Rantoul Village Board of Trustees
Regular Study Session
December 5, 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) Recreation Department Senior Christmas Luncheon
The Gathering Place, 200 S. Century BLVD
Thursday, December 7 | 11:30am
Call 217-893-5700 to RSVP

(B) Recreation Department Breakfast with Santa
The Gathering Place, 200 S. Century BLVD
Saturday, December 9 | 8:00 - 10:00am
Call 217-893-5700 to RSVP

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.

(A) Minutes of the November 7, 2023 Board Study Session

(B) Minutes of the November 14, 2023 Board Meeting

(C) Board Meeting Schedule 2024

8. Items from Human Resources

(A) November 2023 Village Applicant Demographics Report

(B) Village Career Opportunities

9. Items from Community Development

(A) Ordinance Authorizing and Approving an Agreement for the Sale of Real Estate Owned by the Village at 711 Chandler Road (Prairie Pines Campground)

(B) Resolution Approving a Development Agreement between the Village and Rantoul Warehouse Group LLC in conjunction with the sale and development of the Real Estate at 711 Chandler Road.

10. Items from Police Department

Rantoul Village Board of Trustees
Regular Study Session
December 5, 2023
6:00 PM

Order of Business

11. Items from Fire Department

12. Items from Recreation

13. Items from Public Works

(A) Authorize the Purchase 1500 feet of 350 MCM CU Wire from Anixter in the amount of $40,575.00

(B) Authorize the Purchase of Switchgear Equipment for the Prospect Substation Upgrades from Powercon Corp in the amount of $1,838,115.00

(C) Authorize the Purchase of a Three-Phase 12 MVA (13.8kv-69000kv) Pad-Mount Transformer from Sunbelt Solomon in the amount of $425,000.00

14. Items from the Administrator

(A) Ordinance 2750, AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 24 "PERSONNEL" OF THE CODE IN CONNECTION WITH EMPLOYMENT POLICIES

(B) Ordinance 2751, AN ORDINANCE LEVYING TAXES FOR THE 2023 TAX LEVY YEAR

(C) Ordinance 2752, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, AS AUTHORIZED BY ORDINANCE 2358

(D) Ordinance 2753, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2015, AS AUTHORIZED BY ORDINANCE 2410

(E) Ordinance 2754, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2016, AS AUTHORIZED BY ORDINANCE 2472

(F) Ordinance 2755, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2019, AS AUTHORIZED BY ORDINANCE 2617

(G) Ordinance 2756, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2020, AS AUTHORIZED BY ORDINANCE 2665

15. Items from Counsel

16. Items for Closed Session

(A) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee

17. Adjournment

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Recreation Department Senior Christmas Luncheon The Gathering Place, 200 S. Century BLVD Thursday, December 7 | 11:30am Call 217-893-5700 to RSVP	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 2023 Senior Lunch	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

THE VILLAGE OF RANTOUL
RECREATION DEPARTMENT

Rantoul Recreation Department
100 East Flessner
Rantoul, IL 61866

Tel (217) 893-5700
Fax (217) 893-5730
recinfo@village.rantoul.il.us

Christmas Senior Luncheon

Seniors of Rantoul ages 55 +

Please Join us in a luncheon
held by the Rantoul
Recreation Department

Thursday, December 7th, 2023
@ 11:30am

Location : The Gathering Place
(Behind the Methodist Church)
200 S Century Blvd, Rantoul, IL
61866

Please RSVP by December 4th, 2023
To RSVP please contact the Rantoul Recreation Department at 217-893-5700

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Recreation Department Breakfast with Santa The Gathering Place, 200 S. Century BLVD Saturday, December 9 | 8:00 - 10:00am Call 217-893-5700 to RSVP	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 2023 Breakfast w Santa	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

THE VILLAGE OF RANTOUL RECREATION DEPARTMENT

Rantoul Recreation Department
100 East Flessner
Rantoul, IL 61866

Tel (217) 893-5700
Fax (217) 893-5730
recinfo@village.rantoul.il.us

YOU'RE INVITED TO THE
RANTOUL RECREATION
DEPARTMENTS :

Breakfast with Santa

All are welcome to attend!

Location: The Gathering Place
First United Methodist Church
200 S. Century blvd. RantouL IL, 61866

This will be free of cost for your entire family! Eat a yummy breakfast and get a picture taken with Santa!

SATURDAY **9 DEC** AT 8-10 AM

Please RSVP by December 4th!
Visit the Rantoul Recreation Deparment's website at myrantoul.com or call 217-893-5700 to sign up!

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Items from the Clerk	DEPARTMENT:
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the November 7, 2023 Board Study Session	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. November 7 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
November 7, 2023

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

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

Roll Call

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

Mayor Smith, Trustees Wilson, Crider, Hall, Workman and Weathersby – 6.

The following representatives of Village departments were also present:
Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Jake McCoy, Public Works Director; Luke Humphrey, Parks and Recreation Director; Andy Graham, Assistant Recreation Director; Chris Milliken, Zoning and Planning; Brian Hunt, Community Development; Debbie Sage, Human Resources; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk.

Mayoral Proclamation

A. The Mayor read a Proclamation for National Apprenticeship Week – November 13-19, 2023.

Approval of Agenda

Trustee Hall moved to approve the agenda with the removal of Item 16F (Purchase of Switchgear Equipment). Trustee Crider seconded the motion. On a roll call vote:

AYE: Hall, Workman, Weathersby, Wilson and Crider – 5.
NAYS: None – 0.
ABSENT: Robertson – 1.

The motion carried 5-0.

Jayne DeLuce, President and CEO of Experience Champaign-Urbana gave a presentation on tourism in Rantoul and the County.

Public Participation

- Jayde Ray spoke regarding the lack of the Rantoul Police Department response to a petition regarding the deaths Azaan Lee and Jordan Richardson.
- Derek Briles from the Prairie Liberation Network also spoke regarding the lack of the Rantoul Police response to a petition regarding the deaths of Azaan Lee and Jordan Richardson.

Items from Trustees

There were no items from the Trustees.

Items from the Mayor

A. Veterans Day Ceremony will be held by the Veterans of Foreign Wars on Saturday, November 11 at 1:00 pm at the Rantoul Family Sports Complex.

Items from Clerk

A. Minutes of October 3, 2023 Regular Study Session.
B. Minutes of October 10, 2023 Board Meeting.

These minutes will go to the Board for approval.

Items from Human Resources

A. The October 2023 Village Applicant Demographics Report is in the Board Packet.
B. Debra Sage, Human Resource Manager, highlighted the positions posted for Village Career Opportunities.

Items from Police Department

A. In September 2023, the Village Board approved a five-year contract with Flock Safety for Automated License Plate Readers (ALPR) in the amount of $312,500.00. The Police Department is requesting the Board approve amending the contract to add nine (9) additional ALPRs to the contract. With the additional ALPRs, the new amount for the five-year contract is $428,350.00.

This item will go to the Board for Approval.

Items from Fire Department

A. The Fire Department will hold a Liquefied Petroleum Gas Burn Exercise on Wednesday, November 8 from 6:00 – 10:00 pm at the airport. The Illinois Fire Institute will assist in the exercise.

Items from Building & Environmental Safety

No items to report.

Items from Community Development

No items to report.

Items from the Parks and Recreation

A. The Department is requesting the approval of a Construction Contract with Concrete, Inc. in the amount of $184,335.00 for the Illinois Department of Natural Resources Heritage Lake Boat Access Area Development project. This project will be funded by an IDNR grant.

This item will go to the Board for approval.

DRAFT

Items from Public Works

A. The Department is requesting the approval of a Local Agency Agreement with the Illinois Department of Transportation for Preliminary Engineering Phases I & II of the Veterans Parkway Shared Use Path - Illinois Transportation Enhancement Program (North Side of Veterans Parkway from Maplewood Drive to Short Street).
B. The Department is requesting the approval of the First Amendment to Site Lease Agreement for SprintCom, LLC for the Maplewood Water Tower Wireless Antenna Site. This would be a five-year extension with two additional five-year options. The current rate is $1,557.97 per month and the annual increase would be 3% per year.
C. The Department is requesting the approval of the purchase of 308 FT of 27" PVC SDR26 pipe material from Core & Main in the amount of $44,302.72 for the Storm Drainage Division. These materials will be used to replace the existing underground sewer along Cheryl Drive from Keystone to Alexander. This is a budgeted item.
D. The Department is requesting the approval of the purchase of a Replacement 2024 Ford 450 Truck Chassis and Knapheide Service Body from Shields Auto Group in the amount of $103,980.00 for the Systems Collection Division. This vehicle will replace a 2006 service truck. This is a budgeted item.
E. The Department is requesting the approval of the purchase of a Replacement Digger Derrick Truck for the Public Works Electric Division in the amount not-to-exceed $308,000.00. The current truck is a 1991 model and is past its useful life span. This is a budgeted item.

Items from Administrator

A. The Administrator presented an Ordinance to Amend Chapter 38, Article XI of the Village Code - Snow Routes. This change would allow Public Works to activate the snow routes in advance of a significant snow event where forecasts project a snowfall greater than two inches. That notification would give the residents more time to relocate their vehicles before plowing begins.
B. The Administrator gave the annual Property Tax Levy Presentation. He is proposing a small increase in the Police Pension contribution this year. The library is asking for a 7% increase due to the minimum wage increase. The Village's tax rate will not increase.

These items will go to the Board for approval.

Items from Counsel

No items to Report.

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Closed Session

Trustee Crider moved to go into closed sessions pursuant to:

A. 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body
B. 5 ILCS 120/2 (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
C. 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee

Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Crider, Hall, Workman, Weathersby and Wilson – 5.
NAYS: None -0.
ABSENT: Robertson – 1.

Motion carried 5-0

The Board entered into Closed session at 7:21 pm.

The Board returned to Open session at 8:37 pm.

Meeting Adjourned

The Mayor adjourned the meeting at 8:37 pm.

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

Approved

_____
Charles Smith
Village President

ATTEST:

_____
Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held November 7, 2023 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

DRAFT

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the November 14, 2023 Board Meeting	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. November 14 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
NOVEMBER 14, 2023

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

A Regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M., President Charles Smith presiding. President Smith called the meeting to order.

Invocation & Pledge of Allegiance

Trustee Crider opened the meeting with prayer. Following the invocation, Trustee Hall led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Smith, and Trustees Wilson, Robertson, Crider, Hall, Workman and Weathersby – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Andy Graham, Assistant Recreation Director; Jake McCoy, Public Works Director; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk.

Swearing in of new Firefighter

Mayor Smith gave the Oath of Office to the new Rantoul Firefighter Denzel Smith.

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting, as presented. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

Public Participation

- Robbie Walker informed the Board and citizens about a conference on December 2, 2023 for Veterans dealing with Mental Health Issues. The Conference, Healing Invisible Wounds, will be held at the Rantoul Business Center.
- Nicole Massey also spoke about the Conference for Veterans.

- Jayde Ray spoke about new evidence released in the death investigations of Azaan Lee and Jordan Richardson.
- Derek Briles spoke regarding the lack of the Rantoul Police response to a petition regarding the deaths of Azaan Lee and Jordan Richardson.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

A. Minutes of Regular Study Session November 3, 2023.
B. Minutes of Regular Board Meeting November 10, 2023.
C. Approval of bills and monthly financial report.

Trustee Hall moved to approve the Consent Agenda items by omnibus vote. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

B. Consideration of Bids, Contracts & Other Items of Expenditure

Trustee Crider moved to authorize and approve a Construction Contract for the Illinois Department of Natural Resources Heritage Lake Boat Access Area Development with Concrete, Inc. in the amount of $184,335.00. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Crider, Hall, Workman, Weathersby, Wilson and Robertson – 6.
NAYS: None – 0.

The motion carried 6-0.

Trustee Hall moved to authorize and approve a Local Agency Agreement for Preliminary Engineering Phases I & II of the Veterans Parkway Shared Use Path - Illinois Transportation Enhancement Program with the Illinois Department of Transportation (North Side of Veterans Parkway from Maplewood Drive to Short Street). On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

Trustee Weathersby moved to authorize and approve the Maplewood Water Tower Wireless Antenna Site Lease Agreement - First Amendment for SprintCom LLC. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.
NAYS: None – 0.

The motion carried 6-0.

Trustee Workman moved to authorize and approve the purchase of 308 FT of 27" PVC SDR26 pipe material for the Storm Drainage Division from Core & Main in the amount of $44,302.72. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Workman, Weathersby, Wilson, Robertson, Crider and Hall - 6.
NAYS: None – 0.

The motion carried 6-0.

Trustee Weathersby moved to authorize waiving the formal bidding process, and moved to authorize and approve the purchase of a replacement 2024 Ford 450 truck chassis and Knapheide service body for the Systems Collection Division from Shields Auto Group in the amount of $103,980.00. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.
ABSENT: None – 0.

The motion carried 6-0.

Trustee Weathersby moved to authorize and approve the purchase of a replacement Digger Derrick truck for the Public Works Electric Division in the amount not-to-Exceed $308,000.00. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.
NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2749
AN ORDINANCE AMENDING CHAPTER 38, ARTICLE XI OF THE VILLAGE CODE IN CONNECTION WITH SNOW ROUTES

Trustee Hall moved to pass Ordinance No. 2749. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

Resolution No. 11-23-1399
A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT WITH FLOCK SAFETY (Automated License Plate Readers)

Trustee Wilson moved to pass Resolution No. 11-23-1399. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Wilson, Robertson, Crider, Hall, Workman and Weathersby – 6.
NAYS: None – 0.

The motion carried 6-0.

Resolution No. 11-23-1400

A RESOLUTION DETERMINING THE AMOUNTS OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY FOR THE 2023 TAX LEVY YEAR PURSUANT TO THE TRUTH IN TAXATION LAW

Trustee Hall moved to pass Resolution No. 11-23-1400. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

D. Public Announcement

Recreation Department Senior Christmas Luncheon will be held Thursday, December 7 at 11:30 am at the Gathering Place. Call 217-893-5700 to RSVP.

Recreation Department Breakfast with Santa will be held Saturday, December 9 at 8:00 – 10:00 am at the Gathering Place. Call 217-892-5700 to RSVP.

2023 Rantoul Area Chamber of Commerce Awards

Business of the Year - Lindsey Lane Bridal
New Business of the Year – House of Flowers
Minority Business of the Year – Fashion Nails
Young Professional of the Year – Tasha Saltsgarver
Educator of the Year – Todd Wilson
Marv Remmers Volunteer of the Year – Gary Maxwell
Citizen of the Year – Chad Smith

F. Closed Session

No closed session was held.

G. Adjournment

Trustee Weathersby moved to adjourn the meeting. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.
NAYS: None – 0.

The motion carried 6-0.

MEETING ADJOURNED AT 6:35 pm.

Janet E. Gray, MMC
Village Clerk

Approved

_____
Charles Smith
Village President

ATTEST:

_____
Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held November 14, 2023 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

DRAFT

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Board Meeting Schedule 2024	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. Board Meeting Schedule 2024	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

2024 Meeting Schedule

Village Board Study Session	Village Board Meeting
_____	January 9th
February 6th	February 13th
March 5th	March 12th
April 2nd	April 9th
May 7th	May 14th
June 4th	June 11th
July 2nd	July 9th
August 6th	August 13th
September 3rd	September 10th
October 1st	October 8th
November 5th	November 12th
December 3rd	December 10th

Meetings are held at 6:00pm in the
Village Hall Louis B. Schelling Memorial Board Room
unless otherwise announced

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: November 2023 Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. HR Report - November 2023	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Open Positions for Village of Rantoul

November 27, 2022 to November 28, 2023

Position					
	Census Report 2021	Police Officer		Experienced Police Officer	
Race		**Number**	**Percentage**	**Number**	**Percentage**
White	61.5%	45	59%	5	83%
African American	19.6%	17	23%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	1	1%	0	0%
Hispanic/Latino	12.7%	7	9%	0	0%
American Indian	0.3%	0	0%	1	17%
Two or More Races	16.2%	6	8%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	59	78%	4	67%
Female	53.2%	17	22%	2	33%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	76		6	
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%	11	45%	13	87%
African American	19.6%	5	21%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	3	13%	2	13%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	3	13%	0	0%
Unknown	0.0%	2	8%	0	0%
Gender					
Male	46.8%	21	87%	11	73%
Female	53.2%	3	13%	3	20%
Unknown	0.0%	0	0%	1	7%
Total Applications					
Population Estimate, 07/01/2021	12,119	24		15	
Open / Filled					
		Volunteer Position		Full Time Position	
		Fire		Public Works	

Open Positions for Village of Rantoul

November 27, 2022 to November 28, 2023

Position					
	Census Report 2021	Chief of Operations - Wastewater		Water Treatment Plant Operator	
Race		Number	Percentage		
White	61.5%	6	67%	9	60%
African American	19.6%	1	11%	3	20%
Asian	1.6%	1	11%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	2	13%
American Indian	0.3%	1	11%	0	0%
Two or More Races	16.2%	0	0%	1	7%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	7	78%	15	100%
Female	53.2%	2	22%	0	0%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	9		15	
Open / Filled					
		Full Time Position		Full Time Position	
		Public Works		Public Works	

Position					
	Census Report 2021	Budget & Data Analyst		GIS Systems Coordinator	
Race					
White	61.5%	8	43%	14	61%
African American	19.6%	1	6%	1	4%
Asian	1.6%	5	28%	4	17%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	2	11%	2	9%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	1	6%	0	0%
Unknown	0.0%	1	6%	2	9%
Gender					
Male	46.8%	7	38%	19	83%
Female	53.2%	10	56%	3	13%
Unknown	0.0%	1	6%	1	4%
Total Applications					
Population Estimate, 07/01/2021	12,119	18		23	
Open / Filled					
		Full Time Position		Full Time Position	
		Finance		Public Works	

Open Positions for Village of Rantoul

November 27, 2022 to November 28, 2023

Position					
	Census Report 2021	Street & Systems Operator		Total Number of Applicants between 11.27.2022 to 11.28.2023	
Race					
White	61.5%	9	60%	120	60%
African American	19.6%	4	27%	32	16%
Asian	1.6%	0	0%	10	5%
Native Hawiian/Pacific Islander	0.0%	0	0%	1	0%
Hispanic/Latino	12.7%	2	13%	20	10%
American Indian	0.3%	0	0%	2	1%
Two or More Races	16.2%	0	0%	11	5%
Unknown	0.0%	0	0%	5	3%
Gender					
Male	46.8%	13	87%	156	78%
Female	53.2%	2	13%	42	21%
Unknown	0.0%	0	0%	3	1%
Total Applications					
Population Estimate, 07/01/2021	12,119	15		201	
Open / Filled					
		Full Time Position			
		Public Works		Applicants	

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Village Career Opportunities	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. Apply Today!	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

APPLY TODAY!

Https://www.myrantoul.com/Jobs

JOIN OUR TEAM

WE ARE HIRING!

- Street & Systems Operator
- GIS Systems Coordinator
- Budget & Data Analyst
- Chief of Operations - Wastewater
- Assistant Public Works Director
- Water Operator
- Firefighter
- Police Officer

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance Authorizing and Approving an Agreement for the Sale of Real Estate Owned by the Village at 711 Chandler Road (Prairie Pines Campground)	DEPARTMENT: Community Development
DATE: December 5, 2023	AMOUNT: $500,000
ATTACHMENTS: 1. 12-23 Ordinance Approve Sale of Real Estate (711 Chandler) (cm)(dw rev) 2. Agreement for Sale of Real Estate 711 Chandler (Prairie Pines Campground) Signed by Rantoul Warehouse Group	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This agenda item provides for the sale of the Village-owned property at 7ll Chandler Road, which is the Prairie Pines Campground. This property has been operated by the Village's Recreation Dept as a Campground for 30 plus years. The property totals approximately 20 acres. Village staff, recognizing that significant investment is needing to be made to the Campground property in the near future in order to keep it fully functional, recommended that the Village entertain offers from the private sector to purchase and improve the property. The property was then publicly listed for sale with the Village issuing a Request for Proposals in August of this year. The Village received three (3) proposals to that request, with Village staff then conducting interviews with each of the three. The consensus of staff was to move forward with the proposal received from Rantoul Warehouse Group, LLC, which provided the most complete proposal, including the most detailed plan for the improvement of the campground property, and upgrading of infrastructure in the campground, as well as the most comprehensive vision for how the campground fits into the continued economic development of the community.

The prospective buyer purchased the building and property at 721 Galaxy Drive from the Village in 2021, and over the past two years has made significant investments in and improvements to that property, which has shown what they are capable of

accomplishing. The prospective buyer also has experience with campgrounds, having developed another campground in the area from scratch, and operating it successfully over the past two years.

The sale of this property would continue the redevelopment efforts of the former Chanute Base area, while also reducing the amount of property that is having to be maintained by Village resources and staff. This property is under the authority of the Airport, and thus the proceeds of the sale will go back into the Airport fund for further investment in the Airport. The buyer has agreed to allow the Village to place a deed use restriction on the property that will ensure the property stays a campground.

RECOMMENDED ACTION: Authorize the approval of the sale of 711 Chandler Road (Prairie Pines Campground) to Rantoul Warehouse Group, LLC in the amount of $500,000.00.

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR
Chris Milliken	Scott Eisenhauer

ORDINANCE NO. ____

AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(711 Chandler Road.)

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the **"Village"**) is the owner of a certain parcel of real estate commonly known as 711 Chandler Road, Rantoul, Illinois, which is described on Exhibit A attached to the Agreement described below (the **"Real Estate"**); and

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village have determined that it is no longer necessary, appropriate or in the best interests of the Village that it retain title to the Real Estate, and that the Real Estate is not required for the use of, or profitable to, the Village; and

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

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate (the **"Agreement"**) by and between the Village, as Seller, and Rantoul Warehouse Group LLC, as Buyer (the **"Buyer"**), under and by which such Buyer has agreed to purchase the Real Estate for $500,000.00.

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

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

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

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary or required for the use of the Village, nor in the best interests of the Village to retain.

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

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

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

VILLAGE OF RANTOUL, ILLINOIS, AS SELLER

AND

RANTOUL WAREHOUSE GROUP, LLC, AS BUYER

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this **"Agreement"**), by and between the Village of Rantoul, Illinois, an Illinois municipal corporation, as Seller (**"Seller"**) and Rantoul Warehouse Group, LLC, as Buyer (**"Buyer"**). For the purposes of this Agreement, the term **"Parties"** is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the **"Effective Date"**).

RECITALS

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

ARTICLE 1
SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 711 Chandler Road, Rantoul, Illinois, (the **"Real Estate"**), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the **"Premises"**), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller five hundred thousand and 00/100 dollars ($500,000.00) as the total price for the Premises. Such purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Condition of Premises. Buyer acknowledges having inspected the Premises and accepts the Premises in its "AS-IS", "WHERE-IS" condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements.

Section 1.4. Closing. The closing date ("**Closing**") shall be within ninety (90) days from the execution of this Agreement unless Buyer agrees to any subsequent extensions to the closing date, and then the closing date shall be extended accordingly. The closing may take place at the office of Seller, Buyer's Lender or a title insurance company regularly doing business in Champaign County, Illinois.

Section 1.5. Execution of Development Agreement. Seller and Buyer agree to enter into a mutually approved Development Agreement for the Real Estate/Premises that is the subject of this Agreement. The Closing referenced in Section 1.4 above shall be conditioned on successful execution of the Development Agreement prior to the Closing.

Section 1.6. Early Possession. Seller shall deliver early possession of the Premises to Buyer

at the Effective Date of this Agreement. Buyer shall pay Seller one thousand dollars ($1,000.00) per month as rent for the period of possession until the Closing date, prorated for any partial months. All rent paid by Buyer shall be applied as a credit against the Purchase Price at Closing. In the event this Agreement is terminated under applicable provisions of this Agreement: Buyer shall turnover possession of the Premises back to Seller within one (1) month; Seller shall retain all rent payments paid by Buyer for the period of Buyer's possession, up through and including the final date of possession; and, Seller shall refund any rent paid in advanced by Buyer which would be applicable to any period beyond Buyer's final date of possession. In the event of such termination, Buyer shall return the Premises to Seller in substantially the same, or improved, condition as Buyer received the Premises, normal wear and tear excepted. Buyer shall be entitled to make repairs and construct reasonable improvements upon the Premises during the Early Possession period, with the costs of any such improvements made upon the Premises by Buyer reimbursed to Buyer by Seller in the event Seller defaults or otherwise terminates this Agreement. The Seller's Early Possession of the Premises shall be subject to the Use Restriction contained in Section 2.4 of this Agreement.

ARTICLE II
TITLE MATTERS

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County, Illinois, committing the company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Seller shall be responsible for payment of the Owner's premium and Seller's search charges.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within 7 days of Buyer's receipt of the title commitment. Seller shall have 7 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed. Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement. Such Deed shall include the Use Restriction as set forth in Section 2.4 of this Agreement.

Section 2.4. Deed Restriction. Buyer acknowledges and agrees that the Premises shall be conveyed subject to a deed restriction that provides that the owner of the Premises shall operate, sell, lease or allow operation, sale or lease of the Premises only for use as a Campground for a

period of fifteen (15) years from the recording of the deed (the **"Use Restriction")**. For purposes of the Use Restriction, a Campground shall mean a place used for camping consisting of open pieces of ground where campers can park a recreational vehicle, camper or pitch a tent, and which is made available to the public for a user fee on a daily, weekly or monthly basis, and which is equipped with amenities including but not limited to cooking grills, water, showers and toilets. The Use Restriction shall run with and bind title to the Premises for such fifteen (15) year period and Buyer shall incorporate the Use Restriction by reference in any conveyance or leasehold estate of all or any portion of the Premises. Buyer shall have the right to transfer the Premises so long as the Use Restriction detailed in this Section is included in any future conveyance.

Section 2.5. Taxes, Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. The Transfer tax and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be paid at or prior to closing.

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

ARTICLE III
REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.1 shall survive the Closing.

Section 3.2. Casualty and Condemnation. If, prior to the closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively **"Damage"**), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively **"Condemnation"**), then Buyer may elect to terminate this Agreement by giving notice of such termination to the Seller. If no such notice is given, Buyer shall take the Premises **"AS-IS"** and this agreement shall continue in accordance with its terms.

ARTICLE IV
DEFAULT

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a **"Default"** under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the **"Non-Defaulting Party"**) may serve written notice of the Default upon the other party (the **"Defaulting Party"**), and if such Default is not corrected within thirty (30) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for

monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law. Prior to maintaining any action in a court of competent jurisdiction, the Parties shall attempt to resolve the dispute through mediation or arbitration.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, inclusive, which is attached hereto and made a part hereof) is the entire sale/purchase agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant

to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Administrative Officer
Tel: (217) 892-6801

With a copy to:
David Wesner
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494
dwesner@efbclaw.com

(ii) In the case of Buyer, to:
Rantoul Warehouse Group LLC
1709 Trails Drive
Urbana, IL 61802

With a copy to:
Ryan Bradley
Koester & Bradley, LLP
801 West Springfield Ave
Champaign, IL 61820
ryan@koesterlawllp.com

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party except for the Buyers ability to create a new and separate Limited Liability Company prior to closing that would become the entity that is the Buyer.

Section 5.9. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal

representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS SELLER

By:_____
Village President

ATTEST:

By:_____
Village Clerk

Date:_____

RANTOUL WAREHOUSE GROUP, LLC, AS BUYER

By:_____
One of the Members of Rantoul Warehouse Group, LLC

Date: 12/1/23

EXHIBIT A

Legal Description

LOT 2 OF CENTURY GATEWAY SUBDIVISION, AS PER PLAT RECORDED JULY 23, 2019 AS DOCUMENT NUMBER 2019R11736, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

PIN: 20-09-11-200-010

(commonly known as 711 Chandler Road, Rantoul, IL 61866)

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Resolution Approving a Development Agreement between the Village and Rantoul Warehouse Group LLC in conjunction with the sale and development of the Real Estate at 711 Chandler Road.	DEPARTMENT: Community Development
DATE: December 5, 2023	AMOUNT: N/A
ATTACHMENTS: 1. 12-23 (Res. No._____) App Development Agreement re Campground 2. Development Agreement (Rantoul Warehouse Group) Campground 11-23	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

A Resolution approving a Development Agreement between the Village and Rantoul Warehouse Group LLC, in conjunction with the sale and development of the Real Estate at 711 Chandler Road.

RECOMMENDED ACTION: Authorize the Approval of the Development Agreement with Rantoul Warehouse Group, LLC in conjunction with the sale and development of 711 Chandler Road

DEPARTMENT HEAD APPROVAL Chris Milliken	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION NO. 12-23-____

A RESOLUTION
AUTHORIZING AND APPROVING A DEVELOPMENT AGREEMENT
WITH RANTOUL WAREHOUSE GROUP LLC FOR 711 CHANDLER ROAD

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**) at which this Resolution is adopted, the form of a certain Development Agreement (the **"Agreement"**) by and between the Village and Rantoul Warehouse Group, LLC (the **"Developer"**) in connection with the property at 711 Chander Road.

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 Developer, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, and the Village Clerk is authorized to attest thereto, with such insertions, changes and 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, changes or 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 present at a regular meeting held on the date set forth below.

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

DEVELOPMENT AGREEMENT

by and between the

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

and

RANTOUL WAREHOUSE GROUP, LLC.

Dated as of November 15, 2023

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EXHIBIT LIST

EXHIBIT A	Legal Description of Property

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this **"Agreement"**) is dated for reference purposes only as of November 8, 2023, but actually executed by each of the parties on the dates set forth beneath their respective signatures below, by and between the **Village of Rantoul, Champaign County, Illinois**, an Illinois municipal corporation (the **"Village"**), and **Rantoul Warehouse Group, LLC.**, an Illinois limited liability company (the **"Developer"**). This Agreement shall become effective upon the date of the last of the Village and the Developer to execute and date this Agreement and deliver it to the other (the **"Effective Date"**).

RECITALS

WHEREAS, in accordance with and pursuant to the power of the Village as a home rule unit under Section 6 of Article VII of the Constitution of the State of Illinois, the President and Board of Trustees of the Village (the **"Corporate Authorities"**) are authorized to enter into development agreements in order to encourage development or redevelopment of land within the corporate limits of the Village; and

WHEREAS, the Developer has proposed to acquire the Property (as defined below, the **"Property"**) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below, the **"Project"**); and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, stipulations, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

"Project" means, collectively, the construction of improvements, and operation of the Campground upon the Property.

"Property" means, the real estate commonly known as 711 Chandler Road, Rantoul, Illinois, consisting of the parcels legally described on Exhibit A hereto attached; upon or within which the Project is to be undertaken and completed.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) definitions include both singular and plural.
(b) pronouns include both singular and plural and cover all genders; and
(c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction, or effect hereof.

(d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Village. In order to induce the Developer to enter into this Agreement, the Village hereby makes certain representations and warranties to the Developer, as follows:

(a) Organization and Standing. The Village is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the Village's agreements, obligations and undertakings hereunder will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any other governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the Village to enter into this Agreement, the Developer makes the following representations and warranties to the Village:

(a) Organization. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's managers. This Agreement is a legal, valid, and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms,

except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) Maintenance of Existence. During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporation duly authorized and existing in the State of Illinois.

Section 2.3. Disclaimer of Warranties. The Village and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The Village hereby disclaims any and all warranties with respect to the Property, and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the obligations of each for the purposes of this Agreement.

ARTICLE III
CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE DEVELOPER AND THE VILLAGE

Section 3.1. Conditions Precedent. The undertakings on the part of the Developer and the Village as set forth in this Agreement are expressly contingent upon each of the following:

(a) Title. The Developer shall have acquired fee simple title to the Property from the Village.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above, but if such conditions are not so satisfied or waived by the Village, then the Village may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the Village nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
DEVELOPER'S COVENANTS

Section 4.1. Commitment to Undertake and Complete the Project. The Developer covenants and agrees to commence the Project immediately upon taking title to the Property and to have the Campground back open by April 1, 2024 and in continuous operation thereafter. The Developer agrees to maintain at least ninety-three (93) camping sites available on the Property. The Developer will undertake a complete renovation of the shower house building on the property and that work will be completed prior to the re-opening of the Campground on April 1, 2024. The Developer will also construct a new maintenance shed on the Property before April 1, 2024, with this new maintenance shed housing a new water meter and Reduced Pressure Zone (RPZ) valve for the Property. The Developer will add at least four (4) cabins to the Property within twelve (12) months of the Effective Date of this Agreement. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits and any failure on the part of the Village to grant or issue any such required permit shall not give rise to any claim against or liability of the Village pursuant to this Agreement. The Village agrees, however, that any permit application shall be processed in its usual and customary manner and that any such approval shall be made in conformance with the applicable Village Codes and shall not be unreasonably denied, withheld, conditioned, or delayed.

Section 4.2. Compliance with Agreement and Laws During Development. The Developer shall at all times acquire, construct and install the Project, including any related and appurtenant facilities and improvements (or cause the same to be done), in conformance with this Agreement and all applicable laws, rules and regulations, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use ordinances of the Village. Any agreement of the Developer related to the design, construction or installation of the Project with any contractor subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

Section 4.3. Roads and Utility Infrastructure. The Developer agrees to assume ownership and maintenance of all road and utility infrastructure located on the Property upon taking title to the Property and this onsite road and utility infrastructure shall remain the sole responsibility of the Developer.

Section 4.4. Utility Charges. The Developer agrees to be responsible for all utility charges associated with the Property upon taking title to the Property and shall promptly pay for all incurred utility charges for the Property.

Section 4.5. Administration of Dry Camping for Major Events. The Developer agrees to administer dry camping for major events hosted at the Rantoul Airport. This will include providing contact info and taking reservations, providing portable restrooms, dumpsters and trash collection service. If the land upon which the dry camping is administered is Village owned, the Village shall receive a 10% commission on the gross sales from the dry camping in lieu of a lease and rent being paid by the Developer.

Section 4.6. Continuing Compliance with Laws. The Developer covenants and agrees to undertake the acquisition, construction, and installation of the Project in conformance with this Agreement and all applicable federal and state laws, rules and regulations and all Village Codes.

ARTICLE V
VILLAGE'S COVENANTS

Section 5.1. Water System Improvements. The Village agrees to provide and install the necessary water meter, reduced pressure zone (RPZ) valve and check valves on the Property to serve the Property and ensure that the Property is properly metered for utility billing purposes and provided adequate water service.

Section 5.2. Commitment of Adjacent Lands via Separate Lease Agreement. The Village agrees to make available to the Developer via a separate mutually agreed to lease agreement additional land adjacent to the Property for the Developer to expand campsite availability and create additional amenities and offerings to support the campground. The terms of this lease agreement will be negotiated but shall include a first right of refusal for the purchase of the property, the application of rent towards a future purchase, and a purchase option that is only executable after successful completion of site and utility upgrades and improvements on the campground Property

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.1. Events of Default. The occurrence of any one or more of the events specified in this Section 7.1 shall constitute a **"Default"** under this Agreement.

(a) By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement that is false or misleading in any material respect; and

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement.

(b) By the Village:

(1) The failure by the Village to timely perform any other term, obligation, covenant, or condition contained in this Agreement.

Section 6.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the **"Non-Defaulting Party"**) shall give written notice of the alleged Default to the other party (the **"Defaulting Party"**) describing the nature of the Default complained of and the term or provision of this Agreement which the Non-Defaulting Party believes is in default. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice. In the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party may give the Non-Defaulting Party written notice that (i) the Default will take more than thirty (30) days to cure or remedy; (ii) the Defaulting Party has promptly commenced and is diligently pursuing such cure or remedy; and (iii) the date on or before which the Defaulting Party will have completed such cure or remedy. Provided that the Defaulting Party promptly commences and diligently pursues such cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default. During any such period following the giving of notice of the alleged Default, the Non-Defaulting party may suspend performance under this Agreement until the Non-

Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy or has cured or remedied the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued as provided above shall constitute a **"Breach"** under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 6.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the Village shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the Village, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel specific performance, or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of an Breach by the Village under any of the terms and provisions of this Agreement shall be to institute legal action against the Village for specific performance or other appropriate equitable relief and under no circumstances shall the Village be liable to the Developer for any monetary liability or be liable for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement.

Section 6.4. Costs, Expenses and Fees. Upon the occurrence of a Default or Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) constitutes the entire agreement by and between the Village and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 7.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 7.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 7.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged.

Section 7.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the Village and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the Village.

Section 7.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing and duly executed by the party giving such waiver. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 7.7. Cooperation and Further Assurances. The Village and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 7.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail in a properly addressed envelope and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to the Village and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(i) In the case of the Developer, to:
Rantoul Warehouse Group, LLC.
1709 Trails Drive
Urbana, IL 61802
Attn: Julio Crispin, Manager

Tel: (217) 607-3996

(ii) In the case of the Village, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Village Administrator
Tel: (217) 892-6801

Whenever any party hereto is required to deliver notices, certificates, opinions, statements, or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 7.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement in whole or in part without the prior express written consent of the Village. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms, and provisions of this Agreement by the applicable parties thereto.

Section 7.10. Successors in Interest. Subject to Section 7.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 7.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

Section 7.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 7.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate 12 months after the Developer's acquisition of the Property, provided however, that anything to the contrary notwithstanding, the Developer's obligations under Section 4.6 of Article IV of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 7.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By:_____
Mayor

ATTEST:

By:_____
Village Clerk

Date:_____

RANTOUL WAREHOUSE GROUP, LLC.

By:_____
Manager

Date:_____

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

EXHIBIT A

Legal Description of Property

LOT 2 OF CENTURY GATEWAY SUBDIVISION, AS PER PLAT RECORDED JULY 23, 2019 AS DOCUMENT NUMBER 2019R11736, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

PIN: 20-09-11-200-010

(commonly known as 711 Chandler Road, Rantoul, IL 61866)

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Authorize the Purchase 1500 feet of 350 MCM CU Wire from Anixter in the amount of $40,575.00	DEPARTMENT: Public Works
DATE: December 5, 2023	AMOUNT: $40,575.00
ATTACHMENTS: 1. 350 MCM Wire	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the approval to purchase 1500 feet of 350 MCM Cu wire from Anixter in the amount of $40,575.00 to be used on Century Blvd from Chandler Substation to the Rantoul Business Center as a back-up feed.

The wire will be delivered in June 2024.

The purchase will be funded from the electric Infrastructure Account 541-1180-430-75-70.

RECOMMENDED ACTION: Authorize the approval to purchase 1500 feet of 350 MCM Cu wire from Anixter in the amount of $40,575.00.

DEPARTMENT HEAD APPROVAL Jacob D McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

1100 Old State Road
Mattoon, IL 61938

Phone: 217.235.0546
Fax: 217.235.0024

www.anixterpowersolutions.com

Quotation: U00740354.00

To: **RANTOUL LIGHT & POWER DEPT**
729 COOK STREET
RANTOUL, IL 61866

Attn:
Phone:
Fax:

Issued Date: **Nov 15, 2023**
Expiration Date: **Dec 15, 2023**

Sales Contact: **Tara Hooten**
(P)
(F) 217.235.0024
tara.hooten@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**140-23-9234** 350MCM CU 220 EPR CONCENTRIC 1/3 NEUTRAL **STD PKG:** 3 X 500' DEL: JUNE 2024, SUBJECT TO ESCALATION	1500	27.050	FT	40,575.00

SECTION TOTAL: $40,575.00

QUOTE TOTAL: **$40,575.00**

Special Notes

1) All items are In Stock unless otherwise noted.
2) All item pricing on this quote is valid for thirty days unless otherwise specified.
3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

http://www.anixter.com/TERMSANDCONDITIONS

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Authorize the Purchase of Switchgear Equipment for the Prospect Substation Upgrades from Powercon Corp in the amount of $1,838,115.00	DEPARTMENT: Public Works
DATE: December 5, 2023	AMOUNT: $1,838,115.00
ATTACHMENTS: 1. 2183K001_Letter of Recommendation for the Switchgear Purchase (3)	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the purchase of switchgear equipment from Powercon Corp in the amount of $1,838,115.00 at the Prospect Substation.

The existing Prospect Substation is a single-unit substation with switchgear feeders. The sub has provisions for a second feed and second transformer, with a power transfer without an on-load tap changer. The project would include updating the site to convert the sub to a two-unit substation with a new open-air breaker design. The existing switchgear building will be removed. New feeder exits will be designed and routed to the new open-air breakers. The current spare transformer is a sitting foundation; however, it doesn't have an on-load tap changer. This upgrade will also give room for future growth at Rantoul Foods.

The sealed bids will be opened on November 2, 2023. $1,838,115.00 has been allocated for the project.

The switchgear equipment has a two-year lead time.

The estimated cost of the project:
$3,673,725.00 Construction (FY25)
$452,500.00 Engineering – All Phases (FY24)
$649,617.50 Contingency (FY25)
$4,775,842.50 Total

The project was included in the FY24 budget 541-1180-430-75-70.

RECOMMENDED ACTION: Authorize the approval for the purchase of switchgear equipment from Powercon Corp in the amount of $1,838,115.00 at the Prospect Substation.

DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

BHMG Engineers, Inc.

9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

Jake McCoy
Village of Rantoul
E: jmccoy@village.rantoul.il.us
P: 217-892-6526

November 7, 2023

Ref: 2183K001 – Prospect Substation Upgrades
Switchgear Purchase Recommendation

Dear Jake:

The Village received and opened bids on November 02, 2023, for the switchgear purchase, a part of the Prospect Substation Upgrades project. A total of three (3) bids were received and have been reviewed for completeness and ability to meet specification requirements. Below is a summary of the total bid upon review of their documents.

Bidder	Total Bid Price	Lead Time
Powercon	$1,838,115.00	110 weeks
Avail/AZZ	$2,043,000.00	84 weeks
Eaton	$4,041,648.00	208 weeks

The bid from Powercon was the apparent low bid for Specification 2183K001, no major exceptions were listed. This bid did not include a bid bond nor a non-collusion affidavit. We defer to the city's legal council to determine whether or not the bid is acceptable. The bids do include material and labor escalator language since the lead time is so long. Powercon has a good list of reference completed projects. The company appears to be in good standing and employs certified and trained craftsmen.

The low bid is over the Engineer's estimate of $1,365,000 for the contract. Unfortunately, electric utility materials continue to increase rapidly. The city does need to replace the Prospect Street sub, and we do not see pricing come down anytime soon. Therefore, BHMG recommends awarding the contract to Powercon for the supply of the switchgear.

With the City's approval, release, and financial approval, BHMG will assist in issuing contract documents. Should you have any questions concerning the proposals or the project, please do not hesitate to contact us.

Sincerely,

Chris Couch

Assistant Project Manager

Enclosures: Bid Evaluation, Bid Tab, Bids

Switchgear Bid Evaluation

2183 - Rantoul_Prospect Substation Switchgear Purchase

#	Company	Base Bid ($)	Manufacturer Location	Leadtime (weeks)	Leadtime (Date)	Breaker (manufacturer)	Enclosure (manufacturer)	Estimated Weight (lbs)	Notes
1	Powercon	$ 1,838,115.00	Severn, MD	110	12/1/2025	Eaton	Powercon	101,200	Powercon Terms & Conditions, material escalators
2	Avail/AZZ	$ 2,043,000.00	Fulton, MO	84	7/31/2025	Eaton	Central Electric	100,000	Avail Terms & Conditions, material escalators
3	Eaton	$ 4,041,648.00	Omaha, NE	208	9/1/2027	Eaton	Trachte	101,350	Eaton Terms & Conditions, material escalators

BHMG

2183 K001 Rantoul - Prospect Substation Switchgear Purchase

BIDDERS / PROPOSALS	Eaton	Powercon Corp.	Avail (formerly AZZ)	Crown Technical Systems
	Evans, Lipka & Associates		*Electrorep*	
BID SECURITY	5% Bid Bond	5% Bid Bond	5% Bid Bond	
Proposal No. 1 Furnish Goods & Special Services to manufacture and deliver Switchgear.	$4,041,648.00	$1,838,115.00	$2,043,000.00	
Delivery Date/Lead Time	3rd Quarter, 2027	Approx 4th Quarter 2025	07/31/2025	
	X Registered Bidder	X Registered Bidder	X Registered Bidder	X Registered Bidder
	not rec'd Non-Collusion Affidavit	*not rec'd* Non-Collusion Affidavit	X Non-Collusion Affidavit	Non-Collusion Affidavit
	X Bid Bond	*not rec'd* Bid Bond	X Bid Bond	Bid Bond
	X Bid Form	X Bid Form	X Bid Form	Bid Form
	Any other documents as required by the specification	Any other documents as required by the specificaton	Any other documents as required by the specificaton	Any other documents as required by the specificaton

NO BID RECEIVED

BHMG ENGINEERS, INC.
Consulting Engineers
9735 Landmark Parkway Dr., Suite 110A
St. Louis, MO 63127

Village of Rantoul
Prospect Substation - Switchgear Purchase
Bids Received 11/02/2023 2:00 pm

Jake McCoy, Director of Public Works
Janet Gray, Village Clerk
Randy Etheridge, Electric Tech Foreman

Bid Opening Witnesses:

Rantoul: Matt Caldwell, Randy Etheridge, Jake McCoy

BHMG: Laura Stackle

Laura Stackle

Powercon Corp
SEVERN MD

BALTIMORE 410-551-6500
WASHINGTON 202-621-7400
http://www.powerconcorp.com

1551 FLORIDA AVENUE
P.O. BOX 477
SEVERN, MARYLAND 21144

November 1, 2023

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866

Bid Package – Prospect Substation Upgrades
2183 K001
Re: Powercon Quotation 8938

We are pleased to offer our proposal for the following:

ITEM 1

1 ea. **Outdoor Powercontrol Complex** per Specifications 2183 K001 dated September, 2023.

Approx. 41'L x 20'W - #11GA exterior walls and #16GA steel interior walls, with R-21 insulation on the walls, and R-40 insulation on the roof and base– paint interior aisle white, exterior ANSI # 70 light gray **shipped in (4) sections** and equipped as follows:

- two (2) 42" x 84" Personnel Door, panic hardware & door sensor switch;
- one (1) Breaker Test Cabinet ;
- one (1) lot of LED Interior Lights and two 3-way Light Switches;
- two (2) LED Exterior lights, one over each entrance door;
- two (2) "Exit" Lights;
- two (2) DC emergency lights;
- two (2) Fire Extinguishers (32);
- two (2) Smoke detectors (7);
- two (2) Bard type The Wall-Mount HVAC units (10);
- two (2) AC heat pump disconnect switch (9);
- one (1) Heat pump controller (thermostat) (12);
- two (2) Ceiling Mount Electric Heater (35);
- one (1) Exhaust fan with rain hood (24);
- one (1) Filtered ventilation intake (15) ;
- one (1) (60) Enersys 4 OPzS 200 batteries (36OPZS-4, FIN, SAN, CW (25);
- one (1) AM11T2SCFC2BP-144 rack for 60 jars, 144"Lx33.15"Wx32.12"H (25);
- fifty-eight (58) EG0-SPCR06-12-39 required spacers;
- one (1) ATEV1130025EMT1SS1XXXXXXX1 1 ph, 130V, 25A charger (22);
- one (1) Hydrogen Gas Detector (23);
- one (1) Eyewash station with 32-oz bottle of saline solution (19);
- two (2) 125V DC Panelboard (21);
- one (1) 120/240V AC Panelboard (20);
- one (1) Communication Fiber Panel (36);
- one (1) Fiber Entrance Cabinet (34);

- one (1) Floor Mounting Term cabinet (16);
- one (1) Automatic Transfer Switch (37);
- one (1) Notifier SFP-2402 Fire alarm Control Panel (8);
- one (1) Exterior cable entrance assy, w/ adj extension to vault (30,31);
- one (1) lot of receptacles;
- one (1) lot of wireways & cable trays;
- one (1) lot of misc. (comm. cables, terminal blocks, etc.);

1 ea. Metal-Clad Switchgear Assembly

Indoor 15kV, 95kV BIL, 40kA short circuit current, 2000A Lexan insulated copper main bus, consisting of (13) vertical sections approx. 39 ft. L x 8 ft. D in a walk-in enclosure, equipped as follows:

Unit 1 – "Auxiliary" Section
Unit 2– "2000A Main Transformer" Section
Unit 3 – "1200A Feeder Breaker" Section
Unit 4 – "1200A Feeder Breaker" Section
Unit 5 – "1200A Feeder Breaker" Section
Unit 6 – "1200A Feeder Breaker" Section
Unit 7 - "2000A Tie Breaker" Section
Unit 8 - "1200A Feeder Breaker w/CPT/Fuse" Section
Unit 9 – "1200A Feeder Breaker" Section
Unit 10 - 1200A Feeder Breaker" Section
Unit 11 – "1200A Feeder Breaker" Section
Unit 12 – "2000A Main Transformer" Section
Unit 13 - "Auxiliary" Section

Auxiliary Section (Units 1 & 13)
three (3) VIZ-11 PT 7525A68G06;
one (1) Powercon PT Trunnion;
one (1) 0587Z0X325312XX (587Z#0102);
one (1) ESCO 7808D;
four (4) FT-19 Test Switch;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

2000A Main Transformer Section (Units 2 & 12)
one (1) Eaton 150VCP-W40 15kV, 2000A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 2000A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
twelve (12) 2000/5 SCV CT 7525A38G03;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) 0735LX20944EXXXXXX16201CX (735#0401);
one (1) ESCO 2457D;
one (1) ESCO 8845DB;
one (1) ESCO 9203DD;
one (1) ESCO 24203B;
two (2) FT-19 Test Switch;
one (1) FT-1 Test Switch;
one (1) LTC Tap Indicator INCON 1250B-4-I-M-120;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

Feeder (Units 3,4,5,6,9,10,11)
one (1) Eaton 150VCP-W40 15kV, 1200A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 1200A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
three (3) 2000/5 SCV CT 7525A38G03;
three (3) 1200/5 SCV CT 7525A38G02;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) ESCO 2457D;
one (1) ESCO 9223DE ;
one (1) FT-19 Test Switch;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

Tie (Unit 7)
one (1) Eaton 150VCP-W40 15kV, 2000A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 2000A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
twelve (12) 1200/5 SCV CT 7525A38G02;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) ESCO 2457D;
one (1) ESCO 9223DE ;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

Feeder w CPT fuse (Unit 8)
one (1) Eaton 150VCP-W40 15kV, 1200A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 1200A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
three (3) 2000/5 SCV CT 7525A38G03;
three (3) 1200/5 SCV CT 7525A38G02;
one (1) Powercon Fuse Trunnion;
one (1) 75KVA Control Power Transformer ;
one (1) Molded Case Circuit Breaker Disconnect ;
one (1) Mechnical Interlock ;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) ESCO 2457D;
one (1) ESCO 9223DE ;
one (1) FT-19 Test Switch;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

COMMS/Fiber Panel
one (1) 24070003B;
one (1) 3530#9GFJ;
one (1) 91610054 Touch Screen Monitor/Display Kit;
one (1) 91610049 Keyboard Kit;
one (1) 3355#HNF4 Computer;
one (1) 2242R1X0 ;

one (1) 224311X0;
four (4) 22442424X0;
one (1) 22443131X0 ;
one (1) 2730M0ARAX1112AAAAX0 Ethernet Switch (2730M#8C6M);
one (1) Wilmore 1766-130-120-60-U DC-AC Converter;
one (1) Corning Fiber Connector Housing CCH-02U ;
four (4) CorningFiber Cassette CCH-CS12-A9-POORE ;
eleven (11) Breaker Operation Plug Hubbell HBL2411 ;
one (1) lot of filler plates;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, etc.)

ACCESSORIES
three (3) 2457D;
three (3) ET-16 red indicating Light;
three (3) ET-16 Green indicating light;
zero (0) Lift truck (N/A Direct roll out);
zero (0) Lift yoke (N/A Direct roll out) ;
two (2) Charging Handles;
zero (0) Extension Rails (N/A Direct roll out)
two (2) Racking Cranks;
one (1) Spare Breaker 150-VCP-W40, 2000A;
one (1) Spare Breaker Charging Motor;
one (1) Miscellaneous;

Installation Services

(1) Lot Powercon field services to offload, reassemble shipping splits and shipped loose appurtenances, connect all power and control conductors internal to the building across shipping splits, verify proper operation of mechanical interlocks on breaker cells, proper alignment of the breaker with the cell, proper alignment of the PT and fuse trunnions. Installation services do not include commissioning services.

ITEM 1 Lot Net Price (TOTAL BID): .....$1,738,115 *

Comments

Specification 16352

Para. 1.2.A – Powercon constructs the proposed PDC in accordance with IBC specifications. Exception is taken to any state, local or municipal codes that may apply.
Para. 2.2.B.1 – Powercon roof panel construction is detailed in the attached "CONSDTL Model (1).pdf" drawing. Exception is taken to standing seam roof panels.
Para. 2.2.G.4.c –Exception is taken to "soft starting system for motor loads".
Para. 2.2.I.3 & J.3 – Exception is taken to 72 circuit panels. Powercon is quoting 42 circuit panels.
Para. 2.2.M – These "optional accessories" are not all reflected in the plan view, and since listed, are only provided as listed in the proposal. This proposed list of materials is all that is included in this offer, regardless of specification variations.
Para. 3.1.A..3 - Exception is taken to travel reimbursement under any circumstances.
Para. 3.2.B.1.b. – Exception is taken to Illinois Department of Labor wage laws. Powercon is a non-union facility and will be compensating employees at the Powercon rate of pay.
Para. 3.2.B.1.c – It is the responsibility of the purchaser to provide access to the substation site by over the road trucks with low ground clearance and necessarily long trailers.
Para. 3.2.C.1 – Powercon has provided offloading and reassembly as part of the quoted price. This is based on utilization of a crane with free access to lifting and a 25' radius. Should any site

restrictions prohibit the use of this method, an evaluation of the alternate lifting method and cost would be required.

General

. * **This proposal price is subject to adjustment by the Bureau of Labor Statistics Series ID: PCU335313335313 "PPI Industry Data for Switchgear and switchboard apparatus manufacturing, not seasonally adjusted". The price will be adjusted by the factor obtained in the following calculation.**

1+ {"ending index value" – "starting index value"/" starting index value"}

Preliminary data shall be used for the start and end index values. The start index value shall be based on available data on the date of the quotation. The end date index value shall be based on available data at the ship date. The value for the start date for this quotation is the September 2023 value which is 301.577 . Progress payments are based on the quoted value, any adjustments will be calculated on the final payment.

This proposal is based on the following progress payment schedule:

10% of contract amount upon first approval submittal
35% of contract amount upon final approval and release to manufacturing
25% of contract amount upon start of final assembly (established as 8 weeks prior to shipdate)
25% of contract amount upon delivery to jobsite
Final 5% of contract amount upon completion of installation N.T.E. 60 days from shipment date.

Delivery is FOB Destination, freight prepaid and included in the quoted price. Alllow 8 weeks for approval drawings after receipt of complete order information. Drawings are requested to be returned in 2 weeks, typically submitted as "approved as noted" Powercon is quoting Q42025 shipment for orders currently being entered.

Any orders resulting from this quotation are subject to acceptance by Powercon Corporation at its office in Severn, MD, and are **subject to Powercon Corporation General Terms and Conditions of Sale, copy attached.** Exception is taken to the provided terms and conditions. Powercon would welcome the opportunity to reach mutually agreeable terms should our proposal be of interest to the Village of Rantoul. Thank you for the opportunity to submit our proposal.

Please feel free to contact me if you have any questions.

Sincerely,

John Salzmann
Strategic Marketing Manager
Powercon Corporation
1551 Florida Avenue
Severn, MD 21144
(443) 603-3739
j.salzmann@powerconcorp.com
www.powerconcorp.com

CC: Annette Mason – Delstar

Powercon Corp
SEVERN MD

GENERAL TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sales set forth herein, and Supplements which may be attached hereto constitute the full and final expressions of the contract for equipment or services as described in the quotation (hereinafter referred to as Equipment) between Powercon Corporation (hereinafter referred to as Seller) and the Buyer and supersedes all prior quotations, purchase orders, correspondence or communications where written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order or other acceptance Buyer shall be bound by these Terms and Conditions of Sales when it returns its purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Equipment.

ACCEPTANCE OF THE CONTRACT IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALES STATED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER

No contract shall exist except as herein provided. No statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an officer or other authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall apply.

1. Orders

All orders are subject to acceptance by an authorized representative at Corporate Headquarters, Severn, Maryland.

2. Warranty

Powercon warrants that the equipment delivered by it will be of the kind and quality described in the order or contract and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within one year after date of shipment, Powercon shall, upon prompt notification thereof and substantiation that the equipment has been stored, installed, operated and maintained in accordance with Powercon recommendations and standard industry practice, correct such nonconformities, at its option, either by repairing any defective part or parts or by supplying a repaired or replacement part or parts F.O.B. factory. However, if Powercon has installed the equipment or furnished field services with respect to its installation, and provided such installation has not been delayed by the Buyer, said one year shall run from the completion of the installation. The total warranty period shall not exceed 18 months from the date of shipment in any case.

In no event shall Powercon be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Powercon to perform its warranty obligations, or transportation costs to and from the Powercon factory or repair facility. The conditions of any tests shall be mutually agreed upon and Powercon shall be notified of, and may be present at, all tests that may be made.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

The remedies provided above are the Buyer's sole remedies for any failure of Powercon to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Powercon whether the claims of the Buyer are based in contract, in tort (including negligence) or other wise with respect to or arising out of the equipment furnished hereunder.

3. Patents

(a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose specified for said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Sellers for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or parts specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any

such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

4. Limitations of Liability and Indemnities

(a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, indirect, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfer title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided under section entitled, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall Seller's liability to Buyer for any loss or damage, arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Section entitled, "Warranty".

(d) If Seller furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

5. Penalty or Liquidated Damages

Contracts which include Penalty or Liquidated Damage clauses for failure to meet shipping promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an officer of Powercon at its headquarters office.

6. Disclosure of Information

Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized representative of Seller.

7. Taxes

In addition to any price specified herein, Buyer shall direct pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. Modification, Cancellation, or Deferment by Buyer

Orders or purchase contracts may be modified or canceled, and scheduled shipments may be deferred, only upon Buyer's prior written notice and upon confirmation by Seller's revised acknowledgment and upon terms, satisfactory to Seller, which compensate Seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than 15 days after receipt of such notice. For assembled equipment the cancellation charges will be based on a percentage of the Contract Price in the following percentages upon completion of the associated milestones: 15% upon the transmittal of drawings for approval; 50% upon approval and release for manufacture by the Buyer; 75% upon the start of final assembly; 100% upon the start of factory final Test and QC. Deferment beyond 18 months from the date of the Purchase Order will subject the order to escalation in the order of 1% per month.

9. Drawing Approval

Drawing approval assures the Buyer that Powercon has designed the product as described and detailed in the Buyer's specification and Seller's quotation. If at drawing approval, Powercon has failed to design the product in line with the agreed upon Buyer's specification and quotation, Powercon will make the appropriate changes at no charge to Buyer. Where Buyer's specifications are not definitive, Powercon will provide a detailed quotation of it's understanding of the buyer's requirements and reserves the right to design the product in line with, in Powercon's judgement, their detailed quotation and good commercial practice. If at drawing approval, the Buyer makes changes outside of the design as covered in his specifications and Powercon's quotation, Powercon will then be reimbursed reasonable charges and allowed a commensurate delay in shipping date based on the changes involved.

10. Compliance With Nuclear Regulations

Seller's equipment is sold as Commercial Grade equipment not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes, under 10CFR21, unless otherwise specified in writing by an authorized representative of Seller at the plant of manufacture or by a Division Product Marketing Representative.

11. Delivery, Title and Risk of Loss

Delivery dates are approximate, subject to prior sale, and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B., point of shipment to Buyer. When equipment is placed in storage at Buyers request, title and risk of loss will transfer at time of shipment from the factory and Buyer agrees to honor an invoice dated from the time the equipment is completed and prepared for storage.

12. Excusable Delays

Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike, or other Labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

13. Payments and Financial Condition

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without offset as shipments are made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

14. Terms of Payment

Standard terms are net within 30 days from date of invoice. Standard terms of payment for U. S. Government purchases for delivery within the continental United States are payment upon receipt of invoice.

15. Accelerated or Delayed Payments

There will be no reduction in price for payments more favorable to Powercon than the standard terms.

If payments are not made in conformance with the standard terms, the quoted price shall, without prejudice to the right of Powercon to immediate payment, be increased by an amount equal to the lesser of 1-1/2 percent per month or fraction thereof on the unpaid balance or the highest legal rate.

16. Prices

All published prices and discounts are subject to change without notice. Written quotations expire thirty (30) calendar days from the date of quotation unless withdrawn sooner. Verbal quotations expire twenty four (24) hours after they are made. Seller assumes no liability for import duties or other taxes imposed by any foreign country.

17. Minimum Billing

Orders amounting to less than $500.00 net sell will be billed at $500.00.

18. Shipment and Risk of Loss

All shipments are F.O.B. the place of shipment. Risk of loss or damage to the Equipment shall pass to Buyer at the F.O.B. point unless the Seller specifically, in writing, agrees otherwise.

19. Packaging

Seller's price includes the cost of standard packaging for shipment in the United States (except Alaska or Hawaii) or to the nearest border location within the United States for shipments to the Dominion of Canada. Additional charges may be imposed for special domestic or overseas packaging or special marking performed at Buyer's request and agreed to by Seller. The cost of such items are determinable only upon completion, and will appear as a separate item on Seller's invoice.

20. Returns

(a) Authorizations and Conditions

Authorization for return of any equipment, including warranty items, must be obtained from Powercon Corporation in the form of written return authorization papers. Equipment not so identified will be returned to the Buyer at Buyer's expense. Return of Equipment for credit will be authorized by Seller and delivery accepted only if the following conditions are met or the exceptions of paragraphs (b) and (c) apply:

Equipment is unused, undamaged, of current design and has been invoiced by Seller, to the Buyer requesting the return, not more than one year prior to the date of return, or the product date code must indicate that it has been less than 2 years since the date of manufacture.

All returns must be received at the appropriate factory within 45 days of the date of the authorization.

(b) Warranty of Seller's Error

Full credit will be issued for all returned material, authorized in advance, which has been accepted under warranty or returned as a result of Seller shipping incorrect material or quantities. In the case of the Seller's error, return must be requested within 30 days of the date of the invoice covering the original shipment. Credit will be issued on return of material with transportation charges paid by the Buyer.

(c) Repair of Material

Return of equipment for repair may be authorized by Seller. Arrangements for such return must be made prior to the actual return to determine repairability, procedures, and pricing.

21. Weights and Dimensions

Published weights are actual or are careful estimates, but are not guaranteed. The dimensions in catalogs are normally accurate but are not to be used for construction.

22. Waiver

The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms or conditions of this contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right thereunder and shall not affect the Seller's right to insist on strict performance and compliance with regard to any unexcused portions of this contract or future performance of these terms and conditions.

23. Venue for Legal Action

These Terms and Conditions of Sale shall be governed and construed in accordance with the Laws of the State of Maryland. Venue for any legal action shall lie exclusively in the appropriate State or Federal Courts in and for the State of Maryland. All Legal fees shall be paid by the losing Party. All UN or International Laws or conventions are specifically excluded from any interpretation or application of these Terms and Conditions of Sale.

(Revised 4/26/18)

BID FORM

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Article 9 - BID SUBMITTAL 6

This Bid is submitted by: Powercon Corporation

Bid Form

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting

of anything of value likely to influence the action of a public official in the bidding process.

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels.

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents including **Allowance No. 1**, as stipulated in the below documents for required scope changes for the following price(s):

Lump Sum Bid Price: $ 1,838,115 SUBJECT TO BLS ADJUSTMENT

SCHEDULE GUARANTEES

Drawing Submittal: 70 Calendar days from ARO
Assembly Complete: _____ Calendar days from ARO
Factory Testing Complete: _____ Calendar days from ARO
Delivery; Shall be Received by: APPROX Q4 2025

EQUIPMENT DETAILS

Manufacturer: POWERCON CORPORATION
Total Weight: 101,200 lbs.

5.02 **Allowances**

A. General

1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid.

2. **Allowance No. 1** – include the stipulated sum of **$100,000.00** for required scope change in the project.

5.03 It is understood and agreed by the undersigned that the Municipal Utility reserves the unrestricted privilege to reject the foregoing proposal indicated above and which the Municipality may consider excessive or unreasonable; to accept such proposal which it may consider fair and reasonable.

The lump sum of the proposal shall be the basis for establishing the amount of the performance bond and for comparison of bids.

The above delivery dates and times are to be filled in by the bidder before submitting his proposal.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the work will be substantially complete on or before date specified in 5.01 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after date specified in 5.01.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Affidavit of Non-Collusion

B. Bidder's Qualifications

C. List of Proposed Major Suppliers

D. List of Project References

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 If the Bidder is a Corporation:

Corporation Name: POWERCON CORPORATION

State of Incorporation: MARYLAND

Type: GENERAL BUSINESS
(General Business, Professional, Service, Other)

Signature: [signature]
(Signature – attach evidence of authority to sign)

Name: JOHN SALZMANN

Title: MARKETING MANAGER
(Corporate Seal)

Attest: _____
(Signature of Corporate Secretary)

Business Address: 1551 FLORIDA AVENUE
SEVERN, MD 21144

Phone: 443-603-3739

Email Address: j.salzmann@powerconcorp.com

9.02 If the Bidder is a Limited Liability Company (LLC):

LLC Name: _____

State in which organized: _____

Signature: _____

(Signature – attach evidence of authority to sign)

Name: _____

Title: _____

Business Address: _____

_____

_____

Phone: _____

Email: _____

END OF SECTION

Powercon Corp
SEVERN MD

BALTIMORE 410-551-6500
WASHINGTON 202-621-7400
http://www.powerconcorp.com

1551 FLORIDA AVENUE
P.O. BOX 477
SEVERN, MARYLAND 21144

November 1, 2023

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866

Bid Package – Prospect Substation Upgrades
2183 K001
Re: Powercon Quotation 8938

We are pleased to offer our proposal for the following:

ITEM 1

1 ea. **Outdoor Powercontrol Complex** per Specifications 2183 K001 dated September, 2023.

Approx. 41'L x 20'W - #11GA exterior walls and #16GA steel interior walls, with R-21 insulation on the walls, and R-40 insulation on the roof and base– paint interior aisle white, exterior ANSI # 70 light gray **shipped in (4) sections** and equipped as follows:

- two (2) 42" x 84" Personnel Door, panic hardware & door sensor switch;
- one (1) Breaker Test Cabinet ;
- one (1) lot of LED Interior Lights and two 3-way Light Switches;
- two (2) LED Exterior lights, one over each entrance door;
- two (2) "Exit" Lights;
- two (2) DC emergency lights;
- two (2) Fire Extinguishers (32);
- two (2) Smoke detectors (7);
- two (2) Bard type The Wall-Mount HVAC units (10);
- two (2) AC heat pump disconnect switch (9);
- one (1) Heat pump controller (thermostat) (12);
- two (2) Ceiling Mount Electric Heater (35);
- one (1) Exhaust fan with rain hood (24);
- one (1) Filtered ventilation intake (15) ;
- one (1) (60) Enersys 4 OPzS 200 batteries (36OPZS-4, FIN, SAN, CW (25);
- one (1) AM11T2SCFC2BP-144 rack for 60 jars, 144"Lx33.15"Wx32.12"H (25);
- fifty-eight (58) EG0-SPCR08-12-39 required spacers;
- one (1) ATEV1130025EMT1SS1XXXXXXX1 1 ph, 130V, 25A charger (22);
- one (1) Hydrogen Gas Detector (23);
- one (1) Eyewash station with 32-oz bottle of saline solution (19);
- two (2) 125V DC Panelboard (21);
- one (1) 120/240V AC Panelboard (20);
- one (1) Communication Fiber Panel (36);
- one (1) Fiber Entrance Cabinet (34);

- one (1) Floor Mounting Term cabinet (16);
- one (1) Automatic Transfer Switch (37);
- one (1) Notifier SFP-2402 Fire alarm Control Panel (8);
- one (1) Exterior cable entrance assy, w/ adj extension to vault (30,31);
- one (1) lot of receptacles;
- one (1) lot of wireways & cable trays;
- one (1) lot of misc. (comm. cables, terminal blocks, etc.);

1 ea. Metal-Clad Switchgear Assembly

Indoor 15kV, 95kV BIL, 40kA short circuit current, 2000A Lexan insulated copper main bus, consisting of (13) vertical sections approx. 39 ft. L x 8 ft. D in a walk-in enclosure, equipped as follows:

Unit 1 – "Auxiliary" Section
Unit 2– "2000A Main Transformer" Section
Unit 3 – "1200A Feeder Breaker" Section
Unit 4 – "1200A Feeder Breaker" Section
Unit 5 – "1200A Feeder Breaker" Section
Unit 6 – "1200A Feeder Breaker" Section
Unit 7 - "2000A Tie Breaker" Section
Unit 8 - "1200A Feeder Breaker w/CPT/Fuse" Section
Unit 9 – "1200A Feeder Breaker" Section
Unit 10 - 1200A Feeder Breaker" Section
Unit 11 – "1200A Feeder Breaker" Section
Unit 12 – "2000A Main Transformer" Section
Unit 13 - "Auxiliary" Section

Auxiliary Section (Units 1 & 13)
three (3) VIZ-11 PT 7525A68G06;
one (1) Powercon PT Trunnion;
one (1) 0587Z0X325312XX (587Z#0102);
one (1) ESCO 7808D;
four (4) FT-19 Test Switch;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

2000A Main Transformer Section (Units 2 & 12)
one (1) Eaton 150VCP-W40 15kV, 2000A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 2000A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
twelve (12) 2000/5 SCV CT 7525A38G03;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) 0735LX20944EXXXXXX16201CX (735#0401);
one (1) ESCO 2457D;
one (1) ESCO 8845DB;
one (1) ESCO 9203DD;
one (1) ESCO 24203B;
two (2) FT-19 Test Switch;
one (1) FT-1 Test Switch;
one (1) LTC Tap Indicator INCON 1250B-4-I-M-120;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

Feeder (Units 3,4,5,6,9,10,11)
one (1) Eaton 150VCP-W40 15kV, 1200A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 1200A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
three (3) 2000/5 SCV CT 7525A38G03;
three (3) 1200/5 SCV CT 7525A38G02;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) ESCO 2457D;
one (1) ESCO 9223DE ;
one (1) FT-19 Test Switch;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

Tie (Unit 7)
one (1) Eaton 150VCP-W40 15kV, 2000A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 2000A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
twelve (12) 1200/5 SCV CT 7525A38G02;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) ESCO 2457D;
one (1) ESCO 9223DE ;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

Feeder w CPT fuse (Unit 8)
one (1) Eaton 150VCP-W40 15kV, 1200A, 40kA, 5-cycle Circuit Breaker;
one (1) Eaton type 1200A Cell kit;
one (1) Roll-on-the-floor wheel kit (direct roll-in);
one (1) Auxiliary Switch MOC;
one (1) Auxiliary Switch TOC;
three (3) 2000/5 SCV CT 7525A38G03;
three (3) 1200/5 SCV CT 7525A38G02;
one (1) Powercon Fuse Trunnion;
one (1) 75KVA Control Power Transformer ;
one (1) Molded Case Circuit Breaker Disconnect ;
one (1) Mechnical Interlock ;
one (1) 751401A1A1A7085A210 (751#HGBL) ;
one (1) ESCO 2457D;
one (1) ESCO 9223DE ;
one (1) FT-19 Test Switch;
one (1) Hubbell HBL2411 Breaker Operation Plug;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, nameplates, etc.).;

COMMS/Fiber Panel
one (1) 24070003B;
one (1) 3530#9GFJ;
one (1) 91610054 Touch Screen Monitor/Display Kit;
one (1) 91610049 Keyboard Kit;
one (1) 3355#HNF4 Computer;
one (1) 2242R1X0 ;

one (1) 224311X0;
four (4) 22442424X0;
one (1) 22443131X0 ;
one (1) 2730M0ARAX1112AAAAX0 Ethernet Switch (2730M#8C6M);
one (1) Wilmore 1766-130-120-60-U DC-AC Converter;
one (1) Corning Fiber Connector Housing CCH-02U ;
four (4) CorningFiber Cassette CCH-CS12-A9-POORE ;
eleven (11) Breaker Operation Plug Hubbell HBL2411 ;
one (1) lot of filler plates;
one (1) lot of miscellaneous (terminal blocks, control fuses, comm. cables, etc.)

ACCESSORIES
three (3) 2457D;
three (3) ET-16 red indicating Light;
three (3) ET-16 Green indicating light;
zero (0) Lift truck (N/A Direct roll out);
zero (0) Lift yoke (N/A Direct roll out) ;
two (2) Charging Handles;
zero (0) Extension Rails (N/A Direct roll out)
two (2) Racking Cranks;
one (1) Spare Breaker 150-VCP-W40, 2000A;
one (1) Spare Breaker Charging Motor;
one (1) Miscellaneous;

Installation Services

(1) Lot Powercon field services to offload, reassemble shipping splits and shipped loose appurtenances, connect all power and control conductors internal to the building across shipping splits, verify proper operation of mechanical interlocks on breaker cells, proper alignment of the breaker with the cell, proper alignment of the PT and fuse trunnions. Installation services do not include commissioning services.

ITEM 1 Lot Net Price (TOTAL BID): .....$1,738,115 *

Comments

Specification 16352

Para. 1.2.A – Powercon constructs the proposed PDC in accordance with IBC specifications. Exception is taken to any state, local or municipal codes that may apply.
Para. 2.2.B.1 – Powercon roof panel construction is detailed in the attached "CONSDTL Model (1).pdf" drawing. Exception is taken to standing seam roof panels.
Para. 2.2.G.4.c –Exception is taken to "soft starting system for motor loads".
Para. 2.2.I.3 & J.3 – Exception is taken to 72 circuit panels. Powercon is quoting 42 circuit panels.
Para. 2.2.M – These "optional accessories" are not all reflected in the plan view, and since listed, are only provided as listed in the proposal. This proposed list of materials is all that is included in this offer, regardless of specification variations.
Para. 3.1.A..3 - Exception is taken to travel reimbursement under any circumstances.
Para. 3.2.B.1.b. – Exception is taken to Illinois Department of Labor wage laws. Powercon is a non-union facility and will be compensating employees at the Powercon rate of pay.
Para. 3.2.B.1.c – It is the responsibility of the purchaser to provide access to the substation site by over the road trucks with low ground clearance and necessarily long trailers.
Para. 3.2.C.1 – Powercon has provided offloading and reassembly as part of the quoted price. This is based on utilization of a crane with free access to lifting and a 25' radius. Should any site

restrictions prohibit the use of this method, an evaluation of the alternate lifting method and cost would be required.

General

. * **This proposal price is subject to adjustment by the Bureau of Labor Statistics Series ID: PCU335313335313 "PPI Industry Data for Switchgear and switchboard apparatus manufacturing, not seasonally adjusted". The price will be adjusted by the factor obtained in the following calculation.**

1+ {"ending index value" – "starting index value"/" starting index value"}

Preliminary data shall be used for the start and end index values. The start index value shall be based on available data on the date of the quotation. The end date index value shall be based on available data at the ship date. The value for the start date for this quotation is the September 2023 value which is 301.577 . Progress payments are based on the quoted value, any adjustments will be calculated on the final payment.

This proposal is based on the following progress payment schedule:

10% of contract amount upon first approval submittal
35% of contract amount upon final approval and release to manufacturing
25% of contract amount upon start of final assembly (established as 8 weeks prior to shipdate)
25% of contract amount upon delivery to jobsite
Final 5% of contract amount upon completion of installation N.T.E. 60 days from shipment date.

Delivery is FOB Destination, freight prepaid and included in the quoted price. Alllow 8 weeks for approval drawings after receipt of complete order information. Drawings are requested to be returned in 2 weeks, typically submitted as "approved as noted" Powercon is quoting Q42025 shipment for orders currently being entered.

Any orders resulting from this quotation are subject to acceptance by Powercon Corporation at its office in Severn, MD, and are **subject to Powercon Corporation General Terms and Conditions of Sale, copy attached.** Exception is taken to the provided terms and conditions. Powercon would welcome the opportunity to reach mutually agreeable terms should our proposal be of interest to the Village of Rantoul. Thank you for the opportunity to submit our proposal.

Please feel free to contact me if you have any questions.

Sincerely,

John Salzmann
Strategic Marketing Manager
Powercon Corporation
1551 Florida Avenue
Severn, MD 21144
(443) 603-3739
j.salzmann@powerconcorp.com
www.powerconcorp.com

CC: Annette Mason – Delstar

Powercon Corp
SEVERN MD

GENERAL TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sales set forth herein, and Supplements which may be attached hereto constitute the full and final expressions of the contract for equipment or services as described in the quotation (hereinafter referred to as Equipment) between Powercon Corporation (hereinafter referred to as Seller) and the Buyer and supersedes all prior quotations, purchase orders, correspondence or communications where written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order or other acceptance Buyer shall be bound by these Terms and Conditions of Sales when it returns its purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Equipment.

ACCEPTANCE OF THE CONTRACT IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALES STATED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER

No contract shall exist except as herein provided. No statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an officer or other authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall apply.

1. Orders

All orders are subject to acceptance by an authorized representative at Corporate Headquarters, Severn, Maryland.

2. Warranty

Powercon warrants that the equipment delivered by it will be of the kind and quality described in the order or contract and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within one year after date of shipment, Powercon shall, upon prompt notification thereof and substantiation that the equipment has been stored, installed, operated and maintained in accordance with Powercon recommendations and standard industry practice, correct such nonconformities, at its option, either by repairing any defective part or parts or by supplying a repaired or replacement part or parts F.O.B. factory. However, if Powercon has installed the equipment or furnished field services with respect to its installation, and provided such installation has not been delayed by the Buyer, said one year shall run from the completion of the installation. The total warranty period shall not exceed 18 months from the date of shipment in any case.

In no event shall Powercon be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Powercon to perform its warranty obligations, or transportation costs to and from the Powercon factory or repair facility. The conditions of any tests shall be mutually agreed upon and Powercon shall be notified of, and may be present at, all tests that may be made.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

The remedies provided above are the Buyer's sole remedies for any failure of Powercon to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Powercon whether the claims of the Buyer are based in contract, in tort (including negligence) or other wise with respect to or arising out of the equipment furnished hereunder.

3. Patents

(a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose specified for said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Sellers for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or parts specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any

such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

4. Limitations of Liability and Indemnities

(a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, indirect, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfer title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided under section entitled, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall Seller's liability to Buyer for any loss or damage, arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Section entitled, "Warranty".

(d) If Seller furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

5. Penalty or Liquidated Damages

Contracts which include Penalty or Liquidated Damage clauses for failure to meet shipping promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an officer of Powercon at its headquarters office.

6. Disclosure of Information

Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized representative of Seller.

7. Taxes

In addition to any price specified herein, Buyer shall direct pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. Modification, Cancellation, or Deferment by Buyer

Orders or purchase contracts may be modified or canceled, and scheduled shipments may be deferred, only upon Buyer's prior written notice and upon confirmation by Seller's revised acknowledgment and upon terms, satisfactory to Seller, which compensate Seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than 15 days after receipt of such notice. For assembled equipment the cancellation charges will be based on a percentage of the Contract Price in the following percentages upon completion of the associated milestones: 15% upon the transmittal of drawings for approval; 50% upon approval and release for manufacture by the Buyer; 75% upon the start of final assembly; 100% upon the start of factory final Test and QC. Deferment beyond 18 months from the date of the Purchase Order will subject the order to escalation in the order of 1% per month.

9. Drawing Approval

Drawing approval assures the Buyer that Powercon has designed the product as described and detailed in the Buyer's specification and Seller's quotation. If at drawing approval, Powercon has failed to design the product in line with the agreed upon Buyer's specification and quotation, Powercon will make the appropriate changes at no charge to Buyer. Where Buyer's specifications are not definitive, Powercon will provide a detailed quotation of it's understanding of the buyer's requirements and reserves the right to design the product in line with, in Powercon's judgement, their detailed quotation and good commercial practice. If at drawing approval, the Buyer makes changes outside of the design as covered in his specifications and Powercon's quotation, Powercon will then be reimbursed reasonable charges and allowed a commensurate delay in shipping date based on the changes involved.

10. Compliance With Nuclear Regulations

Seller's equipment is sold as Commercial Grade equipment not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes, under 10CFR21, unless otherwise specified in writing by an authorized representative of Seller at the plant of manufacture or by a Division Product Marketing Representative.

11. Delivery, Title and Risk of Loss

Delivery dates are approximate, subject to prior sale, and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B., point of shipment to Buyer. When equipment is placed in storage at Buyers request, title and risk of loss will transfer at time of shipment from the factory and Buyer agrees to honor an invoice dated from the time the equipment is completed and prepared for storage.

12. Excusable Delays

Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike, or other Labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

13. Payments and Financial Condition

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without offset as shipments are made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

14. Terms of Payment

Standard terms are net within 30 days from date of invoice. Standard terms of payment for U. S. Government purchases for delivery within the continental United States are payment upon receipt of invoice.

15. Accelerated or Delayed Payments

There will be no reduction in price for payments more favorable to Powercon than the standard terms.

If payments are not made in conformance with the standard terms, the quoted price shall, without prejudice to the right of Powercon to immediate payment, be increased by an amount equal to the lesser of 1-1/2 percent per month or fraction thereof on the unpaid balance or the highest legal rate.

16. Prices

All published prices and discounts are subject to change without notice. Written quotations expire thirty (30) calendar days from the date of quotation unless withdrawn sooner. Verbal quotations expire twenty four (24) hours after they are made. Seller assumes no liability for import duties or other taxes imposed by any foreign country.

17. Minimum Billing

Orders amounting to less than $500.00 net sell will be billed at $500.00.

18. Shipment and Risk of Loss

All shipments are F.O.B. the place of shipment. Risk of loss or damage to the Equipment shall pass to Buyer at the F.O.B. point unless the Seller specifically, in writing, agrees otherwise.

19. Packaging

Seller's price includes the cost of standard packaging for shipment in the United States (except Alaska or Hawaii) or to the nearest border location within the United States for shipments to the Dominion of Canada. Additional charges may be imposed for special domestic or overseas packaging or special marking performed at Buyer's request and agreed to by Seller. The cost of such items are determinable only upon completion, and will appear as a separate item on Seller's invoice.

20. Returns

(a) Authorizations and Conditions

Authorization for return of any equipment, including warranty items, must be obtained from Powercon Corporation in the form of written return authorization papers. Equipment not so identified will be returned to the Buyer at Buyer's expense. Return of Equipment for credit will be authorized by Seller and delivery accepted only if the following conditions are met or the exceptions of paragraphs (b) and (c) apply:

Equipment is unused, undamaged, of current design and has been invoiced by Seller, to the Buyer requesting the return, not more than one year prior to the date of return, or the product date code must indicate that it has been less than 2 years since the date of manufacture.

All returns must be received at the appropriate factory within 45 days of the date of the authorization.

(b) Warranty of Seller's Error

Full credit will be issued for all returned material, authorized in advance, which has been accepted under warranty or returned as a result of Seller shipping incorrect material or quantities. In the case of the Seller's error, return must be requested within 30 days of the date of the invoice covering the original shipment. Credit will be issued on return of material with transportation charges paid by the Buyer.

(c) Repair of Material

Return of equipment for repair may be authorized by Seller. Arrangements for such return must be made prior to the actual return to determine repairability, procedures, and pricing.

21. Weights and Dimensions

Published weights are actual or are careful estimates, but are not guaranteed. The dimensions in catalogs are normally accurate but are not to be used for construction.

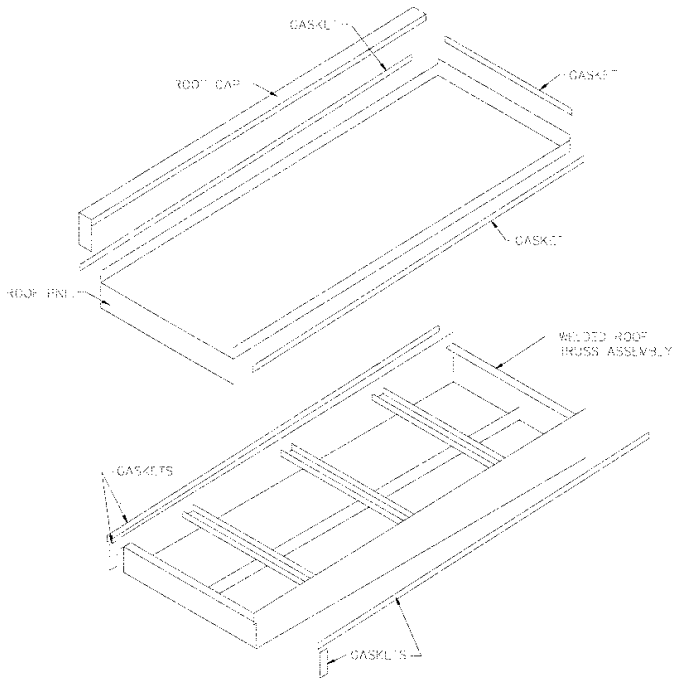
22. Waiver

The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms or conditions of this contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right thereunder and shall not affect the Seller's right to insist on strict performance and compliance with regard to any unexcused portions of this contract or future performance of these terms and conditions.

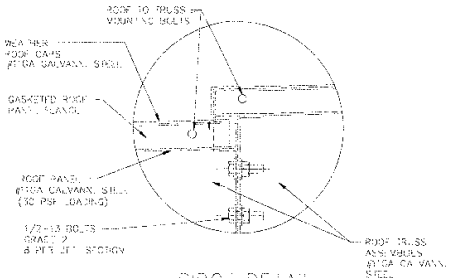
23. Venue for Legal Action

These Terms and Conditions of Sale shall be governed and construed in accordance with the Laws of the State of Maryland. Venue for any legal action shall lie exclusively in the appropriate State or Federal Courts in and for the State of Maryland. All Legal fees shall be paid by the losing Party. All UN or International Laws or conventions are specifically excluded from any interpretation or application of these Terms and Conditions of Sale.

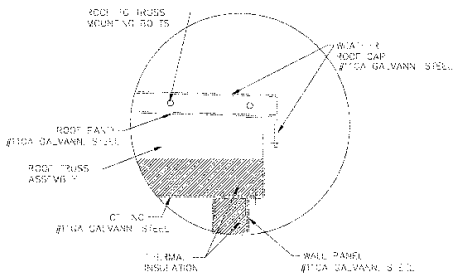
(Revised 4/26/18)



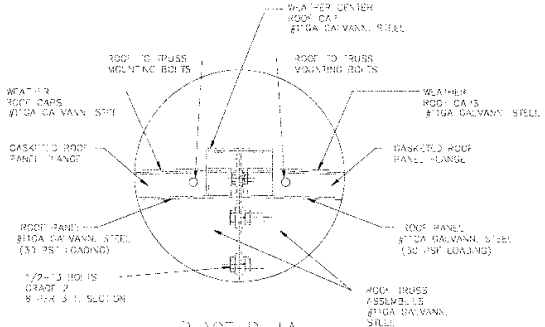
TYPICAL ROOF & TRUSS ASSEMBLY
EXPLODED VIEW



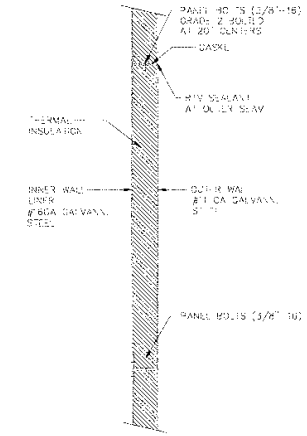
RIDGE DETAIL
FOR ENCLOSURES OVER 18' WIDE



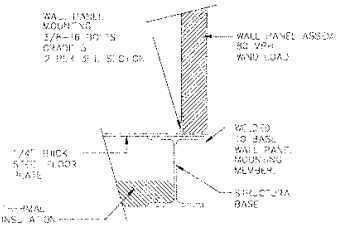
ROOF & TRUSS ASSEMBLY TO WALL
CONNECTION DETAIL



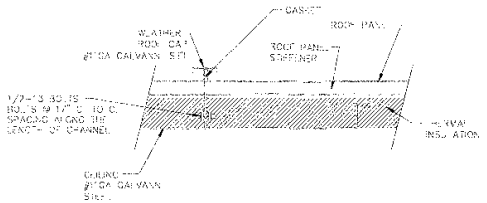
ROOF DETAIL
FOR ENCLOSURES 18' OR LESS WIDE



TYPICAL WALL PLAN SECTION



WALL TO BASE MOUNTING DETAIL



TYPICAL ROOF & TRUSS ASSEMBLY
CROSS SECTION

Powercon Corporation
WEB SITE: http://www.powerconcorp.com
TITLE: TYPICAL CONSTRUCTION DETAILS FOR OUTDOOR INSULATED POWER CENTERS, COMPTEK
STATION:
LOCATION:

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

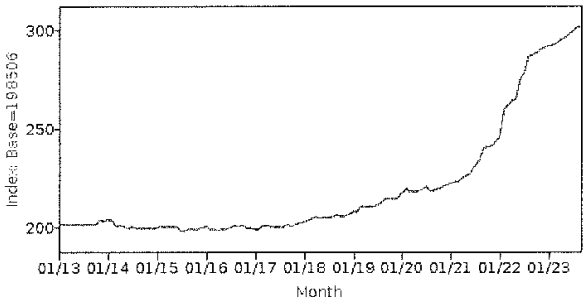
Change Output Options: From: 2013 To: 2023

include graphs include annual averages More Formatting Options

Data extracted on: November 1, 2023 (2:05:02 PM)

PPI Industry Data

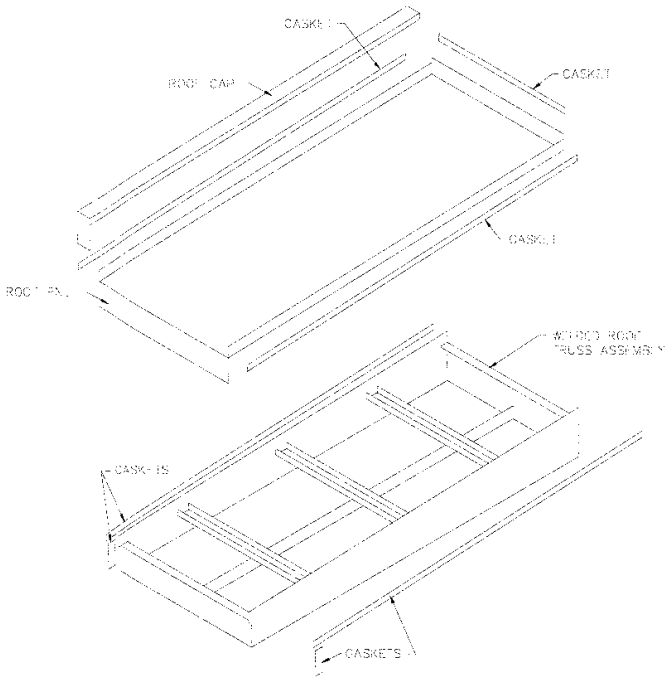
Series Id: PCU335313335313
Series Title: PPI industry data for Switchgear and switchboard apparatus mfg, not seasonally adjusted
Industry: Switchgear and switchboard apparatus mfg
Product: Switchgear and switchboard apparatus mfg
Base Date: 198506



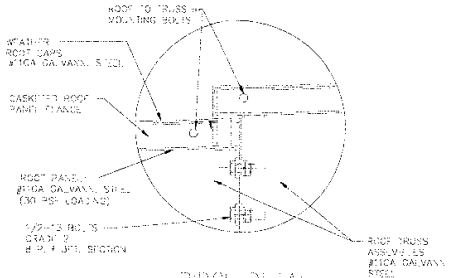
Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	201.2	201.2	201.2	201.2	201.2	201.2	201.2	201.1	201.1	201.4	203.1	203.1
2014	203.5	203.7	200.1	200.7	200.0	199.1	199.9	199.4	199.4	199.5	199.5	199.5
2015	199.5	199.9	199.9	199.9	199.9	200.1	198.0	198.4	199.2	198.7	198.9	199.5
2016	199.9	198.7	198.9	198.5	199.2	199.1	199.8	201.0	200.3	200.6	199.4	199.6
2017	198.9	199.0	200.7	200.5	200.3	200.4	200.3	200.3	201.2	200.4	201.4	201.7
2018	202.5	203.0	204.5	204.7	204.4	204.8	205.1	205.1	205.9	205.3	205.6	206.2
2019	208.2	208.2	210.1	210.1	210.2	210.3	211.1	212.1	214.7	214.8	214.8	214.8
2020	217.2	219.6	218.4	218.4	218.4	218.9	220.6	218.4	218.8	219.3	220.4	221.1
2021	221.5	222.9	223.0	225.4	226.2	227.1	231.543	233.567	239.981	240.407	241.329	243.468
2022	245.192	259.861	261.389	263.099	265.093	274.339	278.180	286.466	287.291	288.057	289.627	291.176
2023	291.764	292.058	292.638	294.956	295.637	297.963(P)	299.282(P)	301.054(P)	301.577(P)			

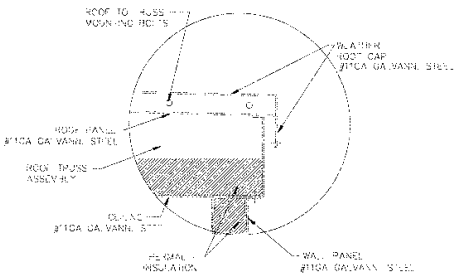
P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.



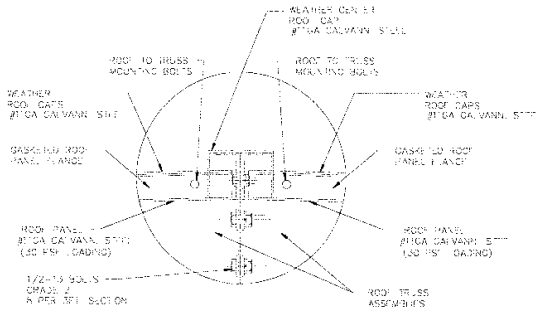
TYPICAL ROOF & TRUSS ASSEMBLY
EXPLODED VIEW



RIDGE DETAIL
FOR ENCLOSURES OVER 18' WIDE



ROOF & TRUSS ASSEMBLY TO WALL
CONNECTION DETAIL



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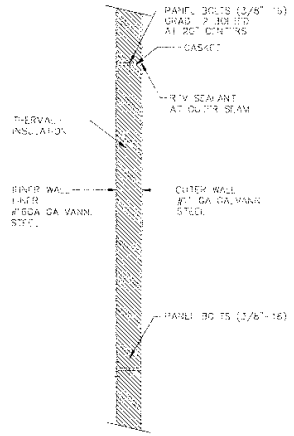
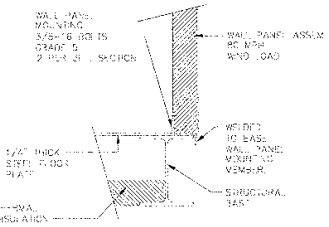
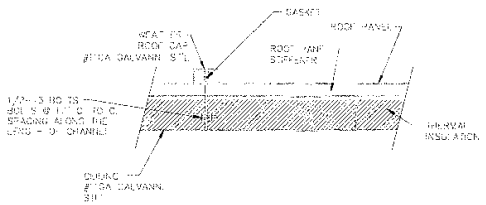
FOR ENCLOSURES 18' OR LESS WIDE



TYPICAL WALL PLAN SECTION



WALL TO BASE MOUNTING DETAIL



TYPICAL ROOF & TRUSS ASSEMBLY
CROSS SECTION

PowerCom Corp.
WEB SITE: http://www.powercomcorp.com
TITLE: TYPICAL CONSTRUCTION DETAILS FOR SOLDOOR INSULATED POWER CENTRE COVERING
STATION
LOCATION

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

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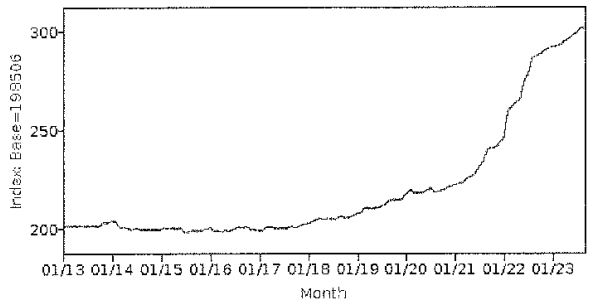

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2017	198.9	199.0	200.7	200.5	200.3	200.4	200.3	200.3	201.2	200.4	201.4	201.7
2018	202.5	203.0	204.5	204.7	204.4	204.8	205.1	205.1	205.9	205.3	205.6	206.2
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P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001
Telephone:1-202-691-5200_ Telecommunications Relay Service:7-1-1_ www.bls.gov Contact Us

Omaha Power Center
Electrical Sector
3900 Dahlman Avenue
Omaha, NE 68107
Ph: 402-734-3900

November 2nd, 2023

The Village of Rantoul, Champaign County, Illinois
333 South Tanner St.
Rantoul, IL 61866
Attn: Mr. Charles Smith

Subject: Prospect Substation
15KV Outdoor Metal-Clad Switchgear Power Center
OPC Quote # 10960

Dear Mr. Charles Smith:

Eaton's Omaha Power Center is pleased to present our proposal for 15kV Outdoor Metal-Clad Switchgear. This proposal is based on our interpretation of Specification No. 2183 K001 and drawings provided with the RFQ and is offered per the bill material and drawing attached.

Bid Item	Qty	Description	PRICE
1	1	15kV Outdoor Metal-Clad Switchgear consisting of One (1) Auxilary unit, One (1) 75KVA CPT unit with fuse, Two (2) 2000A Main Breaker units with PT's, One (1) 2000A Bus Tie unit, Eight (8) 1200A Feeder Breaker units, Fiber Entrance Cabinet, Termination Cabinet, Communicaion Cabinet, SCADA Cabinet and a 150AH 125VDC Lead Ascid Battery System.	$ 3,283,992
2	1	Full Install; 4 field technicians for 7, 12-hour days with living expenses.	$ 342,673
3	1	Freight: FOB Destination Job Site in Village of Rantoul, Illinois.	$ 414,983

This material will be designed, manufactured and tested in our Omaha, Nebraska factory, utilizing our operational labor force. Production tests are per ANSI Standards C37.20.2; circuit breakers will be used to perform a functional test of all control circuits.

Our proposal does not include the following items:

1. Sales or use tax.
2. Anchoring to the Owners foundation is not included.
3. Field testing and commissioning of the equipment.
4. System coordination study, third party testing, or relay downloading, setting, programming or calibration.
5. Power cable and ground terminal connectors or terminators.

6. Witness testing; if witness testing is required please add $2,500.00 per day to the above proposal price. This does not include travel expenses for customer/representative; those costs to be borne by customer/representative.

Comments and Clarifications:

1. Eaton Corporation's Selling Policy 25-000 terms and conditions shall apply to its bid (see attached). Any additional or different terms proposed by customer whether on its purchase order or any other document shall not be binding on Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation reserves the right to review and negotiate all proposed terms and conditions not in agreement with the above-stated Eaton Corporation terms and conditions prior to acceptance of any order or entering into any contract.
2. This bid contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton Corporation.
3. Please see attached TD02104001E brochure for the standard construction features that have been included.
4. Suitable access roads and job site conditions that are capable of supporting the weight and overall size of each switchgear shipment, including necessary turn radius, are to be provide by customer or additional charges may apply.
5. With Eaton breakers we offer Integral Racking Mechanism. If these are required, please add $4,500 per breaker.
6. Whenever a switching device is opened or closed, the potential exist for interaction of the power system elements, loads, and the switching device which can produce high frequency voltage transients in the system. Due to the wide range of applications and variety of ratings used for different elements in the power systems, a given circuit may or may not require surge protection. Therefore, Eaton does not include surge protection as standard with its metal-clad or metal-enclosed medium voltage switchgear. The user exercises the options as to the type and extent of the surge protection necessary depending on the individual circuit characteristics and cost considerations. Refer to Eaton's surge protection recommendations given in the latest edition of Eaton's Consulting Application Guide.
7. For all applications where a MV circuit breaker is close-coupled to or within 200 feet of the primary side of a power transformer, Eaton strongly recommends that the transformer be protected against high magnitude and high frequency oscillatory voltage transients induced by transformer, circuit breaker, and system interaction. Eaton also strongly recommends surge protection for the transformer, if the transformer's basic impulse level (BIL rating) is less than the BIL rating of the switchgear to which it is connected. The recommended surge protection device configuration is a surge arrester in parallel with RC snubber, or a surge arrester in parallel with a transient surge protection device, such as Protec Z. For optimum protection, surge protection devices selected should be located and connected at the transformer primary terminals. It can also be located inside the switchgear and connected on the transformer side of the primary circuit breaker when the transformer and the circuit breakers are close-coupled. Contact Eaton for price adder if the said surge protection is to be installed and located within the switchgear.
8. In certain power system configurations, Voltage Transformers (VTs) and Control Power Transformers (CPTs) installed inside the switchgear are susceptible to: a) voltage transients induced by opening and closing of upstream switching devices, b) low frequency ferro-resonance when de-energizing long power cables connected to those transformers, c) classical ferro-resonance due to single-phase switching or energization of certain VT configurations, and d) internal resonance where the natural frequency of the primary windings can under some circumstances be excited to resonate by the switching frequency. Please note that Eaton does not provide surge protection for VTs and CPTs as standard. Eaton recommends performing a power system switching transient study to determine need for specific surge protection (surge arrester, RC snubber, damping resistor, and other solution) for given power system components.

9. Eaton's Power System Engineering group can perform the switching transient study using the Electromagnetic Transients Program (EMTP) to determine the transient response, and properly select and rate the transient mitigation equipment. The switching transient study can simulate in EMTP the various transient concerns described above including primary switching of transformers, arc-furnace transformer switching, motor and generator switching, generator breaker transient recovery voltage (TRV) evaluation, capacitor isolated switching and back-to-back switching, switching of shunt reactors and series current limiting reactors as well as transients associated with RVAT contactor switching. VTs and CPTs require a special focus of transient studies involving ETMTP simulation of switching, ferro-resonance and internal resonance. Through the EMTP study, the surge capacitor and resistor components of the RC snubber are precisely selected for each application, to match the electrical system surge impedance and to provide superior transient suppression. The EMTP study also provides the recommendation for the best location of the snubber assembly to protect the transformer, generator, or motor. When appropriate for all systems under study, but especially in the case of VTs and CPTs, the EMTP study will recommend additional forms of surge protection, mitigation techniques and/or alternative equipment ratings and configurations. Contact Eaton if switching transients study is desired.
10. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.
11. Estimated delivery schedules are based on receipt of order with complete project specific information/drawings and factory load availability. Final delivery schedule will be made A.R.A.D. (After Release of Approved Drawings)
12. Eaton's OPC warrants all goods manufactured to be free from defects in material and workmanship at the time of shipment from our factory for a period eighteen (18) months from date of shipment or twelve (12) months from date of energization, whichever comes first. Warranty will require that equipment has been installed, operated and maintained with Eaton's recommendations and standard practice.

PAYMENT TERMS:	100%, net 30 days
DRAWING:	18-20 weeks A.R.O.
FREIGHT:	Prepaid and Allowed
FOB:	Destination
PRICE VALIDITY:	Bid prices are valid for 30 days, anything over 30 days please consult the factory
DELIVERY:	Q3 2027

Thank you for the opportunity to present our proposal. Please contact Deanna Conte at 402-609-4754 if additional information or clarification is required. We would appreciate the opportunity to review our proposal with you.

Sincerely,

Deanna Conte
Sales Support Manager
Omaha Power Center

Evans, Lipka & Associates, Inc.
1920 SW 6th Street, Suite B
Lincoln, Nebraska 68522
Ph. (402) 435-8282 • Fax (402) 435-8288
www.evans-lipka.com

of anything of value likely to influence the action of a public official in the bidding process.

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels.

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents including **Allowance No. 1**, as stipulated in the below documents for required scope changes for the following price(s):

Lump Sum Bid Price: $ 4,041,648

SCHEDULE GUARANTEES

Drawing Submittal:	18-20 weeks	Calendar days from ARO
Assembly Complete:	Q3 2027	Calendar days from ARO
Factory Testing Complete:	Q3 2027	Calendar days from ARO
Delivery; Shall be Received by:	Q3 2027	

EQUIPMENT DETAILS

Manufacturer:	Eaton's Omaha Power Center	
Total Weight:	101,350	lbs.

5.02 **Allowances**

A. General

Powering Business Worldwide

Eaton - Omaha Power Center

For: PROSPECT

Quote Number Equal To 010960

Estimated Order Material List

Order No.	Part Number	Job Description	Quantity
010960	10006001003	VILLAGE OF RANTOUL, IL PROSPECT SUB 15KV	

Qty.	Component	Part Description	Manufacturer
1	10006001003	OUTDOOR SWITCHGEAR	OMAHA POWER CENTER
9	5A05425G64 V1	VCB,VCPW,15KV,1200A,40KA,W/ ROF,V1	EATON CORPORATION
4	4A05405G66 V1	VCB,VCPW,15KV,2000A,40KA,W/ ROF,V1	EATON CORPORATION
8	1C19907G213	CP,VCPW,ROF,15KV,1200A,41KA,EPOXY	EATON CORPORATION
3	1C19907G223	CP,VCPW,ROF,15KV,2000A,41KA,EPOXY	EATON CORPORATION
11	1C20007G12	MOC,VCPW,5/15KV,5A/5B,TEST/CON	EATON CORPORATION
11	1C20006G12	TOC,VCPW,5/15KV,5A/5B, BPI PAN	EATON CORPORATION
11	1C19620H01	BOARD,CONTROLLER,MOTOR,MR2	EATON CORPORATION
1	1C19848G02	PENDANT MR2 FOR INTEGRAL RACKING	EATON CORPORATION
48	21101021035	CT,104MR,600V,1200/5MR,C400	AMRAN
36	21101021050	CT,354MR,2000/5MR,10KV BIL,C200	AMRAN
1	21001013041	CPT,8320V,120/240V,75KVA,95KV,2TAP	AFP TRANSFORMERS LLC
1	20203048022	KIT,FUSE CELL/TRUCK,15KV,36IN WIDE	EATON CORPORATION
1	20603037001	FU,CUR LIMIT,CLPT,15.5KV,50KA,10E	EATON CORPORATION
1	20601006002	BASE,FUSE,BOTTOM,200A,W/TRIP,VERSA	ABB INC
6	21204058029	PT,JVM5AC,8400/120V,1FU,110KV BIL	GENERAL ELECTRIC COMPANY
2	20203048013	KIT,PT DRAWER,15KV,36IN WIDE	EATON CORPORATION
6	20504037002	FU,CUR LIMIT,PT,9F60,8.25KV,80KA,1E	GENERAL ELECTRIC COMPANY
39	20504075005	SA,STA,10KV,8.4KV MCOV,POLYMER	HUBBELL/OHIO BRASS
2	22007063491	RLY,HI IMP DIFF,7635	SCHWEITZER ENGINEERING LABS
2	22003063121	RLY,LO,125VDC,8 DECK,COIL D	ELECTROSWITCH CORP
38	23001084153	TS,10P,0C/10P,BACK CONN,CLR COVER	ABB INC
15	23001084151	TS,FT14,14P,8C/6P,BLK HNDL/CVR,SCR	ABB INC
12	23001084141	TS,FT14,14P,8C/6P,RED/BLK HNDL,STUD	ABB INC
11	22007063422	RLY,FEEDER PROT,9980	SCHWEITZER ENGINEERING LABS

Eaton - Omaha Power Center

For: PROSPECT

Quote Number Equal To 010960

Estimated Order Material List

Order No.	Part Number	Job Description	Quantity
010960	10006001003	VILLAGE OF RANTOUL, IL PROSPECT SUB 15KV	

Qty.	Component	Part Description	Manufacturer
2	22007063341	METER,REV,FORM 9,1715	SCHWEITZER ENGINEERING LABS
11	23003013035	CS,BKR,5DECK,3POSN,P/G HNDL	ELECTROSWITCH CORP
2	23003013089	CSR,BKR,4DECK,P/G HNDL,125VDC,1SEC	ELECTROSWITCH CORP
2	22003063086	RLY,LATCH SW,125VDC,3 DECK,P/G	ELECTROSWITCH CORP
2	23003013094	CS,3DECK,2POS,30A/600V,OVAL HNDL	ELECTROSWITCH CORP
2	24005045003	IND,ROTARY POS,4-20MA,INPUT ISO	INCON
9	22003063207	RLY,TAGGING,48VDC,3DECK,2POS,P/G	ELECTROSWITCH CORP
1	24007013011	CLOCK,SATELLITE SYNC,SEL-2407,2384	SCHWEITZER ENGINEERING LABS
1	22007063854	RTAC,48/125VDC,120VAC,5283	SCHWEITZER ENGINEERING LABS
1	24007053310	MONITOR,LCD,19IN,TOUCH,RACK MNT	SCHWEITZER ENGINEERING LABS
1	24006048000	KEYBOARD,CMPCT,W/TOUCH,19IN,125VDC	RACKMOUNT
1	24007013216	COMPUTER,RACK MNT,WINDOWS 10,3355	SCHWEITZER ENGINEERING LABS
1	24007063001	BACKPLANE/CHASSIS,I/O,SEL-2240,2210	SCHWEITZER ENGINEERING LABS
1	24007013250	COUPLER,PWR,2049	SCHWEITZER ENGINEERING LABS
4	22007053001	MODULE,INPUT,DIGITAL,3114	SCHWEITZER ENGINEERING LABS
1	22007053003	MODULE,OUTPUT,DIGITAL,3084	SCHWEITZER ENGINEERING LABS
1	22007053004	MODULE,ANALOG,DIGITAL,4004	SCHWEITZER ENGINEERING LABS
1	24008053600	MONITOR,TOUCH,19IN,120VAC,RACKMOUNT	VARIOUS
1	22007063888	RTAC,24-48VDC,3530#C44B	SCHWEITZER ENGINEERING LABS
1	23007075707	SW,ETHERNET,UNMAN,SEL-2730U,2730M#8	SCHWEITZER ENGINEERING LABS
1	24007001153	AM,0 TO 10A,1PH,2.5IN,SEMI FLUSH	SIMPSON
1	24002043006	HOUSING,CLOSET CON,UP TO 4 CCH PNLS	CORNING CABLE SYSTEMS
4	24002058016	SPLICE,HOUSING,PIGTAIL,LC/APC CONN,	CORNING CABLE SYSTEMS
11	33004058017	PLUG,LOCKING,3P,4W,20A,125/250V	HUBBELL WIRING DEVICES
1	AC PANELBOARD EATON	PANELBOARD,AC,EATON	EATON CORPORATION

Eaton - Omaha Power Center

For: PROSPECT

Quote Number Equal To 010960

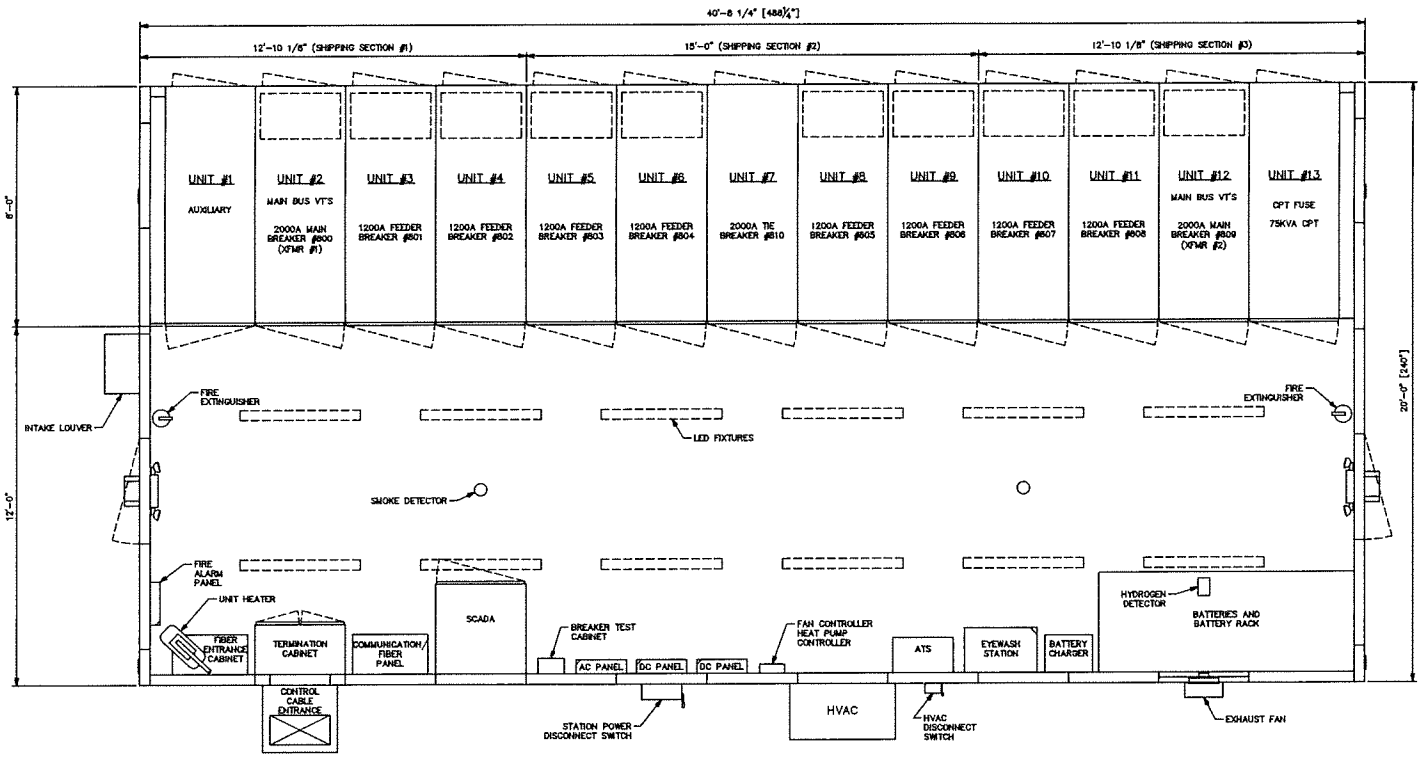
Estimated Order Material List

Order No.	Part Number	Job Description	Quantity
010960	10006001003	VILLAGE OF RANTOUL, IL PROSPECT SUB 15KV	

Qty.	Component	Part Description	Manufacturer
2	DC PANELBOARD EATON	PANELBOARD,DC,EATON	EATON CORPORATION
1	DT326UGKN	SW,240V,600A,3P,W/NEUT	EATON CORPORATION
2	23005075801	SW,DISCON,AC,3PH,60A,10KAIC,6X14CAB	MIDWEST ELECTRIC PRODUCTS
1	37004075002	STATION,EYEWASH,29IN X 18IN X 31IN	FENDALL
1	31002001057	AC,3T,10KW HEAT,230/208VAC,BEIGE	BARD
2	AISLE DOOR	72" x 36"	
2	37005036002	EXTINGUISHER,FIRE,ABC,10LBS,20FT MX	KIDDE
1	25006006001	BAT,125VDC,150AH,LEAD ACID	POWERSAFE
1	25003063026	RACK,BAT,2 TIER 1 ROW RACK,CFC2	ENVIROGUARD
1	25003048023	KIT,BAT SPILL,21IN X 136IN,14GA	ENVIROGUARD
1	25005013012	CGR,BAT,240VAC,130VDC,12A	LAMARCHE
1	37005053001	MONITOR,GAS,4-20MA,NEMA 4X-OBSOLETE	MSA
1	37007058001	PANEL,FIRE ALARM,4 ZONE,120VAC,CL B	SIEMENS ENERGY AUTOMATION
1	31002043303	HEATER,UNIT,7.5/10KW,208/240VAC	DAYTON
1	FILTERED VENTILATION INTA	FILTERED VENTILATION INTAKE	
2	20203048015	KIT,MINIRAIL EXT,VCPW,15KV,LWR BKR	EATON CORPORATION
1	25003013800	COVER,BATTERY TERM,CLR,48 IN L	ENERSYS

End of Report

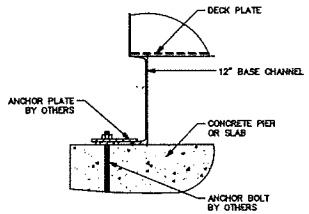
This report was requested by E9896109



PLAN VIEW

NOTES:

1. THIS IS A PRELIMINARY DRAWING, FOR PROPOSAL PURPOSES ONLY AND SUBJECT TO REVISION DURING PROJECT DESIGN BY EATON.
2. BUILDING DIMENSIONS ARE INTENDED TO ILLUSTRATE OVERALL DIMENSIONS AND ARE NOT INTENDED FOR CONSTRUCTION OR FOR DETAILED FOUNDATION DESIGN.
3. EQUIPMENT LAYOUT IS INTENDED TO ILLUSTRATE OVERALL DIMENSIONS AND MAJOR COMPONENT LOCATION. MISCELLANEOUS AISLE COMPONENTS LISTED IN THE PROPOSAL BILL OF MATERIAL MAY NOT BE SHOWN ON THIS PROPOSAL DRAWING.
4. THE SWITCHGEAR FOUNDATION MUST BE A SMOOTH, LEVEL SURFACE WITHIN 1/8" IN 10'-0", OR F_F 50 F_L 33.
5. SHIPPING SECTION DIMENSIONS AND WEIGHTS ARE PROVIDED FOR PRELIMINARY TRANSPORTATION PLANNING ONLY. SOME ATTACHMENTS TO THE BUILDING MAY BE REMOVED FOR SHIPPING.
6. ESTIMATED WEIGHTS:
   A. SWITCHGEAR (LESS BREAKERS)
      SHIPPING SECTION #1: 33,600 LBS.
      SHIPPING SECTION #2: 35,650 LBS.
      SHIPPING SECTION #3: 32,100 LBS.
   B. 15KV 1200A BREAKERS: 350 LBS. EACH
   C. 15KV 2000A BREAKERS: 410 LBS. EACH



TYPICAL ANCHOR DETAIL
NOT TO SCALE

This page contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton Corporation.

REV.

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EATON
Powering Business Worldwide

DRAWN JJC 09-29-23
SCALE 1/2"=1'-0"
APPROVAL

VILLAGE OF RANTOUL, IL
PROSPECT SUBSTATION
15KV OUTDOOR SWITCHGEAR

DRAWING NO. 10960-01
PLAN VIEW

ACTUAL SCALE IS HALF OF SCALE NOTED WHEN PRINTED ON 11 X 17 PAPER.

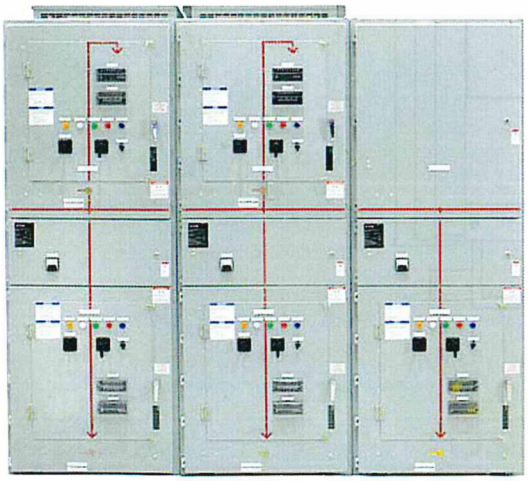
ACTUAL SCALE IS HALF OF SCALE NOTED WHEN PRINTED ON 11 X 17 PAPER.

DRAWING NO	VILLAGE OF RANTOUL, IL PROSPECT SUBSTATION 15KV OUTDOOR SWITCHGEAR RIGHT SIDE ELEVATION	DRAWN	SCALE	Eaton Powering Business Worldwide	Cimarron Power Center 2300 Cimarron Avenue Cimarron, Montana 59107-1594 Telephone (402) 734-3600 Fax (402) 734-0822	REV.
10960-02		JJC 09-29-23 APPROVAL	1/2"=1'-0"			

SIDE ELEVATION

This page contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton Corporation.

Motorized remote racking for breaker and auxiliary compartments with breaker controls



Metal-clad switchgear with breaker in withdrawn position

Eaton's MR2 motorized remote racking system provides a means to remotely rack any VCP-W drawout circuit breakers and/or auxiliary drawers used in metal-clad switchgear. The MR2 system can also be utilized to open and close the breaker remotely, using the pendant. The addition of the MR2 system helps mitigate arc flash exposure and improve productivity for the user.

Enhance safety and productivity

Using a single remote pendant, the MR2 permits the operator to safely move a VCP-W breaker or auxiliary drawer between pre-determined positions within the compartments and open/close the breaker. Standing outside the arc flash boundary of the switchgear, an operator can use the pendant to select Disconnect, Test or Connect positions for the circuit breaker, Disconnect or Connect positions for the auxiliary drawer or open/close the breaker.

Arc flash protection required

Arcing faults create a violent explosion, resulting in an inferno of ionized gases, molten debris, metal shrapnel and a flash of light (an arc flash). Inside a switchgear system, an arc event can dislodge compartment doors and turn hardware into high-speed projectiles.

There is a rising demand to protect personnel from the dangers of potential arc flash occurrences by increasing the distance between an operator and the front of a switchgear lineup during changes to the switchgear.

EATON

Powering Business Worldwide

Available outside the arc flash zone

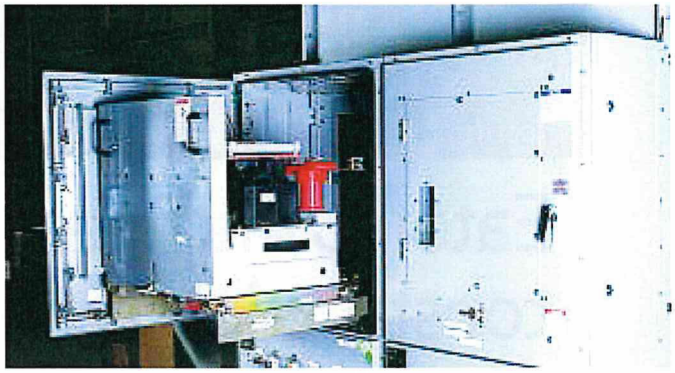
- Available for all VCP-W breakers in metal-clad medium-voltage switchgear at 5, 15, 27 and 38 kV
- Available for auxiliary drawers at 5 and 15 kV
- Operator can use the MR2 pendant to open and close the breaker remotely
- 30 ft cord length between pendant and switchgear system
- All circuit breaker and auxiliary compartment safety interlocks remain intact per IEEE® C37.20.2
- Per NFPA-70E® standard, working outside the arc flash zone allows for PPE reduction

Highly reliable and efficient

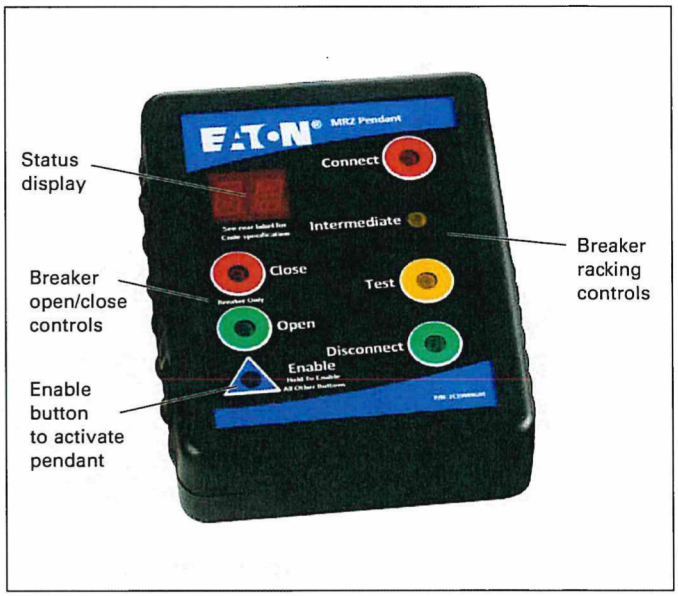
- Powered from an internal CPT, when available, or a customer supplied external 120 Vac power source
- Motor, logic controller and safety interlocks are built into the compartments
- Dynamic break and torque limiter have been incorporated to improve reliability
- Factory installed and tested as a complete racking system incorporating the circuit breakers and auxiliary compartments
- MR2 pendant can be used interchangeably to rack both breakers and auxiliary compartments
- Permanently installed system eliminates the need to lift, manipulate and align heavy, bulky equipment that is stored between service intervals
- Maintains the ability to manually rack circuit breakers and auxiliary drawers

Intelligently designed

- Built-in logic to detect interference, provide suggested corrective actions and prevent operation until the error has been cleared
- Can be integrated into switchgear secondary control circuits, (SCADA) systems, Modbus® interface or discrete wiring
- Intelligent input/output (I/O) controls allow users to connect or disconnect individual auxiliary compartments
- Pendant will override remote communication system controls when plugged into a specific circuit breaker or auxiliary MR2 port
- The MR2 system tracks and logs racking records to simplify the scheduling of equipment maintenance
- Available as a field retrofit



Auxiliary compartment in withdrawn position



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or call your local Eaton sales office.

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Powering Business Worldwide

Eaton Switchgear Power Center construction features

Introducing the Eaton Switchgear Power Center

The Eaton Switchgear Power Center is a state-of-the-art solution for integrating 5 kV through 38 kV metal-clad switchgear and other electrical control and protection equipment into a single outdoor enclosure. The Eaton Switchgear Power Center enclosure can be provided with additional space for control and protection panels, dc battery systems, security equipment, communications panels, local HMI, accessory and spare parts storage, and other equipment, as specified. The Power Center enclosure, along with the switchgear and other equipment, is designed, manufactured, and tested as a combined assembly at Eaton's Omaha, NE, facility.

One of the many benefits of an Eaton Switchgear Power Center is its thermal insulation and HVAC system, which are included to maintain a safe, climate-controlled environment for maintenance and operations personnel.

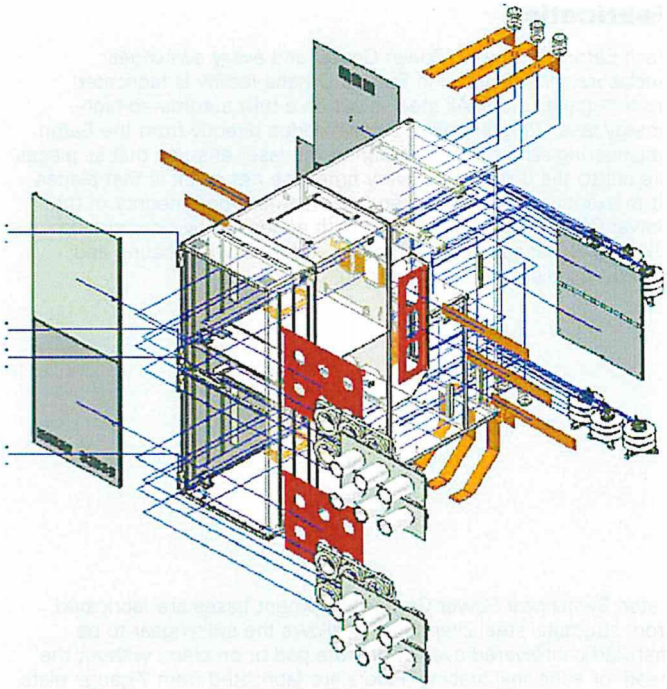
For proven performance and pioneering technology, choose an Eaton Switchgear Power Center.

Powering Business Worldwide

Autodesk Inventor

Design of an Eaton Switchgear Power Center begins with the use of the best available design tools. Eaton uses Autodesk Inventor® for development of its mechanical designs. Autodesk Inventor is a three-dimensional modeling program that will automatically check interferences to ensure that all components and subassemblies fit together properly. It allows Eaton to view the complete assembly from any angle so the design can be optimized to take advantage of the most efficient fabrication and assembly methods.

Customer drawings can be prepared in AutoCAD® or MicroStation® format and can be supplied in the medium desired by the customer, including drawing files transmitted electronically or on a compact disc. Eaton can also use an FTP site for efficient exchange of technical information during the life of a project.

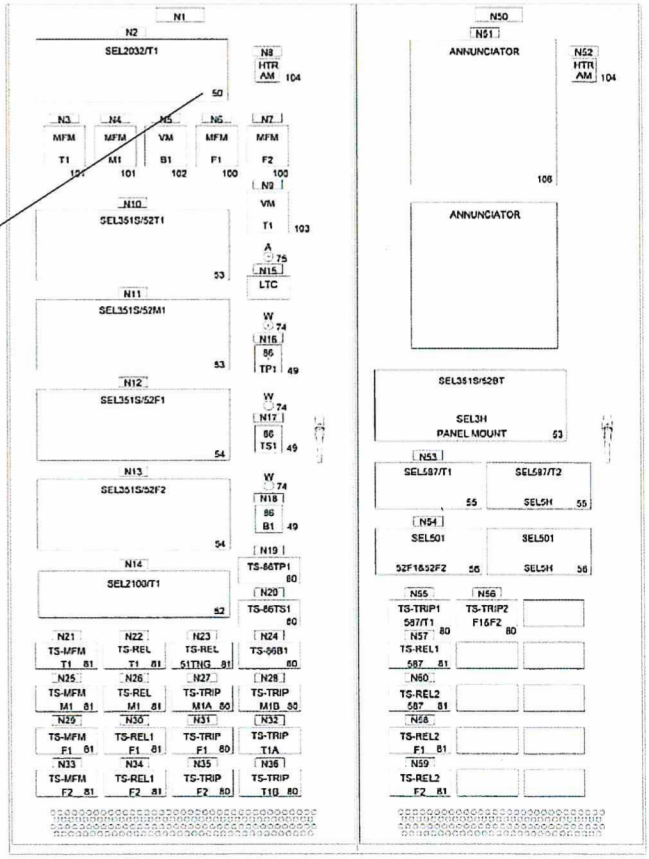


Bill-of-material callouts

Eaton's Omaha Power Center uses bill-of-material callouts on drawings so that customers can easily identify installed components. The callouts reference the bill-of-material item number so that technical information relating to operation or maintenance can be easily located. Operation and Maintenance manuals can be provided on CD in fully indexed pdf format for easy access from any computer.

Bill-of-material item description

Item	Qty	Description
50	1	Communications Processor Schweitzer SEL2032/T1 Cat. No. 203233X344XXXX Standard with SCADA RTU functions, remote access, and plug-in protocol cards. Horizontal panel mount. Standard memory for database and settings storage with archive storage memory. Power supply input 85–140 Vac, output 38–200 Vdc, I/O board with four outputs, 16 inputs, and input voltage of 125 Vdc.



Fabrication

Each Eaton Switchgear Power Center and every switchgear enclosure manufactured in Eaton's Omaha facility is fabricated from 11-gauge steel. All steel is cut on a fully automated high-energy laser. Programming is downloaded directly from the Eaton engineering server. The precision of the laser ensures that all pieces are cut to the correct size every time. The net result is that pieces fit to exacting tolerances to ensure weatherproof integrity of the Power Center enclosure. The smooth edges left by laser cutting allow excellent adhesion of the protective powder coating and prevent possible damage to wiring.

Eaton Switchgear Power Center equipment bases are fabricated from structural steel channel. This allows the switchgear to be installed cantilevered over a concrete pad or on piers, without the need for additional bracing. Floors are fabricated from 7-gauge plate steel with structural steel angles installed along the entire length of the base on 12-inch centers. This system provides superior performance over 1/4-inch plate steel floors and ensures that breakers battery systems, test equipment, and other materials located in the aisle or work areas are properly supported at all times.

Angle iron longitudinal bracing

Protective coatings

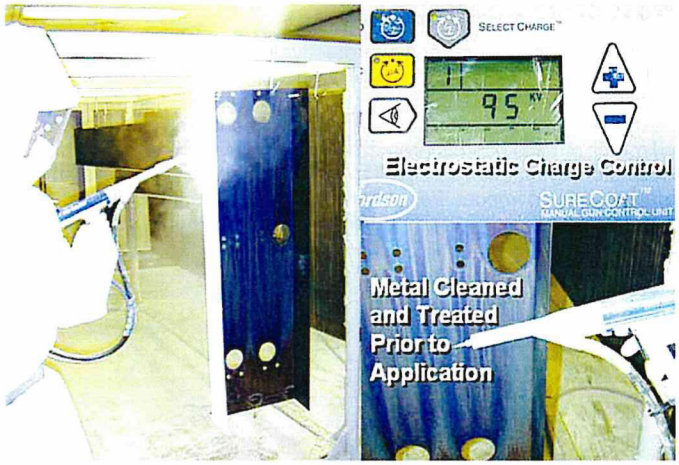
An amine-cured, coal tar epoxy protective coating is applied to the bottom of each Eaton Switchgear Power Center base to prevent corrosion after installation. Spray-on foam insulation is applied to meet building codes and customer specifications. The outside perimeter of each base is protected with a corrosion-resistant, black epoxy coating that adheres well to structural steel and is resistant to damage from impact. Permanent lifting eyes are integrally welded at the corners of each shipping section to facilitate unloading at the job site.

The floor is protected by a non-skid epoxy coating that resists marring and scratches. This coating is allowed to fully cure prior to the start of assembly. Cutouts are provided in the floor for entry of control or power cables, as required. A steel or aluminum cover plate is installed over each cutout. Access cutouts are provided at shipping splits, when required, to allow bolting of the base sections together. Cover plates for access openings are installed flush with the floor and held in place with countersunk screws that are level with the floor surface to eliminate any possible tripping hazard.

After fabrication is complete, all metal parts are cleaned under high pressure, followed by an application of a protective phosphate coating to improve corrosion inhibition. Each piece is then electrostatically coated with a polyester powder. The powder coating is fully cured in a baking oven so that parts can be assembled immediately after cool-down. Powder coating provides superior coverage on edges and hard-to-reach areas and is very resistant to high temperatures. A high-gloss finish prevents absorption of dust and dirt and is easy to clean.

The Eaton powder coat provides superior performance and resistance to the following conditions:

- Marring and scratching
- Direct impact
- Reverse impact
- Chipping
- Corrosive atmospheres
- Cracking from bending
- Ultraviolet radiation
- Extreme heat
- Wind-borne snow and rain
- Wind-borne dust and sand



Following are results of actual ASTM tests that compare performance of the powder coat to polyurethane and acrylic enamel finishes commonly used by other manufacturers.

Pencil hardness (ASTM D3363) (resistance to marring and scratches)

6B ... 5B ... 4B ... 3B ... 2B ... B ... HB ... F ... H ... 2H ... 3H ... 4H ... 5H ... 6H ...
Softer — Harder

Polyester powder	Polyurethane	Acrylic enamel
2H–4H	F–H	B–HB

Chip resistance (ASTM D3170) (resistance to chipping by impact)

3A–3D ... 4A–4D ... 5A–5D ... 6A–6D ... 7A–7D ... 8A–8D ... 9A–9D ...
Worse — Better

Polyester powder	Polyurethane	Acrylic enamel
5A	4A	3B

Impact resistance (ASTM D2794) (resistance to cracking under impact)

Direct impact

Polyester powder	Polyurethane	Acrylic enamel
+160 in-lb	+75 in-lb	+30 in-lb

Reverse impact

Polyester powder	Polyurethane	Acrylic enamel
+160 in-lb	+40 in-lb	+10 in-lb

Flexibility (ASTM D522) (cracking under bending)

Polyester powder	Polyurethane	Acrylic enamel
Pass	Pass	Fail

Salt spray (ASTM B117) (resistance to corrosion)

Polyester Powder	Polyurethane	Acrylic enamel
2X	1X	1X

Accelerated weathering (QUV340A) (gloss retention and color fastness)

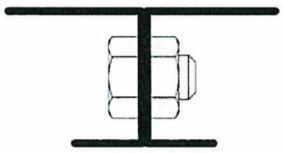
Polyester powder	Polyurethane	Acrylic enamel
10% loss at 2000 hours	10% loss at 1000 hours	10% loss at 1000 hours

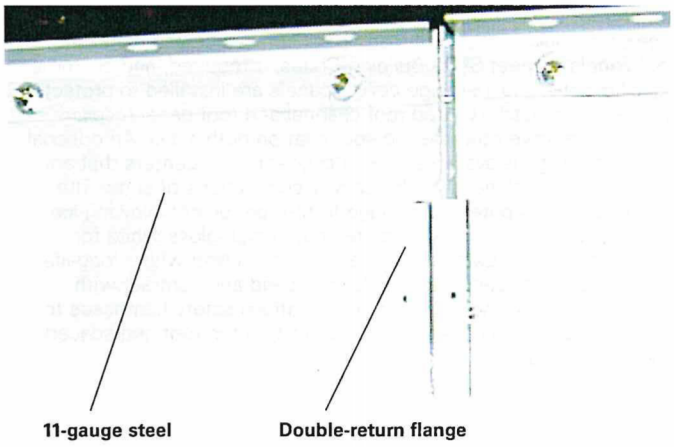
Interior coating and floor protection

After fabrication, each switchgear cubicle receives a high-visibility white polyester powder coat inside and out. Cubicles are then assembled onto a base and bolted together to form the switchgear lineup. Masonite sheets are installed over all open floor areas to protect the floor surface during assembly and wiring. The masonite sheets are left in place to continue to protect the floor during installation and testing at the job site. As a result, floor surfaces stay in perfect condition, without the need for touchup or re-coating prior to placing the equipment into service.

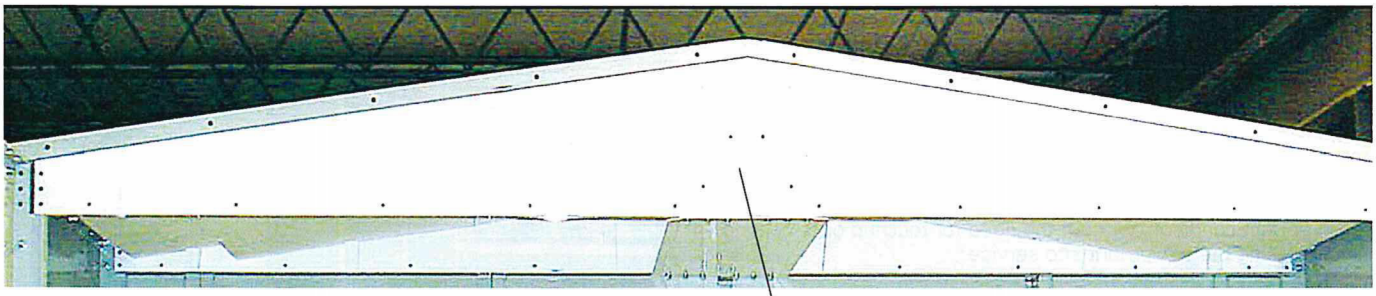
Walls

Eaton Switchgear Power Center walls are fabricated from 11-gauge steel and coated on both sides with a polyester powder. Each panel is fabricated with a double-return flange. When bolted together, they create an I-beam shape (as shown below) for added strength.





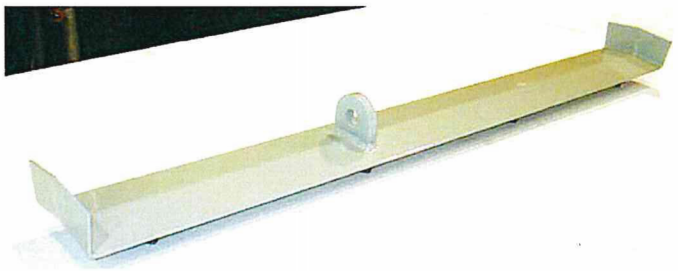
Walls are thermally insulated with rigid, closed-cell foam to meet customer specifications or any applicable state building codes. This material has a higher insulation value than fiberglass batting and will not sag once installed. The rigid foam is easy to form around cutouts and other shapes in order to insulate all spaces, and will not absorb moisture should condensation be present. After installation, insulation is protected by 14-gauge steel wall panels.



Tapered roof channel

Roof

After the walls of the Eaton Switchgear Power Center have been erected, full-depth tapered roof channels, spaced every 36 inches, are bolted to and supported on the I-beam channel formed by the wall panels. Roof panels, fabricated from 11-gauge steel, are attached to the tapered roof channels and bolted together using stainless steel washers with impregnated neoprene rubber that fills in any gaps around bolt holes, as well as the bolt threads. Each roof joint is caulked with a long-life silicone sealant, and a full-length roof cap is installed to protect against direct exposure to the elements. Rigid, closed-cell foam insulation is installed under the roof panels to meet State Building Codes, if required, and customer specifications, and 18-gauge ceiling panels are installed to protect the insulation. Each tapered roof channel and roof panel receives Eaton's protective polyester powder coat on both sides. An optional cold roof design is available for switchgear power centers that are installed in cold climates with heavy accumulations of snow. The system prevents potential damage to the roof by not allowing ice dams to form. Interior surfaces are coated high-gloss white for improved visibility. Exterior wall seams are caulked with a long-life silicone rubber sealant that is able to expand and contract with changes in temperature. Personnel can attach safety harnesses to OSHA fall arrest anchors that are installed on the roof and spaced every 36 inches.



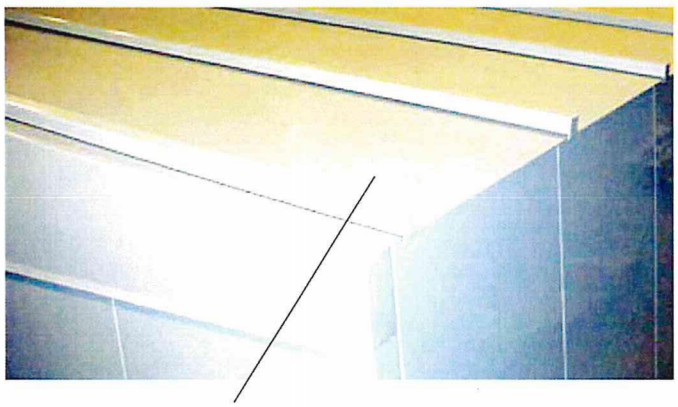
Insulation

An important feature of the Eaton Switchgear Power Center construction is the complete insulation system. The entire roof over the aisle, switchgear, and work area is fully insulated. In addition, all exterior walls (including end walls) are fully insulated. This complete insulation system prevents condensation from forming on interior steel surfaces.

9 ft 5 in ceiling height

Ceiling

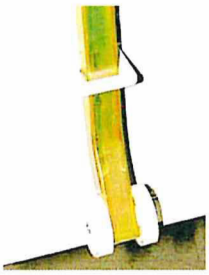
The interior ceiling height of the Eaton Switchgear Power Center is 9 feet 5 inches to accommodate the use of ladder tray.



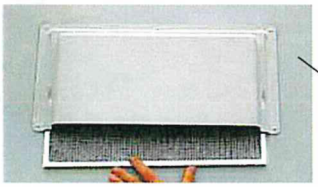
Roof caps

Rear doors and hardware

Eaton Switchgear Power Center rear cable compartment doors are flush with the enclosure when closed. A drip shield is installed above each door as standard. A roof overhang prevents melting ice or snow from dripping onto the operating handle and freezing. All door hardware is tamper-resistant to prevent unauthorized entry. A heavy-duty, three-point latching system is provided with nylon rollers at interface points. The operating handle is stainless steel and has provisions for padlocking. All exposed exterior hardware is non-corrosive stainless steel. The door gasket is similar to compressible gaskets that are used on automotive doors. The gaskets are installed on the edge of the door frame so that the doors fit flush with the enclosure. The gaskets compress against the door surface around the entire perimeter to prevent ingress of moisture due to rain or snow. An automatically engaging door stop is provided that is easy to disengage through use of a spring-loaded operating rod. Vent hoods are provided over all external ventilation openings to prevent entry of rain or snow during turbulent wind conditions. Air filters are washable and re-usable. Filters are installed inside the vent hoods and can be accessed without the need to open the door and expose personnel to the high-voltage cable compartment.



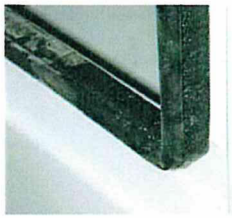
Nylon rollers



Vent hood

Self-engaging doorstop

Three-point latch



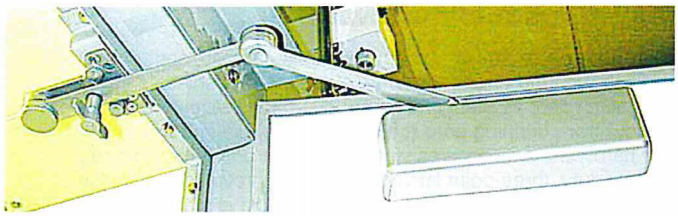
Compressible gasket

Stainless steel handle

Personnel doors

Personnel doors are fully insulated and provided with interior panic bar hardware for emergency egress, even when locked. All exterior hardware is stainless steel and designed to be tamper-proof. Locksets can be supplied to match a customer's standard key. A padlock attachment or keyless entry system is optionally available.

An automatic door closer is provided, which can be set to hold the door open, when necessary.

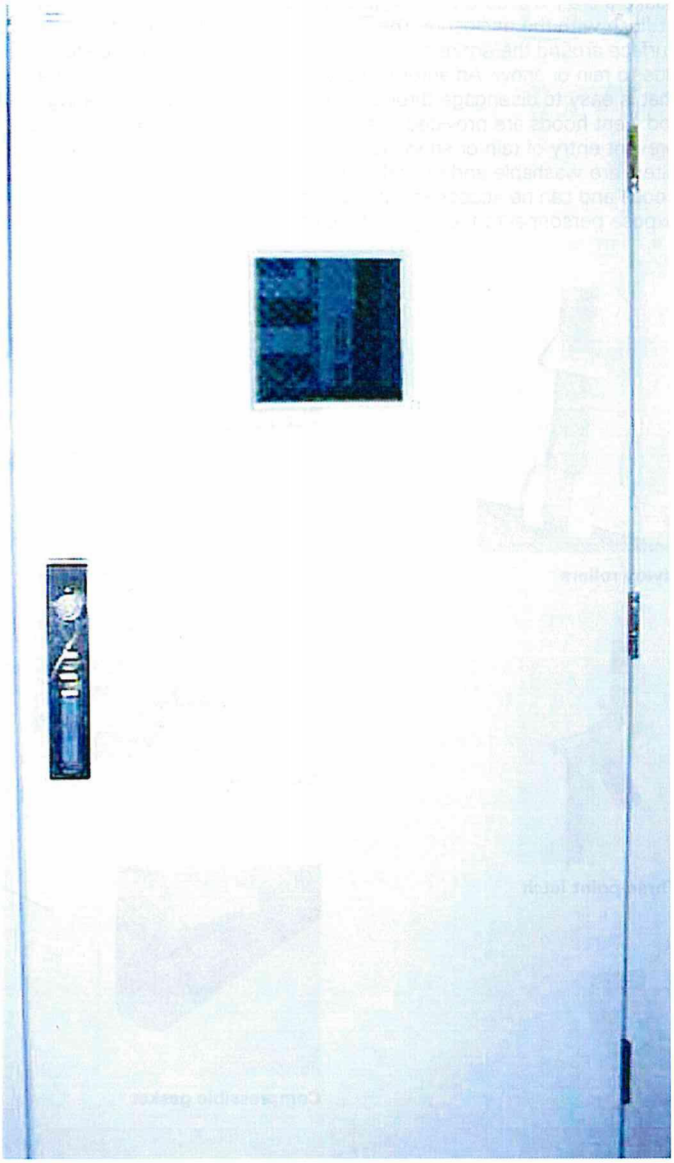


Automatic door closer

Doors are 42 inches wide to allow easy access for personnel and testing equipment. Double side-by-side entry doors and door windows are optionally available.

Stainless steel handle with lockset

Panic hardware

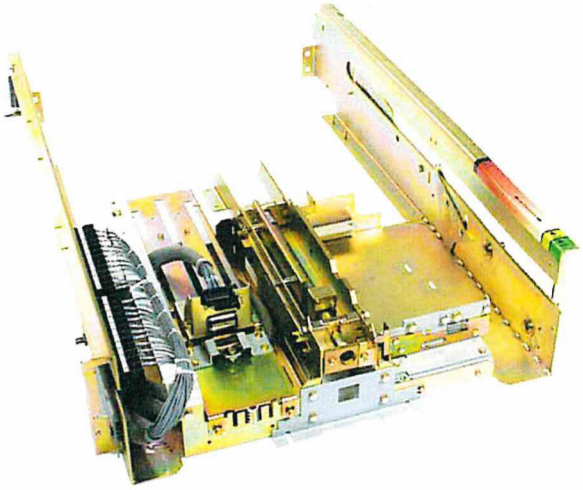


Switchgear cubicles

Switchgear cubicles are individually welded to form rigid boxes that are bolted together to create a switchgear lineup. Welding ensures that each cubicle stays perfectly square during assembly of the lineup and maintains correct alignment of the breaker element to the racking mechanism, secondary contact block, and primary breaker connections. In addition, two thicknesses of 11-gauge steel are provided between vertical sections to offer additional protection against propagation of faults between adjacent cubicles.

Breaker pan assembly

Eaton's breaker pan assembly for 5 kV, 15 kV, and 27 kV applications has been designed to exceed standard specifications and contains design enhancements to improve quality, safety, and maintenance. The breaker pan assembly includes dedicated positions for "Disconnect", "Test," and "Connect" and a viewing window mounted on the door allows the operator to visually confirm the position of the breaker without entering the equipment. As part of the dedicated "Test" position, the pan assembly contains an automatically engaging secondary that eliminates the need for manual connection of the secondary. In order to prevent possible damage to the contacts, an interlock is provided to ensure the secondary contacts are fully seated before they are allowed to carry current. Limit switches are available for use with our integral motorized remote racking (MR2) or breaker position indication lights on the front of the switchgear. The limit switch that indicates when the breaker is in the connected position can also be used to provide remote indication that the breaker is fully engaged to eliminate the need for a TOC switch. In order to improve performance and reduce maintenance, the number of grease points has been reduced to racking shaft only.



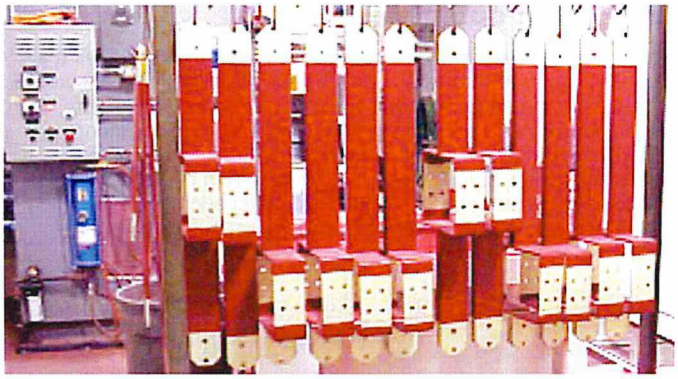
Integral motorized remote racking (MR2)

Eaton's MR2 motorized remote racking system provides a means of remotely racking any VCP-W drawout circuit breaker and/or 5/15 kV auxiliary drawer used in metal-clad switchgear. The MR2 system can also be utilized to open and close the breaker remotely. Each MR2 system consists of a motor that is permanently integrated into the breaker or auxiliary compartment and a pendant that can be used universally between the different MR2 systems. The pendants are accompanied by a 30 ft cord to attach the pendant to the front of the switchgear. If specified, the operation of the MR2 can be performed from an HMI with touch screen controls. A standard feature of integral motorized remote racking (MR2) is the ability to sense a malfunction during racking of the breaker that will immediately stop the racking operation, once detected. An error code will then appear on the LED display on the front of the pendant with an explanation of the error codes printed on the back of the pendant. The addition of the MR2 system helps mitigate arc flash exposure for the user by removing the operator from the arc flash zone. MR2 is also available as an aftermarket purchase and field installation. Contact your Eaton sales rep for a quote.

Insulation systems

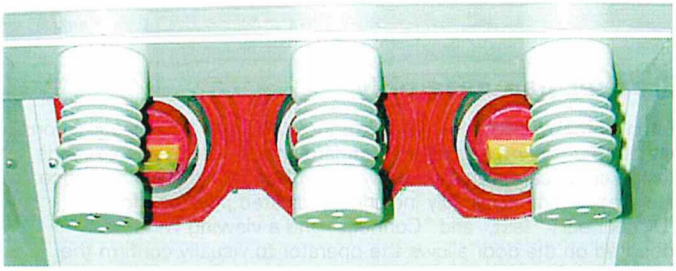
Bus bar for 5 kV through 38 kV metal-clad switchgear is insulated with epoxy using the fluidized bed process. The process is controlled by a PLC that drives automated machinery. This process ensures an even and consistent coating thickness. Final cured thickness is checked with a depth gauge to verify that the coating meets specifications. A one-minute AC dielectric test is used to verify that the insulation system complies with IEEE® standards and to ensure that no hidden pinholes or voids are present in the insulation. In addition, epoxy is resistant to corrosive atmospheres, scratching, and chipping. The epoxy is colored red to indicate the presence of high voltage.

All copper bus bar is fully silver-plated at the mill to provide a uniform and consistent plating thickness that minimizes electrical resistance at bus joints.



Fully silver-plated copper bars with red epoxy insulation

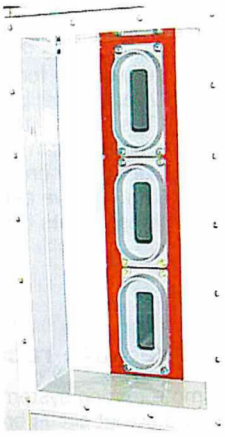
Medium-voltage bus standoffs and bus feed-thru supports are molded from cycloaliphatic epoxy resin. This material has over 25 years of installed experience at investor-owned utilities in outdoor applications. Cycloaliphatic epoxy resin has proven to be superior to porcelain and is easy to mold to any desired shape.



Cycloaliphatic bus standoffs

A PVC bushing is inserted over the bus at feed-thru supports. This bushing eliminates any space between the insulated bus and the bus support to prevent corona activity.

PVC insert



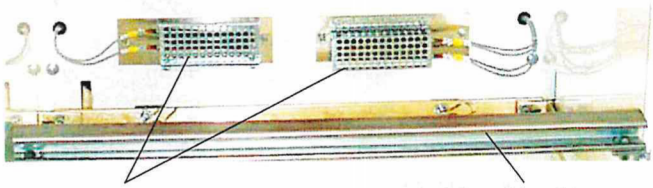
Vertical bus supports

When ground studs are required, they are installed before the bus bar is insulated so they can be integrated into the epoxy bus insulation system.

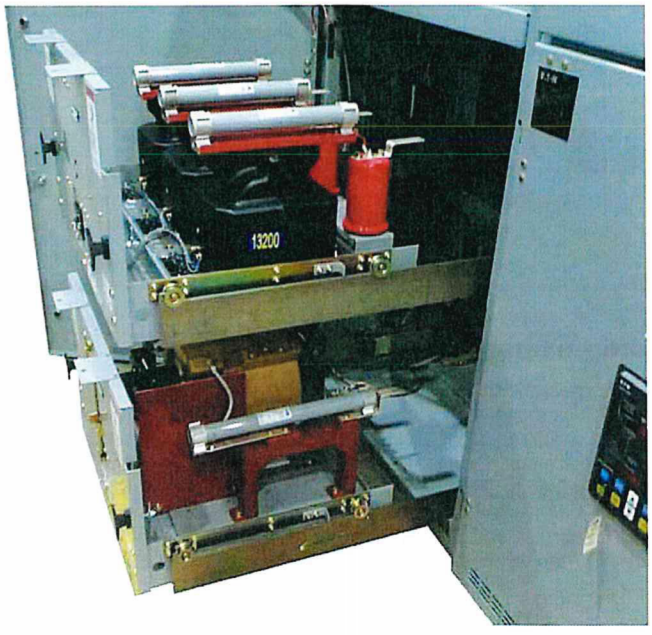
Ground stud

Terminations

Eaton's power cable terminations are installed at a height to allow easy training of large diameter power cables and to provide adequate space for installation of stress cones. An adjustable cable support is provided to remove tension from the cable terminations. Two strip heaters are provided in each power cable compartment, as standard, to prevent formation of condensation on energized bus and bus supports. Should one of the two strip heaters fail, the remaining strip heater will continue to provide this protection until such time the customer is able to schedule an outage on that circuit to replace the failed heater. The strip heaters are energized at half voltage to increase their operating life. All strip heaters are provided with a protective guard to prevent accidental contact with the heating element by operating personnel.

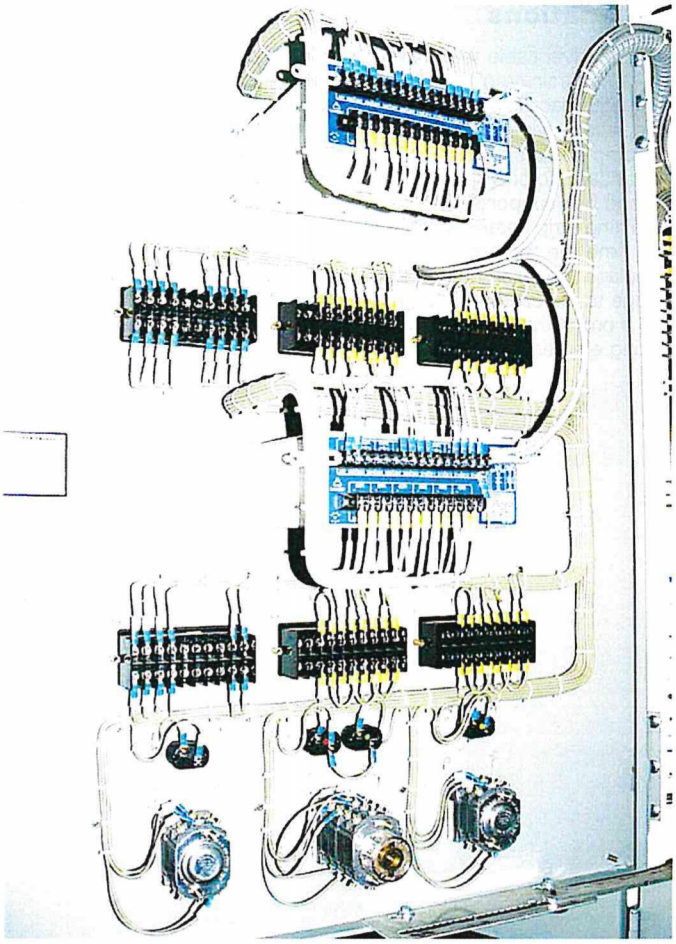


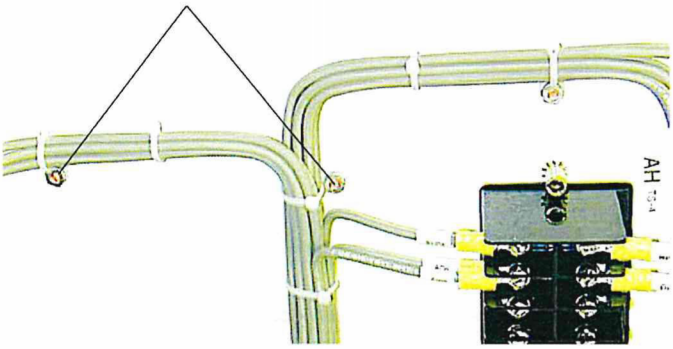
Eaton offers auxiliary drawers that can be engineered for up to four auxiliary drawers per structure. The drawers can be used for installing voltage, control power transformers, or primary fuses. The auxiliary drawers are designed for horizontal drawout that can be fully withdrawn on extension rails similar to the breakers, thus allowing front access to auxiliary equipment to permit easy testing and fuse replacement. A safety shutter (operated by the drawer) is included in each auxiliary drawer compartment. The safety shutters automatically operate when the auxiliary drawer is withdrawn to protect workmen from accidental contact with the stationary primary contacts. When fully withdrawn, the primary connections of an auxiliary drawer are grounded to allow maintenance and operations personnel to work on the equipment safely. The auxiliary drawers can be left in the disconnect position with front door closed.

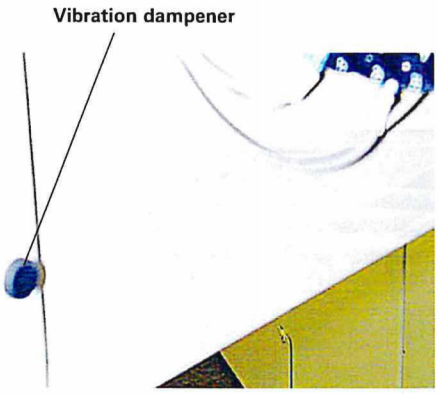


Wiring

Control wire is neatly bundled and carefully trained to allow easy access to terminals and visibility of all wire markers. Wiring across door hinges is protected by heavy plastic wrap. Wire bundles are positioned above the height of the breaker element to prevent interference with the breaker during insertion or removal. Wiring is tied to clamps that are secured by a welded stud and nut. Insulated ring tongue lugs are standard for all control connections. A sleeve-type wire marker is installed on each wire that indicates the destination of the wire. Sleeve type wire markers can be rotated so that the marking is always visible and easily identifiable for maintenance personnel.





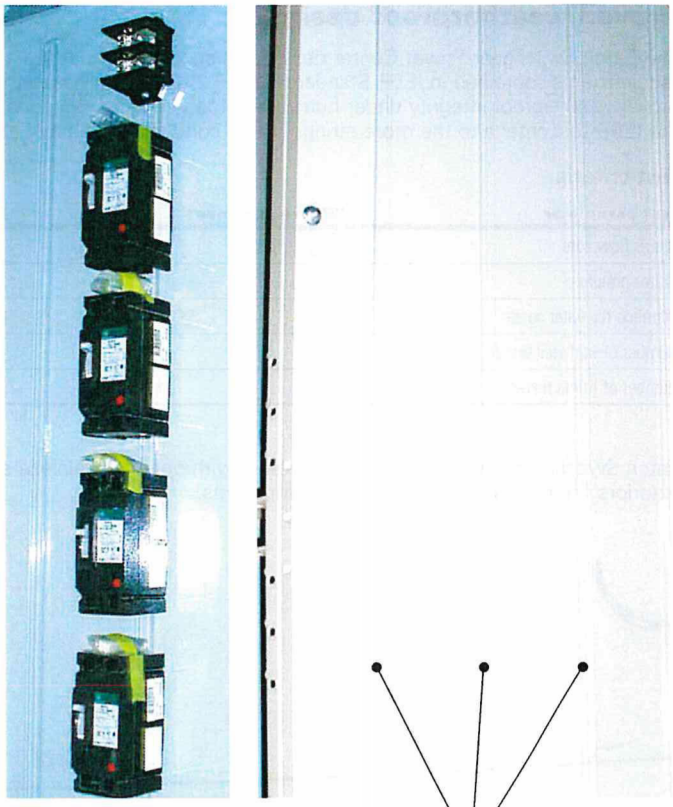


Compartment doors

Front compartment doors are provided with a heavy-duty latch with two positive stops. One stop is used for testing of door-mounted devices, while the other allows safe withdrawal or insertion of breaker elements. Device doors have a double return at the front and rear edges to maintain door strength and rigidity. Rubber vibration dampeners are installed on the door return to protect the door surface and to prevent transmission of vibrations to door-mounted devices.

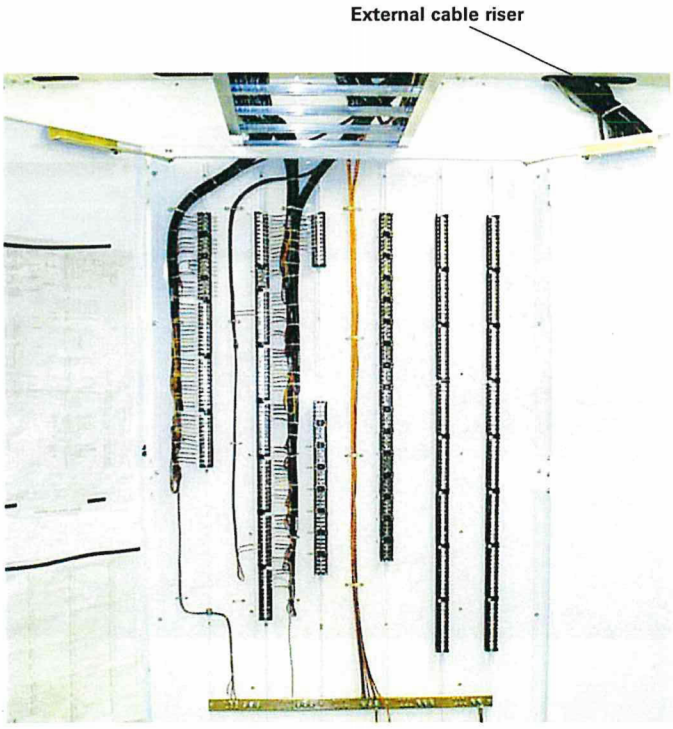
Low-voltage component mounting

Eaton's Omaha Power Center welds unistrut channels to switchgear enclosure walls to allow easy installation of terminal blocks, fuse blocks, circuit breakers, control relays, and other surface-mounted low-voltage devices. This system provides great flexibility in location of devices and allows customers to add or relocate devices at any time in the future.



Interface terminal cabinet

A popular option is installation of an interface termination cabinet that contains terminal block points for all external control connections. The terminal blocks can be provided in a separate cabinet, integrated into a relay panel enclosure, or located in a switchgear auxiliary cubicle. An external cable riser is commonly provided on the outside wall opposite the terminal blocks. Optionally, the interface termination cabinet can be located on the outside of the Eaton Switchgear Power Center. Use of a common interface point for all external control connections significantly reduces field installation time and cost.



Proven weatherproof design

The Eaton Switchgear Power Center design has successfully passed a rain test in accordance with requirements contained in IEEE Standard C37.20.2. Eaton increased the severity of the test to help prove weatherproof integrity under hurricane-force wind and rain conditions. The table below compares the IEEE test criteria to the more stringent test conditions used by Eaton.

Test criteria

Test parameter	IEEE requirement	Eaton test
Water flow rate	7.1 gal/min	15 gal/min
Water pressure	60 psi	120 psi
Distance to water nozzle	10 ft	6 ft
Number of surfaces tested	2	4
Number of joints tested	1	2

Eaton Switchgear Power Centers are available with optional stainless steel or marine-grade aluminum exteriors for installation in corrosive environments.

Enclosure configurations

The Eaton Switchgear Power Center design is available in both single and common aisle arrangements. Work areas or control rooms can be integrated with the switchgear to meet other customer needs and requirements. Incoming power connections can be cable, bus duct, or overhead roof bushings. Eaton can supply non-segregated phase bus duct for connection to transformer secondaries at ratings up to 3000 A.

Standard-aisle design

The common-aisle lineup to the right illustrates the use of Masonite sheets to protect floor surfaces during assembly at the factory, as well as during installation and testing at the job site. This lineup has a control area at the far end for installation of relay and communications panels, plus a 125 Vdc lead-acid battery system. An internally mounted tie bus duct is used as a tie between the main bus of each lineup.

Common-aisle design

Masonite sheets

Other configurations can be designed to meet site-specific needs. A narrow-aisle design is available when job-site space is limited.

Narrow-aisle design

IEEE standards testing

Eaton metal-clad switchgear has been subjected to and has passed all applicable IEEE design tests. Once manufacturing is completed, all equipment is subjected to IEEE standard production testing. In addition, all control and protection circuits are functionally tested. At Eaton's Omaha Power Center, inspection of equipment by the customer prior to shipment is available at no extra charge. Witness testing is also available for a nominal cost. During testing, the circuit breakers purchased for a project are used to confirm that all breakers operate in their respective cell, both mechanically and electrically, and to verify interchangeability of breakers of the same rating. Breakers are shipped with the switchgear, so they are immediately available for commissioning and startup testing.

Shipping

Eaton Switchgear Power Centers are shipped on open-type, lowboy trailers. Eaton exercises extreme care in the preparation and packaging of equipment for shipment. All equipment is meticulously cleaned inside and out. Painted surfaces are wiped clean. Loose or spare parts are separately packaged and marked for easy identification. Circuit breakers can be installed or re-crated and shipped with the switchgear. Open ends of shipping splits are protected by a lumber framework and heavy-duty plastic that will not shred or rip during shipment. The leading and trailing edges of each load are protected against dirt and flying debris by a self-adhering transport mask that is easily removed and discarded after equipment has been delivered.

Installation services

Technical support services

A field installation specialist can be provided to supervise offloading and assembly by the customer's field crew or contractor.

Complete installation

Eaton can provide experienced field technicians to assume responsibility for offloading and re-assembly of equipment. Installation includes the following services:

- Offload onto customer's foundation
- Reconnect and weatherproof any shipping splits
- Reconnect control cables across shipping splits
- Remove any shipping braces
- Re-install equipment packaged separately for shipment
- Uncrate and install batteries (if applicable)
- Uncrate and install vacuum circuit breakers
- Inspect the equipment for any signs of damage during shipment and offloading
- Verify receipt of all items on the bill-of-lading, including items packed in boxes

Eaton field installation personnel have over 30 years of experience in the installation of switchgear power centers.

Supersedes Selling Policy 25-000, Pages 1-4, dated **November 1, 2008**

DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE

Distribution and Control Products and Services 25-000

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Products
Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services
Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services

When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS

Refer to Price Policy 25-050.

Minimum Billing

Orders less than $1,000 will be assessed a shipping and handling charge of **5%** of the price of the order, with a minimum charge of $25.00 unless noted differently on Product discount sheets.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than $50,000.00.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

Terms of payment for orders exceeding $50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances
If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment
If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight
Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced
Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed
Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed
At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing
Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss
Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage
Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection
Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of $2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for $500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders
For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval
Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal
When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products
Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products
If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products
If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services
Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies
Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos
Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation
Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products
Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices
Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Majeure
Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Liquidated Damages
Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement
Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA
Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability
THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

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BID FORM

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This Bid is submitted by: Avail Switchgear Systems

Bid Form

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
NA	NA

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting

of anything of value likely to influence the action of a public official in the bidding process.

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels.

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents including **Allowance No. 1**, as stipulated in the below documents for required scope changes for the following price(s):

Lump Sum Bid Price: $ 2,043,000

SCHEDULE GUARANTEES

Drawing Submittal: 140 Calendar days from ARO
Assembly Complete: See proposal letter Calendar days from ARO
Factory Testing Complete: See proposal letter Calendar days from ARO
Delivery; Shall be Received by: 07/31/2025

EQUIPMENT DETAILS

Manufacturer: Avail Switchgear Systems
Total Weight: ~ 100,000 lbs.

5.02 **Allowances**

A. General

1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.

2. Once the owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid.

2. **Allowance No. 1** – include the stipulated sum of **$100,000.00** for required scope change in the project.

5.03 It is understood and agreed by the undersigned that the Municipal Utility reserves the unrestricted privilege to reject the foregoing proposal indicated above and which the Municipality may consider excessive or unreasonable; to accept such proposal which it may consider fair and reasonable.

The lump sum of the proposal shall be the basis for establishing the amount of the performance bond and for comparison of bids.

The above delivery dates and times are to be filled in by the bidder before submitting his proposal.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the work will be substantially complete on or before date specified in 5.01 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after date specified in 5.01.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Affidavit of Non-Collusion

B. Bidder's Qualifications

C. List of Proposed Major Suppliers

D. List of Project References

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 If the Bidder is a Corporation:

Corporation Name: _____

State of Incorporation: _____

Type: _____
(General Business, Professional, Service, Other)

Signature: _____
(Signature – attach evidence of authority to sign)

Name: _____

Title: _____

(Corporate Seal)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

_____

_____

Phone: _____

Email Address: _____

9.02 If the Bidder is a Limited Liability Company (LLC):

LLC Name: AIS Holding Company, LLC

State in which organized: Georgia

Signature: Jacob Brune

(Signature – attach evidence of authority to sign)

Name: Jacob Brune

Title: Sales Engineer

Business Address: 560 Horizon Drive
Suite 100
Suwanee, GA 30024

Phone: 573.592.1219

Email: jacob.brune@availinfra.com

END OF SECTION

BID BOND

PENAL SUM FORM

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER

Name: Central Electric Manufacturing Co dba Avail Switchgear Systems
Address: 7911 Old US Highway 54 Fulton, MO 65251

SURETY (Name and Address of Principal Place of Business)

Name: Travelers Casualty and Surety Company of America
Address: One Tower Square, Hartford, CT 06183

OWNER

Name: **Village of Rantoul, IL**
Address: **333 South Tanner Street, Rantoul, IL 61866**

BID

Bid Due Date: **11/02/2023**

Project: **Village of Rantoul; Prospect Substation Upgrades - Switchgear Purchase**

BOND

Bond Number: Bid Bond
Date: 11/02/2023
(Not later than Bid due date)

Penal Sum: Five Percent of Amount Bid *(Words)* — $ 5% of Amount Bid *(Figures)*

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Central Electric Manufacturing Co
dba Avail Switchgear Systems *(Seal)*

Bidder's Name and Corporate Seal

By: _____
Signature and Title VP Finance

Attest: _____
Signature and Title Loan Mai, Witness

SURETY

Travelers Casualty and Surety Company of America *(Seal)*

Surety's Name and Corporate Seal

By: _____
Signature and Title Abigail E. Curtiss, Attorney-In-Fact
(Attach Power of Attorney)

Attest: _____
Signature and Title Dana Wium, Witness

Note: Above addresses are to be used for giving required notice.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ABIGAIL E CURTISS** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 02 day of November , 2023 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF Missouri

COUNTY OF Callaway

Jacob Brune, being first duly sworn, deposes and says that he is Sales Engineer * ~~(sole owner, partner, president, secretary,~~ etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: Jacob Brune

Title: Sales Engineer

Subscribed and sworn to before me this 26 day of October 20 23

Seal of Notary:

Notary Public

LORETTA LYNN TAYLOR
Notary Public, Notary Seal
State of Missouri
Audrain County
Commission # 15659657
My Commission Expires 10-21-2027

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

SECTION 00420

Qualifications

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Appointment of Counsel

B. Pre-qualifications

C. Bidder's Qualifications

D. Certifications

E. References

F. Signatures

1.2 AWARD OF BID

A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.

B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.1 APPOINTMENT OF COUNSEL – NON-RESIDENT

A. Bidder has appointed None, whose address is 7911 Old US Highway 54, Fulton, MO 65251, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.2 PRE-QUALIFICATION

A. Failure of Bidder to meet the Pre-qualification requirements as stated in

the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.3 BIDDER'S QUALIFICATIONS

A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.

B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.

C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.

D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.

E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.4 CERTIFICATIONS

A. The Bidder certifies the following as required by law:

1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.

2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

___ Corporation
_√_ Limited Liability Company
___ Not-for-Profit Corporation
___ Tax Exempt Organization (IRC 501 (a) only)

2.5 REFERENCES

A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.

B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.

C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.6 SIGNATURES

Firm Name: AIS Holding Company LLC

Federal Taxpayer Identification Number: 88-2202150

By: Jacob Brune, Jacob Brune

Title: Sales Engineer

By: JAKE MYERS

Title: SALES MANAGER

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION *NOT USED*

END OF SECTION

Switchgear Spec, Section 2.4.E: The proposed breakers come with wheel kits, so the lifting truck and yoke are not required.

Switchgear Spec, Section 2.10: Clarification that SCADA cabinet and system is not currently in scope of supply of switchgear manufacturer. SCADA to be provided by buyer to integrate into Avail's switchgear.

COMMERCIAL SECTION

Avail Switchgear Systems Proposal No. 23-10-16-01

1. Unless otherwise noted, this quotation is per the Avail Standard Terms and Conditions of sale, dated 11/10/10, Rev. 0 attached and made part of our proposal and price.

2. Resulting orders shall be addressed as follows:

   Avail Switchgear Systems
   7911 Old US Hwy 54
   Fulton, MO 65251

3. Our warranty covers a period of twelve (12) months from date of energization or eighteen (18) months from date of shipment, whichever occurs first or other period of time as agreed to in the purchase order. No in-and-out charges nor consequential damages are covered. Avail indemnifies for our gross negligence and willful misconduct only, throughout the warranty period. Indemnification is capped for the amount of the purchase order only.

4. No sales taxes, use taxes, duties or other fees, unless otherwise noted, are included in the prices quoted. Consequently, in addition to the purchase price, the amount of any present or future taxes, duties or fees must be paid by the purchaser.

5. Should the Purchaser request that Avail delay shipment, once manufacturing and testing are completed, Avail will store such equipment, subject to the following conditions:

   a. Upon completion, the Purchaser will allow Avail to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.

   b. Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued.

   c. Purchaser agrees to pay Avail applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.

   d. Purchaser agrees to accept and sign a Bill & Hold Agreement that includes items a) through c) above.

6. Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a Purchaser-caused delay, Avail will make every effort to reschedule the job into the first available opening in our shop schedule which best meets the Purchaser's needs.

7. Our proposal price includes FOB Destination, with motor freight prepaid and allowed to the first designated delivery point. It will be the Buyer's sole responsibility to guarantee that field conditions are adequate to permit unobstructed motor freight access to the first designated delivery point. If unforeseen field conditions, or errors or omissions in the information supplied to Seller, with or without the Seller's aid, require additional handling and equipment to proceed to the first designated delivery point, the resulting additional costs will be assumed and paid by the Buyer. Should a Bill & Hold Agreement become necessary, as outlined in item 4 above, the terms will become FOB Factory with motor freight prepaid and added at actual cost.

8. Avail is a diverse manufacturer with a number of facilities focused solely on supplying custom electrical equipment enclosures. Avail will manufacture complete switchgear at one of the Switchgear Systems facilities. These are located in Fulton, MO, Oshkosh, WI, and Houston, TX. Avail may elect to utilize additional Avail facilities for manufacturing the enclosure. Avail will provide notification of final assembly and enclosure manufacturing location within four weeks after receipt of a purchase order.

9. Buyer acknowledges and agrees with the issue of a Purchase Order, that Avail shall not be liable in any way for delay in delivery of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the buyer, buyer's failure to have the site ready, or any other event beyond Avail's reasonable control and that Avail shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Buyer also acknowledges any force majeure demur charges shall be the responsibility of the Buyer.

10. This proposal is valid for 60 days.

11. Prices are firm for quoted shipment.

TECHNICAL SECTION

Avail Switchgear Systems Proposal No. 23-10-16-01

1. Equipment offered will be designed and manufactured to appropriate ANSI, IEEE, and NEMA Standards.
2. All equipment will be tested in accordance with applicable ANSI production test standards prior to shipment. The Purchaser, or his designee, is welcome to inspect equipment prior to shipment at no additional cost.
3. Unless specified elsewhere in our proposal, no special, non-standard or other design tests have been included in our proposal.
4. We have not included any short circuit, relay coordination, or other system studies in our proposal.
5. No seismic calculations or seismic testing for the equipment proposed has been included. However, the equipment will be designed and manufactured for installation in the seismic zone that has been specified.
6. We have enclosed a preliminary BOM covering the equipment we are offering. Please review this information to confirm that we have interpreted your requirements accurately. Please note that this information is not intended to be all-inclusive, nor exclusive to what may be required to meet your specifications. The intent of our proposal is to comply with all of your specification requirements. The only exception to this would be any items that we may have specifically listed herein as not conforming to your specification.
7. Equipment will be painted per attached Avail paint standards. Our painting methods are in full compliance with current EPA and OSHA requirements.
8. It is our intent to comply with all ANSI and NEMA standards, as well as federal laws and regulations that apply to the equipment proposed herein. We are also willing to comply with any local laws or other regulations that may apply to the proposed equipment. However, it is the responsibility of the Purchaser to advise Avail what these laws and regulations are, in writing, prior to order entry.

Domestic Field Engineering Rate Schedule

Service Type	Straight Time	Overtime & Saturdays	Sundays & Holidays
Technician	$236.00/Hour	$354.00/Hour	$472.00/Hour
Engineer	$264.00/Hour	$396.00/Hour	$528.00/Hour

Straight Time is defined as time worked on a regular schedule of eight hours between 7:00AM and 6:00PM, Monday through Friday.

Overtime is defined as work performed in excess of eight hours or at times other than the regular Straight Time schedule, Monday through Friday.

Holidays are days that are scheduled as holidays for Avail personnel.

Travel time will be invoiced at the Straight Time rate for each hour of travel to and from the work site during any day of the week. Time is calculated portal to portal.

Minimum billing will be four (4) hours on any day that service is rendered. Fractions of an hour worked will be treated as whole hours.

Travel, living and incidental expenses will be invoiced at actual cost plus a 10% handling charge. Parts supplied or used will be invoiced at the prevailing price for such parts. Rental of equipment needed to perform the work will be invoiced at cost plus a 10% handling charge.

All field engineering work performed by Avail Switchgear Systems personnel is fully warranted and guaranteed.

A two (2) week advance notice for scheduling of field service is required, except in cases of emergency.

Payment for field engineering work is due and payable upon receipt of Avail Switchgear Systems invoice and support documentation.

Buyer acknowledges and agrees with the issue of a Purchase Order, that Avail shall not be liable in any way for delay in unloading, rigging, install and assembly of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the Buyer, Buyer's failure to provide unimpeded site access, or any other event beyond Avail's reasonable control and that Avail shall be excused, discharged and released of performance to the extent such performance is limited or prevented without liability for damages of any kind.

Domestic Field Engineering Rate Schedule

If Avail Switchgear Systems Field Personnel are at the work site and available to work, but are prevented from performing work through no fault of their own, such time will invoiced as if they had been working.

Any and all safety or other training required by Avail personnel before and during access to on-site service work that requires additional time (not communicated to Seller initially) shall be billed to the Buyer as an additional expense.

Avail Switchgear Systems Paint Procedures

1. All items to be painted are prepped using either mechanical or chemical methods (Phosphate wash for applicable metals) to properly prep the surface for paint adhesion. This prepping is followed by a wash of hot water to remove any excess debris or chemicals.
2. After the enclosure is completely air dried, it is moved into the paint booth. Rust or build-up of debris or left over chemicals will be inspected for and will be removed prior to painting.
3. Avail Switchgear Systems' standard enclosure undercoating is a single component rubber coating. The undercoating is thermally stable, and provides excellent resistance to humidity and corrosive environments.
4. Avail Switchgear Systems' standard primer is a two component epoxy primer. This is a high solids primer with an excellent balance of hardness, flexibility, and toughness. This coating is applied to a minimum Dry Film Thickness (DFT) of 1.5 on all exterior surfaces per manufacturer recommendation.
5. Avail Switchgear Systems' standard top coat is a high-solid, high-film build, two component polyurethane paint. The top coat is applied to a minimum DFT of 1.5 on all surfaces per manufacturer recommendation.
6. Avail Switchgear Systems' standard interior paint is a direct to metal, high solid, high-film build, two component polyurethane paint. This coating is applied to a minimum Dry Film Thickness of 2 mils per manufacturer recommendation.
7. The painted surfaces are allowed to dry, after which a paint inspection is performed to check for a quality finish to ensure uniformity and smoothness. The Dry Film Thickness is measured using an electronic type magnetic paint gauge. For exterior surfaces, a DFT of 3 mils is required (1.5 for primer and 1.5 for top coat). For interior surfaces a DFT of 2 mils is required.
8. Avail Switchgear Systems' exterior finishes have been successfully tested in accordance with ASTM B117 and IEEE std. C37.20.2 and ensures that test samples prepared in accordance with this procedure undergo a total of 2000 hours for salt spray testing.
9. Avail Switchgear Systems' standard floor coating is a two component epoxy that is direct to metal, high solid, high-film build. The system is applied to a mechanically profiled surface to promote adhesion for heavier traffic and heavier equipment.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AVAIL REFERENCE REDLINES

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

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STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.

3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.

6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

8. *Buyer*—The individual or entity purchasing the Goods and Special Services.

9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the

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Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.

14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.

15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.

16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

17. *Engineer*—The individual or entity designated as such in the Agreement.

18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.

19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.

21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and

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Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.

24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.

25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.

26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.

27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.

28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.

29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

30. *Seller*—The individual or entity furnishing the Goods and Special Services.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.

32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.

33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as

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applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.

35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

1. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

2. *Intent of Certain Terms or Adjectives:*

    1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

    2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that fail to conform to the Contract Documents.

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3. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.

4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.

3. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 Evidence of Insurance

A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 Copies of Documents

A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.05 Designated Representatives

A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 Progress Schedule

A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.

B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 Preliminary Conference

A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 Safety

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

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B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 Standards, Specifications, Codes, Laws and Regulations

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. *Seller's Review of Contract Documents Before the Performance of the Contract*: Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.

2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services

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affected thereby until an amendment to or clarification of the Contract Documents has been issued.

3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Clarifying Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.

B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.

C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or

3. Engineer's written interpretation or clarification.

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ARTICLE 4 – BONDS AND INSURANCE

4.01 Bonds

A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 Insurance

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.

D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.

~~E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.~~

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4.03 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 – SELLER'S RESPONSIBILITIES

5.01 Supervision and Superintendence

A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 Labor, Materials and Equipment

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.

B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop assembled to the greatest extent practicable.

5.03 Laws and Regulations

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

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B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 Or Equals

A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyerfor Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:

a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole;
3) it has an acceptable record of performance and availability of responsive service; and

b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed

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item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 Taxes

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 Shop Drawings and Samples

A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:

   a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

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b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.

3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples.

2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.

3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. Resubmittal Procedures:

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

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5.07 Continuing Performance

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 Seller's Warranties and Guarantees

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance, provided Buyer is in compliance with its payment obligations herein. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed, provided Buyer is in compliance with its payment obligations herein.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B. However, that this warranty shall terminate on the date twelve (12) months from the date of shipment. In the event any service supplied or product sold hereunder manufactured by the SELLER is defective due to workmanship or material, the SELLER agrees for a period of twelve (12) months from the date of shipment, at its option, to correct such non-conformity or replace such defective part or product. The agreement, however, is upon condition that the BUYER promptly notifies the SELLER in writing of any claim in this respect, setting forth in detail any such claimed defect and that the SELLER be afforded a reasonable opportunity to examine the product and to investigate the claimed defect.

EXCEPT AS EXPRESSLY STATED HEREIN, ALL WARRANTIES OF SELLER AND ITS AFFILIATES, WHETHER WRITTEN, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL REPRESENTATIONS, GUARANTEES, PROMISES, DESCRIPTIONS AND SAMPLES FROM SELLER OR ITS AFFILIATES OF, OR PERTAINING TO, QUALITY, COMPOSITION, CHARACTERISTICS, ENVIRONMENTAL OR HUMAN SAFETY OR HAZARD OR HEALTH AFFECTS, PERFORMANCE OR LIKE MATTERS RELATING TO THE PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER ARE HERBY EXPRESSLY DISCLAIMED AND EXCLUDED. WITHOUT LIMITATION OF THE FOREGOING SENTENCE, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

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~~B.~~C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or

2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

~~C.~~D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;

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2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer;

4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;

5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;

6. any inspection, test or approval by others; or

7. any correction of non-conforming Goods and Special Services by Buyer.

~~D.~~E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

~~E.~~F. Seller makes no implied warranties under this Contract.

5.09 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to ~~the~~ Seller's performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), ~~including the loss of use resulting therefrom~~, but only to the extent cause by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

B. ~~In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts~~.

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C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 Delegation of Professional Design Services

A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.

E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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ARTICLE 6 – SHIPPING AND DELIVERY

6.01 Shipping

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 Delivery

A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.

B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.

E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 Risk of Loss

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

~~B.~~ Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming and the Goods have not been off loaded, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. ~~If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.~~

6.04 Progress Schedule

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.

1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

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2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 – CHANGES: SCHEDULE AND DELAY

7.01 Changes in the Goods and Special Services

A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).

B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.

C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 Changing Contract Price or Contract Times

A. The Contract Price or Contract Times may only be changed by a Change Order.

B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.

C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.

D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of

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Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller unless such delays are as a result of 7.02.F.

E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.

F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 – BUYER'S RIGHTS

8.01 Inspections and Testing

A. General:

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses ~~of such inspections and testing, and~~ of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.

6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or

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testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.

3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.

2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 Non-Conforming Goods and Special Services

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services,

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or~~, if Goods are rejected by Buyer~~, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

~~B. Buyer's Rejection of Non-Conforming Goods:~~

~~1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.~~

~~2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.~~

~~3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.~~

~~C.~~B. Remedying Non-Conforming Goods and Special Services:

1. If ~~Buyer elects to permit the~~ Seller ~~to~~elects to ~~-~~modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

~~D.~~C. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall reduce the contract price ~~accordingly~~as agreed upon by both parties ~~bear all reasonable costs, losses, and damages~~ for ~~attributable to Buyer's evaluation of and determination to accept~~ such non-conforming Goods ~~as provided in Paragraph 8.02.E~~.

~~E.~~D. Seller shall pay ~~all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include~~ the costs of the correction or removal and replacement of the non-conforming Goods ~~and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods~~, and obtaining conforming Special Services from others.

~~*F. Buyer's Rejection of Conforming Goods:*~~

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~~If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.~~

8.03 Correction Period

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, however, in no event shall the correction period exceed eighteen(18) months from the date of shipment, or for such longer period of time as may be prescribed by Laws or Regulations ~~or by the terms of any specific provisions of the Contract Documents~~.

ARTICLE 9 – ROLE OF ENGINEER

9.01 Duties and Responsibilities

A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require

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special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 Decisions on Requirements of Contract Documents

A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.

B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) ~~will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter~~.

9.06 Claims and Disputes

A. *Notice*: Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.

B. *Engineer's Decision*: Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 930 days after it is issued unless within 930 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.

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E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.

G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 Applications for Progress Payments

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.

1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.

2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to

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recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.

2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 Amount and Timing of Progress Payments

A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

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10.04 Suspension of or Reduction in Payment

A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 Final Application for Payment

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 Final Payment

~~A.~~ If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

Engineer's recommendation for final payment shall not be withheld beyond 90 days after receipt of the equipment as long as all non-conformities brought forth during that time frame have been resolved.

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10.07 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 – CANCELLATION, SUSPENSION, AND TERMINATION

11.01 Cancellation

A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 Suspension of Performance by Buyer

A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 Suspension of Performance by Seller

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,

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2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 Breach and Termination

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:

a. wrongful rejection or revocation of Buyer's acceptance of the Goods,

b. failure to make payments in accordance with the Contract Documents, or

c. wrongful repudiation of the Contract.

2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:

a. ~~failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents~~,

b. wrongful repudiation of the Contract, or

c. ~~delivery or furnishing of non-conforming Goods and Special Services~~.

2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

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a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 – LICENSES AND FEES

12.01 Intellectual Property and License Fees

A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.

B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments actually incurred (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.

B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.

C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.

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2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 Buyer's Infringement

A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments actually incurred (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).

B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.

C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 Reuse of Documents

A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition

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will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied uponare limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 – DISPUTE RESOLUTION

13.01 Dispute Resolution Method

A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referencedabove.

C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:

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1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 – MISCELLANEOUS

14.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 Controlling Law

A. This Contract is to be governed by the law of the state in which the Point of Destination is located.

B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 Computation of Time

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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14.05 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.06 Entire Agreement

A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15. *Limitation of Liability*

A. The total aggregate liability of Seller to Buyer for any reason and for all claims of any kind, whether based on breach of contract, breach of warranty, tort (including negligence), indemnity, strict liability or otherwise, arising out of or in connection with the performance or non-performance of this Agreement, shall not exceed the total amount paid by Buyer to Seller under this Agreement.

B. To the fullest extent permitted by law, neither party shall be liable to the other for any consequential, indirect, or special damages they incur resulting from the performance and/or non-performance of this Contract.

C. The Parties intend that any liability subject to indemnification or contribution pursuant to this Agreement shall be net of any insurance proceeds, indemnification payments, contribution payments or reimbursements actually received by, or paid to, Subcontractor, Subcontractor's surety, Contractor, Owner and/or other indemnified party with respect to such liabilities or any of the circumstances giving rise thereto.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJCDC P-700 (2010 Edition), and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-4.01 Change Paragraph A:

A. Payment bond is not required.

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located~~, including loss of use resulting therefrom~~; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and [*Here list by name, (not Project role) other persons or entities to be included on policy as additional insureds*] all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-4.02.I will so provide);

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and

8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.

H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.F.1 and F.2:

a.	State:	Statutory
b.	Applicable Federal (e.g., Longshoreman's):	Statutory
c.	Employer's Liability:	$1,500,000.00

2. Seller's General Liability under Paragraphs SC-4.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

a.	General Aggregate		$1,500,000.00
b.	Products - Completed		
	1)	Operations Aggregate	$1,500,000.00
c.	Personal and Advertising		
	1)	Injury	$1,500,000.00
	2)	Each Occurrence (Bodily Injury and Property Damage)	$1,500,000.00

d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

e. Excess or Umbrella Liability
   1) General Aggregate $5,000,000.00
   2) Each Occurrence $5,000,000.00

3. Automobile Liability under Paragraph SC-4.02.F.6:

   a. Bodily Injury:
      1) Each person $15,000.00
      2) Each Accident $1,500,000.00

   b. Property Damage:
      1) Each Accident $1,500,000.00
      2) Combined Single Limit of $1,500,000.00

4. Professional Liability (if professional services have been delegated to Seller pursuant to Paragraph 5.10): $1,500,000.00

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

SC-5.05 Add the following new paragraph immediately after Paragraph 5.05A:

B. Owner is exempt from payment of sales and local options taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.E:

F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.

G. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller.

Other Provisions

1.01 Prevailing Wage Requirements

A. This project is subject to the requirements of the "Wages of Employees on Public works (Prevailing Wage) Act."

Avail Switchgear Systems Cancellation Policy

An order or a contract may be cancelled by the purchaser only upon written notice and upon payment to the Company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include any unrecoverable cost incurred by Avail. In addition, a one-time charge will be made to compensate for lost profits, disruptions in scheduling, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one-time charge is acceptable and proper. Total cancellation charges will be calculated using the following cancellation schedule:

Cancellation Schedule:

$1,000 - Order received and entered into system, work not started
10% - Upon release for Engineering
15% - Mechanical drawings submitted for review
25% - Electrical drawings submitted for review
65% - Approval of Bill of Material and Release to Purchase
100% - Release for manufacturing

The percent values listed above represent a percentage of the total contract value.

Cancellation costs will be due and payable within thirty days (30) of submittal of a proper invoice for such costs. Any amounts not paid within thirty days will be subject to late charges of one percent (1%) per month for each fraction of a month that payment is received late at Avail.

Avail Switchgear Systems Escalation Policy

Prices in this proposal have been determined without contingency for material price escalation. Avail continually partners with suppliers to keep costs down; however, volatile markets occasionally result in drastic increases to our operating costs due to the strains they place on the supply chain. This proposal assumes that Avail will have a right to equitably adjust the proposal pricing when it is significantly impacted by material price escalation.

To provide a simple mechanism to determining the impact of escalation to the proposal price, Avail will use the following Producer Price Index from the U.S. Bureau of Labor Statistics:
Electrical Equipment Manufacturing [PCU3353133531], retrieved from FRED, Federal Reserve Bank of St. Louis; https://fred.stlouisfed.org/series/PCU3353133531

In the event of an index increase greater than three percent (3%) occurring between the time a proposal is submitted to the month prior to shipping, an adjustment may be applied.

Switchgear Systems

7911 OLD US Hwy 54
Fulton MO, 65251

Ph: (573)642-6811
Fax: (573)642-6844

AVAIL™ Switchgear Systems

PRODUCTION TEST REPORT

REF: IEEE C37.20.2-2015 AND AVAIL SWITCHGEAR SYSTEMS STANDARD PROCEDURES

CUSTOMER:	**JOB:**
CUSTOMER P.O. #:	**DATE:**
PROJECT ENGINEER:	**INSPECTOR:**

		TEST	RETEST		COMMENTS
		Initial	Initial	N A	
1	REVIEW ENGINEERING SPEC. SHEET				
2	CHECK BOM & PRINT REVISION LEVELS				
3	CHECK BOM AGAINST INSTALLED MATERIAL				
	MATERIAL				
4	LIST SPARE ITEMS				4 [ ] SEE SEPARATE SHEET
5	CHECK CRITICAL DIMENSIONS TO PRINT				
6	GENERAL APPEARANCE				
7	DHV SIGNS - ETC.				
8	CUSTOMER STENCILING				
9	STENCILING PHASE NO'S.				
10	PAINT				10 [ ] Color Dry Mil Thickness
11	NAMEPLATES				Mils_____
12	PRINT/FUSE POCKET				
13	BUS ROUTING AND SUPPORT SPACING				
14	BUS PHASING				
15	POTENTIAL & CONTROL XFORMER VOLTAGE				
	& HIGH SIDE CONNECTIONS				
16	CONTROL BREAKER SIZES				
17	CONTROL WIRING INSULATION				
	IEEE C37.20.2-2015; 6.3.4.2				
18	FUSE SIZES (HV & LV)				
19	ILLUMINATION LIGHTS				
20	HEATER VOLTAGE and placement				
21	MECHANICAL/KEY INTERLOCKS				
	IEEE C37.20.2-2015; 6.3.2				
22	MECHANICAL OPERATION-BREAKER				
	BREAKER ELEMENT, SHUTTERS, ETC.				
	IEEE C37.20.2-2015; 6.3.2				
23	SWITCH OPERATION				
	IEEE C37.20.2-2015; 6.3.2				
	AND IEEE C37.20.2-2015; 6.3.4				
24	METER & RELAY OPERATION				
	IEEE C37.20.2-2015; 6.3.4				
25	FIBER OPTICS TESTED				
26	TEST SOFTWARE				
	VERIFIED				
27	LUGS AND TERMINATIONS				
28	DIELECTRIC TEST				28
	IEEE C37.20.2-2015; 6.3.1				
29	PHOTOGRAPHS				
30	RECORD HV BREAKER SERIAL #'S				30
31	CHECK GROUNDS				

ABS Quality Evaluations

Certificate Of Conformance

This is to certify that the Quality Management System of:

Avail Infrastructure Solutions

7911 Old U.S. Highway 54
Fulton, MO 65251
U.S.A.

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

ISO 9001:2015

The Quality Management System is applicable to:

DESIGN AND MANUFACTURE OF ELECTRICAL SWITCHGEAR

This certificate may be found on the ABS QE Website (www.abs-qe.com). For certificates issued in the People's Republic of China information may also be verified on the CNCA website (www.cnca.gov.cn).

Certificate No:	30642
Certification Date:	28 July 2009
Effective Date:	19 April 2023
Expiration Date:	25 July 2024
Revision Date:	19 April 2023

Dominic Townsend, President

Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt,written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

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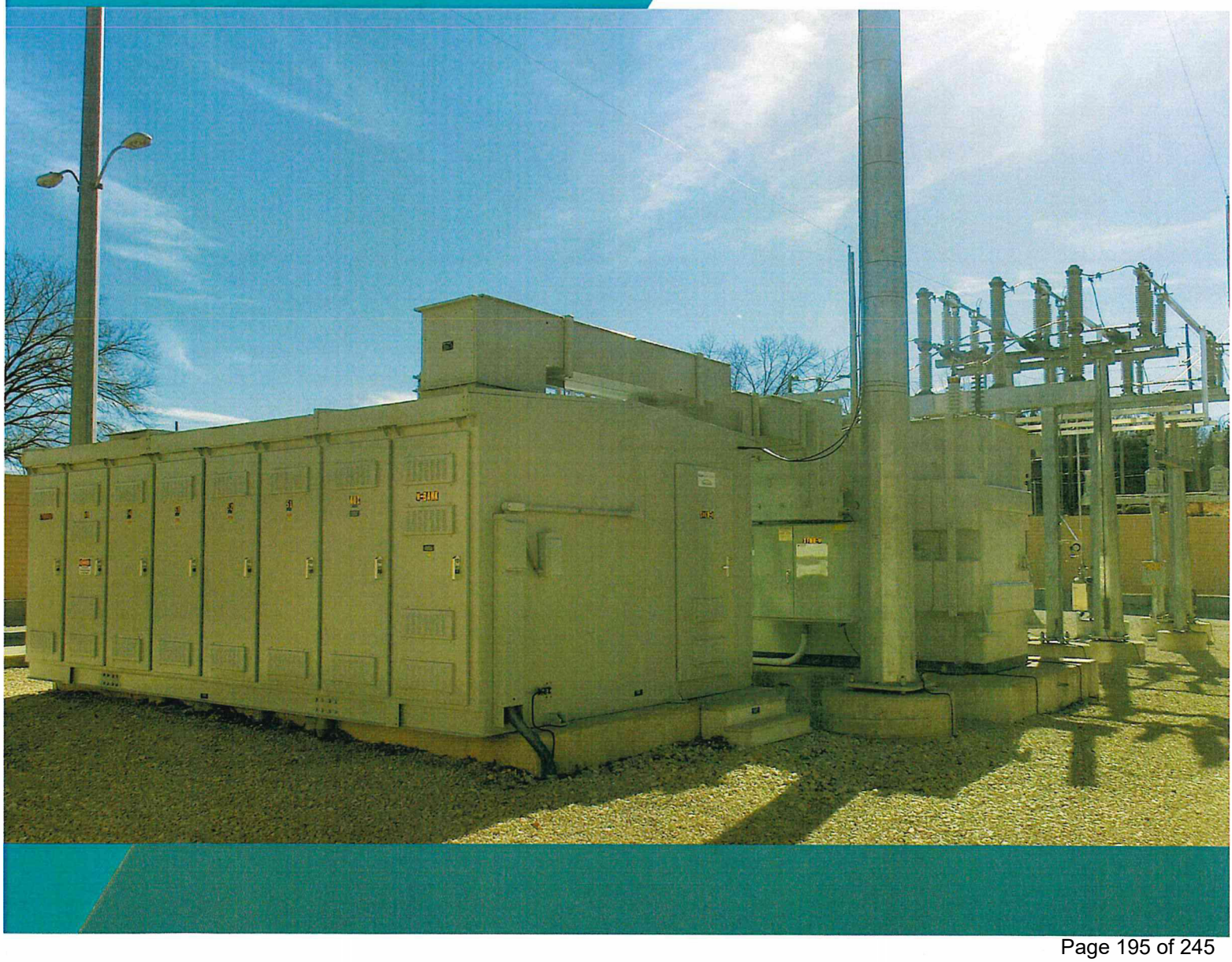
Medium Voltage Switchgear

PowerAisle II is built for strength and safety

AVAIL™
Switchgear Systems



Reliable, durable and completely customizable

Metal-clad substations afford utilities many advantages over open-air substation designs, including a smaller footprint and generally more protection and security. No matter if the application is part of a large substation or a microgrid, Avail Switchgear Systems can provide metal-clad PowerAisle II® switchgear that gets the job done. Every PowerAisle II switchgear is custom-designed, fully assembled and tested in our factory. Our metal-clad switchgear is available for indoor or outdoor applications and an excellent choice for safe, reliable performance.

Rugged and enduring construction

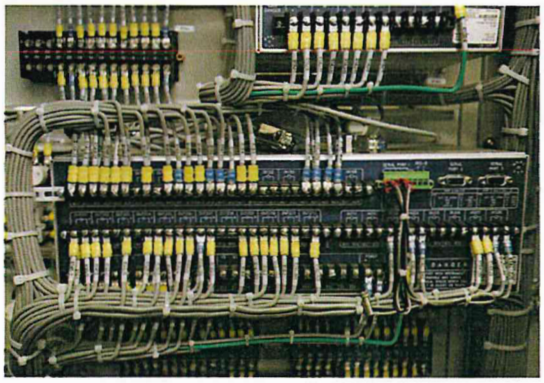
Avail's Power Aisle II switchgear was designed with durability in mind for the utility, commercial, and industrial markets. The double-walled construction between compartments ensures the flexibility to remove and replace a vertical section, as well as maintain structural integrity for the life of the product. With a uniform coating providing maximum chemical, corrosion and heat resistance, our fluidized epoxy-coated bus is designed for longevity. Our paint process utilizes an epoxy primer and polyurethane top coat, applied in an electrostatic process to provide maximum protection against corrosion. From our outdoor enclosure to the last interior component, Power Aisle II is designed for long product life, no matter the application.

Safety is our priority

Avail PowerAisle II switchgear has earned a reputation for delivering superior performance without sacrificing safety. Among the arc mitigation features available on PowerAisle II are:

- Remote racking of circuit breakers, PT drawers and CPT fuse drawers
- Remote mounting/isolation of relays and controls
- Use of quick trip (3 cycle) circuit breakers
- Installation of arc mitigating relays with light and current sensors

Our Field Services Team provides unmatched service and experience



The installation of our customized wiring sets the industry standard for quality and efficiency

Standard Features

Avail PowerAisle II switchgear offers a range of superior features all designed to fit your specific requirements. The range of benefits include:

- **Ready to go** – Completely wired and tested at the factory prior to shipment.
- **Ratings** – 5 - 38kV designs for all medium voltage applications.
- **Flexibility** – Custom-engineered design can integrate any manufacturer's circuit breaker, accommodates a wide range of relay & communication systems, and allows for seamless relay panel integration
- **Connectivity** – Our designs incorporate Ethernet, SCADA, RF or other communications methods to keep utility personnel in control of their substations.
- **Localized construction** – All designs meet seismic and wind load requirements for each unique destination by zip code.
- **Fully expandable** – Removable end walls, double-doors, and transoms above doors are all available to allow for future growth
- **Smart Grid Compatible** – When applicable, installation and design meets IEC 61850 standards.
- **Security** – Outdoor metal-clad switchgear substations are fully enclosed, offering protection to equipment and utility personnel against the elements. Access doors are robust and locked for protection against intrusion, while non-discrete exteriors discourage potential assaults on infrastructure assets.
- **Maintenance Friendly** – Externally mounted galvannealed steel ventilation covers allow replacement of filters without opening doors of HV cable compartments for added protection against arc-flash. Fully welded roof and wall seams eliminate the potential for leaks, rodents, and other contaminants.
- **Customized for delivery** – Shipping configurations to meet customer need – minimum shipping splits, or one-piece shipments to eliminate the challenge of on-site assembly.
- **Tested** – Compliance with IEEE, ANSI and NEC standards. Each outdoor substation is fully assembled and tested inside our factory before being prepared for shipment. Customers are always welcome for inspection visits at our facility.
  - – Basic impulse level testing
  - – Partial discharge testing on switchgear up to 38kV class
  - – Continuous current testing

Fully certified Arc-Resistant Metal-Clad Switchgear designs available as well.

ISO 9001:2015

AVAIL™
Switchgear Systems

availinfra.com/switchgear-systems

7911 Old US Highway 54
Fulton, MO 65251
Phone: (573) 642-6811

6100 Romona Blvd.
Houston, TX 77086
Phone: (281) 506-3600

3110 Progress Drive
Oshkosh, WI 54901
Phone: (920) 232-8888

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Metal Enclosed Products

Design. Build. Deliver. Efficient and effective integration.

AVAIL™
Switchgear Systems

Integrated manufacturing capability for both standard and custom solutions

Avail Switchgear Systems coordinates a turnkey manufacturing process, communicating and ensuring accurate and timely design/engineering, component selection, fabrication, testing and installation.

Design

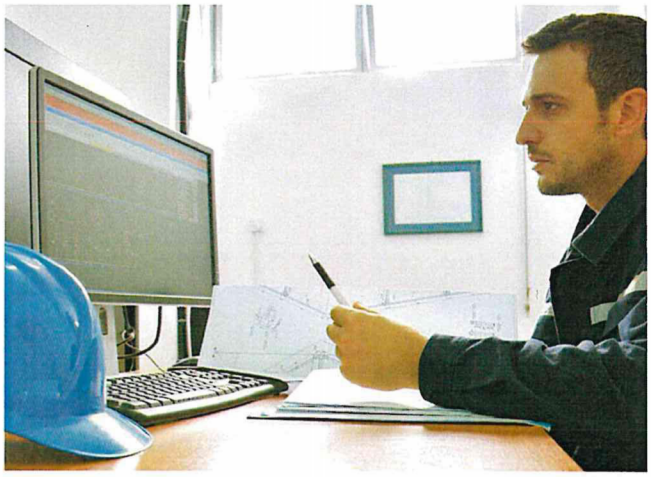
Avail's team of electrical-mechanical designers and engineers bring engineering depth, industry expertise, and broad in-house capabilities. Whether you are planning for a new facility, upgrading an existing one, or retrofitting your current power transmission, distribution or quality system, We will work with you to find a value-oriented solution.

Build

Our commitment to building better products begins with high-quality materials and continues through the integrated manufacturing process. We fabricate, weld, paint, assemble, test and re-test, all in our manufacturing facility. This keeps the entire process flexible—allowing you to choose the components you want and allowing us to manufacture off-the-shelf and custom power solutions to meet your specifications and deadlines.

Deliver

The value of our integrated manufacturing process and sophisticated Quality Control System becomes most apparent at installation. Avail's products are designed and built with installation in mind. Our innovative designs lead to reduced shipping splits and shorter assembly times. Meticulous testing programs provide reduced installation time and reduced expense on-site.



Substation products

Metal Clad Switchgear

- All welded construction
- 5–38 kV
- 1200 to 3000 amp
- Custom design
- Stainless steel main bus shroud
- Base undercoating for added protection
- Heavy duty structural channel base
- Indoor or outdoor construction, aisle options available

Standard Metal Clad Switchgear (1-H & 2-H)			
Rated Maximum Voltage (kV)	BIL (kV)	Max. Continuous Current (A)	Short-Circuit Rating (kA)
5	60	1200	25 31.5, 40 50 & 63kA
		2000	
		3000/4000A FC*	
15	95	1200	25 31.5, 40 50 & 63kA
		2000	
		3000/4000A FC*	
27	125	1200	25 & 40
		2000	
		2750	
38	150	1200	25 & 40
		2000	
		3000 FC*	

** FC denotes forced cooling.*

Metal Enclosed Switchgear

- All welded construction
- 5–38 kV
- Up to 1200 amp loadbreak
- Up to 4000 amp non-loadbreak
- Custom design
- Base undercoating for added protection
- Heavy duty structural channel base
- Indoor or outdoor construction, aisle options available

Metal Enclosed & Hybrid Switchgear			
Rated Maximum Voltage (kV)	BIL (kV)	Max. Continuous Current* (A)	Short-Circuit Rating** (kA)
5	60	1200 Loadbreak	25kA & 40kA
		4000A Non-Loadbreak	
15	95	1200 Loadbreak	25kA & 40kA
		4000A Non-Loadbreak	
25	125	1200 Loadbreak	25kA & 40kA
		2000A Non-Loadbreak	
35	150	600 Loadbreak	25kA & 40kA
		1200A Non-Loadbreak	

** Nominal switch ratings. Integrated switchgear unit may be limited by bus ratings.*
*** Nominal switch ratings. Integrated switchgear unit may be limited by fuse ratings.*

A commitment to quality from beginning to end

We manufacture to our customer's needs. Our business model is built around customization and flexibility through a fully integrated manufacturing process for the utility, renewable, commercial and industrial markets. Our meticulous Quality Control System ensures Avail equipment is installation-ready upon delivery. Our commitment to quality translates into long-term value for you.

Manufacturing efficient and effective solutions

Our 50,000 square-foot office and manufacturing facility in Oshkosh, WI was custom-built to maintain diversity of products and flexibility. It was designed specifically to accommodate Avail's fully-integrated manufacturing process. Our location provides fast, cost-effective access to the interstate highway system, rail systems, and international airports.

Capabilities

- Welding: 8 bays all welders AWS Certified
- Overhead crane operations
- Metals offered: mild steel, galvanneal steel, aluminum, stainless steel (3 grades)
- Laser cutting capabilities
- Turret punch capabilities
- Large capacity overhead doors
- Shearing capabilities
- Forming capabilities
- Gang drilling, drill presses
- Full paint capability to include:
  - C57.12.28 Standard
  - C57.12.29 Coastal

AVAIL™
Switchgear Systems

availinfra.com/switchgear-systems

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BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Authorize the Purchase of a Three-Phase 12 MVA (13.8kv-69000kv) Pad-Mount Transformer from Sunbelt Solomon in the amount of $425,000.00	DEPARTMENT: Public Works
DATE: December 5, 2023	AMOUNT: $425,000.00
ATTACHMENTS: 1. 12 MVA Padmount Transformer	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for purchasing a three-phase 12 MVA (13.8kv-69000kv) pad-mount transformer from Sunbelt Solomon in the amount of $425,000.00.

The pad-mount transformer at the Prospect substation failed on November 15, 2023. The transformer must be replaced to maintain reliability due to the heavy load from our industrial customers.

The only vendor that could meet our needs with voltage requirements was Sunbelt Solomon. A copy of the quote is provided for your reference.

Because of the event's emergency-type nature, this is not a budgeted item for FY24. The funds will be transferred out of the reserves.

RECOMMENDED ACTION: Authorize the approval for the purchase of a three phase 12 MVA (13.8kv-69000kv) pad-mount transformer from Sunbelt Solomon in the amount of $425,000.00.

DEPARTMENT HEAD APPROVAL Jacob D McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

SUNBELT SOLOMON
UNPARALLELED POWER SOLUTIONS

Quote: **Q-88082** | Sale
Date: November 16, 2023
Change Order: No | Revision: 0
Project:

Randy Etheridge
Village of Rantoul
retheridge@village.rantoul.il.us

Dana Allen
Inside Sales
dana.allen@sunbeltsolomon.com | +1 4235068823

PRODUCT	QTY	EACH
Three Phase Substation- 12 MVA	1	$425,000

KVA: 12000/16000/20000 @ 55°C Rise ONAN/ONAF/ONAF
KVA: 13440/17920/22400 @ 65°C Rise ONAN/ONAF/ONAF
HV: 69000 Delta (350 KV BIL)
LV: 13800Y/7970 (110 KV BIL)
Primary Taps: 2-2.5% FCAN & BN
Secondary Taps: 32 Position LTC on Secondary Side of Transformer
With 16-5/8% Positions Above & Below Nominal
Impedance: 5.30%
Phase: 3
Frequency: 60
Harmonics Rating: K-1
Type Transformer: Substation

Standard Accessories:
Primary Voltage Windings: Copper Continuous Disk
Secondary Voltage Windings: Copper Continuous Disk
Type of Cooling Medium: Mineral Oil

Primary Bushing Location: Cover Mounted ANSI Segment 3
Primary Bushing Type: Stud
Primary Bushing Connector Type: Clamp Type

Secondary Bushing Location: Cover Mounted ANSI Segment 1
Secondary Bushing Type: Stud
Secondary Bushing Connector Type: Clamp Type

LTC Mechanism: Typ 550 BLS- Rebuilt by Normandy
LTC Controller: Upgrade to New Beckwith M-2001D
Tap Changer
External Core Ground & Enclosure
Main Tank Liquid Level Gauge w/1 Contact
Main Tank Liquid Temperature Gauge w/2 Contacts
Main Tank Pressure Gauge
Main Tank Bleeder Valve
Main Tank Winding Temperature Gauge w/3 Contacts
Main Tank Sub Class Pressure Relief w/Contacts
Main Tank Sudden Pressure Relay w/Seal in Relay in Control Box
LTC Liquid Level Gauge w/1 Contact
LTC Sub Class Pressure Relief
Positive Nitrogen System
Cooling Fans-(Cooling Fans Included. 240 VAC 1PH)
Control Box
HV Arrestor Brackets-(Provisions for Arrestors. If new arrestors needed adder below)
LV Arrestor Brackets-(Provisions for Arrestors. If new arrestors needed adder below)
CT Terminal Block & Enclosure
New Lid
Radiators
Impact Recorder
Standard Aluminum Nameplate
Drawings & Instruction Manuals

Additional Accessories:
PT Mounting Bracket

Optional Accessories:
HV 72 KV Station Class Polymer Arrestors (Set/3)- $8,500.00 Adder
LV 10 KV Station Class Polymer Arrestors (Set/3)- $3,500.00 Adder

Field Service Estimate (If Needed): $25,000 Estimated
Inspection
Installation of HV Drawlead Bushing
Installation of Cooling Radiators
Top of oil for Radiators
Acceptance Testing

All REMAN Units are Completely Reconditioned to Nameplate Specifications

Destination: IL | **FOB:** Origin | **Shipping & Handling:** Prepaid & Allowed
Shipment: 23-25 Weeks | **Warranty:** 2 Years | **Terms:** Net 30 with approved credit.

Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ('Supplier") will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please contact your sales representative for the estimated drawing lead time associated with this quote.

All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier-does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of $25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate. Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards. Notify Supplier at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conventions.

Schedules
All Delivery dates are estimates and under no circumstances does Company guarantee date of delivery. Company shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment. Company is not liable or responsible for any costs of Customer caused by any delays in transportation or delivery.

Company reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Customer at the time of the order entry.

Cancelation or Revision of Order

Any Purchase Order may be cancelled or revised by Customer only upon written approval by an authorized representative of the Company, and at the Company's sole discretion. Should Company approve cancellation or revision of a Purchase Order, Customer shall pay the cancellation or revision charges specified in said approval. Cancellation or revision charges will include expenses previously incurred, commitments made pursuant to or in reliance upon such Purchase Order, whether or not such commitments are legally binding on Company, and any other factors considered relevant by Company. In the event that Company does not approve cancellation or revision, Customer shall remain liable to Company for the full price of the Equipment, Rental and/or Services ordered.

Cancellation charges are calculated for each unit cancelled per its individual status.

Standard Cancellation Charges:

Cancellation Charges:	**% of Selling Price**
Before Engineering Review / Scheduling	20
Before Production Begins	65
After Production Begins	100

Company reserves the right to re-quote both price and lead time for any request to revise an order. If it is determined that a revision will incur an additional revision charge, charges are calculated for each unit revised per its individual status.

Standard Revision Charges:

Revision Charges:	**% of Selling Price**
Before Engineering Review / Scheduling	0
Before Production Begins	35
After Production Begins	100

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2750, AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 24 “PERSONNEL” OF THE CODE IN CONNECTION WITH EMPLOYMENT POLICIES	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT: savings potentially in excess of $100,000
ATTACHMENTS: 1. 12-23-2750 Ordinance - Amending Chapter 24, Article I in Connection with Employment Policies 2. Legal Opinion - PLAWA 110123	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Paid Leave for All Workers Act (PLAWA)was approved by the State Legislature, signed by the Governor making it a Public Act, and becomes effective January 1st, 2024. This act indicates paid leave benefits for many types of employees throughout the state. Currently, the Village of Rantoul meets or exceeds this act's requirements for all full-time staff. It has never been an expectation part-time or seasonal employees (of which the Village employs approximately 200 of each year to serve as lifeguards, pool attendants, concession workers, sports complex employees, ground maintenance laborers, and program staff, would receive any benefits. When the PLAWA was signed by the Governor, the language did NOT include a preemption of Home Rule Authority, meaning those communities with Home Rule Authority could "opt out" of the act. This ordinance allows the Village of Rantoul, a Home Rule Authority, to opt out of the PLAWA, and potentially save over $100,000 in benefits. The Administration asks for your support in approving this ordinance.

RECOMMENDED ACTION: Approve the Ordinance

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2750

AN ORDINANCE
AMENDING ARTICLE I OF CHAPTER 24 "PERSONNEL"
OF THE RANTOUL CODE IN CONNECTION WITH EMPLOYMENT POLICIES

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of December, 2023, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____
Village Clerk

ORDINANCE 2750

AN ORDINANCE
AMENDING ARTICLE I OF CHAPTER 24 "PERSONNEL"
OF THE RANTOUL CODE IN CONNECTION WITH EMPLOYMENT POLICIES

WHERAS, the Village of Rantoul ("Village"), as a Home Rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power, and perform any function pertaining to its government and affairs; and,

WHEREAS, Article VII, Section 6(i) of the Illinois Constitution of 1970 provides that Home Rule units may exercise and perform concurrently with the State any power or function of a Home Rule unit to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive; and,

WHEREAS, Article VII, Section 6(m) of the Illinois Constitution of 1970 provides that the powers and functions of Home Rule units shall be construed liberally; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all Ordinances, and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities; and,

WHEREAS, on March 13, 2023, the Governor of Illinois signed into law the Paid Leave for All Workers Act ("Act"), 820 ILCS 192/1 et seq., which becomes effective on January 1, 2024 mandating that nearly all Illinois employers provide certain paid leave benefits to employees; and,

WHEREAS, the Act does not include any express limitation on the Village's Home Rule authority as required by Article VII, Section 6 of the Illinois Constitution; and,

WHEREAS, the State of Illinois did not make the necessary appropriations, or include statutory language exempting the Act, from the Illinois State Mandates Act (30 ILCS 805/1 et seq.); and,

WHEREAS, the Act requires an employer to provide certain paid leave to their employees without any limitations on the capacity in which those employees work, unless the employer is subject to an existing municipal or county Ordinance that requires the employer to provide any form of paid leave to their employees; and,

WHEREAS, the paid leave benefits provided by the Act include that such leave may be taken by an employee for any reason or no reason, and must be provided upon the employee's request, which such notice could be provided to the employer without advance notice; and,

WHEREAS, the Act excludes certain governmental employers from the mandates, including school districts and park districts, but failed to exclude municipalities from the mandates; and,

WHEREAS, the Village recognizes the importance of paid leave and currently provides reasonable paid leave benefits to full-time and certain part-time employees either through Chapter 24 of the Village Code or collective bargaining agreements; and,

WHEREAS, the Village provides essential and continuing governmental services the operations of which could be severely disrupted by the application of the mandates of the Act; and,

WHEREAS, the Village finds the Act places an undue financial and operational burden on the Village as an employer, given the current paid leave benefits provided to full-time and certain part-time employees, and that the impromptu leave benefits of the Act would negatively impact the continuous provision of governmental services; and,

WHEREAS, the Rantoul Village Board believes and hereby declares that it is in the best interests of the Village to amend Chapter 24, to opt out of the Act, to exempt the Village and its employees from coverage under the Act, in order to ensure continuous government operations in protection of the health, safety, and welfare of the residents of the Village.

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

Section 1. **Preambles incorporated**. The facts and statements contained in the preambles to this Ordinance are found to be true and correct, and are hereby adopted as part of this Ordinance.

Section 2. **Amendment**. That Section 24-3 of Article I, entitled "Applicability of Chapter," of Chapter 24, entitled "Personnel," be and the same is hereby amended to read as follows:

Sec. 24-3. - Applicability of Chapter.

A. Except as otherwise expressly provided in any article or any section of this chapter, the provisions of this chapter shall not apply to any of the following:

(1) Elected Officials;

(2) Appointed Members of Boards and Commissions;

(3) Independent Contractors, including the Village Attorney;

(4) Part-time Employee positions working less than 20 hours in any seven-day period;

(5) Temporary and Seasonal Employee positions working less than six months during any 12-month period; and

(6) Volunteers who receive no regular compensation from the Village.

B. Conflicts with Paid Leave for All Workers Act

Pursuant to the Village's Home Rule authority, the Village hereby declares the Village, as an employer, is exempt from the requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 et seq). No additional obligations with regard to paid leave, including, without limitation, any additional obligations adopted by the State of Illinois under the Paid Leave for All Workers Act, 820 ILCS 192/1 et seq., as well as any subsequent amendments, shall apply to employees of the Village of Rantoul, and the Village opts out of such regulations or requirements.

Section 3. **Adoption of Leave Benefits**. The Village hereby adopts its current paid leave policy for all Village employees, as set forth in the Village's Code of Ordinances, employee handbook, annual salary ordinances, any collective bargaining agreements to which the Village is a party, and all other legislative actions governing paid leave adopted by the President and Board of Trustees of the Village, as the same may be amended from time to time.

Section 4. **Effective Date**. The provisions of this Ordinance shall become effective following its passage, approval, and publication as required by law.

Section 5. Conflict. All Ordinances, or parts of Ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded. Any non-preemptive State Statute in conflict hereof with this Ordinance is hereby superseded to the full extent of such conflict pursuant to the exercise of the Home Rule powers of the Village.

Section 6. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

Robbins Schwartz
One Team. Making Your Mission Ours.

MEMO

To: Brad Cole, Executive Director of Illinois Municipal League

From: Robbins Schwartz, Special Counsel to IML

Date: November 1, 2023

Re: Paid Leave for All Workers Act

ISSUES ADDRESSED

The Paid Leave for All Workers Act (Public Act 102-1143) (the "PLAWA") becomes effective January 1, 2024 and mandates employers provide up to 40 hours of paid leave during a 12-month period for many types of employees in Illinois.

This memorandum analyzes whether home rule municipalities can opt out of the PLAWA and concludes that they can. IML has obtained several opinions on this issue, and in the discussion below, this memorandum analyzes and reconciles the opinions obtained by IML. Finally, this memorandum recommends model ordinances for both home rule and non-home rule municipalities to adopt prior to January 1, 2024.

DISCUSSION

1. **Home rule authority is not preempted by the PLAWA and therefore home rule municipalities are not preempted from completely opting out of the PLAWA.**

The powers of home rule municipalities are derived from the Illinois Constitution and will be familiar to the readers of this memorandum. The legal opinions obtained by IML all recognize the broad scope of home rule authority. The default position of home rule municipalities is that they get to legislate on matters of local concern. With the PLAWA there is no preemption of that default position, meaning that home rule municipalities are not preempted from opting out of the PLAWA.

A home rule unit "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt." Ill. Const.1970, art. VII, § 6(a). "Section 6(a) was written with the intention to give home rule units the broadest powers possible." *Palm v. 2800 Lake Shore Drive Condominium Ass'n,* 2013 IL 110505, ¶ 30. Home rule units are empowered to carry on activities that relate to their communities notwithstanding the fact

that the state also may be interested and active in regulating in the same area. *Crawford v. City of Chicago,* 304 Ill. App. 3d 818, 825 (1st Dist. 1999). Furthermore, section 6(m) of the Constitution provides that the "[p]owers and function of home rule units shall be construed liberally" thereby underscoring that in cases of doubt, questions of local authority should be resolved in favor of the home rule municipality. Ill. Const.1970, art. VII, § 6(m).

Of course, the powers of home rule units are not boundless, and the legislature retains the authority "to restrict the exercise of virtually all home rule powers" by using the "tools necessary for the preemption of home rule activity" that are in section 6 of article VII. *Nevitt v. Langfelder,* 157 Ill. 2d 116, 131 (1993). The "tools" at the disposal of the legislature are subsections (g), (h), (i), (j), and (k) of section 6 of article VII. The General Assembly can restrict the concurrent exercise of a home rule unit's power by enacting a law that specifically limits such power under section 6(i), but unless a state law specifically states that a home rule unit's power is restricted, the authority of a home rule unit to act concurrently with the state *is not* restricted. *Crawford,* 304 Ill. App. 3d at 825-26.

The Illinois Supreme Court has "consistently recognized that the home rule provisions of the Illinois Constitution are intended to eliminate or at least reduce to a bare minimum the circumstances under which local home rule powers are preempted by judicial interpretation of unexpressed legislative intention." *Scadron v. City of Des Plaines,* 153 Ill. 2d 164, 186 (1992) and *Palm,* 2013 IL 110505, ¶ 34. "The Illinois approach places almost exclusive reliance on the legislature rather than the courts to keep home rule units in line." *Palm,* 2013 IL 110505, ¶ 34. As the *Palm* court further explained: "if the constitutional design is to be respected, the courts should step in to compensate for legislative inaction or oversight only in the clearest cases of oppression, injustice, or interference by local ordinances with vital state policies." *Id.* And "because the legislature can always vindicate state interests by express preemption, only vital state interests would allow a court to decide that an exercise of home rule power does not pertain to local government and affairs." *City of Chicago v. StubHub, Inc.,* 2011 IL 111127, ¶ 22. In summary, "[i]f a subject pertains to local government and affairs, and the legislature has not expressly preempted home rule, municipalities may exercise their power.' " *Palm,* 2013 IL 110505, ¶ 36, (quoting *StubHub,* 2011 IL 111127, ¶ 22).

As the First District Appellate Court recently commented, "the default position for a home rule unit is to be able to legislate on local matters…" and "the legislature's silence on the power of home rule units is actually evidence of the home rule unit's power, not the other way around.." *Accel Entertainment Gaming, LLC v. Village of Elmwood Park,* 2015 IL App (1st) 143822, ¶ 47.

The General Assembly itself has recognized these principles and imposed on itself section 7 of the Statute on Statutes. Several of the opinions obtained by IML specifically note this section 7, which provides:

> No law enacted after January 12, 1977, denies or limits any power or function of a home rule unit, pursuant to paragraphs (g), (h), (i), (j), or (k) of Section 6 of Article VII of the Illinois Constitution, unless there is specific language limiting or denying

> the power or function and the language specifically sets forth in what manner and to what extent it is a limitation on or denial of the power or function of a home rule unit.

See 5 ILCS 70/7.

The opinion of Brown, Hay and Stephens obtained by IML notes that House Floor Amendment 2 was introduced to the PLAWA and would have provided as follows:

> Section 90. Home rule. The regulation of employee leave benefits is an exclusive power of the State. A home rule unit may not regulate any type of employee leave benefits. Any county or municipal ordinance in effect on or before the effective date of this Act that regulates any form of employee leave benefits, including paid sick time, is null and void. This Section is a denial and limitation of home rule powers and functions under subsection (h) of Section 6 of Article VII of the Illinois Constitution.

After having the opportunity to include clear preemption language of the type proposed by Amendment 2, and after hearing testimony in opposition to the language including from IML, the General Assembly declined to include the express language. As the legal opinion obtained by IML from Brown, Hay and Stephens notes, this is the type of evidence a court could rely on to conclude that home rule authority is not preempted by the PLAWA. See *Harris Bank St. Charles v. Weber,* 298 Ill. App. 3d 1072, 1081 (2d Dist. 1998). Again, "the legislature's silence on the power of home rule units is actually evidence of the home rule unit's power, not the other way around.." *Accel Ent. Gaming,* ¶ 47.

Because there is no home rule preemption language in the PLAWA that satisfies the requirements of section 6 of article VII, or section 7 of the Statute on Statutes, home rule units are not preempted from opting out of the PLAWA. Three of the four opinions obtained from IML are consistent with the opinion expressed here.

2. A decision by a home rule municipality with respect to its own employees to opt out of the PLAWA pertains to the municipality's government and affairs and is therefore a power of the municipality under section 6(a).

The cornerstone of any challenge brought to the decision of a home rule municipality to opt out of the PLAWA would probably be an argument under section 6(a) that opting out of the PLAWA is a broader statewide issue and not a matter of local concern. We think that the argument could probably be presented in such a way to make it attractive for a sympathetic court looking for a way to help workers secure additional benefits. Ultimately, however, on the discrete issue of a home rule municipality opting out of the PLAWA with respect to its own employees, the matter is one that pertains to the affairs of the local municipality.

Essentially, the framers of the Illinois Constitution saw the role of the courts under section 6(a) as narrow. For example, the Supreme Court noted the "dominant interest" of the state in the

administration of justice when it struck down a municipal ordinance imposing a fee on circuit court filings to benefit a county library. *Ampersand, Inc. v. Finley,* 61 Ill.2d 537, 543 (1975). In *People ex rel. Lignoul v. City of Chicago,* 67 Ill.2d 480, 486 (1977) the Supreme Court concluded that pervasive banking regulations by the state as well as a constitutional provision on the subject invalidated a municipal financial services ordinance. However, in *City of Evanston v. Create, Inc.,* 85 Ill.2d 101, 112–13 (1981), the Supreme Court stated that "[t]he mere existence of State interest and activity in a particular field does not alone preclude home rule activity," and upheld a municipal landlord-tenant ordinance. *Id.* at 113.

Since *Kalodimos v. Village of Morton Grove,* 103 Ill.2d 483 (1984), the Supreme Court's analysis under section 6(a) on whether an issue is a matter of statewide or local concerns has been the following three factor analysis:

> Whether a particular problem is of statewide rather than local dimension must be decided not on the basis of a specific formula or listing set forth in the Constitution but with regard (1) for the nature and extent of the problem, (2) the units of government which have the most vital interest in its solution, and (3) the role traditionally played by local and statewide authorities in dealing with it.

Kalodimos, 103 Ill. 2d 501 (numbering added).

This is not a "free-wheeling preemption rule" resting upon the mere existence of comprehensive state regulation. *Id.* at 502. Again, the approach in Illinois is an almost exclusive reliance on the legislature rather than the courts to restrict home rule, and "because the legislature can always vindicate state interests by express preemption, only vital state interests would allow a court to decide that an exercise of home rule power does not pertain to local government and affairs." *City of Chicago v. StubHub, Inc.,* 2011 IL 111127, ¶ 22.

With regard to assessing the nature and extent of the problem, courts will look to whether the problem can be identified or defined as more local in nature. Concerning which unit of government has a greater interest in solving the problem, the courts balance the local and state interests involved. The courts have typically found in favor of the municipality if the problem is determined to be primarily local in nature. Lastly, in determining whether the state or the home rule unit has a traditional role in solving the identified problem the court reviews the history of local and state regulation of the matter.

The issue of whether an individual home rule unit gives paid leave to its current employees, how much it gives them, and how it is provided, are quintessentially local concerns. As the Supreme Court has stated, the power over employee compensation and benefits is essential to the functioning of home rule municipalities. *Crawford,* 304 Ill. App. 3d at 827. "The competition in the job market involving employees from laborers to professionals must be dealt with by an employing municipal entity on a practical and realistic level if it is to possess the ability to hire and retain qualified individuals to serve the community." *Id.* Moreover, the PLAWA provides no funding for implementation, and it is the municipalities that must budget for and pay the cost of

paid leave and deal with the consequences of staff shortages due to leave. The first two factors of the *Kalodimos* analysis weigh heavily in favor of home rule municipalities.

The last part of the *Kalodimos* analysis, the role traditionally played by local and statewide authorities in dealing with the issue, also favors home rule municipalities. The PLAWA is the state's first foray into broadly mandated paid leave, but local municipalities have been dealing with the issue of paid leave since well before the implementation of the Illinois Constitution. Moreover, the language of the PLAWA itself, in section 15(p) and in having collective bargaining carve-outs, is indicative of and an acknowledgement that municipalities (home rule and non-home rule alike) have a significant role. The legal opinion obtained by IML from Clark Baird Smith, LLP characterized section 15(p) as a legislative concession that paid time off pertains to local affairs. This is a fair characterization and an argument that should be advanced in the event of future legal proceedings on the home rule opt out issue.

No analysis on the question of whether a matter is of statewide or local concern can conclude without a discussion of *People ex rel. Bernardi v. City of Highland Park,* 121 Ill. 2d 1 (1988). The legal opinion obtained by IML from Del Galdo Law Group, LLC discussed the *Bernardi* case. In *Bernardi* the home rule municipality decided to use its home rule authority to opt out of the Prevailing Wage Act when it contracted for a public works project involving a water intake line from Lake Michigan. The Supreme Court held that the municipality could not opt out and that compliance with the Prevailing Wage Act "is a matter pertaining to statewide, and decidedly not local, government or affairs." *Id.* 16. This conclusion was preceded by troubling dicta that "[a]dopting the [municipality's definition of home rule authority…would put at risk all of the State's labor laws and invite increasingly localized definition of workers' rights" and that "to avoid a chaotic and ultimately ineffective labor policy…the State has a far more vital interest in regulating labor conditions than do local communities." *Id.* at 15-16.

The holding and language of *Bernardi* would seem to create a strong argument for the position that paid leave, and hence the PLAWA, is a statewide, not local, concern. However, the holding of *Bernardi* was limited and boxed in by the Supreme Court's analysis eleven years later in *Crawford.* The *Crawford* court stated as follows concerning the *Bernardi* opinion:

> The supreme court [in *Bernardi*] noted that the Prevailing Wage Act embodied a policy precluding such wages from being set locally because the reduced wages for public works projects in Highland Park also would reduce the prevailing wage on all public works projects in Lake County, since the prevailing wage was determined solely by reference to wages paid on all public works projects in a region. (citation omitted). Highland Park's attempt to opt out of the Prevailing Wage Act affected an issue of state-wide concern because it had an impact beyond its own borders.

Crawford, 304 Ill. App. 3d 828.

In other words, a municipality ignoring the Prevailing Wage Act would impact wages in the entire region thus having an impact not merely local in nature. The *Crawford* court suggests that the

Bernardi decision should be read no more broadly and even goes on to state that *Bernardi* does not hold that the state has a concern with the uniform application of all employee benefit laws. *Id.*

We also note that if the State tried to take a page from *Bernardi* and argue that it has an interest in uniform application of paid leave under the PLAWA, it would be difficult to make a strong argument in the face of all the exceptions in the PLAWA. Depending on the nature of the worker, there are numerous exceptions for workers who do not fall under the PLAWA, including: (1) employees under the federal Railroad Unemployment Insurance Act, (2) certain students who are employed at colleges or universities, (3) certain short-term employees of an institution of higher education, (4) school district employees, (4) park district employees, (5) employees under a collective bargaining agreement, (6) employees in the construction industry covered by a collective bargaining agreement, (7) employees covered by a collective bargaining agreement that provides services nationally or internationally of parcel delivery and transportation, (8) state agency employees covered by a collective bargaining agreement that could possible waive the requirements of the PLAWA, and (9) employers covered by a municipal or county ordinance in effect as of January 1, 2024 that requires employers to give any form of paid leave to their employees.

The *Kalodimos* analysis strongly favors home rule municipalities, and for all the reasons above, arguments that local opt out ordinances do not pertain to a home rule municipality's government and affairs are likely to fail. The possible counter arguments should not discourage a home rule municipality from opting out of the PLAWA if it otherwise desires to do so.

RECOMMENDATION FOR MUNICIPAL ACTION

For the reasons stated above, home rule municipalities can opt out of the PLAWA. However, we recommend a belt and suspenders approach that both uses home rule authority to opt out and also works within the framework of section 15(p) of the PLAWA.

Section 15(p) provides:

> (p) The provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give *any form of paid leave* to their employees, including paid sick leave or paid leave. Notwithstanding the provisions of this subsection, any employer that is not required to provide paid leave to its employees, including paid sick leave or paid leave, under a municipal or county ordinance that is in effect on the effective date of this Act shall be subject to the provisions of this Act if the employer would be required to provide paid leave under this Act to its employees.
>
> Any local ordinance that provides paid leave, including paid sick leave or paid leave, *enacted or amended after the effective date of this Act* must comply with the

> requirements of this Act or provide benefits, rights, and remedies that are greater than or equal to the benefits, rights, and remedies afforded under this Act.
>
> An employer in a municipality or county that enacts or amends a local ordinance that provides paid leave, including paid sick leave or paid leave, *after the effective date of this Act* shall only comply with the local ordinance or ordinances so long as the benefits, rights, and remedies are greater than or equal to the benefits, rights, and remedies afforded under this Act.

820 ILCS 192/15(p) (emphasis added).

Given the severe consequences of not acting before the PLAWA effective date of January 1, 2024, municipalities, home rule and non-home rule alike, should enact an ordinance providing that paid leave shall only be provided in accordance with current ordinances, personnel policies or other local policies, and in accordance with collective bargaining agreements, if any. This is consistent with the approaches suggested in all the opinions obtained by IML.

In the legal opinion from Burke, Burns and Pinelli, Ltd., it was recommended that language be added to any ordinance providing that "in no event shall the municipality, as an employer, provide less than (1) day of paid leave." We agree with this approach as a means to ensure compliance with the letter of the PLAWA.

Proposed ordinances for both home rule and non-home rule municipalities are enclosed. In preparing the enclosed model ordinances, we reviewed ordinances from the Village of Schaumburg, the Village of Palatine, and the City of Waukegan. Please let us know if you have any questions or would like to discuss this matter further.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2751, AN ORDINANCE LEVYING TAXES FOR THE 2023 TAX LEVY YEAR	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT: levied amount of $1,720,438
ATTACHMENTS: 1. 12-23-2751 Ordinance - Levying Taxes for the 2023 Tax Levy Year	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The proposed property tax levy for the Village of Rantoul for taxable year 2023 is $1,720,438. This is an increase over last year's $1,538,803 due to rise in costs for the Library and the Police Pension Fund. While the property tax levy is up over last year, the projected Equalized Assessed Valuation (EAV) is up by more than 11% over last year, meaning the property tax rate is projected to remain the same as last year.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO.

AN ORDINANCE
LEVYING TAXES FOR THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, FOR THE 2023 TAX LEVY YEAR

-- ANNUAL TAX LEVY ORDINANCE --

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the **"Village"**) is duly established and operates under and in accordance with the provisions of the Constitution and laws of the State of Illinois, including the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), as specifically supplemented and amended by the power and authority of the Village as a Home Rule Unit of Local Government under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the provisions of Section 8-2-9.1 through Section 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 5/8-2-9.10), as supplemented and amended by the power and authority of the Village as a Home Rule Unit of Local Government, are effective in and for the Village, the same having been adopted by Ordinance No. 1547, passed on September 9, 1997, by a two-thirds vote of the President and Board of Trustees (the **"Corporate Authorities"**) of the Village and approved by the Village President on the same date as Article I, entitled "Annual Budget", of Chapter 28, entitled "Finance" of the Village of Rantoul Code-1977, as subsequently supplemented and amended and now codified as Article II, entitled "Annual Budget", of Chapter 14, entitled "FINANCE", of the Code of Ordinances, Village of Rantoul, Illinois; and

WHEREAS, Ordinance No. 2735, AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024, which was passed by the Corporate Authorities of the Village on April 11, 2023, and approved by the Village President on the same date, passed, approved and adopted an annual budget for the fiscal year of the Village beginning May 1, 2023, and ending April 30, 2024, which such annual budget has, by subsequent ordinances duly passed and approved by the Corporate Authorities, been supplemented and amended (as so supplemented and amended, the **"Annual Budget"**); and

WHEREAS, the Corporate Authorities of the Village desire to levy upon all property subject to taxation within the Village, as that property is assessed and equalized for state and county purposes for the 2023 tax levy year, the respective amounts set forth in this Ordinance, which such amounts are deemed necessary to defray the related expenses and liabilities for all such corporate purposes of the Village as have been appropriated for such purposes in the Annual Budget.

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

Section 1. The provisions of the Annual Budget are hereby incorporated into this Ordinance to the same extent as if set forth in full herein. The total maximum amount of appropriations in the Annual Budget for all corporate purposes of the Village (except for appropriations for principal and interest due on outstanding bonded indebtedness, if any), which are legally made to be collected from the tax levy for the 2023 tax levy year, is hereby ascertained to be the sum of One Million Seven Hundred Twenty Thousand Four Hundred Thirty-Eight Dollars ($1,720,438.00).

Section 2. The sum of One Million Seven Hundred Twenty Thousand Four Hundred Thirty-Eight Dollars ($1,720,438.00), being the total of the appropriations heretofore legally made in the Annual

Budget which is to be collected from the tax levy for the 2023 tax levy year for all corporate purposes of the Village, including the purposes of providing for a General Fund, a Police Pension Fund and the Rantoul Public Library Fund, (but excepting principal and interest due on outstanding bonded indebtedness, the levies for which are made in separate ordinances, if any), as all such Funds have been appropriated in the Annual Budget for the current fiscal year of the Village, be and the same is hereby levied upon all of the taxable property in the Village subject to taxation for the 2023 tax levy year as such taxable property is equalized and assessed for state and county purposes. The specific amounts levied for the various purposes identified herein below are separately included herein by being placed in separate columns under the heading "Amounts to be Levied", which appears over the same, the tax so levied being for the current fiscal year of the Village and for the appropriations in the Annual Budget to be collected from such tax levy, the total of which has been ascertained as aforesaid and being as follows:

	2023-2024 Appropriation	**Amounts to be Levied**
GENERAL FUND:		
Total General Fund Expenses	$18,235,184	$371,675
RANTOUL PUBLIC LIBRARY FUND:		
Total Library Expenses	$575,260	
For Library Fund		$575,260
TOTAL AMOUNT LEVIED		$946,935

Section 3. The total amount of Nine Hundred Forty-Six Thousand Nine Hundred Thirty-five Dollars ($946,935.00), ascertained as provided in Sections 1 and 2 of this Ordinance above and as further summarized below, be, and the same is, hereby levied and assessed on all property subject to taxation within the Village according to the value of said property as the same is assessed and equalized for state and county purposes for the 2023 tax levy year:

SUMMARY

General Fund	$371,675
Library	$575,260
TOTAL AMOUNT LEVIED	$946,935

Section 4. This Ordinance is adopted by the Corporate Authorities pursuant to the general procedures set forth in Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1), including as specifically supplemented and amended by the power and authority of the Village as a Home Rule Unit of Local Government under Section 6, Article VII of the Constitution of the State of Illinois; provided, however, that any tax rate limitation or any other substantive limitation as to tax levies in the Illinois Municipal Code or otherwise in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to such Section 6, Article VII of the Constitution of the State of Illinois.

Section 5. There is hereby certified to the County Clerk of Champaign County, Illinois, the several sums aforesaid, constituting the total amount (exclusive of the separate levies for principal and interest due on outstanding bonded indebtedness, if any) of Nine Hundred Forty-Six Thousand Nine Hundred Thirty-five Dollars ($946,935.00), which total amount the Village requires to be raised by taxation for the 2023 tax levy year, and the Village Clerk of the Village is hereby ordered and directed to

file a certified copy of this Ordinance with the County Clerk of Champaign County, Illinois, on or before the date required by law.

Section 6. If any provisions of this Ordinance or the application of such provisions to any circumstances is held invalid for any reason whatsoever, the remainder of this Ordinance or the application of such provisions of this Ordinance to other circumstances shall not be affected thereby.

Section 7. This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval as required by law.

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

"Ayes" _____
"Nays" _____
"Absent" _____

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **"Corporate Authorities"**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of December, 2023, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE LEVYING TAXES FOR THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, FOR THE 2023 TAX LEVY YEAR,

a true, correct and complete copy of which ordinance (the **"Ordinance"**) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of December, 2023.

(SEAL) _____
Village Clerk

STATE OF ILLINOIS)
CHAMPAIGN COUNTY) SS.
VILLAGE OF RANTOUL)

CERTIFICATE OF COMPLIANCE
WITH THE TRUTH IN TAXATION LAW OF THE STATE OF ILLINOIS

I, CHARLES R. SMITH, the Village President of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), hereby certify that I am the presiding officer of the Village and as such presiding officer I hereby further certify, pursuant to and in accordance with Section 18-90 of the "Truth in Taxation Law" (35 ILCS 200/18-90), that ORDINANCE NO. _____, the ANNUAL TAX LEVY ORDINANCE, a copy of which is appended hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Section 18-60 through and including Section 18-85 of said "Truth in Taxation Law" (35 ILCS 200/18-60 to 200/18-85). The total amount levied by the Village under such ORDINANCE NO. _____, the ANNUAL TAX LEVY ORDINANCE, is more than 105% of the amount, exclusive of election costs, which has been extended or is estimated will be extended, plus any amount abated by the Village before any such extension, upon the final aggregate levy of the Village for the preceding tax levy year, and, accordingly, public notice and a public hearing were required under and pursuant to Section 18-70 of said "Truth in Taxation Law" (35 ILCS 200/18-70). The public notice was published in the News Gazette, being a newspaper published in Champaign County and having general circulation within the Village of Rantoul, on November 24, 2023. The public hearing was conducted on December 5, 2023, being a meeting of the Village Board which was open to the public.

Dated this 12th day of December, 2023.

_____
Charles R. Smith, President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2752, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, AS AUTHORIZED BY ORDINANCE 2358	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 12-23-2752 Ordinance - Abating Tax Levy for GO Bonds Series 2013A	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
By abating this obligation, the required payment will be paid by revenue sources OTHER than property tax, therefore keeping the property tax levied lower than would otherwise by necessary.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO.

AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY YEAR FOR THE GENERAL
OBLIGATION BONDS, SERIES 2013A, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2358

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), on the 3rd day of September, 2013, adopted a certain ordinance, to-wit: ORDINANCE NO. 2358, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013A, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the **"Bond Ordinance"**), including as supplemented by a Bond Order dated September 3, 2013 (the **"Bond Order"**), which Bond Ordinance and Bond Order were duly filed with the County Clerk of Champaign County, Illinois (the **"County Clerk"**) on the 6th day of September, 2013; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2013 through 2031, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the $4,995,000 initial principal amount General Obligation Bonds, Series 2013A (the **"Bonds"**) authorized by the Bond Ordinance and the Bond Order; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Debt Service Fund established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance and the Bond Order through and including January 1, 2025; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2025, and that there is no need to levy funds for such purpose for the 2023 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance as supplemented by part 3 of the Bond Order, in the amount of $403,852.50 for the 2023 tax levy year (to be received in 2024) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance and the Bond Order for the 2023 tax levy year.

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **"Corporate Authorities"**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of December, 2023, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY YEAR FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2358,

a true, correct and complete copy of which ordinance (the **"Ordinance"**) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of December, 2023.

(SEAL) _____
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2753, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2015, AS AUTHORIZED BY ORDINANCE 2410	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 12-23-2753 Ordinance - Abating Tax Levy for GO Bonds Series 2015	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
By abating this obligation, the required payment will be paid by revenue sources OTHER than property tax, therefore keeping the property tax levied lower than would otherwise by necessary.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. ____

AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY YEAR FOR THE GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2015, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2410

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), on the 13th day of January, 2015, adopted a certain ordinance, to-wit: ORDINANCE NO. 2410, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the **"Bond Ordinance"**), which ordinance was duly filed with the County Clerk of Champaign County, Illinois (the **"County Clerk"**) on the 11th day of February, 2015; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2014 through 2025, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the $9,800,000 initial principal amount General Obligation Bonds, Series 2015 (the **"Bonds"**) authorized by the Bond Ordinance; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Debt Service Fund established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance through and including January 1, 2025; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2025, and that there is no need to levy funds for such purpose for the 2023 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance, as supplemented by part 3 of the Bond Order, in the amount of $770,800.00 for the 2023 tax levy year (to be received in 2024) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance for the 2023 tax levy year.

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **"Corporate Authorities"**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of December, 2023, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2410,

a true, correct and complete copy of which ordinance (the **"Ordinance"**) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of December, 2023.

(SEAL) _____
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2754, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2016, AS AUTHORIZED BY ORDINANCE 2472	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 12-23-2754 Ordinance - Abating Tax Levy for GO Bonds Series 2016	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
By abating this obligation, the required payment will be paid by revenue sources OTHER than property tax, therefore keeping the property tax levied lower than would otherwise by necessary.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. ____

AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY YEAR FOR THE GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2472

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), on the 7th day of June, 2016, adopted a certain ordinance, to-wit: ORDINANCE NO. 2472, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the **"Bond Ordinance"**), which ordinance was duly filed with the County Clerk of Champaign County, Illinois (the **"County Clerk"**) on the 6th day of June, 2016; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2016 through 2034, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the $7,050,000 initial principal amount General Obligation Bonds, Series 2016 (the **"Bonds"**) authorized by the Bond Ordinance; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Debt Service Fund established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance through and including January 1, 2025; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2025, and that there is no need to levy funds for such purpose for the 2023 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance, as supplemented by part 3 of the Bond Order, in the amount of $538,660.00 for the 2023 tax levy year (to be received in 2024) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance for the 2023 tax levy year.

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **"Corporate Authorities"**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of December, 2023, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY YEAR FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2472,

a true, correct and complete copy of which ordinance (the **"Ordinance"**) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of December, 2023.

(SEAL) _____
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2755, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2019, AS AUTHORIZED BY ORDINANCE 2617	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 12-23-2755 Ordinance - Abating Tax Levy for GO Bonds Series 2019	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
By abating this obligation, the required payment will be paid by revenue sources OTHER than property tax, therefore keeping the property tax levied lower than would otherwise by necessary.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO.

AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY YEAR FOR THE TAXABLE GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2617

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), on the 16th day of July, 2019, adopted a certain ordinance, to-wit: ORDINANCE NO. 2617, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the **"Bond Ordinance"**), which ordinance was duly filed with the County Clerk of Champaign County, Illinois (the **"County Clerk"**) on the 29th day of October, 2019; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2019 through 2031, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the $3,000,000 initial principal amount Taxable General Obligation Refunding Bonds, Series 2019 (the **"Bonds"**) authorized by the Bond Ordinance; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Principal and Interest Account established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance through and including January 1, 2025; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Principal and Interest Account for payment of the principal and interest on the Bonds through and including January 1, 2025, and that there is no need to levy funds for such purpose for the 2023 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance, as supplemented by part 3 of the Bond Order, in the amount of $111,278.00 for the 2023 tax levy year (to be received in 2024) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance for the 2023 tax levy year.

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **"Corporate Authorities"**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of December, 2023, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY YEAR FOR THE TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2617,

a true, correct and complete copy of which ordinance (the **"Ordinance"**) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of December, 2023.

(SEAL) _____
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance 2756, AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2020, AS AUTHORIZED BY ORDINANCE 2665	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS: 1. 12-23-2756 Ordinance - Abating Tax Levy for GO Bonds Series 2020	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS: By abating this obligation, the required payment will be paid by revenue sources OTHER than property tax, therefore keeping the property tax levied lower than would otherwise by necessary.
RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO.

AN ORDINANCE
AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY YEAR FOR THE TAXABLE GENERAL
OBLIGATION BONDS, SERIES 2020, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2665

WHEREAS, the President and Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), on the 8th day of December, 2020, adopted a certain ordinance, to-wit: ORDINANCE NO. 2665, entitled AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (the **"Bond Ordinance"**), including as supplemented by a Bond Order dated December 10, 2020 (the **"Bond Order"**), which Bond Ordinance and Bond Order were duly filed with the County Clerk of Champaign County, Illinois (the **"County Clerk"**) on the 17th day of December, 2020; and

WHEREAS, Section 8 of the Bond Ordinance, including as supplemented by part 3 of the Bond Order, authorizes and directs the County Clerk, for each of the years 2020 through 2039, with both of such years to be included, to levy an amount of money sufficient each year to pay the principal and interest due on the $10,000,000 initial principal amount General Obligation Bonds, Series 2020 (the **"Bonds"**) authorized by the Bond Ordinance and the Bond Order; and

WHEREAS, the Village Comptroller of the Village has certified to the Corporate Authorities that there is on hand sufficient funds in the Principal and Interest Account established under Section 10 of the Bond Ordinance for the payment of principal and interest on the Bonds authorized by the Bond Ordinance and the Bond Order through and including January 1, 2025; and

WHEREAS, the Corporate Authorities find and determine that the Village has sufficient funds from other sources now available for deposit into the Debt Service Fund for payment of the principal and interest on the Bonds through and including January 1, 2025, and that there is no need to levy funds for such purpose for the 2023 tax levy year.

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

That the tax levy heretofore authorized under Section 8 of the Bond Ordinance as supplemented by part 3 of the Bond Order, in the amount of $643,068.00 for the 2023 tax levy year (to be received in 2024) be and the same is abated, and that the County Clerk is hereby directed to extend no taxes for collection on the tax books for the purpose of raising revenues to pay the principal and interest due on the Bonds issued pursuant to the Bond Ordinance and the Bond Order for the 2023 tax levy year.

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

PASSED this 12th day of December, 2023.

_____
Village Clerk

APPROVED this 12th day of December, 2023.

_____
Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **"Corporate Authorities"**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 12th day of December, 2023, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY FOR THE 2023 TAX LEVY YEAR FOR THE TAXABLE GENERAL OBLIGATION BONDS, SERIES 2020, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS AUTHORIZED BY ORDINANCE NO. 2665,

a true, correct and complete copy of which ordinance (the **"Ordinance"**) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village's website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of December, 2023.

(SEAL) _____
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee	DEPARTMENT: Administration
DATE: December 5, 2023	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR