FENCE
 ALIGNMENT DATA TABLE

IL Proj. No. 17P-4887 contract RA017
 BMCDD Proj. No. 108689
 drawing CS-100 - 0
 sheet 5 of 20 sheets
 file 108689_CS-100_ALIGNMENT_DATA_TABLE

ATTACHMENT Q
PROJECT LETTING SCHEDULE

**ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2019 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	35% Engineering Report to IDA for Comments	80% *Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA	
17-Nov-2017	12-Jan-2018	23-Mar-2018	20-Apr-2018	24-Aug-2018
05-Jan-2018	02-Mar-2018	11-May-2018	08-Jun-2018	12-Oct-2018
23-Feb-2018	20-Apr-2018	29-Jun-2018	27-Jul-2018	01-May-2019
13-Apr-2018	08-Jun-2018	17-Aug-2018	14-Sep-2018	01-May-2019
15-Jun-2018	10-Aug-2018	19-Oct-2018	16-Nov-2018	01-May-2019
10-Aug-2018	05-Oct-2018	14-Dec-2018	11-Jan-2019	17-May-2019
28-Sep-2018	23-Nov-2018	01-Feb-2019	01-Mar-2019	05-Jul-2019
16-Nov-2018	11-Jan-2019	22-Mar-2019	19-Apr-2019	23-Aug-2019
04-Jan-2019	01-Mar-2019	10-May-2019	07-Jun-2019	11-Oct-2019
22-Feb-2019	19-Apr-2019	28-Jun-2019	26-Jul-2019	01-May-2020

**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

July 31, 2017

Eric Vences
Airport Manager
Rantoul National Aviation Center Airport-Frank Elliott Field
333 S. Tanner
Rantoul, IL 61866

Dear Eric Vences:

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The projects detailed herein were selected for your airport based on project requests submitted to the Department during the Fall 2016 Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. 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.

Funding for the Illinois Airport Improvement Program is depended upon receipt of Federal Fiscal Year (FFY) 2018 federal funds, legislative authorization of state appropriations, and the release of funds by the Governor's Office.

The Department and the Airport Sponsor hereby agree to participate in the project indicated below at the designated funding levels. **The Airport Sponsor shall pay any additional project costs which exceed the total sum of Department funds and federal funds, planned and programmed.** 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. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities.

The project "**Phase 3: Construct Wildlife Deterrent Fence**" will be funded as follows:

FFY-2018 State Apportionment	\$398,700
FFY-2018 Non Primary Entitlement	\$148,500
State Match	\$30,400
Local Match	\$30,400
<hr/> Total Cost	<hr/> \$608,000

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure 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 eligibility 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 prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development and this letter constitutes the official "**Notice to Proceed**". It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

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

Please contact myself in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program 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

August 14, 2018

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Tom McCay
Burns & McDonnell Engineering Company, 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, 2017. Your firm's total annual transportation fee capacity will be \$49,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 219.09% 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, 2018. 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,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

**SEFC PREQUALIFICATIONS FOR Burns & McDonnell Engineering
Company, Inc.**

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

Special Studies - Location Drainage	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

ENGINEER'S ESTIMATED COST OF CONSTRUCTION
 RANTOUL NATIONAL AVIATION CENTER
 RANTOUL, ILLINOIS
 WILDLIFE DETERRENT FENCE (PHASE 3 & PHASE 4)
 11/30/2017

ITEM NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNITS	EST. QTY.	TOTAL PROJECT COST	
					UNIT COST	ITEM COST (TOTAL)
1	AR150520	Mobilization	LS	1.00	\$23,509.54	\$23,509.54
2	AR800239	Class E Fence with Barbed Wire	LF	5,600.00	\$55.17	\$308,934.08
3	AR800016	Wildlife Deterrent Barrier	LF	5,600.00	\$21.22	\$118,820.80
4	AR162612	Class E Gate 12'	EA	4.00	\$10,609.00	\$42,436.00
		TOTAL ESTIMATED CONSTRUCTION COST				\$493,700.42
		FAA ADMINISTRATION FEE (1% OF CONST. COST)				\$4,937.00
		ESTIMATED DESIGN AND CONSTRUCTION SERVICES FEE				\$108,614.09
		TOTAL ESTIMATED PROJECT COST				\$607,251.52

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

BY [Signature]
V.P.
Title

110040-01
Illinois Human Rights Number

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Purchase Sanitary Sewer Pump-station Equipment & Materials to support the operations of Rantoul Foods	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$70,259.00 – Vandevanter Engineering (3-pumps) \$15,879.00 - Illinois Electric Works (3-VFD's) \$18,700.00 – Advanced Automation & Controls (1) <u>\$10,000.00 - Contingency for supporting materials</u> \$114,838.00 - Total
ATTACHMENTS: (X) SUPPORTING DOCUMENTS	DATE: March 26, 2019
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the approval to purchase equipment and materials for the maintenance & upgrading of the sanitary sewer pump-station supporting Rantoul Foods. The initial design allowed for the expansion of the pump-station (from two (2) pumps to four (4) pumps) to support growth as the pork processing facility expanded. Since its initial construction in the early 2000's, the pump station's loading has increased and the facility is at a point where replacement & upsizing of the existing pumps (along with the addition of a third pump) is necessary to meet the customer's flows.</p> <p>The PW Staff utilized the initial project layout to develop these upgrades. The most cost-effective approach appears for the Village to secure the needed equipment and materials, and then separately bid the associated installation labor. This approach will ensure the compatibility of pumps, VFD's and controls with other existing pump-stations. (The Village owns & operates twenty-two (22) sanitary & storm-water pump-stations).</p> <p>A copy of the Summary Tabulation for the equipment & material pricing is provided for your review. The most-cost effective and compatible pump with the existing pump base is the FLYGT pump supplied through Vandevanter Engineering in the amount of \$70,259.00. Illinois Electric Works provided a price for the Variable Frequency Drives (VFD's) in the amount of \$15,879.00, while the Controller is to be supplied directly through Advanced Automation & Controls, Inc. in the amount of \$18,700.00. The manufacturers of these type of equipment are quite territorial with their suppliers, so securing multiple pricing of the same item has been difficult.</p> <p>A contingency fund of \$10,000.00 is requested to allow for additional material needs (valves, elbows, pump bases, etc.) and associated project costs. Once formalized, the advertisement for the installation labor will be published and then brought forward for the Board's consideration.</p> <p>Funding for these items is included in the current FY19 Budget with labor costs in the FY20 Budget.</p>	
RECOMMENDED ACTION: Authorize the approval of the purchase of three (3) pumps in the amount of \$70,259.00 from Vandevanter Engineering; the Variable Frequency Drives (VFD's) in the amount of \$15,879.00 from Illinois Electric Works; the Controller in the amount of \$18,700.00 from Advanced Automation & Controls, Inc.; and a contingency fund of \$10,000.00 is requested for the additional material needs.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	

PROPOSAL TABULATION

PROJECT: Rantoul Foods Pump Station - Equipment & Material Pricing

OWNER: Village of Rantoul

By: Village of Rantoul, Department of Public Works

Proposer	Pumps (3-total)	VFD's (3-total)	Controller (1-total)
Vandevanter Engineering 1510 McBride Avenue Ste C Decatur, Illinois 62526 (217) 650-7404	\$70,259.00 FLYGT 45hp 480v 3phase Submersible Pump Model NP- 3202.185		
Illinois Electric Works 2161 Adams Granite City, Illinois 62040 (618) 451-6900	\$71,505.00	\$15,879.00 Toshiba P9 VFD's Model#VT130P9U4 500	
Fischer Process Industries 155 Commerce Blvd Loveland, Ohio 45140 (513) 583-4800	\$72,760.00		
Advanced Automation & Controls, Inc. 780 Ridgeview Drive McHenry, IL 60050 (217) 841-3785			\$18,700.00 Fabricated control panel with ABB MicroLogix PLC







VANDEVANTER
ENGINEERING
PRODUCTS & SERVICES

MUNICIPAL

TECHNICAL SOLUTIONS

SERVICE



VANDEVANTER ENGINEERING

Welcome to Vandevanter Engineering, a Cogent Company, the area's leader in the sales and service of water and wastewater treatment equipment and pumping systems. For over 60 years we have dedicated ourselves to providing the most creative and innovative water and wastewater treatment and conveyance solutions to municipalities.

Whether it be design assistance or service, Vandevanter Engineering will strive to meet your needs. Visit or give us a call today to see how we can help with your water or wastewater pumping or treatment needs.

Vandevanter is one of 10 best-in-class partner companies providing pumping and process equipment solutions for specific vertical markets.

NEWS

INTRODUCING TERMINODOUR

TERMINODOUR™
Terminodour™ positive pressure ionisation systems treats the inlet air to the building or structure. The Introduction of ionised air results in effective odour abatement within the structure ensuring compliant discharge to atmosphere, with the additional benefit of producing superior indoor air quality, which reduces corrosion and provides a safer...

NEW LOCATION

Vandevanter has moved to a new state of the art facility!

Follow the link for directions to our new location at 1550 Larkin Williams Rd. in Fenton...

LOCATIONS

ST. LOUIS, MO

1550 Larkin Williams Rd.
Fenton, MO 63026

636-343-8880 Main
636-343-1720 Fax

sales@vandevanter.com

DECATUR, IL

1510 E. McBride Avenue,
Suite C
Decatur, IL 62526

217-650-7404 Main
217-428-5694 Fax

sales@vandevanter.com

CALVERT CITY, KY

5477 Gilbertsville Hwy
Calvert City, KY 42029

270-395-4942 Main
270-395-4943 Fax

sales@vandevanter.com



AUTOMATIC ENGINEERING

Tulsa, OK
Enid, OK

BRI

St. Louis, MO
Calvert City, KY
Decatur, IL

CATALYST

St. Louis, MO
Kansas City, MO
Denver, CO
Western Slope, CO

LEE MATHEWS

FLUID EQUIPMENT



Flygt N-pump series

SELF-CLEANING PUMPS WITH SUSTAINED HIGH EFFICIENCY

FLYGT
a xylem brand

Sustained high efficiency is priceless

Flygt N-pumps take on the toughest applications and get the job done. Every component is designed and manufactured to deliver sustained high efficiency. Thanks to patented N-technology with its innovative self-cleaning impeller, Flygt N-pumps deliver the highest total efficiency. It lowers your energy bill and reduces unplanned maintenance costs. That adds up to total peace of mind - and big savings over the long term.

Our vast fluid handling knowledge and dedication to research and development leads to technological advances and continuous improvement.

That's why our Flygt N-pumps are at work in more than a hundred thousand installations worldwide. They have proven, by far, to be the best and most reliable choice for both dry and submersible installations.

Robust and reliable

Every Flygt N-pump is tested in the factory to ensure high performance and premium



quality. Flygt products deliver outstanding, cost-effective performance that has been proven in applications such as:

- Wastewater
- Raw water
- Cooling water
- Sludge
- Storm water
- Industrial effluent



THE N-PUMP ADVANTAGE

- Patented technology
- Innovative design
- Sustained high efficiency
- Self-cleaning ability
- Modular design
- Reliable
- Fewer unplanned service calls



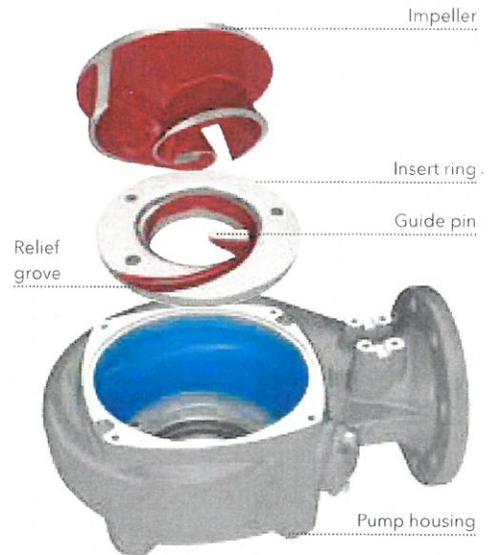
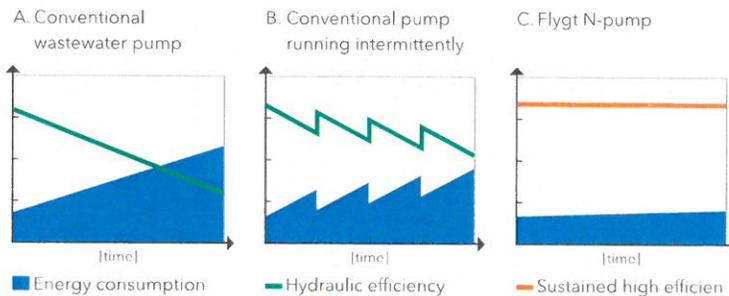
BROAD RANGE CAPACITY

- Ratings from 1.3 kW to 310 kW
- Flow up to 1,000 l/s
- Heads up to 100 m
- Submersible and dry installations
- Every Flygt pump is performance tested in the factory
- Can handle dry solids up to 8%

Self-cleaning N-pump saves money

Sustained high efficiency

When solid object such as stringy fibrous material and modern trash, enter the inlet of a conventional pump, they tend to get caught on the leading edges of the impeller vanes. This build-up reduced the impeller's efficiency, resulting in increased power consumption (Fig. A). This increased rate of power consumption generates an increase in energy charges.



As solids continue to build-up inside the impeller, motor thermal protection can trip causing the pump to stop. This leads to costly unplanned service calls. If a conventional wastewater pump runs intermittently, the solids build-up will be removed by backflushing when the pump is shut off at the end of the operating cycle. When next cycle begins, efficiency returns to its initial value since the impeller is free from solid objects (Fig B).

The high efficiency of the Flygt N-pump is sustained over time due to its self-cleaning ability, keeping energy costs to a minimum (Fig. C).

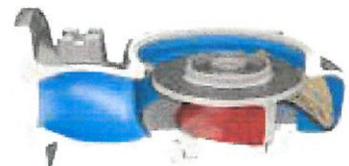
All Flygt N-pumps have the same self-cleaning performance regardless of duty point.

THE SELF-CLEANING CONCEPT

Stage 1. Most solid objects entering the pump will pass through the impeller between the impeller vanes. If an object gets caught on the leading edge of one of the vanes, it will slide along the backswept shape towards the perimeter of the inlet.



Stage 2. The solid object will slide along the tip of the impeller vane inside the relief groove. The guide pin in the insert ring will push all types of solids away from the center of the impeller, along the leading edge and out through the relief groove.



Broad capacity range to suit your application

Flexible and modular design

Flygt N-technology enables you to tailor the hydraulics to meet the requirements of virtually any application. Choose the hardened cast iron version for typical wastewater applications and the chopper ring version for cutting long fibers or solids. The Hard-Iron™ version should be used in abrasive applications and waters that could cause erosion corrosion due to high oxygen content.

Whatever you choose, you never sacrifice pump efficiency – and you can easily switch the module if the operating conditions change.

Cast iron



Cast iron impeller with hardened edges and insert ring for typical pumping applications.

Hard-Iron™ (60 HRC)



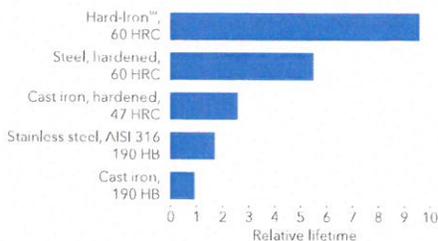
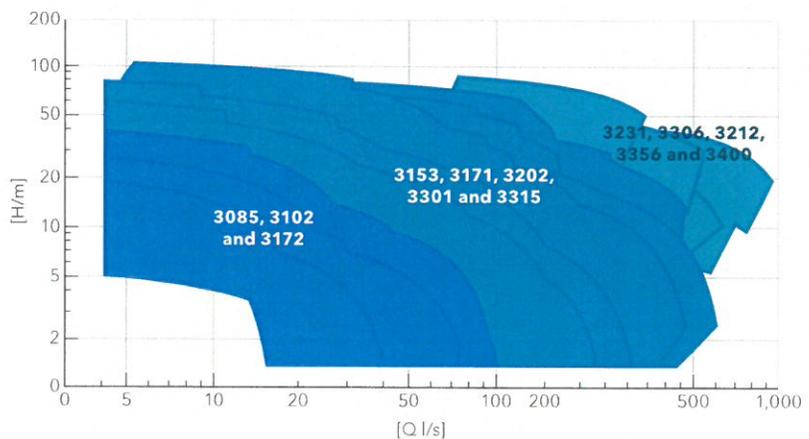
Extra durable option for abrasive and erosion corrosion applications.

Chopper ring for cutting long fibers or solids.

Top performance with a broad capacity range

- Large capacity pumps
- Medium capacity pumps
- Low capacity pumps

Composite curves for comparison purposes only. Consult engineering data for exact flow and head capabilities.



HARD-IRON™ (60 HRC) FOR THE TOUGHEST WASTEWATER CHALLENGES

Accelerated wear tests prove that Hard-Iron™ hydraulic components keep on working efficiently with minimal wear after pumping water with a very high concentration of coarse sand (2,400 tons).

Flygt N-pumps with Hard-Iron™ components continue to deliver sustained high efficiency without clogging or erosion corrosion, prolonging lifetime by 200 percent compared to standard hardened cast iron hydraulics.

Designed and engineered for longer life

Xylem specially designs and manufactures Flygt N-pump components, such as the motor, seals and shaft, to optimize operation and prolong pump service life.

Motor

The Class H squirrel-cage induction motor delivers outstanding performance and superior heat transfer in submersible and dry installations. Heat losses are concentrated around the shrink-fitted stator, which is cooled by means of the surrounding water. The motor has a NEMA Class B maximum operating temperature rise of 80°C (176°F) to ensure long service life. Prepared for variable speed operation, all motors are capable of fully utilizing the available power.

For an even higher overall efficiency, premium efficiency motors IE3 are available.

Long-life seals

Durable tungsten carbide seals offer exceptional mechanical strength as well as superior sliding properties even when running dry. These low-friction seals withstand thousands of hours of high-pressure operation under extreme conditions without cracking, seizing up or showing signs of unacceptable wear.

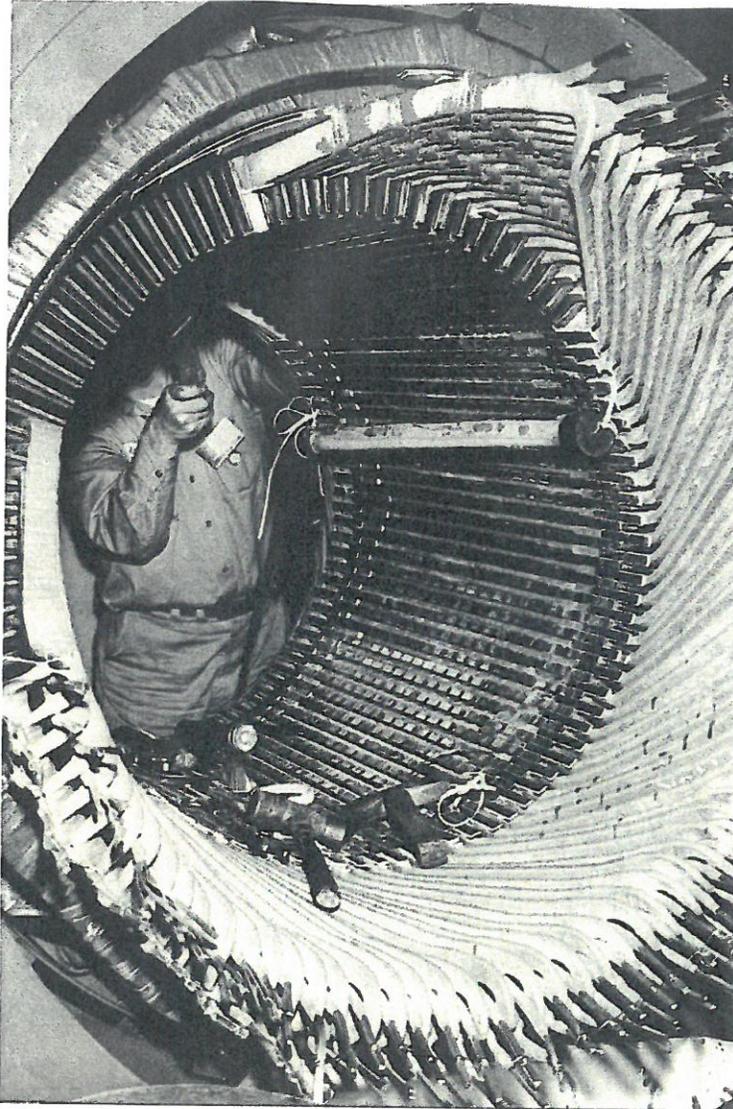
Low shaft deflection

To minimize vibration, promote quiet operation and prolong seal and bearing life, all Flygt N-pumps feature a short shaft overhang to reduce shaft deflection.



SPIN-OUT™ SEAL PROTECTION FOR PUMPS WITH CAVITIES IN THE SEAL CHAMBER

The patented Spin-out™ design expels abrasive particles from the seal chamber, providing protection against wear of the outer seal. As an integral part of the seal chamber, Spin-out™ is as simple as it is effective.



ABOUT ILLINOIS ELECTRIC WORKS

Developing Our Community

Illinois Electric Works was originally established in 1931 in East St. Louis.

Partners Dale Hamil and Ernie Hodge reopened Illinois Electric Works in 1983, operated the business there for 16 years outgrowing the existing facility. In 1999 the business was moved to Granite City, IL occupying the former Illinois Power building.

Located on 7 acres in Granite City Illinois

- 70,000 sq ft of Manufacturing
- 30,000 sq ft Motor Storage Warehouse
- Emergency service available 24/7
- All work performed in house, complete repair and machine shop

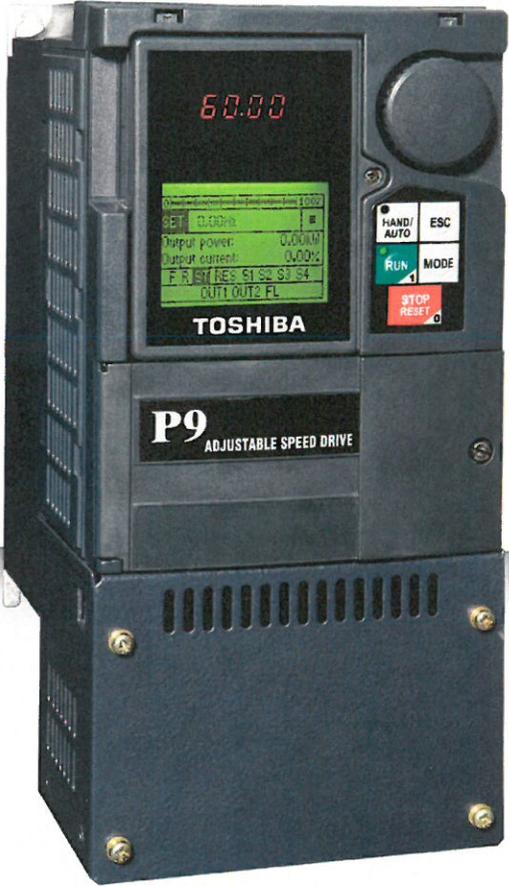
OUR MISSION STATEMENT

Our goal is to be the preferred apparatus repair shop in the United States in order to support our customer's manufacturing processes. We will operate at the direction of our customers on a round-the-clock basis to perform a wide range of repair and installation services with highest level of safety and workmanship using the finest materials available. As a product distributor we will only sell the best.

Serving our customers at the highest levels of safety, responsiveness, and quality is the key to prosperity for our company and for our employees and their families

TOSHIBA

Leading Innovation >>>



vlp
technology

P9 ASD >>>
LOW VOLTAGE DRIVE >>>

Introduction

Congratulations on the purchase of the new **P9 Adjustable Speed Drive!**

The **P9 Adjustable Speed Drive (ASD)** is a solid-state AC drive that features Toshiba International Corporation's (TIC) new **Virtual Linear Pump** function. Our **VLP** algorithm was designed to remove the guess work that is associated with the setup of pumping systems. The **VLP** algorithm allows for precise, linear, and consistent pump curve responses at any flow or pressure setting!

The **Virtual Linear Pump** function allows for direct and precise pumping system control. This is accomplished without the normal concerns of the adverse effects of conventional pumping system control response curves.

The **VLP** algorithm coupled with Toshiba International Corporation's **Vector Control Algorithm** enables the motor to develop high starting torque and provide compensation for motor slip, which results in smooth, quick starts, and highly efficient operation.

The programmable functions may be accessed via the easy-to-use menu or via the Direct Access Numbers (see [pg. 78](#)). This feature, combined with Toshiba International Corporation's high-performance software, delivers unparalleled motor control, reliability, and ease of use.

The P9 is a very powerful tool, yet surprisingly simple to operate. The user-friendly **Electronic Operator Interface (EOI)** of the P9 has an easy-to-read LCD screen. There is also a high-visibility LED screen that can be read from a greater distance. The EOI provides easy access to the many monitoring and programming features of the P9.

To maximize the abilities of your new P9, a working familiarity with this manual is required. This manual has been prepared for the ASD installer, user, and maintenance personnel. This manual may also be used as a reference guide or for training. With this in mind, use this manual to develop a familiarity with the P9 before attempting to install, operate, or perform maintenance on the device.

Important Notice

The instructions contained in this manual are not intended to cover all details or variations in equipment types, nor may it provide for every possible contingency concerning the installation, operations, or maintenance of this equipment. Should additional information be required, contact your TIC Sales Representative.

The contents of this manual shall not become a part of or modify any prior or existing agreement, commitment, or relationship. The sales contract contains the entire obligation of Toshiba International Corporation. The warranty contained in the contract between the parties is the sole warranty of Toshiba International Corporation and any statements contained herein do not create new warranties or modify the existing warranty.

Any electrical or mechanical modifications to this equipment without prior written consent of Toshiba International Corporation may void all warranties and may void the UL/CSA listing or other safety certifications. Unauthorized modifications may also result in a safety hazard or equipment damage.

Misuse of this equipment could result in injury and equipment damage. In no event will Toshiba International Corporation be responsible or liable for direct, indirect, special, or consequential damage or injury that may result from the misuse of this equipment.

WE'VE REWRITTEN THE LAWS OF PUMP CONTROL

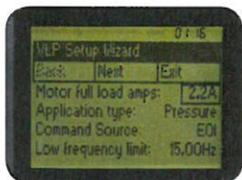


The Toshiba P9 adjustable speed drive is a revolution in pump control. By incorporating Toshiba's proprietary, ground-breaking Virtual Linear Pump (VLP) Technology, the P9 directly, precisely, and linearly controls pressure, temperature or flow. The P9 eliminates many obstacles users thought were an integral part of pump control and sets a new standard in ingenuity, performance, and ease-of-use for the pump industry.

- Linearizes Traditional Non-Linear Pump Curve, Providing User's System with Stable & Precise Variable Pumping Control
- Solves Problem of Load-Balancing Over Multiple Pumps
- Allows User to Configure System in Five Simple Steps, VLP Provides User with Complete Control in Only Minutes
- Self-Calibrates & Eliminates Common Pump Anomalies
- Protects Against Cavitation & Provides Thrust Bearing Protection
- Maximizes Energy Savings on Variable Torque Loads

> SIMPLE STARTUP AS IT'S NEVER BEEN SEEN BEFORE

Toshiba stands at the forefront of innovation with our remarkably intuitive and user-friendly startup. In fact, out-the-box, the P9 is only minutes from complete configuration and full optimization of your pump system performance.



STEP 1:
Input
Motor's Electrical
Specifications



STEP 2:
Input
Transducer
Specifications



STEP 3:
Input
VLP Maximum



STEP 4:
Input
VLP Minimum



STEP 5:
Complete
VLP Setup

> MAKE PID TUNING A THING OF THE PAST WITH VLP TECHNOLOGY

Toshiba's breakthrough VLP algorithm has taken PID and made it obsolete, completely reinventing how users control pressure or flow. With this new technology, after simply inputting a few values into the P9, optimum control is attained. Toshiba's VLP Setup Wizard effortlessly guides the user through the entire process!

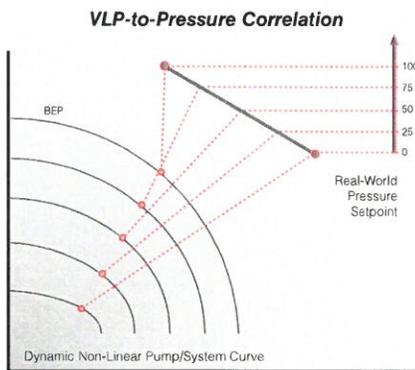
The setup process defines the operating boundaries by establishing a minimum VLP point and a maximum VLP point. By defining the minimum and maximum points, VLP creates an operating domain within the drive that is directly and proportionately related to the specific pumping system to which it is connected.

The P9 also offers safety features that protect the user's system from common pump anomalies. Protective features include:

- ▶ **Start & Stop Points** determine when to start and stop the pump based on user-set values and system feedback on pump water levels. These points work with a delay timer to ensure that frequent fluctuations in the system feedback do not unnecessarily start and stop the pump.

- ▶ **A Sleep Timer** shuts off the pump in order to reduce energy consumption and prolong the lifespan of pumping equipment after it has run at the VLP minimum for a user-specified amount of time.
- ▶ **A Run External Devices Feature** turns on external booster pumps to support the primary pump when necessary to increase energy savings and minimize pump and system failures.
- ▶ **A No-Flow/Low NPSH Cut-Off Feature** stops the pump once loss of feed water or a closed output valve has been detected to protect against cavitation.
- ▶ **A Sealing Water/Vacuum Priming Feature** automatically controls and improves system reliability by monitoring water flow and water level, and starting the pump once water flows through the seal or the pump is full of water.

> OPTIMIZE YOUR MULTI-PUMP SYSTEM



Prior to the P9 and VLP, pump-speed control was cumbersome and inefficient for multi-pump systems, resulting in unbalanced flow rates, pressure buildup, excessive wear-and-tear on pumping equipment, and unnecessary energy consumption. The P9, with its cutting-edge capabilities, has completely optimized multi-pump systems to dramatically reduce pressure buildup and energy consumption, thereby maximizing efficiency, energy savings, and the life of the pump equipment.

When several pumps are working on a common header, using a P9 in conjunction with a starter, allows multiple pumps to be managed simultaneously. The P9 gradually increases or decreases the pump speed, as required to meet the demand of the load.

Once VLP points have been established, the P9 will perform the following functions:

- Monitor Multi-Pump Systems for Friction Losses, Impeller Variations, & Other System Variables
- Adjust the System Accordingly to Ensure Only Necessary Pumps are Operating
- Balance Flow Rates for Each Operating Pump Under All Conditions
- Balance the Load for All Operating Pumps

> CENTRIFUGAL PUMPS

The P9 offers the same functionality and protective features for centrifugal pumping systems in numerous applicable industries. From vertical multi-stage pumps in a water municipality to slurry pumps in a coal mine, the P9 controls and protects centrifugal pumps with ease.

APPLICABLE PUMPS:

- Bilge
- Disc Flow
- Grinder
- Mixed-Flow Impeller
- Recessed Impeller
- Slurry
- Vertical Multi-Stage
- Vertical Turbine
- Water

APPLICABLE INDUSTRIES:

- Chemical
- City Municipality
- Coal Mine
- Food
- Industrial Marine
- Irrigation
- Paper
- Petroleum
- Power Plant
- Water/Wastewater



MODEL RANGE	1 to 150 HP	1 to 400 HP
Voltage Rating	200 to 240 VAC	380 to 480 VAC
Input Voltage Tolerance	10%	
Voltage Regulation	Main Circuit Voltage Feedback Control: Automatic, Fixed, & Off	
PWM Carrier Frequency	Adjustable 0.5 to 15 kHz (Drive Specific, Consult Factory)	
Control System	Sinusoidal PWM System, Flux-Field Current Vector Control	
V/f Pattern	Constant Torque, Voltage Decrease Curve, Automatic Torque Boost, Sensorless Vector Control, 5-Point V/f Custom Curve, PM Drive, & PG Feedback Vector Control	
Overload Current Rating	100% Continuous; 120% for One Minute	
Frequency Setting	Rotary Encoder Integrated into EOI, 0 to 10 VDC, ± 10 VDC, 0 to 20 mA, & Discrete Input	
Frequency Precision	Analog Input 0.2% of Maximum Output Frequency; Discrete/Communications Input 0.01% of Maximum Output Frequency	
Output Frequency Range	0 to 299 Hz	
Speed Regulation	Closed Loop (Up to 0.01%; 1000:1 Speed Range); Open Loop (Up to 0.1%; 60:1 Speed Range)	
Set Point Control (PID)	Proportional Gain, Integral Gain, Feedback Settings, Upper/Lower Deviation Limits, Feedback Source Delay Filter, & Feedback Settings Differential Gain	
VLP Function	Proprietary Toshiba Technology	
Retry	User-Set Number of Retries for Automatic System Restart After Trip	
Restart	Able to Smoothly Catch Freewheeling Motor (Bidirectional)	
Enclosure Type	NEMA 1	
Standards Compliance	UL-Approved	

INPUT/OUTPUT

Discrete Input Terminals	Eight Discrete Input Terminals Programmable to 57 Functions; May Be Increased Using Optional Hardware
Analog Inputs	Three: One 0 to 20 mA or 0 to 10 VDC Isolated Input, One 0 To 10 VDC Input, & One ± 10 VDC Input
Discrete Output Contacts	Three Programmable To 83 Functions; Two Form-A Contacts & One Form-C Contact
Analog Outputs	Two: One Programmable 4 to 20 mA or 0 to 10 VDC & One 4 to 20 mA Output
Communication Port	Half/Full Duplex RS485; Options: MODBUS RTU or Toshiba TSB Built-In Communications
Power Terminals	Input (L1, L2, L3), Output (T1, T2, T3), DCL (PO, PA), DBR (PA, PB), & DC BUS (PA, PC)

SAFETY FEATURES

Start & Stop Points	Determine Start/Stop Based On User-Set Values, Transducer Feedback Signal, & Programmable Discrete Input Terminal; Work with Delay Timer to Ensure Pump Does Not Start/Stop Too Frequently Due to Unstable/Fluctuating Input Signal
Sleep Timer	Shuts Off Pump After Pump Runs for User-Specified Time at VLP Minimum
Run External Devices	Turns on External Booster Pumps to Support Primary Pump when Necessary
No-Flow/Low NPSH Cut-Off	Stops Pump Once Loss of Water Feed or Closed Output Valve is Detected
Sealing Water/Vacuum Priming	Monitors Water Flow/Water Level & Starts Pump Once Water Flows through Seal or Pump Fills with Water

ELECTRONIC OPERATOR INTERFACE (EOI)

LCD (Liquid Crystal Display) EOI	Plain-English Back-Lit Display
LED (Light Emitting Diode) EOI	Seven-Segment Display
LED Indicators	Run (Red), Stop (Green), Hand (Green), & DC Bus Charge Indicator (Red)
Keys	Hand/Auto, ESC, Run, Mode, & Stop/Reset
Rotary Encoder	Encoder with Integrated Enter Key to View/Change Parameter Settings
Monitoring	Frequency Command Screen; Allows Two User-Selected Monitored Items to be Displayed; Selectable from: Output Current, DC Voltage, Output Voltage, Run Time, Comp. Frequency, VLP, Motor Overload, Motor Load, ASD Load, Input Power, Output Power, RR Input, V/I Input, RX Input, RX2 Input, AM/FM Output
Selectable Display Units	Completely Configurable Along with Scaling Factor Multiplier; Display Selectable Between Amps (A) or Percentage Of FLA (%); Voltage Display Selectable Between Volts or %

TOSHIBA INDUSTRIAL PRODUCTS:

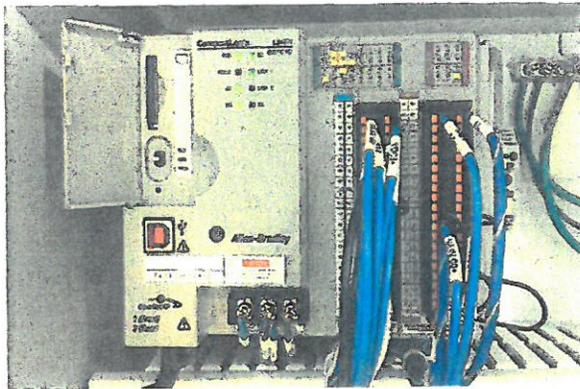
- Adjustable Speed Drives
- Motors
- Motor Controls
- Instrumentation & PLCs
- Uninterruptible Power Systems

TOSHIBA
Leading Innovation >>>

www.toshiba.com/ind



Advanced Automation & Controls, Inc.



About Us

Advanced Automation and Controls, Inc offers hands on expertise in the evaluation, design and integration of SCADA and Process Control Systems.

With over 65 years of combined staff experience in process controls and system integration, Advanced Automation and Controls provides the highest levels of professional technical experience and expertise in SCADA, Control System design and Process Control integration. Our services range from providing complete turnkey solutions to maintenance and support contracts. Our vast industrial knowledge and professional experience make us a solid choice for any process control needs.

Advanced Automation and Controls, Inc is also a registered **UL508a** Certified Control Panel Shop. Quality is key to overall success. Our UL certification shows that we are

Services

[Home / Services](#)

Experience in SCADA, Control System, Electrical and Design Consulting supports your needs with our knowledgeable team at Advanced Automation & Controls. Offering tum-key solutions for various process control applications, Advanced Automation & Controls serves both public and private sector clients.

Along with system integration services, our team of experts offers annual calibration and system testing, control panel design & fabrication and staff training. For more information, contact Tom Otto at 815.578.0655

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Design Engineering Agreement with Hutchison Engineering, Inc. for the resurfacing of Maplewood Drive	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: Not to exceed \$75,000.00	
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: March 22, 2019	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for a design engineering agreement with Hutchison Engineering, Inc. for roadway improvements associated with the resurfacing of Maplewood Drive, which is heavily used and showing significant wear.</p> <p>This project was programed in the Illinois Department of Transportation (IDOT) – Surface Transportation Program – Urban (STU) / Federal Aid Urban (FAU) Program with project design proposed to occur during the Village’s FY20 Budget and construction in the Village’s FY21 Budget. The Village is allocated approximately \$166,360.00 per year through this funding source, which can be utilized on select roadways within the community. While the current balance is \$250,512.87, IDOT allows future program year funds (3-5 years) to be drawn down to complete a project. The Flessner Avenue intersection was the last Village project funded using STU/FAU funds. IDOT has encouraged the Village to move forward with this project as it also has impacts on the local district.</p> <p>Hutchison Engineering, Inc. is recommended to prepare this project following their Request For Qualifications (RFQ) process selection last summer for aviation transportation related projects. During the discussions related to this specific project, their team displayed a thorough understanding of the project needs, identified additional funding opportunities and reinforced the importance of project close-out documentations.</p> <p>Funding for design is included in the Village’s FY 2020 Budget. Once design is completed and a construction cost opinion is established, construction funding options will be reviewed and recommended.</p>		
<p>RECOMMENDED ACTION: Authorize the approval of an engineering agreement with Hutchison Engineering, Inc. for roadway improvements associated with the resurfacing of Maplewood Drive in the not-to-exceed amount of \$75,000.00.</p>		
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>	
AGENDA PAGE NUMBER:		

Municipality Village of Rantoul	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Hutchison Engineering, Inc.
Township N/A				Address 2015 W. Glen Ave., Suite 210
County Champaign				City Peoria
Section 17-00110-00-PV				State Illinois

THIS AGREEMENT is made and entered into this _____ day of February, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Maplewood Drive Resurfacing

Route FAU 7094 Length 1.41 Mi. 7430.00 FT (Structure No. N/A)

Termini Sta. 4+48 (Veterans Parkway) to Sta. 78+78 (North Corporate Limits)

Description:

Project consists of pavement patching, cold milling, HMA resurfacing, sidewalks, and pavement markings.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare BLR 19100 for approval by the DEPARTMENT..
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1g, 1k, 2, and 3 of the ENGINEER AGREES at actual cost of performing such work plus 125 percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. CADD time, robotic, total station, GPS will be billed at the Engineer's current rate. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. ~~Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

Payment for all engineering services described under ENGINEER AGREES shall not exceed \$75,000 unless approved in writing by the LA.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed. ~~in accordance with the following schedule:~~
 - a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h, 2, 3 and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 125 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 125 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
-

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

_____ of the

(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Board

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Hutchison Engineering, Inc.

2015 W. Glen Ave., Suite 210

ATTEST:

Peoria, IL 61614

By

W. Shan Lan

By

Gregory Alberts

Title

Secretary Vice President

Title

President

Approved

Date

Department of Transportation

Regional Engineer

Untitled Map

Write a description for your map.

Legend

- Rantoul
- Style1
- Style2
- Style3
- Style4
- Style5
- Style6

CORPORATE LIMIT

SPORTS COMPLEX

BRIARCLIFF

EASTLAWN ELEMENTARY

BIKE TRAIL

US 136

FAIRLAWN CHERYL

VETERANS



4000ft

Rantoul

Google Earth

© 2018 Google

Rantoul - STU FUNDS

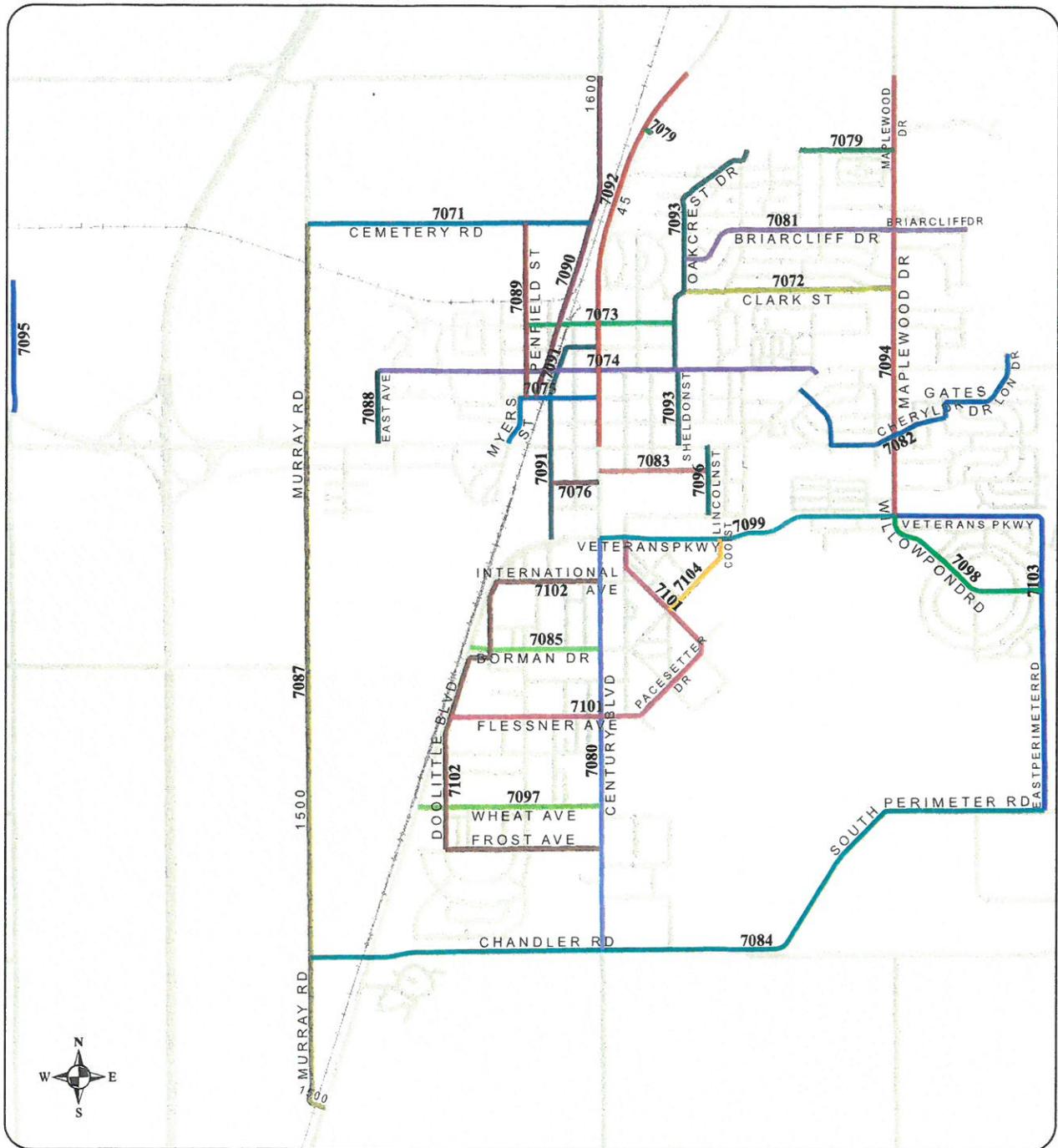
\$250,512.87 STU/FAU Unobligated Balance as of date below

* Included in Unobligated Balance

FY 2020	\$166,360.90	Allotment	
	\$250,512.87	Begin Bal.	TIP No
	\$50,000.00	17-00110-00-PV (PEI/PEII)	
	\$366,873.77	End Bal.	
FY 2021	\$166,360.90	Allotment	
	\$533,234.67	Begin Bal.	TIP No
	\$50,000.00	17-00110-00-PV (CE)	
	\$800,000.00	17-00110-00-PV	
	-\$316,765.33	End Bal.	
FY 2022	\$166,360.90	Allotment	
	-\$150,404.43	Begin Bal.	TIP No
	-\$150,404.43	End Bal.	
FY 2023	\$166,360.90	Allotment	
	\$15,956.47	Begin Bal.	TIP No
	\$15,956.47	End Bal.	
FY 2024	\$166,360.90	Allotment	
	\$182,317.37	Begin Bal.	TIP No
	\$182,317.37	End Bal.	

31-Jan-19

Village of Rantoul, Illinois



Legend			
Route	FAU 7080	FAU 7089	FAU 7097
FAU 7071	FAU 7081	FAU 7090	FAU 7098
FAU 7072	FAU 7082	FAU 7091	FAU 7099
FAU 7073	FAU 7083	FAU 7092	FAU 7101
FAU 7074	FAU 7084	FAU 7093	FAU 7102
FAU 7075	FAU 7085	FAU 7094	FAU 7103
FAU 7076	FAU 7087	FAU 7095	FAU 7104
FAU 7079	FAU 7088	FAU 7096	

FAU Route Map

4-1.02 Surface Transportation Program

4-1.02(a) General

The Surface Transportation Program (STP) provides federal funds for the following types of projects:

- highway projects on all functional classes, except facilities functionally classified as “local”;
- bridge projects on any public road, including “local” functional classes;
- transit capital projects; and
- public bus terminals and facilities.

The basic objective of STP is to provide Federal-aid for improvements to facilities not on the NHS. The Program is aimed at providing more flexibility in determining transportation solutions and enhanced planning and management systems to the states and local governments.

STP funds also may be used for activities such as environmental provisions, modifications to meet accessibility for disabled requirements, infrastructure-based intelligent transportation system capital improvements, and privately owned inter-city bus terminals and facilities.

STP funds are distributed to each state based on its lane-miles of Federal-aid highways; total vehicle-miles traveled on those highways, and estimated contributions to the Highway Account of the Highway Trust Fund. Because of its emphasis on highway facilities that do not have national importance, STP provides the largest source of Federal-aid funds available for local facilities in Illinois.

Once the funds are distributed to the states, each state must set aside 10% for safety construction activities and 10% for transportation enhancements. Each state must then divide 50% of the funds by population between each of its areas over 200,000 and the remaining areas of the state. The remaining 30% can be used in any area of the state.

Before distribution of the funds statewide, 1.5% of the funds are set aside for Highway Planning and Research (HPR) purposes.

A State's STP allocation is further subdivided according to Federal-aid provisions. These are discussed in the following Sections.

⇒ **4-1.02(b) Urban**

Urban areas receive an STP suballocation based on the state's urban population. Illinois identifies these funds as “STU.” Urban areas are those areas identified by the U.S. Bureau of Census as having a contiguous population of 50,000 or more (urbanized areas) or 5000 or more but less than 50,000 (small urban areas). The urban area boundaries are established by the State, in cooperation with the Metropolitan Planning Organizations (MPOs) and other appropriate local officials, and approved by FHWA. For the STP urban suballocation (STU), the distribution formula segregates urban population densities into the following three categories:

- less than 50,000;

BUREAU OF LOCAL ROADS & STREETS
LOCAL ROADS AND STREETS FUNDING

Nov 2012

4-1(3)

- between 50,001 and 200,000; and
- more than 200,000.

The urban STP suballocation provides specific funding amounts for each urban area nationwide with populations exceeding 200,000. There are five metropolitan areas in Illinois meeting the 200,000 population level — Chicago, Peoria, Rockford, Quad Cities (Rock Island-Moline-Bettendorf-Davenport), and East St. Louis/St. Louis. There are eight areas in Illinois that have populations over 50,000 but less than 200,000. The Central BLRS specifies the STU suballocation of funds based on percentages of population of the urban area to the districts.

By law, any urban area of over 50,000 must undertake a process to develop transportation plans and programs formulated on the basis of transportation needs and with due consideration to comprehensive, long-range land use plans, development objectives, and social, economic, environmental, and energy conservation goals. The structure for this type of program must include a designated MPO agreed to by the local units of government and officially designated by the Governor as the recognized body. Further distribution of STU funds in these areas is coordinated by the designated MPO.

The third area of population, less than 50,000, receives STU fund allocation at the district level. The distribution is also based on population.

4-1.02(c) Rural

Rural areas are all areas outside of urbanized and small urban areas.

Prior to the recent federal highway authorization bills, four counties in District One (e.g., Will, Kane, Lake, McHenry) received funds that were provided for improvement to Federal-aid Secondary (FAS) designated routes. An agreement was reached by IDOT and the four District One counties to distribute a minimum of \$2 million of STR funds per year to the counties as replacement funds for FAS funds that are no longer available.

District One distribution of STR funds by IDOT is determined as follows:

- 50% of the annual allotment is allocated equally to the counties; and
- 50% of the annual allotment is allocated based on the proportion of total population per county.

The formula for distribution of the STR funds to Districts 2 through 9 is as follows:

- 10% divided equally among the downstate counties, Districts 2 through 9; and
- the balance being allocated to the downstate counties on the basis of the following three factors with equal weight being given to each factor:
 - + non-urban area,
 - + non-urban population, and
 - + non-urban mileage (total all systems).

Federal requirements stipulate that up to 15% of the rural STP suballocation can be spent on rural minor collectors.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: MFT Resolution – Design Engineering Funding for the Maplewood Drive Resurfacing Project (Section 17-00110-00-PV)	DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT: \$75,000.00	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 26, 2019	
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the funding of the design engineering through the use of Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds for the resurfacing of Maplewood Drive. This MFT Resolution is in the amount of \$75,000.00 and is included in the Village’s FY20 Budget.</p> <p>The design engineering is proposed to utilize MFT funds in order to allow the full allocation of the federal STU/FAU program funds to be applied to the construction phase in Village’s FY21 Budget. This resolution supplements and serves as the funding source for the Design Engineering Agreement with Hutchison Engineering, Inc.</p> <p>(For reference, STU is the “Surface Transportation Program – Urban” and FAU is the “Federal Aid Urban (FAU) program”.)</p> <p>Four (4) certified originals of the resolution are required to be submitted to the IDOT District 5 office.</p>		
RECOMMENDED ACTION: Authorize the approval of an Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) resolution in the amount of \$75,000.00 for the design engineering funding for the Maplewood Drive resurfacing project.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 	
AGENDA PAGE NUMBER:		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Sale of 1112 Enterprise Dr. (Building 513)	DEPARTMENT: Public Works - EDC
AGENDA SECTION:	AMOUNT: \$105,000.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: March 26, 2019
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the sale of the former Chanute AF Base Building #513 located at 1112 Enterprise Drive. This property consists of a 3,000 square foot brick building located on approximately 0.5 acre lot. This building is unoccupied and has been listed with Coldwell Banker Devenoshire Realty. The Village has since received two (2) proposals with the highest offer being from Lexycan, LLC in the amount of \$105,000.00.</p> <p>The sale of this building will continue the redevelopment efforts of the former base area. The new owner will look to renovate this building and redevelop this site. The buyer has requested a closing cost credit in the amount of \$25,000.00 to offset the cost of roof repair/replacement.</p> <p>The Village holds this properties' title which is within the Economic Development Conveyance (EDC) footprint. A down payment of \$5,000.00 will be made and held until the closing occurs. The proceeds from the sale will be earmarked for future EDC improvement projects as outlined in the EDC Agreement with the Air Force.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of the sale of former Base Building 513 located at 1112 Enterprise Dr. in the amount of \$105,000.00.</p>	
<p>DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>gh</i></p>	<p>VILLAGE ADMINISTRATOR: Scott Eisenhauer <i>scott Eisenhauer</i></p>
AGENDA PAGE NUMBER:	

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER

AND

LEXYCAN LLC,
AS BUYER

DATED AS OF MARCH 1, 2019

This Instrument was prepared by:

Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of March 1, 2019, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and Lexycan LLC, an Illinois limited liability company, 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 1112 Enterprise Drive, Rantoul, Illinois, which is more particularly described on Exhibit A attached hereto and made a part hereof (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 \$105,000.00 as the total price for the Premises as follows:

(a) Buyer has paid \$5,000.00 as earnest money to be deposited and held in the trust account of Coldwell Banker Commercial Devonshire Realty, Champaign, Illinois for delivery to Seller at the time of closing,

(b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller, and

(c) Seller shall allow Buyer at closing a credit in the amount of \$25,000.00 toward the repair or replacement of the roof to the Premises.

Section 1.3. Due Diligence.

(a) For a period of 45 days after the Effective Date of this Agreement (the “**Due Diligence Period**”), Buyer and its 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 building, the parking lots, all structural and mechanical systems within the building, including, but not limited to, sprinkler systems, power lines and panels and plumbing; and (2) 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 operating of the Premises in the manner contemplated by Buyer, or if Buyer, in its sole discretion, otherwise determines that the Premises is unsatisfactory to it, then Buyer may terminate this Agreement by written notice to Sellers, given not later than the last day of the Due Diligence Period, or Buyer and Seller may agree to provide Buyer a credit against the purchase price, provided that any such amendment shall not be valid unless mutually signed prior to the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement, the earnest money shall be returned to Buyer 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 its 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 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 its 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) The physical condition of the Premises shall be substantially the same on the date of possession, as it exists as of the Effective Date of this Agreement, reasonable wear and tear excepted. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession and closing.

Section 1.4. 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 such later date as may be mutually agreed to by the parties (the "**Closing Date**"), at the office of Seller or Buyer's lender.

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 a title company doing business in Champaign County, Illinois, committing the 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. The parties agree that each shall be responsible for payment of one-half (1/2) of the search costs of providing such Title Insurance policy. In the event this is a 'Cash Transaction', Buyer and Seller agree to share equally any closing costs, exclusive of the cost of applicable closing protection letters and wire fees.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only 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, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed dated September 10, 2014, from the United States of America, acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been provided to or otherwise been made available to the Buyer.

(b) If title evidence discloses exceptions other than those permitted, 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; Deliveries at Closing. 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 exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and 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.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III
REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the Effective Date 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 3.1 shall survive the Closing.

Section 3.2. 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 following procedures shall apply:

(a) If the aggregate cost of repair or replacement of the Damage (collectively, “**Repair and/or Replacement**”) is \$25,000 or less, Buyer shall close and take the Property as diminished by such events, subject to a reduction in the Purchase Price applied against the balance of the purchase price otherwise due at the Closing in the full amount of the Repair and/or Replacement. Any casualty insurance shall be the sole property of Seller.

(b) If the aggregate cost of Repair and/or Replacement is greater than \$25,000 or in the event of a Condemnation, then Buyer, at its sole option, may elect either to (1) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money; or (2) proceed to close subject to (i) a reduction on the Purchase Price of \$25,000, applied against the balance of the purchase price otherwise due at the Closing; together with (ii) an assignment of the proceeds of Seller’s casualty insurance for all Damage (or condemnation awards for any Condemnation) in excess of \$25,000. In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim.

(c) In the event of a dispute between Seller and Buyer with respect to the cost of Repair and/or Replacement in connection with the matters set forth in this Section, Seller and Buyer shall select an independent engineer licensed to practice in Champaign County, Illinois, who shall resolve such dispute. All fees, costs and expenses of such licensed engineer so selected shall be shared equally by Seller and Buyer.

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) are 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:

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

- (i) In the case of Buyer, to:
Lexycan LLC
1612 Mullikin Drive
Champaign, IL 61822
Attn: Lu Ye
Tel: (217) ____-____

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. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

Section 5.9. Successors in Interest. 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.

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**

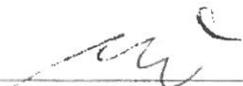
By: _____
Village President

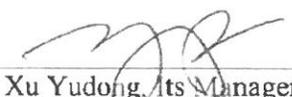
ATTEST:

By: _____
Village Clerk

Date: _____

**LEXYCAN LLC,
AS BUYER**

By:  _____
Lu Ye, Its Manager

By:  _____
Xu Yudong, Its Manager

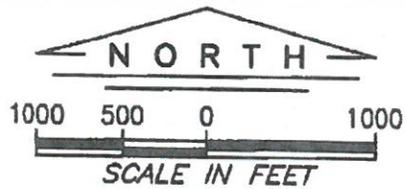
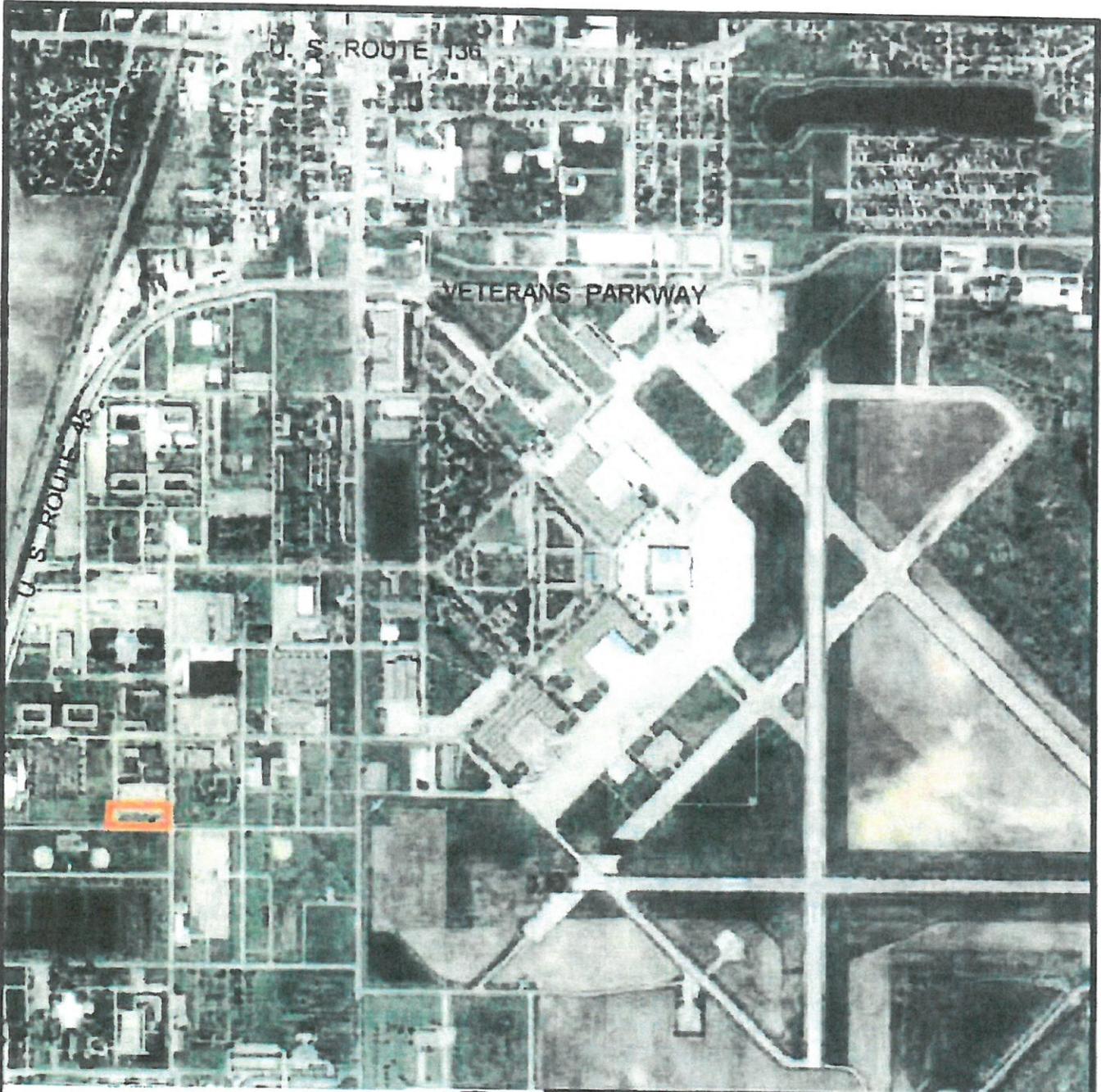
Date: 3/24/2019

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

EXHIBIT A

Legal Description

Lot 1 of Parcel A2c-b1 Subdivision in a part of the Northwest Quarter of Section 10, Township 21 North, Range 9 East of the Third Principal Meridian, Village of Rantoul, Champaign County, Illinois



SUBDIVISION 2
 1 LOT MINOR SUBDIVISION
 IN NORTHEAST QUARTER OF SECTION 10
 TOWNSHIP 21 NORTH, RANGE 9 EAST
 OF THE THIRD PRINCIPAL MERIDIAN
 VILLAGE OF RANTOUL
 CHAMPAIGN COUNTY, ILLINOIS

— AREA OF INTEREST



BERNS, CLANCY AND ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 405 EAST MAIN STREET - POST OFFICE BOX 755
 URBANA, ILLINOIS 61803-0755
 PHONE: (217) 384-1144 • FAX: (217) 384-3355

AERIAL PHOTOGRAPHY FROM GOOGLE EARTH
 DATED MAY 2015

SHEET 1 OF 3 **DATE: 040317** **JOB: 7451**

FILE: 7451EX.dwg

ORDINANCE NO. 2608

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(1112 Enterprise Drive)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 1112 Enterprise Drive, Rantoul, Illinois, which is more particularly described on Exhibit A attached to the Agreement (the “**Real Estate**”); and

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

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate by and between the Village, as Seller, and LEXYCAN, LLC, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$105,000.00 (the “**Agreement**”).

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

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

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

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

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

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

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

PASSED this 9th day of April, 2019.

Village Clerk

APPROVED this 9th day of April, 2019.

Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

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

AND

**LEXYCAN LLC,
AS BUYER**

DATED AS OF MARCH 1, 2019

This Instrument was prepared by:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of March 1, 2019, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and Lexycan LLC, an Illinois limited liability company, 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 1112 Enterprise Drive, Rantoul, Illinois, which is more particularly described on Exhibit A attached hereto and made a part hereof (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 \$105,000.00 as the total price for the Premises as follows:

(a) Buyer has paid \$5,000.00 as earnest money to be deposited and held in the trust account of Coldwell Banker Commercial Devonshire Realty, Champaign, Illinois for delivery to Seller at the time of closing,

(b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller, and

(c) Seller shall allow Buyer at closing a credit in the amount of \$25,000.00 toward the repair or replacement of the roof to the Premises.

Section 1.3. Due Diligence.

(a) For a period of 45 days after the Effective Date of this Agreement (the “**Due Diligence Period**”), Buyer and its 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 building, the parking lots, all structural and mechanical systems within the building, including, but not limited to, sprinkler systems, power lines and panels and plumbing; and (2) 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 operating of the Premises in the manner contemplated by Buyer, or if Buyer, in its sole discretion, otherwise determines that the Premises is unsatisfactory to it, then Buyer may terminate this Agreement by written notice to Sellers, given not later than the last day of the Due Diligence Period, or Buyer and Seller may agree to provide Buyer a credit against the purchase price, provided that any such amendment shall not be valid unless mutually signed prior to the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement, the earnest money shall be returned to Buyer 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 its 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 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 its 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) The physical condition of the Premises shall be substantially the same on the date of possession, as it exists as of the Effective Date of this Agreement, reasonable wear and tear excepted. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession and closing.

Section 1.4. 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 such later date as may be mutually agreed to by the parties (the "**Closing Date**"), at the office of Seller or Buyer's lender.

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 a title company doing business in Champaign County, Illinois, committing the 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. The parties agree that each shall be responsible for payment of one-half (1/2) of the search costs of providing such Title Insurance policy. In the event this is a 'Cash Transaction', Buyer and Seller agree to share equally any closing costs, exclusive of the cost of applicable closing protection letters and wire fees.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only 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, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed dated September 10, 2014, from the United States of America, acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been provided to or otherwise been made available to the Buyer.

(b) If title evidence discloses exceptions other than those permitted, 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; Deliveries at Closing. 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 exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and 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.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the Effective Date 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 3.1 shall survive the Closing.

Section 3.2. 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 following procedures shall apply:

(a) If the aggregate cost of repair or replacement of the Damage (collectively, “**Repair and/or Replacement**”) is \$25,000 or less, Buyer shall close and take the Property as diminished by such events, subject to a reduction in the Purchase Price applied against the balance of the purchase price otherwise due at the Closing in the full amount of the Repair and/or Replacement. Any casualty insurance shall be the sole property of Seller.

(b) If the aggregate cost of Repair and/or Replacement is greater than \$25,000 or in the event of a Condemnation, then Buyer, at its sole option, may elect either to (1) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money; or (2) proceed to close subject to (i) a reduction on the Purchase Price of \$25,000, applied against the balance of the purchase price otherwise due at the Closing; together with (ii) an assignment of the proceeds of Seller’s casualty insurance for all Damage (or condemnation awards for any Condemnation) in excess of \$25,000. In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim.

(c) In the event of a dispute between Seller and Buyer with respect to the cost of Repair and/or Replacement in connection with the matters set forth in this Section, Seller and Buyer shall select an independent engineer licensed to practice in Champaign County, Illinois, who shall resolve such dispute. All fees, costs and expenses of such licensed engineer so selected shall be shared equally by Seller and Buyer.

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) are 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:

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

- (i) In the case of Buyer, to:
Lexycan LLC
1612 Mullikin Drive
Champaign, IL 61822
Attn: Lu Ye
Tel: (217) ____ - ____

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. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

Section 5.9. Successors in Interest. 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.

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: _____

**LEXYCAN LLC,
AS BUYER**

By: _____
Lu Ye, Its Manager

By: _____
Xu Yudong, Its Manager

Date: _____

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

EXHIBIT A

Legal Description

Lot 1 of Parcel A2c-b1 Subdivision in a part of the Northwest Quarter of Section 10, Township 21 North, Range 9 East of the Third Principal Meridian, Village of Rantoul, Champaign County, Illinois

ORDINANCE NO. 2609

**AN ORDINANCE
AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE
(320, 324 and 328 Illinois Drive, Rantoul, Illinois)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to acquire any real estate, including any interest therein, for municipal purposes in such manner as the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village may authorize; and

WHEREAS, the Corporate Authorities of the Village have determined that it is advantageous and desirable for municipal purposes and the public welfare of its residents for the Village to acquire certain real estate in order to promote and protect the health, safety, morals and welfare of the public and to eliminate certain flooding within the Village; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted three forms of a Contract for Sale of Real Estate (the “**Contracts**”) by and between the persons listed below, as Seller (the “**Sellers**”), and the Village, as Buyer, whereby the Sellers agree to sell and the Village agrees to purchase the respective parcels of real estate, together with related improvements and appurtenances located thereon (as more particularly described in the Contracts, the “**Premises**”) set forth after the names of each of the Sellers below as follows:

Michael Ziegler
320 Illinois Drive
Rantoul, IL 61866
PIN: 20-03-35-378-001
Purchase Price: \$65,000.00

Dale Sleigh and Debbie Sleigh
324 Illinois Drive
Rantoul, IL 61866
PIN: 20-03-35-378-002
Purchase Price: \$120,000.00

Charles Cain and Elaine Cain
328 Illinois Drive
Rantoul, IL 61866
PIN: 20-03-35-378-003
Purchase Price: \$100,000.00

; and

WHEREAS, the Purchase Price for each of the Premises is listed above as it pertains to each of the Sellers and the respective Premises.

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

Section 1. That the acquisition of each of the Premises by the Village from each of the respective Sellers for the purposes as set forth in the preambles and recitals of this Ordinance and under such terms and conditions as set forth in each of the Contracts be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver each of the Contracts, and the Village Clerk is hereby authorized to attest the same, with such insertions, changes or revisions in the form of each such Contract as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Contract as authorized and approved by this Ordinance.

Section 3. That all actions of the officers, employees and agents of the Village heretofore taken in connection with each of the Contracts and the respective acquisition of each of the Premises are hereby ratified, confirmed and approved.

Section 4. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file all such supplemental deeds, documents, agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish the purposes of this Ordinance and the consummation of the conveyance of each of the Premises to the Village in accordance with the respective terms, conditions and undertakings of the respective Contract.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a regular meeting held on the date set forth below upon a roll call vote as follows:

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 9th day of April, 2019.

Village Clerk

APPROVED this 9th day of April, 2019.

Village President

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE, including Exhibit A and the amendments attached hereto and made a part hereof, if any, (collectively, this “**Contract**”) is made by and between MICHAEL ZIEGLER (the “**Seller**”) and the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation (the “**Buyer**”).

WITNESSETH:

1. **Real Estate Description.** Seller agrees to sell and Buyer agrees to purchase the real estate described on Exhibit A attached hereto and made a part hereof (the “**Real Estate**”), together with all improvements and appurtenances thereon, if any (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Contract.

2. **Purchase Price.** Buyer agrees to pay to Seller the total sum of \$65,000.00 as the purchase price of the Premises. Such purchase price, adjusted by prorations and credits allowed the parties under this Contract, shall be paid to Seller in cash at closing by check or other form of payment acceptable to Seller.

3. **Possession and Closing.** Seller shall deliver possession of the Premises to Buyer concurrently with the closing of this transaction which shall be held on such date within a period of 180 days after the date of execution of this Contract by Seller and at such place as the parties may agree.

4. **Personal Property.** No items of personal property are included in this sale.

5. **Condition of Premises.** Buyer acknowledges having inspected the Premises and being acquainted with the condition thereof. Buyer accepts the same as of the time the Buyer executed this Contract in **AS-IS** condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs or other improvements.

6. **Deed of Conveyance.** Seller shall execute a recordable Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein, to be delivered to Buyer at the closing of this transaction upon Buyer’s compliance with the terms of this Contract.

7. **Encumbrances.** Seller expressly warrants that no contracts for the furnishing of any labor or material to the Premises, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not at the time of closing be any unrecorded leases or contracts relating to the Premises, except as heretofore disclosed to Buyer. Seller expressly warrants that there is no pending rezoning, reassessment or special assessment proceedings affecting the Premises.

8. **Taxes and Assessments.** Real estate taxes, apportioned up to the date of execution of this Contract by Seller, shall be Seller’s expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. The transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller’s expense. All such taxes and special assessments, if any, shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

9. **Risk of Loss.** If, prior to the earlier of the delivery of possession or closing hereunder, the improvements on the real estate shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option to terminate this Contract and receive a refund of any earnest money paid by Buyer to Seller under this Contract.

10. **Evidence of Title.**

a. Within a reasonable time after the respective execution and delivery of this Contract by each of the parties hereto, Seller shall deliver to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in Champaign County, Illinois, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Seller's search charges, and all of Seller's recording charges.

b. Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; applicable zoning laws and building codes and ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the real estate and which do not restrict reasonable use of the real estate; and party wall rights, if any, of any owner of adjoining real estate.

c. If title evidence discloses exceptions other than those permitted, 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 deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract and receive a refund of any earnest money paid by Buyer to Seller under this Contract.

11. **Inspections.** All inspections required by Buyer shall be at Buyer's expense unless otherwise expressly provided in this Contract.

12. **Release.** Seller, for himself and for his heirs, executors administrators and assigns, hereby remises, releases and forever discharges the Village of Rantoul, Champaign County, Illinois and Rantoul City School District Number 137, Champaign County, Illinois (the "**District**") and any of the respective officers, employees and agents and their respective successors and assigns of the Village and the District, of and from any and all claims, demands, debts, rights, actions, causes of action, suits, controversies, agreements, promises and all other liabilities of whatever kind or nature, present or contingent, which we at any time ever had, now have or which we, our heirs, executors, administrators and assigns hereafter can, shall or may have, against the Village and the District, and any of their respective officers, employees and agents and their respective successors and assigns, arising from or by reason of any past, present or future flooding or storm water accumulation or runoff in, on or about the Premises, and any and all consequences resulting therefrom whether known or unknown or foreseen or unforeseen. The provisions of this Section 12 shall survive the closing.

13. **Default.**

a. If Buyer fails to make any payment or to perform any obligation imposed upon Buyer under this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, Buyer is deemed in default and Seller may take one or more of the following actions: re-sell the real estate to another party and retain any earnest money paid by Buyer to Seller as liquidated damages; maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Buyer; or maintain any other or different remedy allowed by law.

b. In the event of failure of Seller to perform the obligations imposed upon Seller under this Contract, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Seller; or maintain any other or different remedy allowed by law.

c. The foregoing remedies 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.

d. Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this Contract.

14. **Notices.** Any notice required under this Contract to be served upon Seller or Buyer shall be in writing and shall be deemed effective when actually received or when mailed by certified mail to such party at the respective notice address of such party set forth beneath the signature of each such party below. Notice to or from one of multiple parties constituting Seller shall be effective as to all parties constituting Seller.

15. **Compliance.** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of applicable law.

16. **Real Estate Fees or Commissions.** Seller and Buyer each respectively represent to the other that no real estate fees or commissions shall be incurred by either party in connection with this transaction.

17. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those set forth in this Contract.

18. **References.** For all purposes of this Contract, references to singular parties shall apply to plural parties as well and references to a specific number of days shall mean calendar days.

19. **Time of the Essence.** The time for performance of the obligations of each of the parties is of the essence of this Contract.

IN WITNESS WHEREOF, the each of parties hereto have executed and delivered this Contract as of the date set forth below.

SELLER'S SIGNATURE

MICHAEL ZIEGLER

Date: _____

BUYER'S SIGNATURES

VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By: _____
President

ATTEST:

By: _____
Village Clerk

Date: _____

Notice Address:

702 North Lake of the Woods Road
Mahomet, IL 61853

Notice Address:

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866
Attn: Village President

EXHIBIT A

Description of Real Estate

Lot 38 Youman's Subdivision

Commonly known as 320 Illinois Drive, Rantoul, Illinois
PIN 20-03-35-378-001

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE, including Exhibit A and the amendments attached hereto and made a part hereof, if any, (collectively, this “**Contract**”) is made by and between DALE SLEIGH and DEBBIE SLEIGH (collectively, the “**Seller**”) and the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation (the “**Buyer**”).

WITNESSETH:

1. **Real Estate Description.** Seller agrees to sell and Buyer agrees to purchase the real estate described on Exhibit A attached hereto and made a part hereof (the “**Real Estate**”), together with all improvements and appurtenances thereon, if any (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Contract.

2. **Purchase Price.** Buyer agrees to pay to Seller the total sum of \$120,000.00 as the purchase price of the Premises. Such purchase price, adjusted by prorations and credits allowed the parties under this Contract, shall be paid to Seller in cash at closing by check or other form of payment acceptable to Seller.

3. **Possession and Closing.** Seller shall deliver possession of the Premises to Buyer concurrently with the closing of this transaction which shall be held on such date within a period of 180 days after the date of execution of this Contract by Seller and at such place as the parties may agree.

4. **Personal Property.** No items of personal property are included in this sale.

5. **Condition of Premises.** Buyer acknowledges having inspected the Premises and being acquainted with the condition thereof. Buyer accepts the same as of the time the Buyer executed this Contract in **AS-IS** condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs or other improvements.

6. **Deed of Conveyance.** Seller shall execute a recordable Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein, to be delivered to Buyer at the closing of this transaction upon Buyer’s compliance with the terms of this Contract.

7. **Encumbrances.** Seller expressly warrants that no contracts for the furnishing of any labor or material to the Premises, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not at the time of closing be any unrecorded leases or contracts relating to the Premises, except as heretofore disclosed to Buyer. Seller expressly warrants that there is no pending rezoning, reassessment or special assessment proceedings affecting the Premises.

8. **Taxes and Assessments.** Real estate taxes, apportioned up to the date of execution of this Contract by Seller, shall be Seller’s expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. The transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller’s expense. All such taxes and special assessments, if any, shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

9. **Risk of Loss.** If, prior to the earlier of the delivery of possession or closing hereunder, the improvements on the real estate shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option to terminate this Contract and receive a refund of any earnest money paid by Buyer to Seller under this Contract.

10. **Evidence of Title.**

a. Within a reasonable time after the respective execution and delivery of this Contract by each of the parties hereto, Seller shall deliver to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in Champaign County, Illinois, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Seller's search charges, and all of Seller's recording charges.

b. Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; applicable zoning laws and building codes and ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the real estate and which do not restrict reasonable use of the real estate; and party wall rights, if any, of any owner of adjoining real estate.

c. If title evidence discloses exceptions other than those permitted, 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 deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract and receive a refund of any earnest money paid by Buyer to Seller under this Contract.

11. **Inspections.** All inspections required by Buyer shall be at Buyer's expense unless otherwise expressly provided in this Contract.

12. **Release.** Seller, jointly and severally, for ourselves and for our heirs, executors administrators and assigns, hereby remise, release and forever discharge the Village of Rantoul, Champaign County, Illinois and Rantoul City School District Number 137, Champaign County, Illinois (the "**District**") and any of the respective officers, employees and agents and their respective successors and assigns of the Village and the District, of and from any and all claims, demands, debts, rights, actions, causes of action, suits, controversies, agreements, promises and all other liabilities of whatever kind or nature, present or contingent, which we at any time ever had, now have or which we, our heirs, executors, administrators and assigns hereafter can, shall or may have, against the Village and the District, and any of their respective officers, employees and agents and their respective successors and assigns, arising from or by reason of any past, present or future flooding or storm water accumulation or runoff in, on or about the Premises, and any and all consequences resulting therefrom whether known or unknown or foreseen or unforeseen. The provisions of this Section 12 shall survive the closing.

13. **Default.**

a. If Buyer fails to make any payment or to perform any obligation imposed upon Buyer under this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, Buyer is deemed in default and Seller may take one or more of the following actions: re-sell the real estate to another party and retain any earnest money paid by Buyer to Seller as liquidated damages; maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Buyer; or maintain any other or different remedy allowed by law.

b. In the event of failure of Seller to perform the obligations imposed upon Seller under this Contract, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Seller; or maintain any other or different remedy allowed by law.

c. The foregoing remedies 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.

d. Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this Contract.

14. **Notices.** Any notice required under this Contract to be served upon Seller or Buyer shall be in writing and shall be deemed effective when actually received or when mailed by certified mail to such party at the respective notice address of such party set forth beneath the signature of each such party below. Notice to or from one of multiple parties constituting Seller shall be effective as to all parties constituting Seller.

15. **Compliance.** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of applicable law.

16. **Real Estate Fees or Commissions.** Seller and Buyer each respectively represent to the other that no real estate fees or commissions shall be incurred by either party in connection with this transaction.

17. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those set forth in this Contract.

18. **References.** For all purposes of this Contract, references to singular parties shall apply to plural parties as well and references to a specific number of days shall mean calendar days.

19. **Time of the Essence.** The time for performance of the obligations of each of the parties is of the essence of this Contract.

IN WITNESS WHEREOF, the each of parties hereto have executed and delivered this Contract as of the date set forth below.

SELLER'S SIGNATURES

DALE SLEIGH AND DEBBIE SLEIGH

By: _____
Dale Sleigh

By: _____
Debbie Sleigh

Date: _____

Notice Address:

324 Illinois Drive
Rantoul, IL 61866

BUYER'S SIGNATURES

VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By: _____
President

ATTEST:

By: _____
Village Clerk

Date: _____

Notice Address:

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866
Attn: Village President

EXHIBIT A

Description of Real Estate

Lot 39 Youman's Subdivision

Commonly known as 324 Illinois Drive, Rantoul, Illinois
PIN 20-03-35-378-002

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE, including Exhibit A and the amendments attached hereto and made a part hereof, if any, (collectively, this “**Contract**”) is made by and between CHARLES CAIN and ELAINE CAIN (collectively, the “**Seller**”) and the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation (the “**Buyer**”).

WITNESSETH:

1. **Real Estate Description.** Seller agrees to sell and Buyer agrees to purchase the real estate described on Exhibit A attached hereto and made a part hereof (the “**Real Estate**”), together with all improvements and appurtenances thereon, if any (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Contract.

2. **Purchase Price.** Buyer agrees to pay to Seller the total sum of \$100,000.00 as the purchase price of the Premises. Such purchase price, adjusted by prorations and credits allowed the parties under this Contract, shall be paid to Seller in cash at closing by check or other form of payment acceptable to Seller.

3. **Possession and Closing.** Seller shall deliver possession of the Premises to Buyer concurrently with the closing of this transaction which shall be held on such date within a period of 180 days after the date of execution of this Contract by Seller and at such place as the parties may agree.

4. **Personal Property.** No items of personal property are included in this sale.

5. **Condition of Premises.** Buyer acknowledges having inspected the Premises and being acquainted with the condition thereof. Buyer accepts the same as of the time the Buyer executed this Contract in **AS-IS** condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs or other improvements.

6. **Deed of Conveyance.** Seller shall execute a recordable Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein, to be delivered to Buyer at the closing of this transaction upon Buyer’s compliance with the terms of this Contract.

7. **Encumbrances.** Seller expressly warrants that no contracts for the furnishing of any labor or material to the Premises, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not at the time of closing be any unrecorded leases or contracts relating to the Premises, except as heretofore disclosed to Buyer. Seller expressly warrants that there is no pending rezoning, reassessment or special assessment proceedings affecting the Premises.

8. **Taxes and Assessments.** Real estate taxes, apportioned up to the date of execution of this Contract by Seller, shall be Seller’s expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. The transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller’s expense. All such taxes and special assessments, if any, shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

9. **Risk of Loss.** If, prior to the earlier of the delivery of possession or closing hereunder, the improvements on the real estate shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option to terminate this Contract and receive a refund of any earnest money paid by Buyer to Seller under this Contract.

10. **Evidence of Title.**

a. Within a reasonable time after the respective execution and delivery of this Contract by each of the parties hereto, Seller shall deliver to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in Champaign County, Illinois, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Seller's search charges, and all of Seller's recording charges.

b. Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; applicable zoning laws and building codes and ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the real estate and which do not restrict reasonable use of the real estate; and party wall rights, if any, of any owner of adjoining real estate.

c. If title evidence discloses exceptions other than those permitted, 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 deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract and receive a refund of any earnest money paid by Buyer to Seller under this Contract.

11. **Inspections.** All inspections required by Buyer shall be at Buyer's expense unless otherwise expressly provided in this Contract.

12. **Release.** Seller, jointly and severally, for ourselves and for our heirs, executors administrators and assigns, hereby remise, release and forever discharge the Village of Rantoul, Champaign County, Illinois and Rantoul City School District Number 137, Champaign County, Illinois (the "**District**") and any of the respective officers, employees and agents and their respective successors and assigns of the Village and the District, of and from any and all claims, demands, debts, rights, actions, causes of action, suits, controversies, agreements, promises and all other liabilities of whatever kind or nature, present or contingent, which we at any time ever had, now have or which we, our heirs, executors, administrators and assigns hereafter can, shall or may have, against the Village and the District, and any of their respective officers, employees and agents and their respective successors and assigns, arising from or by reason of any past, present or future flooding or storm water accumulation or runoff in, on or about the Premises, and any and all consequences resulting therefrom whether known or unknown or foreseen or unforeseen. The provisions of this Section 12 shall survive the closing.

13. **Default.**

a. If Buyer fails to make any payment or to perform any obligation imposed upon Buyer under this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, Buyer is deemed in default and Seller may take one or more of the following actions: re-sell the real estate to another party and retain any earnest money paid by Buyer to Seller as liquidated damages; maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Buyer; or maintain any other or different remedy allowed by law.

b. In the event of failure of Seller to perform the obligations imposed upon Seller under this Contract, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Seller; or maintain any other or different remedy allowed by law.

c. The foregoing remedies 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.

d. Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this Contract.

14. **Notices.** Any notice required under this Contract to be served upon Seller or Buyer shall be in writing and shall be deemed effective when actually received or when mailed by certified mail to such party at the respective notice address of such party set forth beneath the signature of each such party below. Notice to or from one of multiple parties constituting Seller shall be effective as to all parties constituting Seller.

15. **Compliance.** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of applicable law.

16. **Real Estate Fees or Commissions.** Seller and Buyer each respectively represent to the other that no real estate fees or commissions shall be incurred by either party in connection with this transaction.

17. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those set forth in this Contract.

18. **References.** For all purposes of this Contract, references to singular parties shall apply to plural parties as well and references to a specific number of days shall mean calendar days.

19. **Time of the Essence.** The time for performance of the obligations of each of the parties is of the essence of this Contract.

IN WITNESS WHEREOF, the each of parties hereto have executed and delivered this Contract as of the date set forth below.

SELLER'S SIGNATURES

CHARLES CAIN AND ELAINE CAIN

By: _____
Charles Cain

By: _____
Elaine Cain

Date: _____

Notice Address:

328 Illinois Drive
Rantoul, IL 61866

BUYER'S SIGNATURES

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

By: _____
President

ATTEST:

By: _____
Village Clerk

Date: _____

Notice Address:

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866
Attn: Village President

EXHIBIT A

Description of Real Estate

Lot 40 Youman's Subdivision

Commonly known as 328 Illinois Drive, Rantoul, Illinois
PIN 20-03-35-378-003



Scott Eisenhauer
Village Administrator

333 S. Tanner Street
Rantoul, IL 61866

Phone 217.892.6801

To: Village of Rantoul Board of Trustees
Fr: Scott Eisenhauer
Re: Jennifer Kitchen Micro-Loan Application
Dt: 1 April 2019

Borrower: Jennifer Kitchen
Loan Amount: \$30,000.00
Term: 5 years
Rate: 2%
Monthly Payment: \$525.87
Collateral: Hap-E-Dog Bath Haus, LLC, all of the business' supplies and equipment, a 2007 Chevrolet HHR
Jobs Retained/Created: 1 full-time

Jennifer Kitchen is requesting a micro-loan of \$30,000 for the purpose of purchasing the Hap-E-Dog Bath Haus, LLC, a "brick and mortar" dog-grooming business 1712C East Grove Avenue in Rantoul. It is noted in her statement of community benefit that this is the only dog-grooming business in the local Rantoul area, open since 2006, and supports customers throughout Champaign County. She would also continue to offer a "pick up and delivery" service for seniors unable to drive their pets to the business' location.

Cash Flow: Based on the information she provided in her business plan, Hap-E-Dog Bath Haus, LLC generated \$74,582 in 2016 yearly gross income with three groomers operating. In 2017, the business operated with two groomers and the yearly gross income declined to \$60,091. In 2018, with two groomers operating, the yearly gross income rose to \$75,942. Kitchen is projecting she, as a sole groomer, will be able to provide seven grooms a day at \$45 each, working twenty days per month for an annual revenue generation of \$75,000. Her annual expenses, based on her plan, would total \$22,000 annually. Kitchen intends to be the only employee.

Collateral: The collateral being noted by the applicant is the business itself, including all of the supplies and equipment used for the business. The business also includes a 2007 Chevrolet HHR which is used for canine transportation to and from the business.

Recommendation by the Micro-Loan/EDA Committee was to approve the request ONLY with the following stipulations having been met: all utility billing through the Village of Rantoul be paid to date; a disability policy must be put in place with a \$2,000 monthly payout; \$5,000 of the \$30,000 requested amount must be escrowed to be disbursed only when necessary for payment of bills with proof of bills



Scott Eisenhauer
Village Administrator

333 S. Tanner Street
Rantoul, IL 61866

Phone 217.892.6801

To: Village of Rantoul Board of Trustees
Fr: Scott Eisenhauer
Re: Vijay Patel EDA Loan Application
Dt: 5 April 2019

Borrower: Vijay Patel
Loan Amount: \$350,000.00
Term: 10 years
Rate: 4%
Monthly Payment: \$3,544.32
Collateral: Maple Grove Plaza

Vijay Patel is requesting an EDA loan of \$350,000 for the purpose of purchasing the property at 1223 to 1291 East Grove Avenue in Rantoul, commonly referred to as the Maple Grove Plaza. In addition to purchasing the property, Mr. Patel intends to make improvements to the interior and exterior of the property, and to pave and restore the parking lot supporting the plaza. According to his statement of community benefit, this loan will be used to improve the overall condition and presentation of the shopping center which will increase traffic and present itself better in town. They also intend to provide an incentive for businesses to move in to the empty spaces throughout the shopping center and grow the overall economy.

Cash Flow: Mr. Patel provided a three-year projection for his business venture. In 2017-2018 his total revenue equaled \$284,806 with expenditures at \$77,505 for a profit of \$207,301. He anticipates his revenue and expenditures will increase on an average of 7% for each of the next three years, citing the improvements to the exterior and repairs to the parking lot and traffic flow aiding in the increases. Over the next three years he would then project profits of \$223,885 in the first year, \$248,512 in the second, and \$285,789 in the third year. Tax returns and a letter of commitment from a local bank were also included with his application.

Collateral: The collateral being noted by the applicant is the property itself, Maple Grove Plaza.

Recommendation of the Micro-loan/EDA Committee was to approve the EDA Loan for Mr. Vijay Patel as requested.