



Rantoul Village Board of Trustees
Regular Study Session
October 3, 2023
6:00 PM

Order of Business

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Participation

Citizens wishing to address the Village Board with respect to any item of business listed on the agenda, or any matter not appearing on the agenda, are asked to sign up on the public participation form, and submit it to the Village Clerk prior to the meeting.

Comments will be limited to three minutes for each speaker.

5. Items from Trustees

6. Items from the Mayor

(A) T-Mobile Hometown Grant Presentation

7. Items from the Clerk

All Minutes are draft versions until approved during the Regular Board Meeting. The Village is required to post the approved minutes on the website within ten days of approval.

8. Items from the Administrator

(A) Agreement Regarding Expanding Services of C-Carts

9. Items from Human Resources

(A) Applicant Demographic Report/Now Hiring Flyer

10. Items from Police Department

11. Items from Fire Department

(A) Fire Prevention Week Open House on October 11th

12. Items from Comptroller

13. Items from Building Safety

14. Items from Community Development

15. Items from Recreation

(A) **Hap Parker Family Aquatic Center**
Pulsar Briquette Chlorine Order

16. Items from Public Works

(A) Street & Systems Division Dump Truck/Snow Plow Replacement

(B) Construction Engineering Services Agreement with Donohue & Associates for the Wastewater Treatment Plant and Systems (Phase 1) Project.

(C) Local Agency Agreement between the Village of Rantoul & IDOT – Dept. of



Rantoul Village Board of Trustees
Regular Study Session
October 3, 2023
6:00 PM

Order of Business

Aeronautics for the Airport Improvement - Runway - Rehabilitate Runway 18-36

17. Items from Counsel

18. Items for Closed Session

- (A) Motion to enter into closed session pursuant to 5 ILCS 120/23 (c) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired
- (B) Motion to enter into closed session pursuant to 5 ILCS 120/2 (c) 6, to consider the setting of a price for sale or lease of property owned by the public body

19. Adjournment

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: T-Mobile Hometown Grant Presentation	DEPARTMENT: Community Development
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Items from the Clerk	DEPARTMENT:
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Agreement Regarding Expanding Services of C-Carts	DEPARTMENT: Administration
DATE: October 3, 2023	AMOUNT: \$9,991.00 per month first year of new extension; \$10,265.75 per month second year of new extension; \$10,522.39 per month third year of new extension
ATTACHMENTS: 1. 10-23 Resolution - Agreement re C-Carts 2. Rantoul Service Agreement (2024) (003)	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: In an effort to continue providing transportation services to residents of Rantoul, Administration proposes a three-year agreement extension with the Rural Transit Authority Group, the Champaign County Regional Planning Commission, and the Champaign-Urbana Mass Transit District. This agreement would increase the monthly fees paid by the Village for the service by 3% the first year to \$9,991.00 (up from \$9,700.00); 2.75% the second year to \$10,265.75; and 2.5% the third year to \$10,522.39. Language was also included to account for a discount in months where full service is not provided.	
RECOMMENDED ACTION: Authorize and Approve Agreement	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION NO.

**A RESOLUTION
AUTHORIZING AND APPROVING
AN AGREEMENT REGARDING EXPANDING SERVICES OF THE
RANTOUL TRANSPORTATION SERVICE PROGRAM (“C-CARTS”)**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of An Agreement Regarding Expanding Services of the Rantoul Transportation Service Program (“C-Carts”) (the **“Agreement”**) by and among the Village and the Rural Transit Advisory Group, the Champaign County Regional Planning Commission, and the Champaign-Urbana Mass Transit District (collectively, the **“Parties”**) in connection with the provision of certain bus service within the Village.

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

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

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

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

PASSED this 10th day of October, 2023.

Village Clerk

APPROVED this 10th day of October, 2023.

Village President

AN AGREEMENT REGARDING EXPANDING SERVICES OF THE RANTOUL TRANSPORTATION SERVICE PROGRAM ("C-CARTS")

WHEREAS the County of Champaign (hereafter simply "COUNTY") was awarded a Downstate Operating Assistance and FTA Section 5311 Combined Grant for rural public transportation; and

WHEREAS, the COUNTY and the Champaign-Urbana Mass Transit District (hereafter simply "MTD"), entered into an Intergovernmental Agreement (hereafter simply "IGA") dated September 17, 2015, to provide rural public transportation; and

WHEREAS, in the IGA, MTD was named as the designated provider of rural public transportation to operate a separate transportation service program to be known as "C-CARTS," and those COUNTY vehicles formerly used by the prior rural transportation provider known as CRIS, were leased to MTD; and

WHEREAS, in the IGA, the Champaign County Regional Planning Commission ("RPC"), and the Rural Transit Advisory Group ("RTAG") were delegated oversight and coordination authority relating to the provision of rural public transportation service; and

WHEREAS, the Village of Rantoul (hereafter simply "RANTOUL") has proposed that the C-CARTS service be provided to RANTOUL; and RPC, RTAG and MTD have all agreed to such proposal and desire to set forth their agreement in writing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) RTAG and RPC hereby approve of the changes herein regarding rural public transportation services to be provided in the Village of Rantoul by MTD as set forth in the IGA.
- 2) The term of this agreement shall be three (3) years from the date of execution by RANTOUL set forth in the signature block for the Village of Rantoul.
- 3) (a) RANTOUL agrees to make monthly payments, following the schedule below, directly to Champaign-Urbana Mass Transit District at 1101 E. University Avenue, Urbana, Illinois, for each full month of transportation services provided to RANTOUL as set forth in this agreement.

Date Range	Monthly Payment
November 2023 – October 2024	\$9,991.00
November 2024 – October 2025	\$10,265.75
November 2025 – October 2026	\$10,522.39

(b) The monthly payments due hereunder shall be paid on or before the 10th day of each month following the month in which the transit services were provided.

(c) The parties agree to apportion the monthly payment due hereunder for any month in which the transportation services are provided for only a portion of the month.

(d) Fares collected are not a credit against the monthly payments due hereunder.

- 4) (a) In the event of any changes affecting MTD's ability to provide the service, contact shall be made with RANTOUL's Village Administrator. In the event of emergency changes in service conditions in the Village of Rantoul, RANTOUL shall contact the MTD Operations Department (Klentiona Lee-Clements or Jay Rank).

(b) On a monthly basis, MTD shall provide RANTOUL reporting on route ridership, service hours, and service mileage.

- 5) MTD is offering access to open-door deviated-fixed route service (Attachment A) to the general public for a common fare. MTD will consult with RANTOUL on service changes. MTD as the operator for C-CARTS will adhere to the federal regulations regarding publicly offered route service. Nothing in this agreement shall be construed to limit MTD's obligations to follow those regulations.

Route performance will be assessed with RANTOUL on an annual basis.

- 6) In the event that MTD is unable to sustain the staffing to support the service level in Attachment A due to staffing shortages, they will provide the reduced service outlined in Attachment B. The monthly payment amount of the reduced service outlined in Attachment B shall be \$8,492.35 (FY'24); \$8,725.89 (FY'25) and \$8,944.04 (FY'26). The monthly payments from RANTOUL to MTD will be prorated to reflect the new cost, based on the number of days that each service type was operated that month.
- 7) Any of the parties may terminate this Agreement in ninety (90) days written notice to the other parties. MTD may suspend its service under this Agreement if RANTOUL fails to make timely payments as set forth in paragraph 3 above.
- 8) The parties acknowledge that nothing in this agreement creates a joint venture or other business relationship among/between the parties other than those specifically set forth herein.
- 9) Notices provided for shall be deemed given when mailed by certified mail to the parties at their address given below in their signature block:

Rural Transit Advisory Group

BY: _____

Date: _____

Address: 1776 East Washington Street
Urbana, IL 61802

Champaign County Regional Planning Commission

BY: _____

Date: _____

Address: 1776 East Washington Street
Urbana, IL 61802

Champaign-Urbana Mass Transit District

BY: _____

Date: _____

Address: 1101 East University Avenue
Urbana, IL 61802

Village of Rantoul

BY: _____

Date: _____

Address: 333 South Tanner Street
Rantoul, IL 61866

Attachment A

- 1) MTD shall operate a C-CARTS deviated-fixed route service on published regular schedule to the industrial, commercial, and residential areas of the Village of Rantoul in accordance with the attached schedules.
- 2) This service is designed to facilitate mobility and access to jobs throughout the Village of Rantoul.
- 3) This is a restructured service, with changes based on ridership trends, public input, and in consultation with RANTOUL, RTAG, and RPC.
- 4) This service will be performed by C-CARTS, within the operational ability of MTD.

Attachment B

- 1) MTD shall operate an alternate deviated-fixed route service if affects staffing shortage levels to the point that they do not permit the delivery of the service outlined in Attachment A.
- 2) MTD will communicate directly with the Village in the event of a service change and coordinate communications with RANTOUL residents.
- 3) The service charge will be prorated based on the number of days that each level of service is run.
- 4) This service is considered distinct from service reductions in response to factory closures, holiday hours, and other factors external to C-CARTS.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Applicant Demographic Report/Now Hiring Flyer	DEPARTMENT: Administration
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS: 1. Copy of September 2023 HR report 2. Now Hiring - Septmeber 2023	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Open Positions for Village of Rantoul

September 24, 2022 to September 25, 2023

Position					
	Census Report 2021	Police Officer		Experienced Police Officer	
Race		Number	Percentage	Number	Percentage
White	61.5%	38	56%	4	58%
African American	19.6%	18	26%	1	14%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	6	9%	0	0%
American Indian	0.3%	0	0%	1	14%
Two or More Races	16.2%	6	9%	1	14%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	53	78%	6	86%
Female	53.2%	15	22%	1	14%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	68		7	
Open / Filled					
		Full Time Position		Full Time Position	
		Police		Police	

Position					
	Census Report 2021	Firefighter		Assistant Public Works Director	
Race		Number	Percentage		
White	61.5%	12	49%	3	75%
African American	19.6%	3	13%	0	0%
Asian	1.6%		0%	0	0%
Native Hawaiian/Pacific Islander	0.0%		0%	0	0%
Hispanic/Latino	12.7%	4	17%	1	25%
American Indian	0.3%		0%	0	0%
Two or More Races	16.2%	3	13%	0	0%
Unknown	0.0%	2	8%	0	0%
Gender					
Male	46.8%	20	83%	3	75%
Female	53.2%	4	17%	1	25%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	24		4	
Open / Filled					
		Volunteer Position		Full Time Position	
		Fire		Public Works	

Open Positions for Village of Rantoul

September 24, 2022 to September 25, 2023

Position					
	Census Report 2021	Chief of Operations - Wastewater		Comptroller	
Race		Number	Percentage		
White	61.5%	9	69%	13	86%
African American	19.6%	1	8%	1	7%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	3	23%	1	7%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	11	85%	7	47%
Female	53.2%	2	15%	8	53%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	13		15	
Open / Filled					
		Full Time Position		Full Time Position	
		Public Works		Finance	

Position					
	Census Report 2021	Budget & Data Analyst		GIS Systems Coordinator	
Race					
White	61.5%	3	75%	8	57%
African American	19.6%	0	0%	1	7%
Asian	1.6%	1	25%	4	29%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	0	0%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	1	7%
Gender					
Male	46.8%	1	25%	12	86%
Female	53.2%	3	75%	2	14%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	4		14	
Open / Filled					
		Full Time Position		Full Time Position	
		Finance		Public Works	

Open Positions for Village of Rantoul

September 24, 2022 to September 25, 2023

Position			
	Census Report 2021	Computer Technician	
Race			
White	61.5%	5	83%
African American	19.6%	1	17%
Asian	1.6%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%
Hispanic/Latino	12.7%	0	0%
American Indian	0.3%	0	0%
Two or More Races	16.2%	0	0%
Unknown	0.0%	0	0%
Gender			
Male	46.8%	5	83%
Female	53.2%	1	17%
Unknown	0.0%	0	0%
Total Applications			
Population Estimate, 07/01/2021	12,119	6	
Open / Filled			
		Full Time	
		Police Department	

Position					
	Census Report 2021	Total Number of Applicants between 08/27/2022 to 08/28/2023		January 2023 to September 2023 New Hires	
Race					
White	61.5%	95	60%	170	72%
African American	19.6%	26	17%	40	18%
Asian	1.6%	5	3%	1	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	15	10%	24	10%
American Indian	0.3%	1	1%	0	0%
Two or More Races	16.2%	10	6%	0	0%
Unknown	0.0%	3	3%	0	0%
Gender					
Male	46.8%	118	76%	125	53%
Female	53.2%	37	24%	110	47%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	155		235	
Open / Filled					
		Applicants		New Hires	

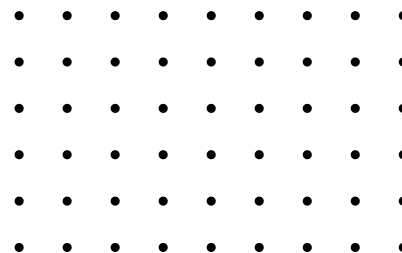
We're Hiring



OPEN POSITION

- ✓ ASSISTANT PUBLIC WORKS DIRECTOR
- ✓ CHIEF OF OPERATIONS - WASTEWATER
- ✓ COMPTROLLER
- ✓ GIS SYSTEMS COORDINATOR
- ✓ BUDGET & DATA ANALYST
- ✓ COMPUTER TECHNICIAN
- ✓ POLICE OFFICER
- ✓ FIREFIGHTER

**JOIN
OUR
TEAM**



VISIT OUR WEBSITE

<https://myrantoul.com/jobs>



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Fire Prevention Week Open House on October 11th	DEPARTMENT: Administration
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Chad Smith	VILLAGE ADMINISTRATOR Scott Eisenhauer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Items from Building Safety	DEPARTMENT:
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Hap Parker Family Aquatic Center Pulsar Briquette Chlorine Order	DEPARTMENT: Recreation
DATE: October 3, 2023	AMOUNT: \$29,600.00
ATTACHMENTS: 1. RAN001 Village Of Rantoul Inventory Reduction 2023 2. SS Village of Rantoul 2023	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The Recreation Department has received notice from Spear Corporation regarding their chemical inventory reduction sale for 2023. Spear Corporation is the sole source vendor for Pulsar Chlorinating Systems which is the chemical distribution system that we currently use at the aquatic center. To take advantage of the savings, we are requesting approval to move forward with a Pulsar briquette chlorine tablet bulk order. This is a budgeted item and will allow us to purchase a quantity of 160 50# buckets. In doing so, we are not only able to lock in 2023 pricing, but we will be offered free shipping due to the size of the order. NOTES: • Sole Vendor of Pulsar Briquettes: Spear Corporation (see supporting document) • Savings: The savings are realized in free shipping costs • Must take delivery by February 2, 2024 • This is a budgeted item	
RECOMMENDED ACTION: Approve	
DEPARTMENT HEAD APPROVAL Luke A. Humphrey	VILLAGE ADMINISTRATOR

SPEAR CORPORATION

The Leader in the Aquatic Industry Since 1984.

Account #: RAN001
Company: Village Of Rantoul
Name: Luke Humphrey
Email: lhumphre@village.rantoul.il.us
Phone: 2178413793 Fax:

Email order to orders@spearcorp.com or

fax to 765-522-1702 by **December 8, 2023**

Inventory Reduction (IR)

As the 2023 season draws to a close, preparations are already underway for next year. To help facilitate a successful start to the 2024 season, Spear Corporation is offering you the opportunity to take advantage of our Inventory Reduction Sale whereby you can stock up on the chemicals and products listed below, at current 2023 prices.

Place your order by December 8th and enjoy **Free Delivery** on minimum orders of 24 - 50# pails of Pulsar Briquettes (1,200#) Delivered by: February 2nd, 2024.

***Delivery charge will apply on all other orders not meeting minimum quantity.**

***Promotion cannot be combined with any other discounts or promotions.**

CHEMICAL ORDER FORM

To assist you in determining quantities to order for the summer of 2024 we have denoted your total purchase of chemicals for 2023. Please indicate the quantity of each product you would like to purchase.

Part#	Chemicals	2023	2024	\$ Each	
PB50	Pulsar Briquettes 50# Pail	170		0 - 23	\$189.00
				24 - 47	\$187.00
				48 +	\$185.00
CA40	Sunscreen Stabilizer 40#				\$171.00
PS25	Pulsar Shock 25#				\$211.00
9019-1	Pulsar Acid-Cleaner Case (12qts.)				\$238.80
M411-000-5G	Orb-3 Enzymes (5-gal.) (KEEP FROM FREEZING)				\$328.91
M411-000-15G	Orb-3 Enzymes (15-gal.) (KEEP FROM FREEZING)				\$899.52
ASA15G-1	Acid Magic (15-gal.)				\$242.73
ASA55G-1	Acid Magic (55-gal.)				\$634.22
WYS-102	Wysiwash Gun Continuous Spray				\$139.71
WYSI	Wysiwash Tablets (5.9#) Pail				\$46.62
HC15	Hydrochloric Acid, 15 gal.				\$154.44
HC55	Hydrochloric Acid, 55 gal.				\$625.00
CE25	Celaperl Filter Media 25# Bag				\$42.00
HL25	Harborlite Filter Media 25# Bag				\$50.60
UF50	Ultra Filter Cleaner Plus, 50#				\$336.82

Contact Us to Upgrade Your Chemical Feed System This Off-season

BECSys Live!

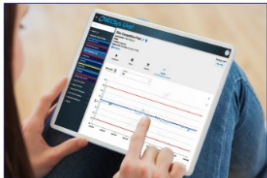


BECSys Live is included with every BECSys controller, providing simple and secure 24/7 real-time access from just about any device: PC, Mac, desktop, laptop, tablet and/or smartphone.

Monitor status, change settings and review system performance. Review graphs and run reports that summarize key system activity and metrics, so you can easily spot trends.

Visit becsys.live to learn more and create your free account.

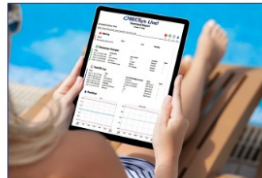
Review Graphs



Real-time Dashboards



Run Reports



2023 CPO Schedule

Call us to register - 800-642-6640

October 4th-5th - 2 Day Traditional Classroom

Our 2024 CPO Schedule will be announced soon.

12966 N County Road 50 W | Roachdale, Indiana 46172 | 765.522.1126 | 800.642.6640 | www.spearcorp.com  



**Innovative Water Care
12 River Valley Ct.
Maumelle, Ar 72113
501-517-7665**

September 20, 2023

Village of Rantoul / Rantoul Recreation Department
333 S Tanner
Rantoul, IL 61866

Re: Pulsar® Chlorinating Systems and related briquettes

To: Luke Humphrey

Please be advised that Spear Corp is Innovative Water Cares. sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for Southern Illinois.

If you have any further questions regarding this matter, please feel free to give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read "Terry Grisham". The signature is fluid and cursive, with the first name "Terry" and last name "Grisham" clearly distinguishable.

Terry T. Grisham
Regional Sales Manager
501-517-7665

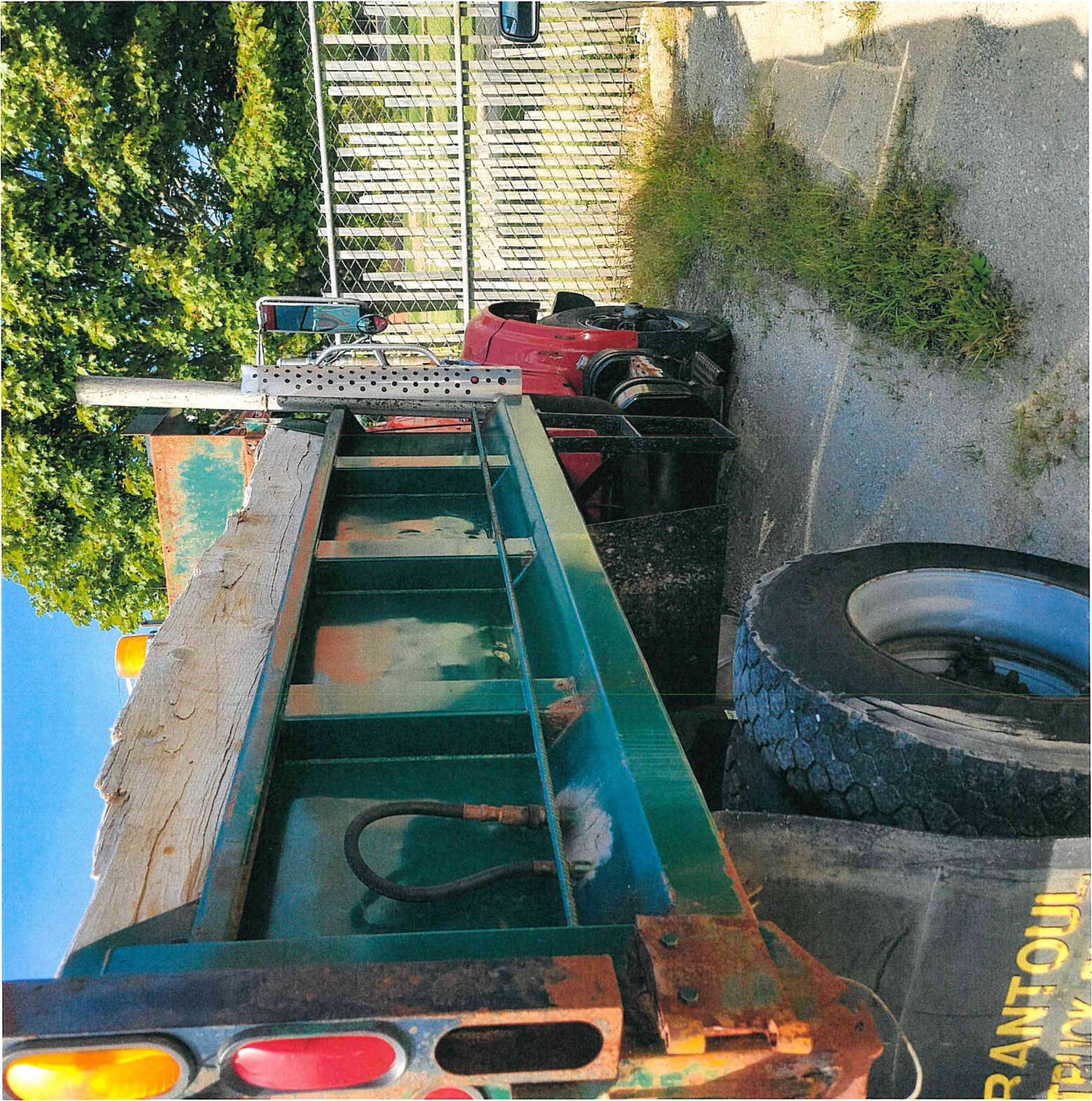
**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Street & Systems Division Dump Truck/Snow Plow Replacement	DEPARTMENT: Public Works
DATE: October 3, 2023	AMOUNT: \$240,000.00 (not-to-exceed) \$230,888.38 (JX Truck Center) \$9,111.62 (Contingency)
ATTACHMENTS: 1. Street Dump Truck Snow Plow	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the purchase of a replacement dump pickup truck with snow plow in the PW Street & Systems Division in the not-to-exceed amount of \$240,000.00. This vehicle will replace the existing 1996 truck with a snow plow (vehicle #16). The vehicle will be used for hauling materials, and snow removal in the winter. The lowest responsive, Sourcewell approved vendor, proposal was provided by JX Truck Center in the amount of \$230,888.38. The quote includes a 2023 Peterbilt truck chassis, Rahn Equipment stainless steel dump bed, lights, and snow plow. Funds were established in the Fiscal Year 2024 budget for Street & Systems Division vehicle replacements. 604-1175-430-75-40	
RECOMMENDED ACTION: Authorize for the purchase of a replacement dump pickup truck with snow plow in the PW Street & Systems Division from JX Truck Center in the not-to-exceed amount of \$240,000.00.	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer









JX Truck Center Reservation Agreement

Buyer: Village of Rutel Dealer: MIC
Date: 9-19-2023 Reservation Deposit: — 10

1. Background. Dealer's manufacturers are experiencing unprecedented volatility resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. This has directly impacted such manufacturer's ability to deliver Heavy and Medium Duty Trucks to Dealer. This has created uncertainty to Dealer in its ability to fulfill orders. At present, Dealer is unable to confirm availability, or place a binding order, for the above Truck sought by Buyer. Dealer has determined that the best way to manage such uncertainty is to implement a reservation process where Dealer and Buyer will move to an actual order and purchase agreement when Dealer's manufacturer has confirmed the availability of a Truck to order by Dealer for Buyer.

2. Reservation. In consideration of the execution of this Reservation Agreement and the posting of the above Reservation Deposit, Dealer will place Buyer on Dealer's waiting list for the Truck, and will take such steps as Dealer may determine necessary to notify Dealer's applicable manufacturer of Dealer's need for the Truck. Dealer will generally hold all reservations on a "first-come, first-served" basis, acknowledging that there will be some variability for type and availability from Dealer's manufacturers. Dealer will deal with its manufacturers in this regard in Dealer's sole discretion.

3. Truck Availability. If Dealer determines that the Truck sought by Buyer is or will become available, Dealer will give Buyer written notice of such availability. Buyer will have two (2) business days after such notification by Dealer to reach an agreement on specific pricing and purchase terms and execute Dealer's standard purchase agreement and document package. If Buyer fails to so execute, then this Reservation Agreement will be fully and finally terminated and the Reservation Deposit returned to Buyer.

4. Buyer's Right to Cancel. Buyer may cancel this Reservation Agreement, for any reason or no reason, at any point prior to entering into a purchase agreement in which case the Reservation Deposit will be returned to Buyer.

5. Dealer's Right to Cancel. Dealer may cancel this Reservation Agreement at any point, if Dealer determines, in Dealer's sole discretion, that it will not be able to obtain an order for the Truck for Buyer in a reasonable amount of time, or otherwise on reasonable terms.

6. No Guarantee of Pricing or Purchase Terms. Dealer and Buyer have not agreed on specific pricing or purchase terms and this Reservation Agreement is made with the express understanding specific pricing and purchase terms will need to be negotiated and agreed to at the time of Truck availability.

7. No Representations by Dealer of Availability – Buyer's Waiver. Dealer has made no representations to Buyer concerning when a Truck may be available for order. Buyer acknowledges that any information provided by Dealer to Buyer on when a Truck may be available for order is made to Buyer as a courtesy to Buyer. Buyer acknowledges that it is not relying on any representation of Dealer as to the timing or availability of any eventual order. Buyer acknowledges that its sole remedy, to the exclusion of all others, for any alleged breach of this Reservation Agreement, or any otherwise related to it, will be the cancellation of this Reservation Agreement and the return of the Reservation Deposit.

8. Reservation Deposit. Dealer may, in Dealer's sole discretion, allow use of some or all of a Reservation Deposit, for the Buyer's purchase of parts, service or truck rentals.

9. Miscellaneous. There are no unwritten terms or agreements reading this Reservation Agreement. This Reservation Agreement may be executed or delivered in parts or counterparts and by digital or electronic means including .pdf, email, facsimile, Eversign, or the like. This Reservation Agreement will not be effective until the Reservation Deposit is paid to Dealer.

This Reservation Agreement is made to be effective as of the date stated above.

DEALER: [Signature]
By: [Signature]
Print: Kent Cochran

BUYER: [Signature]
By: [Signature]
Print: [Signature]

The Order on the reverse side includes the following terms and conditions:

22. **WARRANTY.** Manufacturer has reserved the right to change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type hereby ordered is changed by Manufacturer prior to delivery of the Vehicle ordered by Buyer, Dealer reserves the right to change the total delivered price of the Vehicle to Buyer or the lease term accordingly. If such total delivered price or lease term is increased by Dealer, Buyer may, at its option, cancel this Order. In that event, a Vehicle has been traded in as a part of the consideration for the new Vehicle, a shall be returned to Buyer.

[illegible][illegible]

8. **Taxes.** The Total Variable Price for the Vehicle ordered does not include sales, use, excise or other taxes (Federal, State or Local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary or

10. WARRANTY OF TITLE
A. IN THE EVENT THE VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR OR A USED VEHICLE THE SUBJECT TO A MANDATORY 3 YEAR / 50,000 MILE WARRANTY. DISCLAIMS ALL UNDERSTANDING, EXPRESS AND IMPLIED INCLUDING

6. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY FUTURE WARRANTY OF SERVICE CONTRACT IS SUPPLIED BY DEALER TO BUYER, THIS VEHICLE IS SOLD ON "AS IS," AND THE DEALER

NO DISSEMINATION OF INFORMATION TO THE PUBLIC OR TO OTHERS

A. ANY VEHICLE, INCLUDING A MOTORCYCLE, SUBJECT TO ANY OF THE ABOVE CONDITIONS, DAMAGED TO A NEW VEHICLE (INCLUDING, BUT NOT LIMITED TO, COMPONENTS, ELECTRICAL COMPONENTS, STRUCTURAL PARTS, OR OTHER SEPARABLE ITEMS) MAY OCCUR DURING NORMAL USE OF THE VEHICLE, WHILE THE VEHICLE IS BEING OPERATED IN ACCORDANCE WITH THE INSTRUCTIONS IN THE OPERATOR'S MANUAL. DAMAGE WHICH HAS NOT BEEN INFLICTED BY THE MANUFACTURER MAY BE COVERED BY THE MANUFACTURER'S WARRANTY. DAMAGE WHICH HAS BEEN INFLICTED BY THE MANUFACTURER MAY BE COVERED BY THE MANUFACTURER'S WARRANTY. DAMAGE WHICH HAS BEEN INFLICTED BY THE MANUFACTURER MAY BE COVERED BY THE MANUFACTURER'S WARRANTY. DAMAGE WHICH HAS BEEN INFLICTED BY THE MANUFACTURER MAY BE COVERED BY THE MANUFACTURER'S WARRANTY.

2. **OWNERS RESPONSIBILITY:** The usage shown on the bottom of the Vehicle will be based on information provided by Dealer to be the actual mileage of the Vehicle unless otherwise disclosed. However, Dealer makes no warranty or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages or claims, in the event the mileage shown is incorrect. Should the vehicle owner in this agreement be subject to the Federal Consumer Statute for Odometer Statement Violation by Dealer, such penalty

4. **OTHER DOCUMENTS.** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

Buyer agrees that the Seller's Order shall be governed by the terms of the Seller's terms and conditions of sale, which are incorporated by reference into this Order. The Order shall be subject to the terms and conditions of sale of the Seller, which are incorporated by reference into this Order. The Order shall be subject to the terms and conditions of sale of the Seller, which are incorporated by reference into this Order.



McLean County Truck (M100)
607 Truckers Lane
Bloomington, Illinois 61701

Village Of Rantoul
200 West Grove Ave
Rantoul, Illinois 61866
United States of America

Kent Cochran
Cell Phone:
Office Phone: (309)828-1331
Email: kcochran@jxe.com

Mike Esslinger
Cell Phone: 217-841-3775
Office Phone: 217-841-3775
Email: messlinger@myrantoul.com

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	18000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	548	G.C.W. (lbs):	41000
Description 2:	Single Axle Plow		
Application		Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	End Dump	Wheelbase (in):	164
Length (ft):	15	Overhang (in):	75
Height (ft):	13.5	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	4000		
Trailer		Cab to Axle (in):	94.5
No. of Trailer Axles:	0	Cab to EOF (in):	169.5
Type:		Overall Comb. Length (in):	279
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	10,860
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	380
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	2
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613095	O	3-Piece Suspension Crossmembers	0
0620500	O	Frame Components Bolted IPO Huck Fastened	0
0620535	O	FEPTO Prov 24" Bumper Extension With Engine Adapter	90
0644090	S	EOF Square without Crossmember	0



Sales Code	Std/ Opt	Description	Weight
		End-of-frame square without crossmember. For use with body builder installed crossmember.	
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011890	O	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	137
1113020	O	Taper Leaf Springs, Shocks 18,000 lb Standard with Heavy Resistance Shocks.	118
1243050	O	Power Steering Sheppard HD94 Dual Gear For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354850	O	PHP10 Iron PreSet PLUS Hubs - Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	27
1380070	O	Greasable Front Spring Pins	0
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1380490	O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	15
Rear Axle & Equipment			
1511110	S	Meritor RS23-160 23,000 lb	0
1616300	S	PHP10 Iron PreSet PLUS Hubs	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	15
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9

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Sales Code	Std/ Opt	Description	Weight
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680795	O	Diff Lock, Single Drive Axle with Speed Interlock	30
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1706140	O	Ratio 6.14 Rear Axle	0
1816100	O	Reyco 79KB Multi Leaf 26,000 lbs.	-70

Engine & Equipment

2074805	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2024 Emissions)	0
		N21350 C121 64....Maximum Accelerator Pedal Ve	
		N21370 C128 64....Maximum Cruise Speed (P059)	
		N21460 C132 1400..Max PTO Speed (P046)	
		N21520 C133 5.....Timer Setting (P030)	
		N21610 C188 39....Low Ambient Temperature Thre	
		N21620 C189 60....Intermediate Ambient Tempera	
		N21630 C190 80....High Ambient Temperature Thr	
		N21550 C206 35....Engine Load Threshold (P516)	
		N21340 C209 120...Hard Maximum Speed Limit (P1	
		N21510 C225 YES...Enable Idle Shutdown Park Br	
		N21450 C231 NO....Gear Down Protection (P026)	
		N21570 C233 NO....Idle Shutdown Manual Ovrul	
		N21440 C234 NO....Engine Protection Shutdown (	
		N21480 C238 NO....Auto Engine Brake in Cruise	
		N21470 C239 NO....Cruise Control Auto Resume (	
		N21430 C333 0.....Reserve Speed Limit Offset (	

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Sales Code	Std/ Opt	Description	Weight
		N21410 C334 0.....Maximum Cycle Distance (N202	
		N21590 C382 YES...Enable Hot Ambient Automatic	
		N21500 C395 0.....Expiration Distance (N209)	
		N21530 C396 YES...Enable Impending Shutdown Wa	
		N21540 C397 60....Timer For Impending Shutdown	
		N21320 C399 120...Standard Maximum Speed Limit	
		N21400 C400 252...Reserve Speed Function Reset	
		N21420 C401 10....Maximum Active Distance (N20	
		N21330 C402 0.....Expiration Distance (N207)	
2091130	S	VMUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140460	S	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0
2140670	O	EPA Emission Warranty	0
2140700	S	EPA Engine Idling Compliance	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539720	O	Low Voltage Disconnect System	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	9

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Sales Code	Std/ Opt	Description	Weight
2621090	S	DM Advantage ON/OFF Fan Clutch Horton DM Advantage Two-Speed Fan Clutch On/Off for heavy-duty, medium-duty and a variety of off-highway equipment.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2812210	S	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921220	O	Fuel Heat for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3281290	O	Inside/Outside Air Intake Cab mounted controls	2
3367160	O	Exhaust Single RH Side of Cab DPF/SCR RH Under Cab, Single Module	29
3381770	O	Curved Tip Standpipe(s)	1
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4052920	O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control	1

Price List: January 1, 2024

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Date Sent: 9/19/2023

Deal: 548

Quote Number: QUO-101500-10451

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Sales Code	Std/Opt	Description	Weight
		Electric-over-air (EOA), specifying PTO (power-take-off) control switch does not ensure the PTO will fit.	
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	13
4252890	O	Allison FuelSense Not Desired Dynamic Shift Sensing	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4543530	O	Clear Outside Frame of All Air System Components LH BOC	0
4543540	O	Clear Outside Frame of All Air System Components RH BOC	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
4614820	O	AE Connections In EOF Crossmember	-10
Tires & Wheels			
5032320	O	FF: GY 20ply 315/80R22.5 G289 WHA	74

Price Level January 1, 2024

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Code 12 years 1/1/24 1775

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Order Status: Incomplete

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Sales Code	Std/Opt	Description	Weight
		Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	
5133470	O	RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD Efficiency Rating: Poor Diameter= 42.5 inches; SLR= 19.9 inches	108
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	-30
5320770	O	RR: Alcoa ULA187 22.5X8.25 High Polish Alum Ultra One wheel with MagnaForce alloy.	-100
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5584100	O	D-Shaped Aluminum 70 Gallon Fuel Tank LH U/C Non-slip step LH under cab	0
5602070	O	Location LH U/C 70 Gallon	0
5650540	O	Polish (1) Non-Slip Fuel Tank Step, U/C Tank Only	0
5652830	O	Polish All Fuel / Hydraulic Tank Straps Does not apply to rectangular DEF tank straps	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0
5653270	O	Fuel Tank Drain Plug	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero	40



Sales Code	Std/ Opt	Description	Weight
		Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	
Cab & Equipment			
6510170	O	109" Fepto Hood w/Stationary Grille, 3pc Metton	15
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	2
6800340	O	Rubber Fender Lips 4" Extra Wide	8
6917340	O	Peterbilt Premium Driver Seat	4
6927340	O	Peterbilt Premium Passenger Seat	4
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930230	O	Seat Skirt - All Eligible Air Seats	2
6930500	O	Drivers Armrest - RH Only	2
6937040	O	Cloth Driver	0
6937050	O	Cloth Passenger	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939500	O	Air Ride Passenger	0
6939520	O	High Back Passenger	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7036140	S	Probilt Interior Gray/Black - Flat Roof	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0

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Sales Code	Std/ Opt	Description	Weight
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7510070	S	Aero Rear View Mirror Housing, Molded Black	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	2
7788055	O	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0



Sales Code	Std/Opt	Description	Weight
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	9
7901140	O	Backup Alarm (87-112 DB) Variable adjusting	6
8011800	O	Drive Axle #1 Front Oil Temperature Gauge Located in Digital Cluster Display.	0
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8021810	O	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0
8070000	O	Disable Brake Light With Engine Brake	0
8070080	O	(2) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	0
8070250	O	Switch & Wiring For F/O Snow Plow Light Install. Switch and wiring for furnished by owner snow plow light installation. J168 on chassis harness.	0
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0
8070810	O	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
8070820	O	Engine Percent Torque Located in Digital Cluster Display	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8071470	O	ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation. Off-Road switch will cause the ATC light to flash, reminding the driver of a condition. Switch should only be used in extreme conditions such as snow, ice or mud.	0
8111110	S	Headlights Composite Fender Mounted Integral DRL/Park, Turn, and Side Marker	0
8120980	S	(5) Marker Lights, Aero LED Standard Black Housing, Chrome Housing available with Sun Visor	0
8134160	S	Self-Canceling Turn Signal	0

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Sales Code	Std/Opt	Description	Weight
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0

Paint

8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L3781EY VIPER RED N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L3781EY VIPER RED N85300 FENDER L3781EY VIPER RED N85200 FRAME L0001EA BLACK N85400 HOOD TOP L3781EY VIPER RED	0
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Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408632	O	SmartLINQ RD - 3YR Sub PACCAR PX Engines	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
9408933	O	Final Frame Layout See Truck Sales Bulletin 12-89 for additional information.	0

Miscellaneous

9409046	O	109" Stationary Grille Hood (MODEL 548)	0
9409063	O	State Registry: Illinois	0

Promotions

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Sales Code	Std/ Opt	Description	Weight
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Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight 12,391

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Rahn Equipment Company

2400 Georgetown Road
Danville, IL 61832
800-252-3159 217-431-1232
Fax 217-431-1237

September 15, 2023

Village of Rantoul
Mr. Mike Esslinger
PO Box 38
Rantoul, IL 61866

Dear Mr. Esslinger,

Below please find our quote to install a Stainless Dura Class Dump Bed, Light System, Central Hydraulic System, Spreader and Snow Plow and Hitch on your truck.

Dura Class Stainless SLT 316 Crossmemberless Dump Bed 11' Long 7' Wide
3/16" AR 400 Floor with Tensile Strength of 180,000 psi
7 Gauge Stainless Front Sides and Tailgate with Corten Long Members
28" Sides/48" Front/38" Tailgate
Air Tailgate Control with Push-Pull Control
Double Acting Tailgate Chain with Chain Hooks
Body Raise Indicator Light
Body Prop
Full Boxed Top Rail with Board Brackets - No Boards Included
Mailhot CS100-4.5-3 Double Acting Hoist
Cougar 2700 Bed Vibrator
Interior of Bed Painted Black
1/2 Cab Shield
Minimizer Poly 1/4 Fenders in Front of Rear Duals
Rear Mud Flaps
Removable Apron Secured with Spreader Brackets (Carbon Steel)
Tarp Rail
Backup Alarm
2 Rung Step (Fold-up) Drivers Side
Grab Handle Drivers Side
Step Inside Bed Drivers Side
Recommended Cab to Axle Measurement for Single Axle Truck is 96"
Central Hydraulic System
PTO Driven Loadsense Hydraulic Pump
Force Ultra Armrest Control
Force America 5100 Electronic Spreader Control Mounted on Console
Double Acting Hoist Power Up/Power Down
Plow Power Up/Gravity Down
Plow Power Reverse with Cushion Valve
35 Gallon Valve Tank Combo with In-Tank Filter, Sight/Temperature Gauge
Cushion Valve
Low Oil Warning Light
Ball Valve to Close Hydraulic Tank during Servicing
Light System
Switches Provided by Truck Manufacturer

Light Bar Mounted Above Cab
 Fenix Quad Mini X Light Bar Mounted on Light Bar
 Federal Signal LED Oval Strobe Lights in Corner Post of Bed
 Federal Signal LED Tail Lights Mounted in Corner Post of Bed
 Federal Signal LED Backup Lights Mounted in Corner Post of Bed
 LED Snow Plow Lights with Integral Turn Signal Mounted on Hood
 Auxiliary 3000 Lumen LED Flood Lights Mounted on Light bar
 Rear Junction Box
 Swenson Model SAD-S Stainless Steel Spreader
 6" Auger
 Poly Spinner
 Short Hose Kit
 Removable Heated LED Spreader Light
 Rear Hitch
 1" Thick Rear Plate Hitch
 2" Reese Receiver
 2 D-Rings to Attach Trailer Chains
 7 Pin Electrical Connector
 LED License Plate Light
 Snow Plow Hitch
 Universal Front Frame Hitch with Fold-Down Lift Arm
 3 x 10" Single Acting Lift Cylinder
 Set Up for Ears Placed at 30-1/2"
 Side Plates to Mount Hitch (Need Front Frame Extensions)
 Price Installed FOB Danville Illinois \$78,880.70

Option	Adds
Convert to Stainless VT-35 Enclosure	\$3,000.00

Due to the uncertainty of steel prices, we reserve the right to adjust our quote after 30 days. If a tax exempt organization, the official signing the sales order certifies that the truck purchase is for the sole and exclusive use of the tax exempt organization. Due to recent Federal Emission Standards, Rahn Equipment Company will not be responsible for any chassis that requires exhaust modifications. If you have any additional questions or wish to go ahead, please call and we will be happy to help you.

Respectfully,



Chris Rahn

Rahn Equipment Company

2400 Georgetown Road
Danville, IL 61832
800-252-3159 217-431-1232
Fax 217-431-1237

September 15, 2023

Village of Rantoul
Mr. Mike Esslinger
PO Box 38
Rantoul, IL 61866

Dear Mr. Esslinger,

Here's the quote that you requested for a new Henke Snowplow.

Henke 43R11 Reversible J-Plow
Hitch Ears Set at 30-1/2" O.C.
Reversing Cylinders
Rubber Deflector
Trip Edge Plow Tripping System
Sabre Carbide Cutting Edges with RH HD Curb Guard, LH MD Curb Guard
Plow Markers with Steel Cable Reinforcing

Price FOB Rantoul

\$15,678.36

As I told you, lead time for the Henke Plow and Hitch are approximately 300 days. Hopefully, that lead time will improve! Thanks for the opportunity.

Respectfully,



Chris Rahn

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Construction Engineering Services Agreement with Donohue & Associates for the Wastewater Treatment Plant and Systems (Phase 1) Project.	DEPARTMENT: Public Works
DATE: October 3, 2023	AMOUNT: \$1,302,130.00
ATTACHMENTS: 1. WWTP Engineering Agreement with Donohue	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda item provides for a construction-related engineering services agreement with Donohue & Associates, Inc. (Donohue) in the amount of \$1,302,130.00 to develop the Wastewater Treatment Plant and Systems (Phase 1) Project.

The Village's WWTP currently is permitted to treat a design average of 4.33 MGD, with the permitted design maximum flow being 8.65 MGD. The plant has crucial equipment approaching the end of its reliable service life that needs upgrading. Considering current nitrification requirements, treatment recommendations, and future nutrient removal requirements, the solids handling processes are improperly designed for current volumetric loading rates and industrial contributions. A new force main is also needed to handle increasing industrial flows. The recommended improvements will address these concerns and update existing aging equipment. The implementation of these improvements is divided into three phases. The final design and bidding services under this agreement consist of the Phase I improvements, which include the following items:

- Northwest Pump Station Upgrades
- New Force Main Installation
- Replace Belt Filter Presses with Screw Presses in a New Building
- Extend the Covered Sludge Storage and Add Half Walls
- Solids Piping Improvements

- Remove Digester Lid

The Owner desires that Donohue complete the bid phase and perform the construction administration and observation for the project.

These construction engineering fees will be funded out of the reserves of the Wastewater, and then they will be reimbursed by the IPEA Loan. 604-1180-430-30-24

RECOMMENDED ACTION: Authorize the approval for a construction related engineering agreement with Donohue & Associates, Inc. in the amount of \$1,302,130.00 for the development of a Wastewater Treatment Plant and Systems (Phase 1) Project.

DEPARTMENT HEAD APPROVAL

Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR

Scott Eisenhauer



ENGINEERING SERVICES AGREEMENT

Wastewater System Construction Related Services (Project)

This Agreement is by and between:

Village of Rantoul (Owner)
333 South Tanner Street
Rantoul, IL 61866

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street, Suite 1C
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Craig W. Brunner

Printed Name: Craig W. Brunner, P.E.

Title: President

Date: September 18, 2023

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Village's WWTP currently is permitted to treat a design average of 4.33 MGD with the permitted design maximum flow being 8.65 MGD. The plant has crucial equipment that is approaching the end of its reliable service life that needs upgrading. Considering current nitrification requirements and treatment recommendation, as well as future nutrient removal requirements, the solids handling processes are improperly designed for current volumetric loading rates and industrial contributions. A new force main is also needed to handle increasing industrial flows. The recommended improvements will address these concerns and update existing aging equipment. The construction project consists of the following items:

- Upgrade Northwest Pump Station
- Install New Force Main
- Replace Belt Filter Presses with Screw Presses in a New Building
- Extend the Covered Sludge Storage and Add Half Walls
- Improve Solids Piping
- Remove Digester Lid
- Replace digested sludge transfer pumps

The Owner desires for Donohue to perform construction related services for the proposed improvements.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

Task 1 - Construction Related Engineering Services

Upon successful completion of the Bidding Phase, and upon award of the construction contracts by the Owner, Donohue shall provide the following construction phase contract administration and observation services for the Project:

- 1.1 *General Administration of Construction Contracts.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Contract Documents as included in the Project Manual. Included in this effort is receipt and incorporation of constructability revisions to the documents, as directed from time to time, by the Owner.
- 1.2 *Pre-Construction Conference and Progress Meetings.* Conduct one Pre-Construction Conference prior to commencement of the Work at the Project site and prepare and distribute minutes. Donohue's project manager shall also attend on average, one (1) Construction Pay/Progress Meetings per month over the course of the 18-month construction duration from Notice-To-Proceed to Substantial Completion. It is understood that Donohue shall conduct the progress meetings and prepare the agenda for the meetings. Owner will review said minutes for accuracy.

1.3 Visits to Site and Observation of Construction. Perform the following services in connection with observations of the Construction Contractor's work-in-progress:

- 1.3.1** Donohue will provide to the project a Resident Project Representative (RPR) who will make visits to the Project Site at intervals and frequencies as described herein, as appropriate for the various stages of construction in order to observe the progress and quality of the Work. Such visits and observations by Donohue are not intended to be exhaustive or to extend to every aspect of a Construction Contractor's work-in-progress or to involve detailed inspections of a Construction Contractor's work-in-progress beyond the responsibilities specifically assigned to Donohue in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Donohue's exercise of professional judgment.

Based on information obtained during such visits and observations, Donohue will determine in general if the Construction Contractor's work is proceeding in accordance with the Contract Documents, and Donohue shall keep the Owner informed of the progress of the construction work. The Contract Document requires that the Construction Contractor be responsible for staking and layout of the work to be constructed. Therefore, it is agreed that Donohue's observation services specified herein do not include staking or layout of the work to be constructed. However, Donohue will provide to the Construction Contractor the coordinate points, benchmarks and control points used to design the Work, which is so stated in the Project Manual.

- 1.3.2** Under the fee prescribed for in this Agreement, Donohue's RPR will provide a limited level of construction observation efforts. To this end, Donohue will provide up to **2,500 hours of observation work**, including travel time and vehicle expense to and from the site within the overall 18-month Construction Contract duration.

- 1.3.3** The purpose of Donohue's visits to the Site will be to enable Donohue to provide the Owner a greater degree of confidence that the completed work is in general conformance with the Contract Documents and that the integrity of the design concept of the completed Project, as functioning as a whole system. Donohue's RPR will not have authority over or responsibility for supervising the Construction Contractor's workers or the Owner's staff. Donohue's RPR will not, during such visits or as result of such observations of the work supervise, direct, or have control over any Construction Contractor's work, nor shall Donohue have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by any Construction Contractor, for safety precautions and programs incident to the Construction Contractor's work or for any failure of any Contractor to comply with laws and regulations applicable to Construction Contractor's furnishing and performing the work. Donohue does not guarantee the performance of any Construction Contractor nor assume the responsibility for any Construction Contractor's failure.

- 1.4 Defective Work.** Donohue will recommend to Owner whether a Construction Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations,

Donohue believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 1.5 *Clarifications and Interpretations and Field Orders.* Donohue will issue within a reasonable time period, upon Construction Contractor's written Request for Information (RFI) for the Construction Contract, the necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of each Contractor's work. Such clarifications and interpretations will be consistent with the intent of and interpretations reasonably inferable from the Contract Documents. Donohue may also issue Field Orders authorizing minor variations from the requirements of the Contract Documents, which the Owner and Contractor agree do not affect contract time of completion or the value of work. Donohue will respond to RFI's and Field Orders to the Owner's project manager at the same time that said documents are issued to the construction contractors. The compensation in Part III is based on 80 RFI's.
- 1.6 *Change Orders and Work Change Directives.* For the Construction Contract Donohue will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Donohue will prepare support documentation related to said Change Orders and Work Change Directives and furnish change order documents to the Owner in advance of its regular month meetings.
- 1.7 *Shop Drawings and Samples.* Donohue will complete a technical review of shop drawings, product literature, and other submittals for the project's structural systems, pumps, HVAC, electrical, process equipment, SCADA system components, piping systems, and other required items to determine general conformance to the design intent of the project's plans and specifications. The compensation in Part III is based on 160 shop drawings.
- 1.8 *Substitutes and "or-equal."* Donohue will evaluate Construction Contractor's substitution requests for determination of acceptability. Donohue will forward its evaluation of acceptability to Owner for action and Donohue will forward Owner's determination of acceptability to the Construction Contractor.
- 1.9 *Applications for Payment.* Donohue will review the Construction Contractors' Applications for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner that, to the best of Donohue's knowledge, information and belief that the Construction Contractors' work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
- 1.10 *Startup Services.* Provide start-up assistance to Owner, for initial start-up of proposed systems: dewatering systems, remote pumping stations, digested sludge transfer pumps and chemical feed systems. Start-Up assistance is limited to 168 hours including trips to the site.
- 1.11 *Substantial Completion.* Promptly after notice from Construction Contractor that he or she considers the entire work ready for its intended use, in company with the Owner and

Contractor, Donohue shall conduct a visit to the site to determine if the work is Substantially Complete. If after considering any objections of the Owner, Donohue considers the work to be Substantially Complete; Donohue shall deliver a Certificate of Substantial Completion to the Owner and the respective Contractor.

- 1.12 *Record Documents.* Receive and review annotated “red-lined” record documents for the Construction Contract. These annotated record documents are to be assembled by the Construction Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Contractor. Donohue will forward to the Owner the completed Record Drawing deliverables in the form of AutoCAD files and three 11” x 17” size printed-paper sets. Donohue takes no responsibility for the quality, thoroughness, and accuracy of the “red-lined” record documents provided by the Construction Contractor.

Task 2 – Applications Engineering

PLC, SCADA, and Historian Programming

- Donohue shall complete PLC and HMI programming in accordance with the agreed upon functional control descriptions listed in the specifications. In general, application engineering shall include control of dewatering systems, control of remote pumping stations, chemical feed systems, digested sludge transfer pumps and ancillary systems. HMI graphics shall be completed in accordance with existing plant standards for seamless implementation of new work. Donohue shall provide field I/O checkout and instrument commissioning assistance to verify proper operation of equipment and instruments prior to startup. Startup and testing of process control system shall be completed in accordance with the Contractor’s schedule. Upon completion of Work, Donohue shall provide a programming documentation manual to the Owner to document control strategies and application programs.

Field I/O Testing, Startup, and Functional Testing

- Donohue will work with the Contractor to perform Field I/O testing of all signals. The Contractor shall be responsible for preparing test procedures and signoff sheets. Donohue will verify functionality of each I/O point confirming the signal provided is indicated in the PLC, HMI graphics, and alarm notification system as required.
- Donohue will provide startup and functional testing of equipment to confirm functionality meets the design intent. The specified functional descriptions shall be used for the basis of the functional testing.

Operations and Personnel Training

- PLC program review training for maintenance personnel shall be provided to review the PLC programming, general navigation, organization, and basic functionality of the PLC programs. This training is intended for a basic level of understanding for troubleshooting and maintenance purposes.
- HMI graphic and operations training shall be provided for operations personnel to review the HMI graphics, general navigation, and functional control of the process equipment.

Documentation and O&M Manual

- Provide a SCADA Operations and Maintenance Manual in modifiable electronic format with the following sections:

Functional descriptions
Network configuration details
PLC application programs
OIT application programs
Backup of SCADA system

1. IEPA Loan Related Provisions

The following, as required by 35 Ill. Adm. Code 365.630 – “Contracts for Personal and Professional Services” is incorporated into this Agreement:

4.1 Audit and Access to Records

- Donohue shall maintain books, records, documents and other evidence directly pertinent to performance of Water Pollution Control Loan Program (“WPCLP”) loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the “Agency”) or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.
- Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Donohue an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

4.2 Covenant Against Contingent Fees

Donohue warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees. For breach or violation of this

warranty, the Loan Recipient (i.e., the Village of Rantoul) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

4.3 Executive Order 12549

Donohue shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.

4.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Donohue shall provide the Owner and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the design service phase.

Donohue agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules, as required by the award conditions of USEPA's Assistance Agreement with IEPA. Donohue acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

4.5 Non-discrimination Clause

Donohue shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Donohue shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Donohue to carry out these requirements is a material breach of this Agreement which may result in the termination of this contract or other legally available remedies.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the work set forth herein upon execution of this Agreement and will perform the work according to the construction activities which are anticipated to be for a duration of 18 months after notice to proceed to the selected construction contractor.

**PART II
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard charge-out rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$1,302,130.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Village of Rantoul
WWTP and LS Improvements
CRS Fee Estimate Summary - 18 Month Construction Time
Donohue & Associates, Inc.

Task	Labor										Total Hours	Total Labor	Sub	Expenses/ Travel Printing	Total Cost
	PM	RPR	Const Admin	Struct	Process-Mech	Electrical	I&C	Mech							
	\$ 260	\$ 160	\$ 170	\$ 195	\$ 195	\$ 205	\$ 205	\$ 195							
301 Project Management and Administration															
Preconstruction Meeting	8	16	8								32	\$ 6,000		\$ 500	\$ 6,500
Administration	80		210								290	\$ 56,500			\$ 56,500
Monthly Progress Meetings	120		120								240	\$ 51,600		\$ 4,300	\$ 55,900
Final Walkthrough	8	16	8	16	16	16	16	16			112	\$ 21,920		\$ 3,200	\$ 25,120
Substitute Evaluations	4		16			4	4				28	\$ 5,400			\$ 5,400
Monthly Progress Reports	8		36								44	\$ 8,200			\$ 8,200
302 Requests for Information - Assume 80 RFIs	8	12	32	32	80	38	16	20			238	\$ 46,250		\$ 1,200	\$ 47,450
303 Shop Drawings - Assume 160 Shop Dwg	12	32	55	50	130	160	160	76			675	\$ 133,110		\$ 2,300	\$ 135,410
304 RPR and Site Visits	16	2,500	32	80	80	80	80	72			2,940	\$ 487,640		\$ 16,000	\$ 503,640
305 Start Up Assistance	8	8	40		80	16	16				168	\$ 32,320		\$ 5,500	\$ 37,820
306 Record Drawings	8	12	40	16	80	8	8	8			180	\$ 34,360		\$ 1,200	\$ 35,560
307 Change Order Preparation	4	4	30	4	4	4	4	4			58	\$ 10,760		\$ 750	\$ 11,510
308 Standard Operating Procedures (O&M Manuals)	16	4	4		200	24	40	24			312	\$ 62,280		\$ 2,500	\$ 64,780
309 Application Engineering - 435 I/O Points @ 700/point	24						1,420				1,444	\$ 297,340		\$ 11,000	\$ 308,340
Total	324	2,604	631	198	670	350	1,764	220			6,761	\$ 1,253,680	\$ -	\$ 48,450	\$ 1,302,130
Total Labor Dollars by Labor Class	\$ 84,240	\$ 416,640	\$ 107,270	\$ 38,610	\$ 130,650	\$ 71,750	\$ 361,620	\$ 42,900							

Construction Cost Estimate \$15,000,000
Application Engineering \$ 308,340
- based on 435 points at \$700/point

Construction Fee \$993,790
Application Engineering Fee \$308,340
Total \$1,302,130

6.63%

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Local Agency Agreement between the Village of Rantoul & IDOT – Dept. of Aeronautics for the Airport Improvement - Runway - Rehabilitate Runway 18-36	DEPARTMENT: Public Works
DATE: October 3, 2023	AMOUNT: <u>\$1,729,199.63</u> – Total Project Cost \$1,579,279.47 – Federal funds \$74,960.08 – State funds \$74,960.08 – Village Funds
ATTACHMENTS: 1. Rehabilitate Runway 18-36 2. 24-0327-2800-43655 - Village of Rantoul	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The Agenda Item provides for the approval of the Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) Department of Aeronautics to allocate funding for engineering & construction costs for the proposed overlay of Runway 18-36 project in the amount of \$74,960.08. This Runway is at the north/south (Runway 18/36). The Village is responsible for five percent (5%) of the project engineering & construction costs (\$74,960.08), while the Illinois Department of Transportation Division of Aeronautics will provide the remaining funds (\$1,654,239.55). IDOT has reviewed and offered initial approval of this construction agreement. This work was identified as the next improvement from the Airport's 2021 submission in the long-range Transportation Improvement Program (TIP). Design services have been completed, the project advertised, and bids were received on April 28, 2023. Cross Construction, Inc. provided the apparent low bid in the amount of \$1,499,999.63. The funding will be included in the Airport Division (FY24) budget account #582-1810-450-75-30. Construction is anticipated to begin next spring.	
RECOMMENDED ACTION: Authorize the approval of the Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT)	

Department of Aeronautics to allocate funding for engineering & construction costs for the proposed overlay of Runway 18-36 project in the amount of \$74,960.08.

DEPARTMENT HEAD APPROVAL
Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR
Scott Eisenhower

ENGINEERING FEES AND/OR LOCAL LET CONSTRUCTION

Funds from the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately **\$219,200.00** of which will be obligated by the State and paid directly to the GRANTEE in the following funding breakdown:

90% Federal.....\$206,140.00

5% State.....\$6,530.00

5% Local (Grantee).....\$6,530.00

STATE LET CONSTRUCTION

The amount of **\$1,499,999.63** will be obligated and approved invoiced funds paid by the State of Illinois to the lowest bid contractor per the IDOT Letting process in the following funding breakdown:

90% Federal.....\$1,363,139.47

5% State.....\$68,430.08

5% Local (Grantee).....\$68,430.08

TOTAL AMOUNT OF THE AGREEMENT:

\$1,729,199.63

RCP



Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Capital Airport / Springfield, Illinois / 62707-8415

Wednesday, September 6, 2023

Cross Construction

3615 N Country View Road

Urbana, IL 61802

RE: Rantoul National Aviation Center

IL Project No. TIP-4959

Federal Grant No. 3-17-SBGP-162/171/184/TBD

Contract No. RA018

Scope of Work: Runway - Rehabilitate Runway 18-36

Base Bid

Award Amount: \$1,499,999.63

Dear Cross Construction:

Your firm is awarded the above Contract in the amount of \$1,499,999.63 from the letting of 4/28/2023. The Contract is to furnish all necessary materials and labor (in compliance with the Equal Opportunity Clause) to accomplish the construction associated with the Base Bid for the above airport project.

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

The following forms are attached for execution:

Contract (Form D.E. 21) to be executed by your firm, and subsequent return to this Division.

Contract Bond (Guarantee of Performance and Payment) –Form D.E. 42-C, to be executed for one hundred percent (100%) of the Award Amount by your firm and your firm's surety, and returned with the Contract to the Illinois Department of Transportation, Division of Aeronautics. (Please note that the Contract Bond replaces the previously used Performance Bond and Payment Bond.)

Please return the executed Contract and Contract Bond within fifteen (15) days from the date of this letter to the Illinois Division of Aeronautics, Attn: Contracts Section, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415.

The Division of Aeronautics will not approve or execute this Construction Contract until evidence of all required insurance is provided, with the following wording included:

The State of Illinois, Illinois Department of Transportation, Federal Aviation Administration, City of Rantoul, and Hanson Professional Services, Inc. to provide construction inspection are additional insured under the General Liability policy for the coverage and limits provided for in the policy and the additional insured endorsement for Project No. TIP-4959, Federal Project Number 3-17-SBGP-162/171/184/TBD.

Please provide the Division of Aeronautics with a copy of this Certificate with the executed Contract. It is imperative that this office have a current Certificate of Liability Insurance on file. Please ensure this office is in receipt of a replacement Certificate before the expiration date.

Please provide this office with a complete listing of your suppliers and/or subcontractors for this contract. If planning to utilize subcontractors for this contract, please provide a list of work items that each subcontractor will accomplish. It is also requested that this office be provided with the name, address, telephone number and individual contact for the surety utilized by your firm for this Contract.

No work shall commence until the Notice to Proceed has been issued by the Division of Aeronautics. Any work started before this issuance may be ineligible for payment under this Contract.

Sincerely,



Clayton Stambaugh, Deputy Director, OIPI-Aeronautics

as prepared by JW

cc: Ms. Deb Bartell, Manager
BJ Murray, Office of Planning & Programming
Sarahjini Nunn, Prequalification Analyst
City of Rantoul
Hanson Professional Services, Inc.



Illinois Department of Transportation

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

8/15/2023

Carson Smith
Village of Rantoul
333 South Tanner Street
Rantoul, IL. 61866
cveriker@village.rantoul.il.us

Re: Agreement for Execution
Illinois Project: TIP-4959-0000

Dear Mr. Smith,

Please find the Intergovernmental Agreement 24-0327-2800-43655 and associated federal sponsor certifications attached regarding the above-mentioned project for **completion and execution** by the Village of Rantoul.

Please also forward attached Periodic Reporting Form BOBS 2832 to your assigned GATA contact for completion and return to this office.

As shown on the Project Status Report, the Village of Rantoul share of the above-mentioned project is: \$74,960.08.

Submit Local Share to:

Office of Intermodal Project Implementation
Division of Aeronautics
Attention: Contracts Section
1 Langhorne Bond Drive
Springfield, IL 62707-8415

**** Make check payable to: Treasurer, State of Illinois ****

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

Sincerely,

Ashley Carpenter
Illinois Department of Transportation
Ashley.Carpenter@Illinois.gov

Clayton Stambaugh
Deputy Director of Aeronautics

Copy BOBS 2832: Attachments ADM/SR

Ref

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
ITEM: Engineering Services for the Planning, Design and Construction Phases for the Airport Improvement of Runway 18-36 Rehabilitation	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: \$208,240.00 - IDOT (95%) \$10,960.00 – Village (5%) \$219,200.00 - Total
ATTACHMENTS: ☐ ORDINANCE ☐ RESOLUTION ☒ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: July 206 2022
SUMMARY HIGHLIGHTS: This Agenda Item provides for an engineering service agreement with Hanson Professional Services (airport consultant: 2021-2026) to develop the plans, specifications and provide construction engineering for the rehabilitation of Runway 18-36. This runway is the north/south runway and one of two at the Airport. The existing surface will be milled and resurfaced with new asphalt and pavement markings. The Village is responsible for five percent (5%) of the project engineering costs (\$10,960.00), while the remaining funds will be provided by the Illinois Department of Transportation Division of Aeronautics. IDOT has reviewed and provided initial approval of this agreement. This work was identified as the next improvement from the Airport's 2022 submission in the long-range Transportation Improvement Program (TIP). The design will be undertaken this summer, with project letting to be determined at the upcoming pre-design meeting. The estimated project cost is \$1,580,000.00. The Village will be responsible for five percent (5%) of these costs (\$79,000.00). At the same time, the remaining funds will be provided by FFY-2022 Non-Primary Airport Discretionary Funds (\$1,122,000.00), FFY-2022 Non-Primary Entitlement Funds (\$300,000.00), and a State Match (\$79,00.00). The Village's component will be included in the upcoming Village FY2023 Budget. This work will be staged to minimize conflicts with critical airport users.	
RECOMMENDED ACTION: Authorize an engineering service agreement with Hanson Professional Services in the not-to-exceed amount of \$219,200.00 (Village share of \$10,960.00) to develop the plans, specifications, and provide construction engineering for rehabilitation of Runway 18-36.	
DEPARTMENT HEAD APPROVAL: Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:	



Illinois Department of Transportation

Bucksheet

[Reset Form](#)
☐ Under \$250,000 ☒ Over \$250,000

Priority

Normal

Office Intermodal Project Implementation	District / CO CO	Bureau Aeronautics
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File Subject Agreements	Amount Range Over \$250,000.00
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Secretary Explanation

Subject Runway - Rehabilitate Runway 18-36

Project in Relation to Airport Improvement Program

Description of Action Executive Signatures Required
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DBE Goal None	☐ IL Works	☐ Capitol/Stimulus	☐ Notary Required
☐ FY Deadline	Fiscal Year Date		

Consultant Name/Contractor Village of Rantoul	Letting Date
--	--------------

County	District	Job Number	PTB-Item

Amount of Agreement 1729199.63	Route
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Section	Phase	Contract Number	Agreement Number 24-0327/2800-43655

State Dollars 74960.08	Federal Dollars 1579279.47	Local Dollars 74960.08	Total Dollars 1729199.63
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Source of State Fund 011	% Reimburse from Feds 90.00000000 %
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Remarks The Program Area and Grantee will receive a copy of the executed agreement.
--



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF RANTOUL**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and Village of Rantoul (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

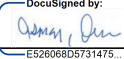
Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

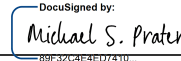
PART THREE - Project-Specific Terms

Agreement No. 24-0327/2800-43655**The Parties or their duly authorized representatives hereby execute this Agreement.**

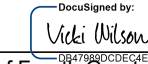
Illinois Department of Transportation

By: 
DocuSigned by: E52606805731475
 Signature of Omer Osman, Title Secretary

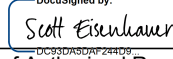
By: X
 Signature of Designee
Date: 9/1/2023 | 11:10 AM CDT
 Printed Name: _____
 Printed Title: _____

By: 
DocuSigned by: 89F32C4EAE07410
 Signature of Second Grantor Approver, if applicable
Date: 8/16/2023 | 2:52 PM CDT
 Printed Name: Michael S. Prater
 Printed Title: Acting Chief Counsel
Second Grantor Approver

By: 
DocuSigned by: 14AF72C23254450
 Signature of Third Grantor Approver, if applicable
Date: 9/1/2023 | 9:35 AM CDT
 Printed Name: Jason Osborn
 Printed Title: Director of Intermodal Project Implementation
Third Grantor Approver

By: 
DocuSigned by: DB470980C0DC4E2
 Signature of Fourth Grantor Approver, if applicable
Date: 9/1/2023 | 9:48 AM CDT
 Printed Name: Vicki Wilson
 Printed Title: Chief Financial Officer
Fourth Grantor Approver

Village of Rantoul

By: 
DocuSigned by: DC93D850AF24409
 Signature of Authorized Representative
Date: 8/16/2023 | 2:43 PM CDT
 Printed Name: Scott Eisenhauer
 Printed Title: Administrator
 Email: seisenhauer@myrantoul.com

By: _____
 Signature of Second Grantee Approver, if applicable
Date: _____
 Printed Name: _____
 Printed Title: _____
 Email: _____
Second Grantee Approver
 (optional at Grantee's discretion)

PART ONE - THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

- 2.1. Term. This Agreement is effective on 8/11/2021 and expires on 5 yrs from execution: 8/31/2028 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$1,729,199.63, of which \$1,579,279.47 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.
- 2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The GRANTOR shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of said Project Status Report, as attached, or in reimbursement to either of the parties hereto for costs previously incurred and shall expire ten years after the execution date of this Agreement. The IDOT Program Letter attached to this Agreement is the formal notification to the Grantor of the Project's inclusion in the state's multi-modal program. In accordance with 2 CFR 200 and FAA guidance, pre-award professional service costs incurred by the GRANTEE as of the Retainer Agreement execution date (herewith attached), or single project Engineering Agreement execution date, pursuant to the startup of the projects listed in the Request for Qualifications (RFQ), may be considered for participation and/or reimbursement under this Agreement after review, determination of eligibility, and acceptance by the GRANTOR and the FAA.

-----ENGINEERING FEES AND/OR LOCAL LET CONSTRUCTION-----
Funds from the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$219,200.00 of which will be obligated by the State and paid directly to the GRANTEE in the following funding breakdown:

90% Federal.....\$206,140.00
5% State.....\$6,530.00
5% Local (Grantee).....\$6,530.00

-----STATE LET CONSTRUCTION-----
The amount of \$1,499,999.63 will be obligated and approved invoiced funds paid by the State of Illinois to the lowest bid contractor per the IDOT Letting process in the following funding breakdown:

90% Federal.....\$1,363,139.47
5% State.....\$68,430.08
5% Local (Grantee).....\$68,430.08

For documentation purposes only, the amount of approximately \$10,000.00, based on time sheets will be collected as an administrative fee by the GRANTOR from the Federal Grant.

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project.

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

The GRANTOR hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a).

Payments to the Contractor or Consulting Engineer shall be made either by the GRANTOR or GRANTEE in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project.

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Whenever such payments are made directly to the GRANTEE, the GRANTEE must pay the consultant within five (5) business days upon receipt of said payment. If the GRANTEE fails to pay the consultant as directed herein, such payment must be returned to the GRANTOR, unless an extension or other arrangement is approved, in writing, by the GRANTOR.

Following the Project Completion Date and the GRANTOR's financial closure of the project, the GRANTOR shall credit or reimburse to the GRANTEE any excess funds provided by the GRANTEE.

The Project Status Report is the schedule of anticipated project costs per the budget requirement of Article VI.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 3-17-SBGP-162N (award date 5/22/20), 3-17-SBGP-171N (award date 7/20/21), 3-17-SBGP-184N (award date 8/23/22), the federal awarding agency is Federal Aviation Administration, the Federal Award date is See above. If applicable, the Assistance Listing Program Title is Airport Improvement Program and Aeronautics State Match Program and Assistance Listing Number is 20.106. The Catalog of State Financial Assistance (CFSA) Number is 494-60-0327/2800 and the CSFA Name is Airport Improvement Program & Aeronautics State Match Program. If applicable, the State Award Identification Number (SAIN) is 0327-43655.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and LJW3VQGNC4K5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376000510 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non-Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable |
| ☐ Medical Corporation | tax classification) |
| ☒ Governmental Unit | ☐ P = partnership |
| ☐ Estate or Trust | ☐ C = corporation |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to

submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. **Financial Close-out Report.**

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. **Required Periodic Performance Reports.** Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. **Performance Close-out Report.** Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code

7000.440(b).

11.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. **Audits.** Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted

Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE or Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. **Prohibited Payments.** Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. **Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. **Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310 -200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the

procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all

documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

GATA Registration Number: 687615

The GRANTOR and the GRANTEE desire to sponsor an Airport Improvement Program (AIP) project for the further development of a public airport, known or to be designated as the AIRPORT under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as “Act”), rules, regulations, and procedures promulgated pursuant to; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). The project is more fully described below.

The GRANTEE has applied for state assistance in procuring state or federal funds and hereby designates the GRANTOR as required by the above legal authority to accomplish the Project described below; and

As applicable, the GRANTOR has filed a pre-application for federal funds, with the FAA on behalf of the GRANTEE and has appropriated certain monies for the Project; and

The GRANTEE hereby designates the GRANTOR, as its Agent, and the GRANTOR hereby accepts the designation to act as Agent for the GRANTEE.

RANTOUL NATIONAL AVIATION CENTER

State Number: TIP-4959-0000

3-17-SBGP-162 N, 3-17-SBGP-171 N, 3-17-SBGP-184 N

Runway - Rehabilitate Runway 18-36

DELIVERABLES OR MILESTONES

Materials: Purchase and delivery of the materials specified by the material proposal

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Clayton Stambaugh

Title: Deputy Director of Aeronautics

Address: 1 Langhorne Bond Drive
Springfield, IL 62707

GRANTEE CONTACT

Name: Carson Smith

Title: Manager

Address: 333 South Tanner St, Rantoul, IL 61866

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Clayton Stambaugh

Title: Deputy Director of Aeronautics

Address: 1 Langhorne Bond Drive, Springfield, I

Phone: (217) 785-8481

TTY#: N/A

Email Address: Clayton.Stambaugh@illinois.gov

GRANTEE CONTACT

Name: Carson Smith

Title: Manager

Address: 333 South Tanner St, Rantoul, IL 61866

Phone: (217)892-6896

TTY#: _____

Email Address: cveriker@village.rantoul.il.us

EXHIBIT D**PERFORMANCE MEASURES AND STANDARDS**

Key Performance Measures under the AIP:

AIP provides funding to airports for infrastructure improvements such as safety, security and capacity projects.

- Eliminate airport conditions that cause aircraft accidents and security breaches.
- Reduce the number of people exposed to high levels of noise.
- Maintain airfield pavement in fair or better condition.
- Updated measures as issued by the FAA.

The GRANTEE will submit to the GRANTOR a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The GRANTEE shall provide the final report to the appropriate GRANTOR within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Federally Funded Projects: The GRANTOR is to comply with FAA Order 5100.38D or most current publication of the Airport Improvement Handbook as well as all current Airport Sponsor Grant Assurances. In accordance with AIP Sponsor Guide – 1500 , draw downs of federal funds are to be done in a reasonable time frame; prolonged inactivity (i.e. 12 months) may establish sufficient cause for the FAA to recover the unused funds by unilaterally closing the grant. As stated in the guidelines, inactivity of open grants may also jeopardize future federal projects.

For State-Let Projects: The GRANTEE is to remit payments to the GRANTOR in a timely manner as required herein. Failure to remit the payment(s), shall allow the GRANTOR to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the GRANTOR to GRANTEE on this or any other contract. The STATE, at its sole option, upon notice to the GRANTEE, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt

The current versions of the AIP Handbook and AIP Sponsor Guide, as approved by FAA at the time this Agreement is executed, are incorporated by reference.

Performance standards are contained in the resulting GRANTOR or GRANTEE Contract(s) or Engineering Agreement, whichever is applicable for the project. These performance standards include labor, materials, and other specifications and special provisions applicable to the individual Project(s) subject to the granted funds described herein.

EXHIBIT E
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Fiscal and Administrative Risk Assessment:

I. Audit

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic Risk Assessment

None Identified

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.**A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

Agreement No. 24-0327/2800-43655**(\$5,000- \$9,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 8/11/21 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 4/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

No additional reports

☒ **Renewal.** This Agreement may not be renewed.

The Grant Accountability and Transparency Act (30 ILCS 708/45) statute and regulations do not apply to this Grant Agreement. Any and all references to the statute and/or regulations are not applicable to this Grant Agreement. Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200, as applicable.

1. Prior to the Project Completion Date, the GRANTEE shall:

a. Execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The GRANTOR after approval thereof shall submit this Agreement to the FAA when applicable.

b. Employ a Consulting Engineer who is qualified to provide:

- Qualified resident or project engineer(s), registered in the State of Illinois and approved by the GRANTOR;
- Materials testing technician(s) approved by the GRANTOR;
- Any project reports required by the GRANTOR or the FAA; and
- Compliance with the Disadvantaged Business Enterprise requirements for the Project.

c. Obtain for the benefit of the GRANTOR all federal, State, and local permits as may be necessary to complete the Project. Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the GRANTOR, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the GRANTOR and to the GRANTEE that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the GRANTOR the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

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

2. The GRANTEE shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.

3. After the Project Completion Date, the GRANTEE agrees that:

a. The airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and

b. It will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois, GRANTOR, or the FAA in connection with any funds tendered under the Act in the operation of the airport; and

c. It will file with the GRANTOR and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.

4. The GRANTEE agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the GRANTOR or the FAA relating to the Project described in this Agreement. The GRANTEE shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit

by the FAA, Auditor General or the Illinois Department of Transportation/ GRANTOR; and the GRANTEE agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation/ GRANTOR and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.

a. GRANTEE shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the GRANTEE.

b. The GRANTOR reserves the right for its auditors to review and audit any and all records relating to projects funded by the GRANTOR or the FAA at the GRANTEE's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from GRANTOR officials.

5. No leases will be entered into by the GRANTEE which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.

6. The GRANTEE agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the GRANTOR. In the event such consent is obtained, the GRANTEE further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the GRANTEE shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

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

7. The GRANTEE covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The GRANTEE shall adopt airport hazard zoning regulations or shall request the GRANTOR to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).

8. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the GRANTOR's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).

9. The GRANTEE hereby certifies to the GRANTOR that it has acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.

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

The GRANTEE shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.

1. The applicable FAA cash management system is completed by drawing down federal grant funds by using the Delphie Invoicing system. See Article IV, Sec. 4.4.

2. This agreement is exempt from the Grants Funds Recovery Act, 30 ILCS 705/3. If applicable, interest on grant funds

shall be handled as stated under Article IV, Sec. 4.7.

3. Billing schedule is based on progress payment schedule set forth in the contract. GRANTOR will receive invoices as work is completed from the GRANTEE. See Article IV, Sec. 4.8.

4. Scope of activities/Purpose of Grant is included in Exhibit A (Project Description) and Exhibit B (Deliverables) and through the GRANTOR/GRANTEE's Project contract. See Article V, Sec. 5.1.

5. Monitoring and Access to Information are subject to Federal requirements including, but not limited to, FAA and USDOT. See Article IX.

6. Annual Financial Reports are exempt under this agreement.

7. Required Periodic Performance Reports are listed in Exhibit D as specified. See Article XI

8. Content of Performance Reports will be in accordance with State and Federal requirements as stated in Exhibit D and the Project contract. See Article XI

9. GRANTEE may be self-insured so long as sufficient funds exist to cover replacement costs set forth in Article XX, Sec.20.1. Insurance coverage by the vendor or contractor may be required by the Project contract.

10. USDOT and/or FAA required provisions are incorporated by applicable reference in Exhibit E.

In addition to Article I, the following definitions are applicable:

- "Agreement" means this Inter-Governmental Agreement.
- "AIP" means the FAA Grants-in-Aid for Airports; Airport Improvement Program.
- "AIP Handbook" means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the policies and procedures of the Airport Improvement Program (AIP).
- "AIP Sponsor Guide" means the FAA supplemental guidance for Central Region airport owners and their consultants with obtaining and administering an AIP grant available at http://www.faa.gov/airports/central/aip/sponsor_guide/.
- "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.
- "FAA" means the Federal Aviation Administration.
- "Notice-to-Proceed date" for the project considered under this Agreement is the date of the IDOT Program Letter (herewith attached) in which the Sponsor is notified of the project's inclusion in the state's multi-modal program thereby allowing all costs incurred after that date considered eligible for participation subject to review and approval by the Department.

• "Project" as used herein means this project which shall be identified as Illinois Project Number , State Block Grant Numbers (if applicable), and described in Exhibit A.

• "USDOT" means the United States Department of Transportation.

Disadvantaged Business Enterprise (DBE) - To the extent required by federal law, regulation, or directive, the GRANTOR encourages all of its grantees to make a good-faith effort to contract with DBEs. GRANTEEES agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The GRANTEE agrees to comply with Section 1101(b) of the FAST-ACT, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.

2. The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR Part 26. The GRANTEE shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the GRANTEE of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

3. Each contract signed with a contractor (and each subcontract the prime contractor subcontractor) must include the following assurance:

a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor 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, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

b. For contracts let by the GRANTEE: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

Agreement No. 24-0327/2800-43655

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

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



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

State Agency: Transportation - AeronauticsOrganization Name: Village of RantoulNotice of Funding Opportunity (NOFO) Number: Data Universal Number System (DUNS)/Unique Entity Identifier (UEI) Number : LJW3VQGNC4K5Catalog of State Financial Assistance (CSFA) Number: 1494-60-0327CSFA Short Description: Airport Improvement Program**Section A: State of Illinois Funds**Fiscal Year: 107/01/2023

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	1,644,239.55
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Design/Engineering		\$	88,600.00
2. Building/Land Purchase		\$	
3. Equipment/Materials/Labor		\$	
4. Equipment		\$	
5. Wiring/Electrical		\$	
6. Mechanical System		\$	
7. Paving/Concrete/Masonry		\$	
8. Plumbing		\$	
9. Construction Management/Oversight		\$	124,070.00
10. Construction		\$	1,431,569.55
11. Other Construction Expenses		\$	
12. Excavation/Site Prep/Demo		\$	
13. Site Work		\$	
14. Demolition and Removal		\$	
15. Contingency		\$	
16. Grant Exclusive Line Item(s)			
17. Total Direct Costs (add lines 1-16)		\$	1,644,239.55
18. Total Indirect Costs		\$	
Rate%:			
Base:			
19. Total Costs State Grant Funds (Lines 17 and 18) MUST EQUAL REVENUE TOTALS ABOVE		\$	1,644,239.55

Instructions
found at end of
document.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: Village of Rantoul

NOFO Number: _____

Section B: Non-State of Illinois Funds

Fiscal Year: 10/7/01/2023

REVENUES		Total Revenue
Grantee Match Requirement%:	(Agency to Populate)	
b) Cash	\$	74,960.08
c) Non-Cash	\$	
d) other Funding and Contributions	\$	
Total Non-State Funds (lined b through d)	\$	74,960.08

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Design/Engineering	\$	
2. Building/Land Purchase	\$	
3. Equipment/Materials/Labor	\$	
4. Equipment	\$	
5. Wiring/Electrical	\$	
6. Mechanical System	\$	
7. Paving/Concrete/Masonry	\$	
8. Plumbing	\$	
9. Construction Management/Oversight	\$	6,530.00
10. Construction	\$	68,430.08
11. Other Construction Expenses	\$	
12. Excavation/Site Prep/Dem	\$	
13. Site Work	\$	
14. Demolition and Removal	\$	
15. Contingency	\$	
16. Grant Exclusive Line Item(s)	\$	
17. Total Direct Costs (add lines 1-16)	\$	74,960.08
18. Total Indirect Costs	\$	
Rate%:		
Base:		
19. Total Costs State Grant Funds (Lines 17 and 18)	\$	74,960.08
MUST EQUAL REVENUE TOTALS ABOVE		



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: Village of Rantoul NOFO Number: _____
 Data Universal Number System (DUNS)/UEI Number: LJW3VQGNC4K5 Fiscal Year: 107/01/2023
 Catalog of State Financial Assistance (CSFA) Number: 1494-60-0327 CSFA Short Description: Airport Improvement Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Rantoul
 Institution/Organization Name:

Village of Rantoul
 Institution/Organization Name:

financial manager
 Title (Chief Financial Officer or equivalent):

Village Administrator
 Title (Executive Director or equivalent):

Angela L. Schultz
 Printed Name (Chief Financial Officer or equivalent):

SCOTT EISENHAUER
 Printed Name (Executive Director or equivalent):

Angela L. Schultz
 Signature (Chief Financial Officer or equivalent):

Scott Eisenhauer
 Signature (Executive Director or equivalent):

7/31/2023
 Date of Execution (Chief Financial Officer):

4 aug 23
 Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS/UEI: LJW3VQGNC4K5

Sub-recipient Parent Company DUNS/UEI:

Sub-recipient Name:

Sub-recipient OBA Name: Village of Rantoul

Sub-recipient Street Address: 333 South Tanner St

City: Rantoul

State: IL

Zip-Code: 61866

Congressional District: 2

Sub-recipient Principal Place of Performance:

City:

State: IL

Zip-Code:

Congressional District:

Contract Number (if known):

Award Amount:

Project Period:From:

Project Period: To:

4959

\$1,719,199.63

08/11/2021

08/23/2026

State of Illinois Awarding Agency and Project Detail Description:

IL Department of Transportation - Aeronautics: Rehabilitate Runway 18-36

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐

If Yes, must answer Q2 below.

No [8J

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes [8J

No O

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

1. Design/Engineering

Costs associated with planning, design and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. Copies of contracts will be required.

Purpose	Description of Work	Item Cost	Add/Delete Rows
Engineering	Design, Special Services, Permitting, Survey	\$88,600.00	Add Delete
State Total		\$88,600.00	
Engineering	Design, Special Services, Permitting, Survey	\$0.00	Add Delete
Non-State Total		\$0.00	
Total		\$88,600.00	

Narrative (State):

Preliminary & design engineering including environmental work, surveys, and permit work.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: Preliminary & design engineering including environmental work, surveys, and permit work.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

2 Building/Land Purchase

Costs to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

3. Equipment/Materials/Labor

Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the project description.

	Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows	
					Add Delete	
	State Total					
					Add Delete	
	Non-State Total					
	Total					
	Narrative (State):					
Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

4. Equipment

All costs associated with equipment that is not associated with any other contracts related to the grant.

	Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows	
					Add Delete	
	State Total					
					Add Delete	
	Non-State Total					
	Total					
Narrative (State):						
Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

5. Wiring/Electrical

Purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add Delete
State Total				
				Add Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

6. Mechanical System

Purchase of materials necessary for completion of the project scope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/ installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

7. Paving/Concrete/Masonry

Purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the project description.

	Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows	
					Add	
					Delete	
				State Total		
					Add	
					Delete	
				Non-State Total		
				Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

8. Plumbing

Purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add Delete
State Total				
				Add Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

9. Construction Management/Oversight

Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.

Purpose	Description of Work	Item Cost	Add/Delete Rows
Construction Observation/Engineering	Oversee/manage project construction	\$124,070.00	Add Delete
State Total		\$124,070.00	
Construction Observation/Engineering	Oversee/manage project construction	\$6,530.00	Add Delete
Non-State Total		\$6,530.00	
Total		\$130,600.00	

Narrative (State):

On-site personnel for engineering management of construction project.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: On-site personnel for engineering management of construction project.



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

10. Construction

All costs associated with physical construction and construction related services provided by the contractor(s) of the facility.

Purpose	Description of Work	Item Cost	Add/Delete Rows
Airport Improvement - Infrastructure	Rehabilitate Runway 18-36	\$1,431,569.55	Add
			Delete
State Total		\$1,431,569.55	
Airport Improvement - Infrastructure	Rehabilitate Runway 18-36	\$68,430.08	Add
			Delete
Non-State Total		\$68,430.08	
Total		\$1,499,999.63	

Narrative (State):

Infrastructure improvements for airport as verified by IDOT -Aeronautics personnel. Project is on an IDOT letting.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: Infrastructure improvements for airport as verified by IDOT -Aeronautics personnel. Project is on an IDOT letting.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

11. Other Construction Expenses

Costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the project description.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

12. Excavation/Site Prep/Demo

Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

	Purpose	Description of Work	Item Cost	Add/Delete Rows	
				Add	
				Delete	
	State Total				
				Add	
				Delete	
	Non-State Total				
	Total				
Narrative (State):					
Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

13. Site Work

All costs associated with work outside of the 5-foot building line, including grading, excavation, filtration systems, parking lots, sidewalks, utilities, etc.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

14. Demolition and Removal

All costs associated with removal of any structures required to accommodate new construction and approved as part of the grant.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

15. Contingency

Coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

16. Grant Exclusive Line Item(s)

Line item determine to be needed by Programmatic of federal reporting purposes. State Awarding Agency will be required to provide definition and instructions per each Grant Exclusive Line Item developed.

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
Administration Fee for IDOT processing of grant						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

An administrative fee is charged to the Federal Grant by IDOT for the administration of the State Block Grant Program. The total amount to administer this project will be rectified at the conclusion of the project based upon internal time card records.

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item

Delete Grant Exclusive Line Item



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

16). Indirect Cost

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add Delete
State Total				
				Add Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & 8). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-15 and 17. The State and Non-State Total amounts from Table 16 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Design/Engineering	\$88,600.00		\$88,600.00
2. Building/Land Purchase			
3. Equipment/Materials/Labor			
4. Equipment			
5. Wiring/Electrical			
6. Mechanical System			
7. Paving/Concrete/Masonry			
8. Plumbing			
9. Construction Management/Oversight	\$124,070.00	\$6,530.00	\$130,600.00
10. Construction	\$1,431,569.55	\$68,430.08	\$1,499,999.63
11. Other Construction Expenses			
12. Excavation/Site Prep/Demo			
13. Site Work			
14. Demolition and Removal			
15. Contingency			
16. Grant Exclusive Line Item(s)			
17. Indirect Costs			
State Request	\$1,644,239.55		
Non-State Amount		\$74,960.08	
TOTAL PROJECT COSTS			\$1,719,199.63



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

For State Use Only

Grantee: Village of Rantoul

Notice of Funding

Data Universal Number System (DUNS)/UEI Number: LJW3VQGNC4K5

Opportunity (NOFO) Number: _____

Catalog of State Financial Assistance (CSFA) Number: 494-60-0327CSFA Short Description: Airport Improvement Program

Fiscal Year(s): _____

Initial Budget Request Amount: 1,719,199.63

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: 1,719,199.63
Jason Woodworth
 Program Approval Name

Jason Woodworth
 Program Approval Signature

8/7/2023
 Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

State Num: TIP-4959-0000 Program Year: 2022

Project Status Report**Exhibit 1**

As of 7 Aug 2023 08:50

Page 1

Federal Num: 3-17-SBG-162 N, 3-17-SBG-171 N, 3-17-SBG-184 N

Airport: RANTOUL NATIONAL AVIATION CENTER

Fed Status: Pending

State Status: Pending

Description: Runway - Rehabilitate Runway 18-36

Line Item Status

<u>Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Pd to Date</u>	<u>Balance</u>
1	Construction - Cross Construction, Inc. As-Bid (04/28/2023 Letting)	1,499,999.63	1,363,139.47	68,430.08	68,430.08	0.00	1,499,999.63
5	Administrative - Treas, St of IL IDA Administrative Fee	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
2	Eng. Design - Costs Incurred - Village of Rantoul* HPS CPFF Design (100/0/0)	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00
3	Eng. Construction - Costs Incurred - Village of Rantoul* HPS CPFF Inspection (90/5/5)	130,600.00	117,540.00	6,530.00	6,530.00	0.00	130,600.00
4	Special Services-Costs Incurred - Village of Rantoul* HPS CPFF Special Services (100/0/0)	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00
TOTAL ELIGIBLE COSTS		1,729,199.63	1,579,279.47	74,960.08	74,960.08	0.00	1,729,199.63
Reserves (+) / shortfalls (-)		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL APPROVED FUNDING		1,729,199.63	1,579,279.47	74,960.08	74,960.08	0.00	1,729,199.63

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	1,729,199.63	1,579,279.47	74,960.08	74,960.08

State Num: TIP-4959-0000 Program Year: 2022

Project Status Report**Exhibit 1**

As of 7 Aug 2023 08:50

Page 2

Federal Num: 3-17-SBGp-162 N, 3-17-SBGp-171 N, 3-17-SBGp-184 N

Airport: RANTOUL NATIONAL AVIATION CENTER

Fed Status: Pending

State Status: Pending

Description: Runway - Rehabilitate Runway 18-36

TOTAL APPROVED FUNDING	1,729,199.63	1,579,279.47	74,960.08	74,960.08
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Program budget (for information only)	2,447,959.00	2,225,165.00	111,397.00	111,397.00
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Project Receipts And Expenditures

	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Letter of Credit</u>
Cash rec'd or credited net of refunds and derel.	74,960.08	0.00	74,960.08	0.00	369,998.00
Net cash paid or credited	0.00	0.00	0.00	0.00	0.00
Balance of cash or credit	74,960.08	0.00	74,960.08	0.00	369,998.00

Accrual Status

	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
Cash rec'd or credited net of refunds and derel.	74,960.08	0.00	74,960.08	0.00
Total eligible costs	1,729,199.63	1,579,279.47	74,960.08	74,960.08
Accrual position payables (+) / receivables (-)	-1,654,239.55	-1,579,279.47	0.00	-74,960.08

Receipt Entries

<u>Date</u>	<u>Line item</u>	<u>Trn</u>	<u>Fund</u>	<u>Vendor</u>	<u>Transaction amount</u>
14 Jul 2023		R	011	011-49460-4900-0023	74,960.08

Fund total	74,960.08
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Total project transactions	74,960.08
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State Num: TIP-4959-0000	Program Year: 2022	<u>Project Status Report</u>	Exhibit 1	As of 7 Aug 2023 08:50	Page 3
Federal Num: 3-17-SBGp-162 N, 3-17-SBGp-171 N, 3-17-SBGp-184 N					
Airport: RANTOUL NATIONAL AVIATION CENTER		Fed Status: Pending	State Status: Pending		
Description: Runway - Rehabilitate Runway 18-36					

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Rantoul, Illinois, this 11th day of AUGUST, in the year 2021 by and between the

Village of Rantoul

(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and

Hanson Professional Services Inc. (Hanson)

(hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program, in stages, of a public air navigation facility known as Rantoul National Aviation Center (hereafter referred to as "Airport"), in Champaign, State of Illinois; and

WHEREAS, the Owner wishes to have the Consultant available to perform certain projects as described in the Owner's development program; and

WHEREAS, the development program shall be described as:

1. Replace existing fuel facility dispensers with new self-serve fuel dispensers and card reader with relocation coordinated with fueling apron movements.
2. Rehabilitate and expand apron area adjacent to existing fuel facility to accommodate aircraft turning movements.
3. Rehabilitate and re-mark Runway 18-36 including milling, resurfacing, and pavement marking.
4. Improve Runway Safety Area to Runway 18-36, including existing paved shoulder removal, removal of drainage structures, and installation of runway storm sewer ditch.
5. Improve Runway Safety Area to Runway 9-27 including existing paved shoulder removal, removal of drainage structures, and installation of runway storm sewer ditch.
6. Replace the Medium Intensity lighting systems on Runways 18-36 and 9-27, including REILs and PAPIs.
7. Procurement of new snow removal equipment. One (1) 4 x 4 tractor with plow.
8. ALP Updates and revisions as needed.
9. Land Acquisition/Release Services: Appraisal, easement/survey plat preparation, update to the Exhibit 'A' as needed.
10. Mill and resurface T-hangar access pavement and connecting taxilane to apron.

WHEREAS, the Department of Transportation, Office of Intermodal Project Implementation-Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "Aeronautics").

WHEREAS, the Consultant agrees to furnish an executed "Certification of Engineer" and certain professional consulting services enumerated hereinafter, in connection with projects assigned to the Consultant by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

I. CONSULTING SERVICES

- A. As an independent contractor, the Consultant agrees to furnish and perform various professional consulting services in accordance with the usual and customary standards for such services in the local area, applicable legal standards and State of Illinois, Office of Intermodal Project Implementation-Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Consultant for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute an Agreement for Architectural, Engineering and Planning Services for Airports 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 Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Consultant not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable to the Consultant until the agreement on services and/or conditions is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, studies, and other work performed in anticipation of the parties' agreement and which was authorized by the Owner.

II. CHARGES FOR CONSULTING SERVICES

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Consultant provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Consultant will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Consultant.
- C. Either party 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 its agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) upon payment in full of all monies due to the Consultant, deliver to the Owner available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated

by the Consultant in performing this agreement whether completed or in process. If, after the Owner's 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 affected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. The Owner acknowledges the Consultant's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the Consultant under this Agreement are instruments of the Consultant's professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant.

The Consultant may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Consultant. The Owner agrees to waive any claim against the Consultant arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Consultant shall proceed to furnish consulting services on any part of the scope of work, only after the request for services has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Consultant agrees to conduct the services in compliance with 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 Consultant agrees that the Owner, Aeronautics, 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 Consultant which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. No portion of the services may be subcontracted by Consultant without the prior consent of the Owner.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Consultant hereby consent to the jurisdiction of said State.

- C. During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:
1. The Consultant 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 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 subcontractors, including procurement 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. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor 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. The Consultant shall provide available 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant's noncompliance with the nondiscrimination 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 Consultant under the contract until the Consultant complies, and/or,
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
 6. The Consultant shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of material 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 Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- D. The Consultant agrees to ensure that minority 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.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Consultant. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under paragraph II.C., above, the Owner will be obligated to compensate the Consultant its fee based on the amount of work accomplished up to the day of notification of termination, plus any outside services approved by the participating agencies and accomplished prior to the notification. Profit paid to the Consultant shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Consultant at the time of the stop work notice.
- F. 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; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rantoul,
Illinois, this _____ day of _____, 2021.

VILLAGE OF RANTOUL

ATTEST:
(SEAL)



BY: Janet E. Gray
BY: Janet Gray
TITLE: Village Clerk

BY: Charles Smith
BY: Charles Smith
TITLE: Village Mayor
37-600510

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

State of: **Illinois**

County of: **Champaign**

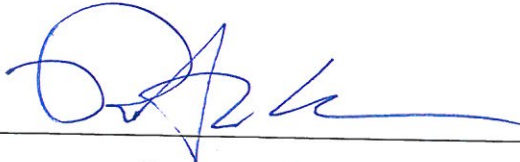
This instrument was acknowledged before me on _____, 2021, by

Notary Public

My Commission Expires: _____

HANSON PROFESSIONAL SERVICES INC.

ATTEST:
(SEAL)

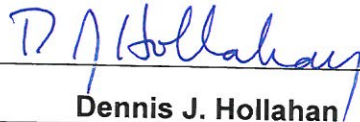


BY: Robert A. Waller

TITLE: Assistant Vice President

91932-00

Illinois Human Rights Number



BY: Dennis J. Hollahan

TITLE: Vice President

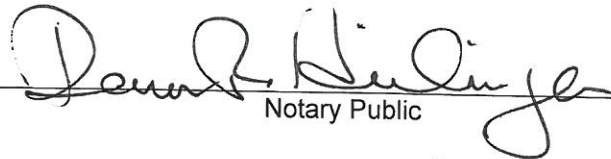
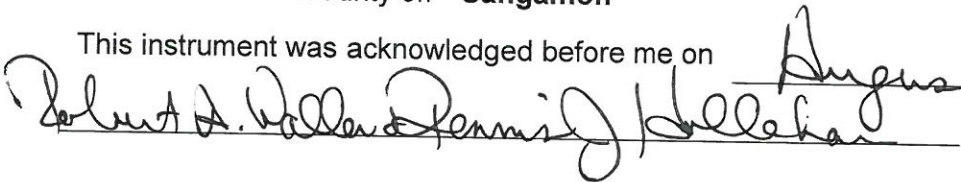
37-0844717

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

State of: **Illinois**

County of: **Sangamon**

This instrument was acknowledged before me on August 11, 2021, by



Notary Public

My Commission Expires:

1-23-2022





U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29th day of August , 2023 .

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Authorized Official:

DocuSigned by:

Scott Eisenhauer

DC93DA5DAF244D9...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Rantoul National Aviation Center

Address: 6 Aviation Drive

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29th day of August, 2023.

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Authorized Official:

DocuSigned by:
Scott Eisenhauer
DC93DA5DAF244D9...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 an 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, U.S. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Village of Rantoul

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: *** SIGNATURE:**

DocuSigned by:

Scott Eisenhauer

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* DATE: |



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☒ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29th day of August, 2023.

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Authorized Official:

DocuSigned by:

Scott Eisenhauer

DC93DA5DAF244D9...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

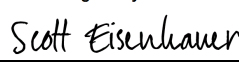
Executed on this 29th day of August, 2023.

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Authorized Official:

DocuSigned by:

 DC93DA5DAF244D9...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☒ Yes ☐ No ☐ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29th day of August, 2023.

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Designated Official Representative:

DocuSigned by:

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I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 29th day of August, 2023.

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Authorized Official:

DocuSigned by:

Scott Eisenhauer

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U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Village of Rantoul

Airport: Rantoul National Aviation Center

Project Number: TIP-4959

Description of Work: Runway - Rehabilitate Runway 18-36

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 29th day of August, 2023.

Name of Sponsor: Village of Rantoul

Name of Sponsor's Authorized Official: Scott Eisenhauer

Title of Sponsor's Authorized Official: Village Administrator

Signature of Sponsor's Authorized Official:

DocuSigned by:

Scott Eisenhauer

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I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/23 (c) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired	DEPARTMENT: Administration
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (c) 6, to consider the setting of a price for sale or lease of property owned by the public body	DEPARTMENT: Administration
DATE: October 3, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer