

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

May 14, 2019

6:00 pm

Order of Business

1. Call to Order – Mayor Smith
Invocation – Pastor Paula Wallace, First United Methodist Church
Pledge of Allegiance
Roll Call
2. Approval of Agenda
3. [Proclamation](#) and recognition of National Clerk’s Week – Mike Graham, Village Clerk and Janet Gray, Deputy Village Clerk
4. Recognition of Angie Schultz, Accounting – [Government Finance Officers Association Award](#)
5. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

Section A – Consent Agenda

6. Approval of Consent Agenda by Omnibus Vote
All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.
 - A) Minutes from Regular Study Session, [March 5, 2019](#)
 - B) Minutes from Public Hearing, [March 12, 2019](#)
 - C) Minutes from Regular Board Meeting, [March 12, 2019](#)
 - D) Minutes from Special Board Meeting, [March 26, 2019](#)
 - E) Minutes of Regular Study Session, [April 2, 2019](#)
 - F) Minutes of Special Board Meeting, [April 4, 2019](#)
 - G) Minutes of Regular Board Meeting, [April 9, 2019](#)
 - H) Affirmation of appointment of Officers and Department Heads – [Attachment A](#)
 - I) Affirmation of appointments to committees – [Attachment B](#)

Note: All minutes are drafts until approved at the May 14, 2019 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

7. Approval of Any Items Removed from Consent Agenda

8. Motion to approve Bills and Monthly Financial Reports

Section B – Consideration of Bids, Contracts & Other Expenditures

9. Motion to authorize and approve additional [Engineering Services](#) contract with Burns & McDonnell for N. Tanner Railroad Water Main Replacement - \$5,000.00
10. Motion to authorize and approve [Change Order #1](#) with Cross Construction for N. Tanner Railroad Water Main Replacement - \$11,400.00
11. Motion to authorize and approve purchase two [pad-mount transformers](#) and materials – not to exceed \$111,800.00
12. Motion to authorize and approve purchase of 28 Axon Body 2 body worn [cameras](#) and required accessories - \$21,447.00

Section C – Consideration of Ordinances & Resolutions

13. Motion to pass [Resolution No. 5-19-1282](#), A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (Patrol Unit)
14. Motion to pass [Resolution No. 5-19-1293](#), A RESOLUTION AUTHORIZING AND APPROVING A GRANT AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE VILLAGE OF RANTOUL ([2019 OSLAD Grant](#))

Section D – New Business

15. Discussion of TIF District #1

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

Section E – Public Announcements

Section F – Adjournment

16. Motion to Adjourn

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

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

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



Proclamation

by the Mayor of
Rantoul, Illinois

To All to Whom these Presents Shall Come:

Whereas, The Office of the Municipal Clerk is the oldest among public servants, **and**

Whereas, The Municipal Clerk is a time honored and vital part of local government, keeping the historical records of the municipality and working with the municipality's board to stay abreast of rules and regulations that affect the operations of the local government, **and**

Whereas, The Municipal Clerk provides the professional link between the citizens, local governing bodies and agencies of government at other levels, **and**

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, **and**

Whereas, Municipal Clerks serve as the information center on functions of local government and community providing information in a timely manner, **and**

Whereas, Municipal Clerks continually strive to improve the administration of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations, **and**

Whereas, this year is the 50th Anniversary of Municipal Clerks Week,

Now therefore, I, Charles Smith, Mayor of Rantoul, do hereby proclaim **May 5-11, 2019** as **Municipal Clerk's Week** in Rantoul and extend appreciation to our Municipal Clerk, Michael Graham and Deputy Clerk, Janet Gray for the vital services they perform and their exemplary dedication to Rantoul.



Given Under my hand and the
Corporate Seal of said Rantoul, Illinois
this 7 day of May 2019

Charles Smith
Mayor and President of the Village Board of Trustees



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

04/04/2019

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Village of Rantoul** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of over 20,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

Village of Rantoul
Illinois

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

April 30, 2018

Christopher P. Morrill

Executive Director/CEO



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Angie Schultz
Financial Manager
Village of Rantoul, Illinois

The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date April 4, 2019



Rantoul Village Board of Trustees
Regular Study Session
March 5, 2019
6:00 P.M.

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

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

Roll Call

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

Mayor Smith, Trustees Hall, Gamel, Fox, Johnson, & Workman – 6.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Cynthia Rouse, Human Resource Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Ken Beth, Village Attorney; Amanda Riess, Village Attorney and Mike Graham Clerk.

Trustee Hall moved to approve the Agenda and Trustee Johnson seconded the motion. The Clerk Called the roll and the Motion carried **6 – 0**.

Public Participation

Richard Wollmer spoke about flooding problems in his neighborhood.

Kristian Hopkins spoke about the Big Brothers & Sisters upcoming fundraiser.

Items from the Mayor

- Appointments to Liquor Commission.
- Appointments to Storm Drainage Committee.
- Introduced Cynthia Rouse, New Human Resource Director.

Items from Trustees

“NONE”

Items from the Clerk

- Minutes from Regular Study Session, [February 5, 2019](#).
- Minutes from Regular Board Meeting Session, [February 12, 2019](#).

Items from the Administrator

- Discussion & Presentation of FY 2019 – 2020 Budget.
- Agenda planning – discussion of future Items.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, March 12, 2019.”

- Approve contract for Audit services with [Clifton Larson & Allen](#) for FY 2019 – FY 2023 - \$365,000.00.
- Approval of Bills and Monthly Financial Reports.
- Intergovernmental Agreement with [Rantoul Park District](#) for Parks Management and maintenance and fleet maintenance services - \$50,000.00.
- Contract with [Deem Landscaping](#) for installation and maintenance of plant beds and free standing planters - \$29,850.00.
- Purchase of [2019 Dodge Caravan](#) for Shields Auto Group - \$21,900.00.
- Purchase of 2019 Ford Transit XL Van for Shields Auto Group - \$27,500.00.

Motion to enter into Closed Executive Session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale of lease of property owned by the public body.

AND

Motion to enter into Closed Executive Session pursuant to 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.

Trustee Hall moved to enter into Closed Executive Session and Trustee Workman seconded the motion. The Clerk Called the Roll and the motion passed **6 – 0**. The Rantoul Village Board entered into Closed Executive Session at 7:19 P.M.

The Rantoul Village Board returned to Open Session at 9:15 P.M.

Adjournment

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

MEETING ADJOURNED AT 9:16 P.M

Mike Graham
Village Clerk

APPROVED May 12, 2019

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held March 5, 2019, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

**Rantoul Village Board of Trustees
Public Hearing
March 12, 2019**

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

A regular Public Hearing of the Board of Trustees of the Village of Rantoul was held at 5:45 P.M., President Pro Tem Henry Gamel presiding. President Pro Tem Henry Gamel called the proceeding to order.

Roll Call

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

Mayor Pro Tem Gamel, Trustees, Hall, Chad Smith, Johnson & Workman – 5.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Kenneth Beth, Attorney; Amanda Riess, Attorney; Pat Chamberlin, Comptroller; Ken Waters, Fire Chief; Luke Humphrey, Recreation; Cynthia Rouse, Human Resource Director; Greg Hazel, Public Works Director; and Village Clerk Mike Graham.

Public Comment Period

“NONE”

Adjournment

There being no further business to come before the Village Board of Trustees Public Hearing, dated March 12 2019, Trustee Hall moved to adjournment and Trustee Chad Smith seconded the motion. The Motion Carried by roll call vote **5 – 0.**

MEETING ADJOUNED AT 5:48 P.M.

Mike Graham
Village Clerk

APPROVED May 12 2019

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Public Hearing of the Board of Trustees held March 12, 2019, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

Regular Board Meeting

March 12, 2019

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. Mayor Pro Tem Henry Gamel called the proceeding to order.

Invocation & Pledge of Allegiance

The Invocation was given by Pastor Matt Bahnfleth, American Lutheran Church, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Pro Tem Henry Gamel, and Trustees, Hall, Chad Smith, Fox, Johnson & Workman - 6.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Cynthia Rouse, Human Resource Director; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Fox moved to approve the agenda for the meeting. Trustee Johnson, seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0**.

Public Participation

"NONE"

"NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 6 TO 0. UNLESS OTHERWISE NOTED BELOW."

Motion to approve the Consent Agenda. Trustee Johnson moved for approval and Trustee Fox seconded the motion.

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

Motion to pass approve 7th Amendment Sales and Lease Agreements for 735, 801, 909 & 1011 Pacesetter Drive (Hangers 1, 2, 3, & 4) and 1 Aviation Center Drive [Ordinance No. 2605](#), AN ORDINANCE AUTHORIZING AN APPROVING AGREEMENTS FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS, AND CERTAIN RELATED LEASE AGREEMENTS IN CONNECTION THEREWITH (735, 801, 902 and 1011 Pacesetter Drive and 1 Aviation Center Drive). Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

Motion to approve two [Police Vehicles](#) from Shields Auto Group; 2019 Dodge Caravan - \$21,900.00; and 2019 Ford Transit XL Van - \$27,500.00. Trustee Hall moved for approval and Trustee Johnson seconded the motion.

Motion to pass [Resolution No.3-19-1279](#), A RESOLUTION AUTHORIZING AND APPROVING SERVICES AGREEMENT BETWEEN THE VILLAGE OR RANTOUL AND CLIFTON LARSON & ALLEN, LLP. Trustee Hall moved for approval and Trustee Fox seconded the motion.

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

The Clerk called the Roll and the motion passed **6 – 0**.

Meeting Adjourned: 6:10 P.M.

Mike Graham
Village Clerk

Approved May 12, 2019

Charles Smith
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held March 12, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**Rantoul Village Board of Trustees
Special Board Meeting
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building
March 26, 2019**

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

Roll Call

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

Mayor Smith, and Trustees, Hall, Chad Smith, Fox, & Johnson - 5.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Cynthia Rouse, Human Resource Director; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director and Elected Village Clerk Mike Graham.

Public Participation

Loise Haines and Kellie Wahl spoke about the Public Art Muriel Project on the side of the Lindsey Lane Bridal Shop, as well as, the schedule for the Rantoul Farmer's Market this spring and summer.

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

Motion to pass [Ordinance No. 2606](#), AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2019 – 2020 (Includes Library Budget, Budget Overview, Job Titles and Pay Ranges). Trustee Hall moved for approval and Trustee Johnson seconded the motion.

Motion to pass [Resolution No. 3-19-1978](#), A RESOLUTION AUTHORIZING AN APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RANTOUL AND THE RANTOUL PARK DISTRICT REGARDING PARKS MANAGEMENT MAINTENANCE. Trustee Fox moved for approval and Trustee Hall seconded the motion.

Motion to pass [Resolution No.3-19-1280](#), A RESOLUTION AUTHORIZING AND APPROVING SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC. Trustee Fox moved for approval and Trustee Johnson seconded the motion.

Motion to enter into Closed Executive Session pursuant to 5 ILCS (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.

Trustee Hall moved to enter into Closed Executive Session and Trustee Chad Smith seconded the motion. The Clerk Called the Roll and the motion passed **4 – 0**.

The Rantoul Village Board entered into Closed Executive Session at 6:12 P.M.

The Rantoul Village Board returned to Open Session at 7:06 P.M.

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

The Clerk called the Roll and the motion passed **4 – 0**.

Meeting Adjourned: 7:07 P.M.

Mike Graham
Village Clerk

Approved May 12, 2019

Charles Smith
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held March 26, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**Rantoul Village Board of Trustees
Regular Study Session
April 2, 2019
6:00 P.M.**

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

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

Roll Call

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

Mayor Pro Tem Henry Gamel, Trustees Hall, Chad Smith, Fox, Johnson, & Workman – 6.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Cynthia Rouse, Human Resource Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Ken Beth, Village Attorney; Amanda Riess, Village Attorney and Mike Graham Clerk.

Trustee Workman moved to approve the Agenda and Trustee Hall seconded the motion. The Clerk Called the roll and the Motion carried **6 – 0**.

Public Participation

Paula Hopkins spoke.

Loise Haines spoke.

Wendell Golston spoke.

Items from the Mayor

“NONE”

Items from Trustees

“NONE”

Items from the Clerk

“NONE”

Items from the Administrator

- Agenda planning – discussion of future Items.

“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, April 9 , 2019.”

- Approval of Bills and Monthly Financial Reports.
- Contract of sale of surplus materials – [ZoomEX, LLC](#).
- Purchase of [Utility cable and materials](#) – Anixter - \$59,191.00.
- Construction [Engineering Agreement](#) with Burns & McDonnell for fencing project – not to exceed \$70,225.52.
- Purchase of [Pump-Station equipment](#) – various vendors - \$114,838.00.
- Design [Engineering Agreement](#) for resurfacing Maplewood Drive – Hutchison Engineering – not exceed \$75,000.00.
- [Motor Fuel Tax Resolution](#) 4-19-1281 for Maplewood Resurfacing Project - \$75,000.00.
- Sale of [1112 Enterprise Drive](#) (Building 513) to Lexycan LLC - \$105,000.00

Motion to enter into Closed Executive Session pursuant to 120/2 (C) 2, to consider collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classed of employees

AND

Motion to enter into Closed Executive Session pursuant to 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.

Trustee Hall moved to enter into Closed Executive Session and Trustee Fox seconded the motion. The Clerk Called the Roll and the motion passed **5 – 0**. The Rantoul Village Board entered into Closed Executive Session at 7:12 P.M.

The Rantoul Village Board returned to Open Session at 8:45 P.M.

Adjournment

There being no further business to come before the Board, Mayor Pro Tem Henry Gamel declared the proceeding adjourned.

MEETING ADJOURNED AT 8:46 P.M

Mike Graham
Village Clerk

APPROVED May 12, 2019

Charles Smith
Village President

ATTEST:

Mike Graham
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held April 2, 2019, as the same appears on the records of the Village now in my custody and keeping.

Mike Graham
Village Clerk

**Rantoul Village Board of Trustees
Special Board Meeting
Illinois Center for Transportation
1611 Titan Drive, Rantoul, Illinois
April 4, 2019**

A Special Board Meeting of the Board of Trustees of the Village of Rantoul was held at 8:30 A.M. Mayor Charles Smith called the proceeding to order.

Roll Call

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

Mayor Smith, and Trustees, Hall, Gamel, Chad Smith, Johnson & Workman - 6.

Trustee Gamel moved and Trustee Hall seconded to enter into closed session pursuant to 5 ILCS 120/2 (c) 6, to consider the setting of a price for sale or lease of property owned by the public body.

The Deputy Clerk called the Roll and the motion carried 5-0.

The Board returned to Open Session at 9:40 am

There was no Public Participation

Meeting adjourned at 9:40 am

Janet E. Gray
Village Deputy Clerk

Approved May 12, 2019

Charles Smith
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held March 26, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

Regular Board Meeting

April 9, 2019

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. Mayor Charles Smith called the proceeding to order.

Invocation & Pledge of Allegiance

The Invocation was given by Roger Evans of the 1st Christian Church of Champaign, Illinois, opening the meeting with a prayer. Following the invocation, Trustee Fox led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Smith, & Trustees, Hall, Gamel, Chad Smith, Fox, Johnson & Workman - 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Cynthia Rouse, Human Resource Director; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director; Amanda Riess, Village Attorney; and Elected Village Clerk Mike Graham.

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting. Trustee Workman seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0**.

Public Participation

Loise Haines spoke about the recent Talent Show.

Kristian Hopkins spoke about the Talent Show, the \$20,000.00 raised on behalf of the Big Brothers & Sisters in March and the fund raiser golf outing to be held on June 21, 2019 for the Big Brothers & Sisters at Lake of the Wood Golf Course which would benefit the organization on a regional basis.

“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 6 TO 0. UNLESS OTHERWISE NOTED BELOW.”

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

Motion to authorize and approve purchase of [utility cable and materials](#) for Anixter - \$59,191.00. Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve [Engineering Agreement](#) with Burns & McDonnell for fencing project - \$70,225.52. Trustee Johnson moved for approval and Trustee Fox seconded the motion.

Motion to authorize and approve purchase of [Pump Station equipment](#) from various vendors - \$114,838.00. Trustee Workman moved for approval and Trustee Hall seconded the motion

Motion to authorize and approve [Engineering Agreement](#) for resurfacing Maplewood Drive – Hutchison Engineering – not exceed \$75,000.00. Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to approve Micro Loan to [Jennifer Kitchen](#) - \$30,000.00 for five years at 2%. Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

Motion to approve EDA Revolving Loan to [Vijay Patel](#) - \$350,000.00 for ten years at 4%. Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

Motion to pass [Ordinance No. 2607](#), AN ORDINANCE AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (Scrap Metal and Scrap Wire). Trustee Fox moved for approval and Trustee Johnson seconded the motion.

Motion to pass [Ordinance No. 2608](#), AN ORDINANCE AUTHORIZING AND APPROVING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (1112 Enterprise Drive; Building No. 513). Trustee Hall moved for approval and Trustee Workman seconded the motion.

Motion to pass [Ordinance 2609](#), AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE (320, 324 and 328 Illinois Drive, Rantoul, Illinois). Trustee Hall moved for approval and Trustee Chad Smith seconded the motion.

Motion to pass [Resolution No.4-19-1281](#), A RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE - \$75,000.00. Trustee Fox moved for approval and Trustee Chad Smith seconded the motion.

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

The Clerk called the Roll and the motion passed **6 – 0**.

Meeting Adjourned: 6:21 P.M.

Mike Graham
Village Clerk

Approved May 12, 2019

Charles Smith
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held April 9, 2019 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

Agenda Item - May 7, 2019

Attachment A - Officers and Department Head Appointments

Department Head Appointments

Administrator	Scott Eisenhauer
Comptroller	Pat Chamberlin
ESDA Coordinator	Danny Russell
Fire Chief	Ken Waters
Police Chief	Anthony Brown
Public Works Director	Greg Hazel
Recreation Superintendent	Luke Humphrey



Mayor Charles Smith

Agenda Item - May 7, 2019

Attachment B - Board, Committee & Commission Appointments
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Citizens Advisory Committee

Reappoint Pam Cheek for a term expiring in 2023

Reappoint Sara Brown for a term expiring in 2023

Fire and Police Commission

Appoint Jose Igartua for a term expiring in 2020

Reappoint Brian Schurter for a term expiring 2022

Micro Loan Review Committee and Revolving loan Committee

Reappoint Denny Long for a term expiring 2022

Reappoint Jim Smith for a term expiring 2022

Reappoint Herman Fogal for a term expiring 2022

Planning and Zoning Commission

Reappoint Mike Daugherty for term expiring 2023

Reappoint Allen Jones for term expiring 2023

Reappoint Ken Waters for a term expiring 2023

Police Pension Board

Reappoint Mike Daugherty for a term expiring 2021

Mayor Charles Smith

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Additional Engineering Services with Burns & McDonnell for the N. Tanner Railroad Water Main Replacement	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$17,794.00 (Total Not-to-Exceed Amount)</u> \$12,794.00 (CE Amount) \$5,000.00 (Additional requirements)
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: April 29, 2019
SUMMARY HIGHLIGHTS: This Agenda Item provides for additional engineering services with Burns & McDonnell to support the additional permit information requirements for the N. Tanner Railroad Water Main Replacement project. This project consists of the installation of a twelve inch (12") casing pipe with a new four inch (4") ductile water main along N. Tanner Street near Letchworth. This work replaces a water main which failed under the Canadian National (CN) railroad spur and reestablishes this neighborhood's looped system. Burns & McDonnell performed the project design and is under contract to provide the construction engineering services (not-to-exceed \$12,794.00). Funding in the amount of \$144,000.00 will be provided through the Community Development Block Grant (CDBG) to support both the engineering and construction costs. During the fall/winter, the release of Federal Funds was delayed, during which time Canadian National (CN) updated their crossing requirements requesting more information, documentation, and a resubmittal of the crossing permit. Significant effort and cost to comply with CN's information requests will be experienced by both the Engineering Firm & the Contractor. This agenda item proposes to modify the BMcD Project No. 108998 to include an additional not-to-exceed \$5,000.00 to complete the necessary reports & plans. Once submitted and approved, this should allow for summer construction.	
RECOMMENDED ACTION: Authorize a modification to the engineering service agreement with Burns & McDonnell to provide an additional not-to-exceed \$5,000.00 to complete the necessary reports & plans for the Canadian National Crossing Permit (due to CN requirement changes) for the N. Tanner Railroad Water Main Replacement.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer 
AGENDA PAGE NUMBER:	



April 22, 2019

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

Re: Railroad Water Main Replacement – Request for Additional Funding
BMCD Project No. 108998

Dear Mr. Hazel:

Burns & McDonnell Engineering Co., Inc. (Burns & McDonnell) is pleased to submit this request for funding to the Village of Rantoul, Illinois (Village) for engineering services associated with the Railroad Water Main Replacement project.

BACKGROUND

A 4-inch diameter water main broke under an east-west rail spur owned by Canadian National Railroad near the intersection of Letchworth Avenue and Tanner Street. The Village installed valves on the north and south sides of the rail spur in 2014 that allow the broken section of water main to be isolated, but the water main needs to be replaced. A contract for replacement of the water main was awarded to Cross Construction, Inc. Burns & McDonnell was hired by the Village to provide engineering services during construction under an agreement executed on July 10, 2018.

Canadian National has updated their requirements since the project was bid and informed the Village that additional information must be submitted to obtain approval to complete the work. This letter summarizes our request for additional funding to support the Village with providing the information that Canadian National needs to obtain approval for the project. It serves as an amendment to our existing agreement (Burns & McDonnell Project No. 108998).

SCOPE OF SERVICES

The documents required by Canadian National include the following:

1. Soil Boring Logs
2. Geotechnical Report
3. De-Watering Plan
4. Induction Interference Study
5. Vibration Monitoring Plan
6. Shoring Plan
7. Site Safety Action Plan
8. Emergency Action Plan



G. Gregory Hazel, P.E.
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April 22, 2019
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9. An estimated construction schedule and Gantt chart with field contact name and phone number.
10. Detailed Work Plan
11. Settlement Monitoring Plan
12. Construction Monitoring Plan

Items 1 & 2 were previously completed in 2014. Item 4 should not be required for this project since it applies to overhead electrical utility projects. Items 3 and 5-12 will be provided by Cross Construction. Burns & McDonnell will develop a request for proposal with the technical requirements associated with Items 3 and 5-12 and issue a change request to Cross Construction. We will review the proposal provided by Cross Construction with the Village and process it as a change order to their contract.

We will also coordinate with Canadian National to obtain approval. This will include receiving documentation provided by Cross, submitting it to Canadian National, and responding to comments, as required.

COMPENSATION

Burns & McDonnell proposes to complete the scope of services in this proposal on a time-and-materials basis for a not to exceed fee of \$5,000.00.

CLARIFICATIONS

This proposal is subject to the following clarifications, based on our understanding of the Canadian National requirements:

- The previously completed soil borings and geotechnical report are adequate. Additional soil borings or geotechnical reporting is not included in this scope of services.
- Re-design of the water main replacement is not included in this scope of services.
- Permit fees (if applicable) will be paid by the Village.
- This scope of services does not include additional time for resident engineering services during construction.
- This scope of services does not include reporting to Canadian National during construction. That will be provided by Cross Construction as part of their contract.

GENERAL CONSIDERATIONS

If this proposal is satisfactory, please sign and date this document and return one signed copy to us to affect an Agreement. The Terms and Conditions for Professional Services in the original Agreement apply.



G. Gregory Hazel, P.E.
Village of Rantoul
April 22, 2019
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We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please call Joe at 630-724-3809.

Sincerely,
BURNS & McDONNELL ENGINEERING CO., INC.

Randall L. Patchett, P.E.
Department Manager – Water & Municipal Services

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

Attachment: Approved Agreement Dated July 10, 2018

PROJECT: RAILROAD WATER MAIN REPLACEMENT

Client: Village of Rantoul

Signature: _____

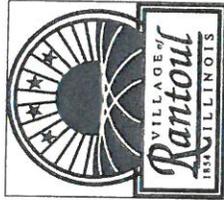
Title: _____

Date: _____

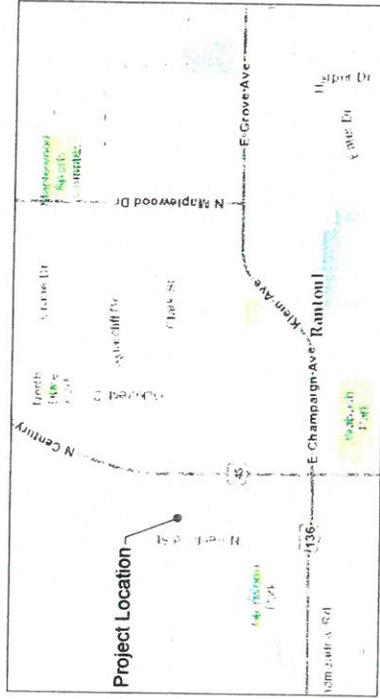
BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM		PAGE	OF
ITEM: Construction Engineering Services with Burns & McDonnell for the N. Tanner Railroad Water Main Replacement		DEPARTMENT: Public Works	
AGENDA SECTION:		AMOUNT: \$12,794.00 (Not-to-Exceed)	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS		DATE: June 20, 2018	
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for an engineering service agreement with Burns & McDonnell to provide the construction engineering (CE) services for the N. Tanner Railroad Water Main Replacement project. This project consists of the installation of a twelve inch (12") casing pipe with a new four inch (4") ductile water main along N. Tanner Street near Letchworth. This work replaces a water main which failed under the Canadian National (CN) railroad spur and reestablishes this neighborhood's looped system.</p> <p>The design engineering was performed by Burns & McDonnell and it is recommended that their services be utilized for the bidding & construction engineering phases of this project in the not-to-exceed amount of \$12,794.00. Total funding in the amount of \$144,000.00 is provided through the Community Development Block Grant (CDBG) budget to support both the engineering and construction.</p> <p>Advertising for construction is underway (began June 27th) with bids due on July 11, 2018. If competitive pricing is received, it is the intent to request project award at the July 17, 2018 Board meeting. This will allow for a summer 2018 construction schedule.</p>			
RECOMMENDED ACTION: Authorize an engineering service agreement with Burns & McDonnell to provide the construction engineering (CE) services for the N. Tanner Railroad Water Main Replacement project in the not-to-exceed amount of \$12,794.00.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 		VILLAGE ADMINISTRATOR: Rick Snider	
AGENDA PAGE NUMBER:			

Village of Rantoul



Railroad Watermain Replacement



Contract Drawings

DWG NO. TITLE
 C001 RAILROAD WATERMAIN REPLACEMENT
 PLAN AND PROFILE
 LEGEND AND DETAILS

October 2014

80541

1431 ORPUS PLACE SUITE 400
 DOWNERS GROVE, IL 60515
 LICENSEE NO. 184.001310

BEFORE YOU DIG
 CALL 800-387-0733

**PRELIMINARY - NOT
 FOR CONSTRUCTION**

no.	date	by	desc	description



June 1, 2018

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

Re: Proposal for Railroad Water Main Replacement
Bid Phase & Part-Time Construction Engineering Services

Dear Mr. Hazel:

Burns & McDonnell Engineering Co., Inc. is pleased to submit this proposal to the Village of Rantoul, Illinois (Village) to provide bid phase and part-time construction engineering services for the Railroad Water Main Replacement project.

BACKGROUND

A 4-inch diameter water main broke under an east-west rail spur owned by Canadian National Railroad near the intersection of Letchworth Avenue and Tanner Street. The Village installed valves on the north and south sides of the rail spur in 2014 that allow the broken section of water main to be isolated, but the water main needs to be replaced. Burns & McDonnell provided design engineering services to the Village under an agreement executed on August 14, 2014. We understand that the Village is intending to construct the improvements in summer 2018. This proposal is to provide bid phase and part-time construction engineering services during construction.

SCOPE OF SERVICES

Task 1 – Bid Phase Support

Activities provided as part of this task include:

- Providing bid documents: Electronic copies of the final issued for bid documents will be made available to prospective bidders in Adobe ® PDF format for a nominal fee. Bidders will be allowed to purchase hard copies of the documents at printing cost.
- Bid assistance: Burns & McDonnell will provide bidding assistance including receiving bidder questions and requests for clarification, responding to questions in writing and preparation of addenda as necessary.
- Bid review and recommendation: We will review bids for completeness, develop and review bid tabulation, and make a recommendation for contract award.
- Contract preparation: We will assist the Village in preparation and execution of the contracts.

G. Gregory Hazel, P.E.
Village of Rantoul
June 1, 2018
Page 2

Task 2 – Construction Administration

Activities provided as part of this task include:

- Attendance at a preconstruction meeting that will be held at the Village with the selected Contractor. Burns & McDonnell will facilitate the meeting on behalf of the Village and will prepare a meeting agenda and distribute meeting minutes following the meeting. We anticipate one preconstruction meeting prior to beginning work. Our staff engineer will attend the meeting in person and our project manager will participate by phone.
- Submittal Review: Burns & McDonnell will review shop drawings and data submitted by the contractor for conformity with the contract plans and specifications. As part of this task we will develop and maintain a shop drawing review log including receipt dates, review status and conformity information for the submittals required to be made by the contractors. The log will be maintained throughout the construction phase of the Project.
- Contract Administration: Burns & McDonnell will review weekly reports prepared by Village staff, review contractor's monthly and final pay requests, review contractor's requests for information and requests for proposals, prepare change orders, and notify the Village of identified items not in conformance with the Construction Contract Documents.

Task 2 – Resident Engineering

Activities provided as part of this task include:

- Resident Engineering:
 - Burns & McDonnell will provide part-time construction observation and inspection services for the project. Our services will consist of providing one on-site Construction Inspector, responsible for observing the work for conformance with the Contract Construction Documents. Photo documentation will be provided as part of these services.
 - This proposal is based on providing these services on a part-time basis. The project is estimated to take approximately 20 working days (4 weeks) to complete. We will provide eight (8) hours per day, one (1) day per week for a total of 4 visits during construction. We have budgeted 32 hours for these services.
- Contract Closeout: Burns & McDonnell will close out the contract following completion of the project. Our services will consist of one site inspection after substantial completion, developing a project punch list, and one final site inspection with the Village and Contractor.
- Conforming to Construction Drawings: Burns & McDonnell will incorporate "red-line" records from the Contractor into the project drawing files and provide a set of Conforming to Construction Drawings in electronic format to the Village.



G. Gregory Hazel, P.E.
Village of Rantoul
June 1, 2018
Page 3

COMPENSATION

Burns & McDonnell proposes to complete the scope of services included in this proposal on a time-and-materials basis for a fee of \$12,794.00 in accordance with the attached rate sheet.

GENERAL CONSIDERATIONS

If this proposal is satisfactory, please sign and date this document and return one signed copy to us to affect an Agreement. The attached Terms and Conditions for Professional Services are incorporated in and made a part of the Agreement.

We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please call Randy at 630-724-3276 or Joe at 630-724-3809.

Sincerely,
BURNS & McDONNELL ENGINEERING CO., INC.

Handwritten signature of Randall L. Patchett, P.E.

Randall L. Patchett, P.E.
Water and Municipal Services Manager

Handwritten signature of Joseph M. Darlington.

Joseph M. Darlington, P.E.
Project Manager

JMD/jmd



G. Gregory Hazel, P.E.
Village of Rantoul
June 1, 2018
Page 4

**PROJECT: RAILROAD WATER MAIN REPLACEMENT
BID PHASE & PART-TIME CONSTRUCTION
ENGINEERING SERVICES**

Client: Village of Rantoul

Signature: Charles Amiel

Title: MAYOR

Date: 7-10-2018

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$57.00
Technician *	6	\$72.00
Assistant *	7	\$82.00
	8	\$109.00
	9	\$122.00
Staff *	10	\$132.00
	11	\$143.00
Senior	12	\$156.00
	13	\$184.00
Associate	14	\$193.00
	15	\$198.00
	16	\$203.00
	17	\$209.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2018, and are subject to revision thereafter.

Village of Rantoul
Railroad Water Main Replacement
Estimated Fees for Part-Time Construction Engineering Services
June 1, 2018

Task Description	Project Manager (12)	Staff Engineer (10)	Project Technician (7)	Expenses	Task Total
Task 1 - Bid Phase Support					
Provide Bid Documents			4		\$ 1,904
Bid Assistance	4				\$ 328
Bid Review & Recommendation	4				\$ 624
Contract Preparation			4		\$ 624
Task 2 - Construction Administration					
Preconstruction Meeting	2	8			\$ 2,424
Submittal Review		4			\$ 1,368
Contract Administration		4			\$ 528
Task 3 - Part-Time Resident Engineering					
Construction Observation *		32		\$ 300	\$ 4,524
Contract Close-out (Punch List)		16		\$ 150	\$ 2,262
Conforming to Construction Drawings	4	8			\$ 1,680

Total hours	14	72	8		
Hourly Billing Rate	<u>\$156</u>	<u>\$132</u>	<u>\$82</u>		
Subtotals	\$2,184	\$9,504	\$656	\$ 450	\$12,794

* Based on providing part-time support for eight (8) hours per day, one day per week, for a total of 4 working days.

Total Hours	94
Total Fee	\$ 12,794

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Railroad Water Main Bid Phase & Part-Time Construction Engineering Services
Client: Village of Rantoul, Illinois

Date of Letter, Proposal, or Agreement: June 1, 2018

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY— LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary

(continued on reverse side)

rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services

for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Construction Contract for the N. Tanner Railroad Water Main Replacement - Change Order #1	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$91,174.30 - Total <div style="text-align: right;"> \$77,274.30 – Base Bid \$11,400.00 – Change Order#1 \$ 2,500.00 – Contingency </div>
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: April 30, 2019

SUMMARY HIGHLIGHTS:

This Agenda Item provides for Change Order #1 associated with the Construction Agreement for the N. Tanner Railroad Water Main Replacement project. This project is located along N. Tanner Street near Letchworth Avenue and seeks to replace a water main which failed under the Canadian National (CN) railroad spur. This work will reestablish the looped water distribution system in this neighborhood and includes furnishing and installing of all materials, labor and equipment required for the complete construction of 50 linear feet of 12-inch casing pipe under the railroad spur via jack and bore, 86 linear feet of 4-inch water main and appurtenances, pressure grouting of existing water main to be abandoned, connection to existing water main, pavement removal and replacement, and restoration.

Cross Construction was awarded the construction contract in the amount of \$77,274.30, while a contingency fund of \$2,500.00 was established. Funding in the amount of \$144,000.00 will be provided through the Community Development Block Grant (CDBG) to support both the engineering and construction costs. During the fall/winter, the release of Federal Funds was delayed, during which time Canadian National (CN) updated their crossing requirements requesting more information, documentation, and a resubmittal of the crossing permit.

Significant effort and cost to comply with CN's information requests will be experienced by both the Engineering Firm & the Contractor. This agenda item proposes to process Change Order #1 in the amount of \$11,400.00 to address the additional necessary reports & plans to gain the Right of Entry Permit from Canadian National. Once submitted and approved, this should allow for summer construction.

RECOMMENDED ACTION: Authorize approval of Change Order #1 with Cross Construction, Inc. in the amount of \$11,400.00 (retaining the \$2,500.00 contingency fund), for the N. Tanner Railroad Water Main Replacement project.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer 
--	---

AGENDA PAGE NUMBER:



April 22, 2019

G. Gregory Hazel, P.E.
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Re: Railroad Water Main Replacement – Change Order No. 1

Dear Mr. Hazel:

In 2014, the Village of Rantoul discovered a leaking water main under a railroad spur. Based on correspondence with Canadian National Railroad, it was understood that repairs could proceed after filing the required documentation. A plan and cross section drawing (showing bore pits and zone of influence) and a Notice of Intent form were submitted to Canadian National for review and approved via email on February 18, 2015. The approval email is attached.

The project was put on hold until mid-2018 when the Village received bids and awarded the project to a contractor. Since that time, the contractor, Cross Construction, attempted to receive the Right of Entry Permit but was not been successful in getting a response from Canadian National until March 2019. On March 1, 2019, Canadian National informed the Village via email that their permitting and construction requirements have been updated and a new submittal is required to obtain approval to complete the work. The email is attached.

The following documents must be submitted according to the new requirements:

1. Soil Boring Logs
2. Geotechnical Report
3. De-Watering Plan
4. Induction Interference Study
5. Vibration Monitoring Plan
6. Shoring Plan
7. Site Safety Action Plan
8. Emergency Action Plan
9. An estimated construction schedule and Gantt chart with field contact name and phone number.
10. Detailed Work Plan
11. Settlement Monitoring Plan
12. Construction Monitoring Plan

Items 1 & 2 were completed in 2014. Item 4 should not be required for this project since it applies to overhead electrical utility projects. The other items (3 and 5-12) were not included in



G. Gregory Hazel, P.E.
Village of Rantoul
April 22, 2019
Page 2

the bid documents since they were not part of the original requirements that applied at the time the project was bid.

We have requested a proposal from Cross Construction to determine costs associated with their effort to complete Items 3 and 5-12, which is attached to this letter. This work will be incorporated into their contract through Change Order No. 1, which is also attached. Please review the attached documentation, and if acceptable, return a signed copy to us via email.

Please contact me at (630) 724-3809 or jdarlington@burnsmcd.com if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Joseph M. Darlington". The signature is fluid and cursive.

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

cc: Jacob McCoy, P.E., Village of Rantoul

Attachments: Change Order No. 1
Cross Construction Proposal
Canadian National approval email February 18, 2015
Canadian National additional requirements email March 5, 2019



CHANGE ORDER NO. 1
For Contract between Owner and Contractor

Project Name: Railroad Water Main Replacement BMcD Project No. 108998
Owner: Village of Rantoul Client Project No. _____
Contractor: Cross Construction Corp. Contract No. N/A

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

Contractor shall complete the following activities to satisfy the requirements of Canadian National Railroad as described in the *Utility Crossing/Encroachment Application Packet* in accordance with the attached proposal.

- 1. De-Watering Plan
- 2. Vibration Monitoring Plan & Vibration Monitoring
- 3. Shoring Plan
- 4. Site Safety Action Plan
- 5. Emergency Action Plan
- 6. Construction Schedule
- 7. Settlement Monitoring Plan

*The Notice to Proceed has not been issued. As a result, Completion Dates have not yet been determined. The times for Substantial and Final Completion in the original contract still apply.

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price \$ 77,274.30
Total net amount of all previous Change Orders(+ or -) \$ 0.00
Total net amount of all previous variable quantity adjustments(+ or -) \$ 0.00
Total net amount of this Change Order(+ or -) \$ 11,400.00
Current Contract Price, including this Change Order \$ 88,674.30

The revised Contract Time is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s).....	<u>TBD*</u>	<u>TBD*</u>
Total net time adjustment* of all previous Change Orders(+ or -)	<u>0</u>	<u>0</u>
Total net time adjustment* of this Change Order.....(+ or -)	<u>0</u>	<u>0</u>
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days <input type="checkbox"/> Other _____		
Current Completion Date(s), including this Change Order	<u>TBD*</u>	<u>TBD*</u>

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.



01-05-2015 Form CO-2

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER

CONTRACTOR



By _____

By Dan Long

Date _____

Date 4/23/2019

The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL

By _____

Date _____



PROPOSAL/QUOTE

TO: Joe Darlington
Burns and McDonnell

DATE: 04/19/2019

PROJECT Village of Rantoul
Railroad Watermain
Replacement

Item	Description	Unit	Quantity	Price	Total
	Dewatering Plan	EA	1.00	\$600.00	\$800.00
	Vibration Monitoring Plan	EA	1.00	\$600.00	\$800.00
	Vibration Monitoring	Day	3.00	\$1,000.00	\$3,000.00
	Vibration Monitoring Equipment	EA	1.00	\$1,200.00	\$1,200.00
	Shoring Plan	EA	1.00	\$2,200.00	\$2,200.00
	Site Safety Action Plan	EA	1.00	\$500.00	\$500.00
	Emergency Action Plan	EA	1.00	\$500.00	\$500.00
	Schedule	Ea	1.00	\$0.00	\$0.00
	Settlement Monitoring Plan	Ea	4.00	600.00	\$2,400.00
<p>Vibration monitoring is an estimate in days</p> <p>Settlement monitoring price is based on ground elevation shots only. Assume probes wont be necessary for this shallow depth.</p> <p>Pre construction During Construction Post Construction 30 Day Post Construction</p>					
Quotation Prepared By: Dan Long				SUBTOTAL	\$11,400.00
				Sales Tax	
				TOTAL	\$11,400.00
To Accept This Quotation, Please Sign and Date Here:					

Darlington, Joseph

From: Joseph Wojcik <Josephs.Wojcik@cn.ca>
Sent: Wednesday, February 18, 2015 8:35 AM
To: Darlington, Joseph
Subject: RE: 0886-MA Rantoul IL chicago sub MP 32.97
Attachments: Flagging - Cable Locate Revised 08-01-13.pdf

Email is the authorization.
Here is the flagging form.
Thanks
Joe

From: Darlington, Joseph [mailto:jdarlington@burnsmcd.com]
Sent: Wednesday, February 18, 2015 8:33 AM
To: Joseph Wojcik
Cc: Mary Ellen Carmody; 80541
Subject: RE: 0886-MA Rantoul IL chicago sub MP 32.97

Thanks Joe. Will you be sending an executed permit form? Or should I consider this email authorization to proceed with the project?

I would like to let the Village know an estimate of costs associated with the project. Do you anticipate that flagging and signal locate will be required? If so, can you let me know what the costs (if any) are associated with those items?

Thanks,

Joe Darlington, PE* \ Burns & McDonnell
Staff Civil Engineer \ Water & Municipal Services
o 630-724-3809 \ m 815-245-7913 \ f 630-724-3201
jdarlington@burnsmcd.com \ burnsmcd.com
1431 Opus Place, Suite 400 \ Downers Grove, IL 60515



Proud to be one of *FORTUNE's* 100 Best Companies to Work For
Please consider the environment before printing this email.
*Registered in: IL

From: Joseph Wojcik [mailto:Josephs.Wojcik@cn.ca]
Sent: Wednesday, February 18, 2015 8:12 AM
To: Darlington, Joseph
Cc: Mary Ellen Carmody
Subject: 0886-MA Rantoul IL chicago sub MP 32.97

OK to proceed with this project.
Contact Maryellen Carmody to set up flagging and signal locate.
Thanks
Joe

Darlington, Joseph

From: Joseph Wojcik <Josephs.Wojcik@cn.ca>
Sent: Tuesday, March 5, 2019 2:38 PM
To: Darlington, Joseph; Dan Long; Beth Anderson
Cc: Paul Chojenski; 'Greg Hazel PE (g-hazel@village.rantoul.il.us)'; Jake McCoy
Subject: RE: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97
Attachments: Utility Crossing-Encroachment Application Packet.pdf

Need to start over with our new specs.

Thanks

joe

From: Darlington, Joseph [mailto:jdarlington@burnsmcd.com]
Sent: Tuesday, March 05, 2019 10:17 AM
To: Joseph Wojcik <Josephs.Wojcik@cn.ca>; Dan Long <dlong@crossconstructioncorp.com>; Beth Anderson <beth@crossconstructioncorp.com>
Cc: Paul Chojenski <Paul.Chojenski@cn.ca>; 'Greg Hazel PE (g-hazel@village.rantoul.il.us)' <g-hazel@village.rantoul.il.us>; Jake McCoy <jmccoy@village.rantoul.il.us>
Subject: RE: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97

Yes, a 12-inch casing.

Joe Darlington, PE, ENV SP \ Burns & McDonnell
Senior Civil Engineer \ Water
o 630-724-3809 \ m 815-245-7913

From: Joseph Wojcik <Josephs.Wojcik@cn.ca>
Sent: Tuesday, March 5, 2019 10:08 AM
To: Darlington, Joseph <jdarlington@burnsmcd.com>; Dan Long <dlong@crossconstructioncorp.com>; Beth Anderson <beth@crossconstructioncorp.com>
Cc: Paul Chojenski <Paul.Chojenski@cn.ca>; 'Greg Hazel PE (g-hazel@village.rantoul.il.us)' <g-hazel@village.rantoul.il.us>; Jake McCoy <jmccoy@village.rantoul.il.us>
Subject: RE: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97

Are you pushing a new casing?

Thanks

joe

From: Darlington, Joseph [mailto:jdarlington@burnsmcd.com]
Sent: Monday, March 04, 2019 9:20 AM
To: Joseph Wojcik <Josephs.Wojcik@cn.ca>; Dan Long <dlong@crossconstructioncorp.com>; Beth Anderson <beth@crossconstructioncorp.com>
Cc: Paul Chojenski <Paul.Chojenski@cn.ca>; 'Greg Hazel PE (g-hazel@village.rantoul.il.us)' <g-hazel@village.rantoul.il.us>; Jake McCoy <jmccoy@village.rantoul.il.us>
Subject: RE: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97

Hi Joe,

Thank you for your response about this project. You are correct that we first corresponded about this in 2014. It's been a long time, so I wanted to provide a little bit of the background.

In 2014, the Village of Rantoul discovered a leaking water main under the railroad spur and per correspondence with you, understood they could proceed with repairs after filing the required documentation. They also understood that an application fee was not required since it was a maintenance item. We prepared a plan and cross section drawing (showing bore pits and zone of influence) and the notice of intent and submitted them to you for review, which you approved via email on February 18, 2015.

The project was put on hold until mid-2018 when the Village received bids and awarded the project to a contractor. Since that time, the contractor, Cross Construction, has been attempting to receive the Right of Entry Permit but has not been successful in getting a response.

The original notice of intent, a Google streetview image, and your approval email dated February 18, 2015 are attached. Also attached are the construction drawings—these are the same that you reviewed previously, except the date was updated to June 2018 since that is when the Village bid the project.

Again, we greatly appreciate your help and assistance on this project. Given the history and documents previously submitted and approved, can you please confirm the previously submitted documents are still acceptable, and help the team receive the Right of Entry Permit so this project can be completed?

Thank you,

Joe Darlington, PE, ENV SP \ Burns & McDonnell

Senior Civil Engineer \ Water

o 630-724-3809 \ m 815-245-7913

From: Joseph Wojcik <Josephs.Wojcik@cn.ca>

Sent: Friday, March 1, 2019 4:16 PM

To: Dan Long <dlong@crossconstructioncorp.com>; Beth Anderson <beth@crossconstructioncorp.com>

Cc: Darlington, Joseph <jdarlington@burnsmcd.com>; Paul Chojenski <Paul.Chojenski@cn.ca>

Subject: RE: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97

Here are our new specs.

Need a lot more information now.

Are you putting in a water pipe only or a new casing with a new water line?

Will need intent form filled out.

Will need a plan view, cross section view and a google view showing the location.

Will have to show bore pits with the zone of influence.

If bore pits are with the zone will need to show the shoring and the calcs.

Thanks

Joe

From: Dan Long [<mailto:dlong@crossconstructioncorp.com>]

Sent: Friday, March 01, 2019 3:28 PM

To: Joseph Wojcik <Josephs.Wojcik@cn.ca>; Beth Anderson <beth@crossconstructioncorp.com>

Cc: jdarlington@burnsmcd.com; Paul Chojenski <Paul.Chojenski@cn.ca>

Subject: RE: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97

This is to replace the leaking watermain.

Dan Long

Vice President
Cross
Construction
3615 Countryview Rd
Urbana, IL
217 367-3526 x 112

From: Joseph Wojcik <Josephs.Wojcik@cn.ca>
Sent: Friday, March 01, 2019 3:23 PM
To: Beth Anderson <beth@crossconstructioncorp.com>
Cc: jdarlington@burnsmcd.com; Dan Long <dlong@crossconstructioncorp.com>; Paul Chojenski <Paul.Chojenski@cn.ca>
Subject: 0886-MA Rantoul IL chicago sub dewey lead MP 32.97

After further checking This was my file 0886-MA.
This was to fix a water main leak in 2014.
What are you going to do now?
Thanks
joe

From: Beth Anderson [<mailto:beth@crossconstructioncorp.com>]
Sent: Friday, March 01, 2019 1:20 PM
To: Joseph Wojcik <Josephs.Wojcik@cn.ca>
Cc: jdarlington@burnsmcd.com; Dan Long <dlong@crossconstructioncorp.com>; Paul Chojenski <Paul.Chojenski@cn.ca>
Subject: FW: Right of Entry Application
Importance: High

We have followed up with Mr. Chojenski numerous times, via email and phone, since submitting the ROE request on August 29, 2018. We had one reply from him on January 9, 2019, requesting the RR Utility Permit Number for this project. I supplied the number "0886-MA Rantoul IL Chicago sub MP 32.97" on the same day with no feedback. I followed up again on 2/20 and still have heard nothing further.

Beth Zabel

Construction Support Manager
Cross Construction, Inc.
3615 N. Countryview Road
Urbana, IL 61802
(217) 367-3526 ext. 100

From: Beth Anderson
Sent: Wednesday, August 29, 2018 3:37 PM
To: paul.chojenski@cn.ca
Cc: Dan Long <dlong@crossconstructioncorp.com>; g-hazel@myrantoul.com; jdarlington@burnsmcd.com
Subject: Right of Entry Application
Importance: High

Paul, please begin processing our Right of Entry Application attached. Check #60416 was mailed yesterday, so you should be receiving it hopefully today or tomorrow via USPS. Please let me know if you have any questions or comments.

Thanks and have a great day!!

Beth Zabel

Construction Support Mgr.

Cross Construction, Inc.

3615 N. Countryview Rd.

Urbana, IL 61802

beth@crossconstructioncorp.com

phone: 217-367-3526 ext. 100

fax: 217-337-3066

cell: 217-841-5576

- REFERENCE - ✓

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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

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

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

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

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

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

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

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

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

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

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

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

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

Wage Rates: The Village of Rantoul, has established the rates for various classifications of workers and crafters on the proposed improvements, with said rates being the State of Illinois Prevailing Wage Rates. The Contractor and all of its subcontractors shall comply with these rate requirements. The Bid shall be conditioned upon compliance with all labor related requirements including the regulations and stipulations concerning equal employment opportunity, affirmative action requirements, and prevailing wage rates. A copy of the State of Illinois Prevailing Wage Rates is included in the Project Manual.

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

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

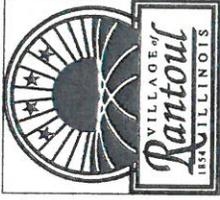
Withdrawal of Bids: No bid shall be withdrawn for a period of ninety (90) days after the bid opening without consent of the Village of Rantoul.

Owner's Right to Reject Bids: The Village of Rantoul reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the Village of Rantoul for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Village of Rantoul because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

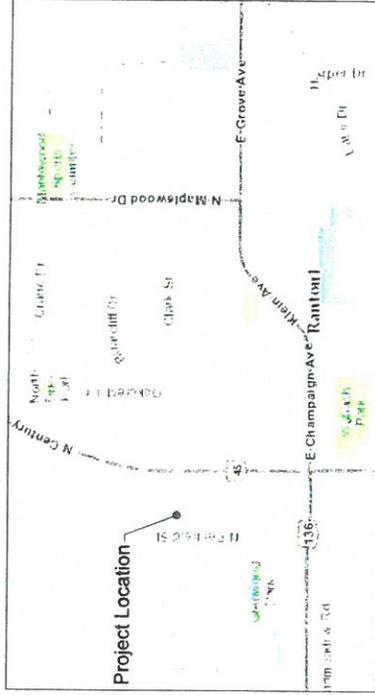
Published by the Authority of the Village of Rantoul, Illinois

June 27, 2018.

Village of Rantoul



Railroad Watermain Replacement



Contract Drawings

DWG. NO. TITLE
 COVER INDEX
 C001 PLAN AND PROFILE
 C101 LEGEND AND DETAILS

October 2014

80541

Joseph M. Duffington
Civil Engineer
082-288871



BEFORE YOU DIG
 CALL 811
 800-887-0733



1431 OPIUS PLACE SUITE 400
 DOWNER GROVE, IL 60515
 LICENSE NO. 184.001310

PRELIMINARY - NOT FOR CONSTRUCTION

no.	date	by	old	description



July 24, 2018

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

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

Dear Mr. Hazel:

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

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

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

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

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



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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Joseph M. Darlington". The signature is written in a cursive, flowing style.

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

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

Attachment: Specification Section 002116

DOCUMENT 002116 - INSTRUCTIONS TO BIDDERS
ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

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

1.02 COPIES OF BID DOCUMENTS:

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

1.03 EXAMINATION OF BID DOCUMENTS AND SITE:

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

1.04 INTERPRETATIONS OR CORRECTION OF BID DOCUMENTS:

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

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ARTICLE 2 - BASIS OF BIDDING

2.01 SPECIFIED EQUIPMENT AND MATERIALS:

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

2.02 INDIRECT COSTS:

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

2.03 SUBCONTRACTORS:

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

2.04 CONTRACT TIMES:

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

ARTICLE 3 - BIDDING PROCEDURE

3.01 PREPARATION OF BID:

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

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

3.02 METHOD OF BIDDING:

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

3.03 SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:

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

3.04 BID SECURITY:

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

3.05 SUBMISSION OF BID:

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

3.06 MODIFICATION OR WITHDRAWAL OF BIDS:

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

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

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

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER'S RIGHT TO REJECT BIDS:

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

5.02 EVALUATION OF BIDS:

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

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

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

ARTICLE 6 - SIGNING OF AGREEMENT

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

ARTICLE 7 - SIGNING OF AGREEMENT

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

END OF DOCUMENT 002116

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE	OF
ITEM: Purchase Electric Equipment to support load growth at Rantoul Foods	DEPARTMENT: Public Works		
AGENDA SECTION:	PROJECT AMOUNT: \$96,800.00 - Two 3000kva pad-mount transformers \$15,000.00 - Electric Materials (fuses); freight & off loading, etc. \$111,800.00 - Total		
ATTACHMENTS: <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 9, 2019		
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the approval to purchase electric materials and replacement equipment required to support load growth at Rantoul Foods. The customer continues to grow their business and has loaded one of the pad-mounted transformers to a point where the transformer is now undersized to accommodate their load configuration. The purchase of two (2) 3000kva (13.8kv-4.16kv) pad-mount transformers is proposed. One unit will be placed into service, while the second will serve as a spare/emergency replacement.</p> <p>The customer is currently served by nine (9) pad-mount transformers. The Village has attempted to limit the transformer sizes to 2500kva (handling, fusing, fault current, etc.), but in order to address this loading situation, a larger unit is required. This particular transformer serves a portion of Rantoul Foods chilling equipment / meat cooling systems. The existing transformer will be removed and returned to the storeroom.</p> <p>Pricing continues to be received and clarified (the vendor who has supplied the previous ABB transformers has yet to respond - as of today (May 9, 2019). The initial recommendation would be to purchase a shorter lead-time transformer from Jerry's (\$51,300.00) and a longer lead-time unit from T&R (\$45,500.00). This represents the proposed not-to-exceed amount of \$96,800.00.</p> <p>Additional funds of \$15,000.00 be included to address shipping costs, off-loading of equipment, and any unforeseen material (fuses) or project costs.</p> <p>This operational situation was not anticipated and the purchases were not included in the FY20 Budget. The purchase and replacement will be funded from the electric Infrastructure Account 541-1180-430-75-70 and from the Inventory Account 541-0000-130-00-00.</p>			
RECOMMENDED ACTION: Authorize the approval of the purchase of two (2) 3000kva (13.8kv-4.16kv) pad-mount transformers in the amount not-to-exceed of \$96,800.00; and approve funds in the amount of \$15,000.00 to address shipping costs, off-loading of equipment and unforeseen material (fuses), or project costs.			
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:		
AGENDA PAGE NUMBER:			

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE ONE OF TWO

ITEM: Purchase of twenty-eight (28) body worn cameras and required accessories	DEPARTMENT: Police
AGENDA SECTION:	AMOUNT: \$21,447
ATTACHMENTS: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	DATE: May 7, 2019
SUMMARY HIGHLIGHTS:	
<p>SUMMARY HIGHLIGHTS: The police department is requesting the purchase of twenty-eight (28) body cameras from Axon Enterprises. The new cameras will replace the police department's current cameras which were deployed in September 2014. The older cameras are no longer manufactured and parts are becoming scarcer.</p> <p>The purchase price of 28 Axon Body 2 cameras is \$13,972.00. The cost of required accessories, specifically the five (5) camera docking stations, is \$7,475.00. The total cost of the project is \$21,447.00.</p> <p>The police department performed a product field test of the Axon Body 2 over several months in 2018. The Axon Body 2 had favorable reviews from the officers who were assigned to test the functionality and durability.</p> <p>The police department did not test or demo any other body camera currently on the market. There were several factors as to why the police department did this and as a result request sole sourcing from Axon Enterprises:</p> <ul style="list-style-type: none"> • The police department currently uses the Axon/Taser Flex 1 cameras. The transition to the Axon Body 2 cameras would require little training for officers to begin using. • The Axon Body 2 cameras seamlessly connect to Axon's evidence.com digital storage solution. The police department has utilized evidence.com for digital storage since 2011. Officers utilize evidence.com on a daily basis and changing to the Body 2 cameras would not change any procedures currently in place. • Utilizing a different manufacturer of body cameras would result in finding another digital storage solution whether it be in-house or different cloud-based storage company. Either of these solutions would be more expensive and require additional training of officers. • The police department has sent personnel to receive certification to perform redactions for court and FOIA purposes utilizing evidence.com software. Utilizing a different company or in-house storage would require additional training, expense and software to perform these redactions. 	

The police department applied for the body worn camera grant through the Illinois Law Enforcement Training Standards board in February 2019. The grant was for the purchase of body worn cameras only and did not cover the cost of any accessories. On 04/22/2019, the Village received notice of award for the full requested amount of \$13,972. This grant is a reimbursable grant so the Village would need to cover the initial cost from the general fund. The cameras must be purchased and deployed by 06/30/2019 for the cost to be reimbursed by the grant.

The additional amount (\$7,475.00) for required accessories will come from a "New Equipment fund" which is collected on traffic and criminal cases by the Champaign County Circuit Clerk and distributed to the Village of Rantoul and earmarked for police equipment.

RECOMMENDED ACTION:

Recommend approval of the purchase of 28 body worn cameras and required accessories for a total cost of \$21,447.00

DEPARTMENT HEAD APPROVAL

Anthony J. Brown

VILLAGE ADMINISTRATOR

Scott Eisenhauer



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-202239-43518.840LM

Issued: 02/22/2019

Quote Expiration: 05/10/2019

Account Number: 110129

Start Date: 06/01/2019
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00003308

SALES REPRESENTATIVE

Lindsey McNeill
 Phone: 480-502-6200
 Email: lmcneill@taser.com
 Fax:

PRIMARY CONTACT

Justin Bouse
 Phone: 217-893-0988
 Email: jbouse@village.rantoul.il.us

SHIP TO

Justin Bouse
 Rantoul Police Department - IL
 109 E. GROVE AVE.
 Rantoul, IL 61866
 US

BILL TO

Rantoul Police Department - IL
 109 E. GROVE AVE.
 Rantoul, IL 61866
 US

Axon Body 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	28	499.00	499.00	13,972.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	5	1,495.00	1,495.00	7,475.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	28	0.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	28	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	28	0.00	0.00	0.00
Subtotal					21,447.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					21,447.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00

Spares (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00
				Grand Total	21,447.00



Discounts (USD)

Quote Expiration: 05/10/2019

List Amount	21,946.00
Discounts	499.00
Total	21,447.00

**Total excludes applicable taxes and shipping*

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Lindsey McNeill at lmcneill@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-202239-43518.840LM

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**Illinois Grant Accountability and Transparency
Notice of State Award**

04/19/19

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STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Illinois Law Enforcement Training Standards Board Department/Organziation Unit:
State Award ID Number (SAIN)	2095-12477
State Program Description	Grants to units of Illinois local government police agencies for the purpose of reimbursement for: (1) Purchasing in-car video cameras for use in law enforcement vehicles. (2) Purchasing officer-worn body cameras for law enforcement officers. (3) Training for law enforcement officers in the operation of these cameras.
Annoucnment Type	Initial
Agency (Grantor) Contact Information	Name: Denise A. Matthew Phone: 217-785-5913 Email: denise.matthew@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Village of Rantoul Address: 333 South Tanner St, Rantoul, IL 61866 Phone: 217-893-5647 Email: JBOUSE@VILLAGE.RANTOUL.IL.US
Grantee Identification	GATA: 687615 DUNS: 060860350 FEIN: 376000510
Period of Performance	Start Date: 4/19/2019 End Date: 6/30/2019

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
356-56901-4470-00-00	569-00-2095	10.704	\$13,972.00
TOTAL			\$13,972.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

**Illinois Grant Accountability and Transparency
Notice of State Award**

04/19/19

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TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0.00 Base: 0.00 Period: FY19
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This is a reimbursement Grant - All cameras must be purchased, installed and paid for prior to any funds being sent for payment.
Program-Specific Term(s)	Definitions. As used in this Act: "Board" means the Illinois Law Enforcement Training Standards Board created by the Illinois Police Training Act. "In-car video camera" means a video camera located in a law enforcement patrol vehicle. "In-car video camera recording equipment" means a video camera recording system located in a law enforcement patrol vehicle consisting of a camera assembly, recording mechanism, and an in-car video recording medium. "In uniform" means a law enforcement officer who is wearing any officially authorized uniform designated by a law enforcement agency, or a law enforcement officer who is visibly wearing articles of clothing, badge, tactical gear, gun belt, a patch, or other insignia indicating that he or she is a law enforcement officer acting in the course of his or her duties. "Law enforcement officer" or "officer" means any person employed by a county, municipality or township as a policeman, peace officer or in some like position involving the enforcement of the law and protection of the public interest at the risk of that person's life. "Officer-worn body camera" means an electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement officer. "Recording" means the process of capturing data or information stored on a recording medium as required under this Act. "Recording medium" means any recording medium authorized by the Board for the retention and playback of recorded audio and video including, but not limited to, VHS, DVD, hard drive, cloud storage, solid state, digital, flash memory technology, or any other electronic medium. Law Enforcement Camera Grant Fund; creation, rules. The Board shall consider compliance with the Uniform Crime Reporting Act as a factor in awarding grant moneys. Rules; in-car video camera grants. (a) The Board shall develop model rules for the use of in-car video cameras to be adopted by law enforcement agencies that receive grants under Section 10 of this Act. The rules shall include all of the following requirements: (1) Cameras must be installed in the law enforcement agency vehicles. (2) Video recording must provide audio of the officer when the officer is outside of the vehicle. (3) Camera access must be restricted to the supervisors of the officer in the vehicle. (4) Cameras must be turned on continuously throughout the officer's shift. (5) A copy of the video record must be made available upon request to personnel of the law enforcement agency, the local State's Attorney, and any persons depicted in the video. Procedures for distribution of the video record must include safeguards to protect the identities of individuals who are not a party to the requested stop. (6) Law enforcement agencies that receive moneys under this grant shall provide for storage of the video records for a period of not less than 2 years. (b) Each law enforcement agency receiving a grant for in-car video cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include the following: (1) the number of cameras received by the law enforcement agency; (2) the number of cameras actually installed in law enforcement agency vehicles; (3) a brief description of the review process used by supervisors within the law enforcement agency; (4) a list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter. Proceedings to which this paragraph (4) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains; and (5) any other information relevant to the administration of the program. Rules; officer body-worn camera grants. (a) The Board shall develop model rules for the use of officer body-worn cameras to be adopted by law enforcement agencies that receive grants under Section 10 of this Act. The rules shall comply with the Law Enforcement Officer-Worn Body Camera Act. (b) Each law enforcement agency receiving a grant for officer-worn body cameras under Section 10 of this Act must

provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include: (1) a brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras; (2) the number of officer-worn body cameras utilized by the law enforcement agency; (3) any technical issues with the equipment and how those issues were remedied; (4) a brief description of the review process used by supervisors within the law enforcement agency; (5) for each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations: (A) the time, date, and location of the incident; and (B) the offenses charged and the date charges were filed; (6) for a recording used in a civil proceeding or internal affairs investigation: (A) the number of pending civil proceedings and internal investigations; (B) in resolved civil proceedings and pending investigations: (i) the nature of the complaint or allegations; (ii) the disposition, if known; and (iii) the date, time and location of the incident; and (7) any other information relevant to the administration of the program.

THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM:

BUDGET / BUDGET TEMPLATE

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

COST PRINCIPLES

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

FINANCIAL REPORTING

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

INDIRECT COST RATE

No indirect costs will be paid

MERIT BASED REVIEW

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

PERFORMANCE REPORTING

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

RISK ASSESSMENTS

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

UNIFORM AGREEMENT

This is a reimbursement grant, funds are only paid after proof of purchase and installation is provided.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Requires more detailed reporting;

05 - Cost Principles (2 CFR 200.400)

Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;

06 - Audit (2 CFR 200.500)

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

11 - Fraud, Waste and Abuse

Requires technical assistance including required training;

Agency Adjustments / Explanation:

NA

The reason why the additional requirements are being imposed

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

05 - Cost Principles (2 CFR 200.400)

Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.

06 - Audit (2 CFR 200.500)

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

11 - Fraud, Waste and Abuse

Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

Agency Adjustments / Explanation:

NA

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Implementation of new or enhanced system, mitigating controls or a combination of both.

05 - Cost Principles (2 CFR 200.400)

Implementation of additional controls for reviewing and approval expenditures.

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

11 - Fraud, Waste and Abuse

Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Agency Adjustments / Explanation:

NA

The time allowed for completing the actions, if applicable

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

05 - Cost Principles (2 CFR 200.400)
One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

Agency Adjustments / Explanation:

NA

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

05 - Cost Principles (2 CFR 200.400)
One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

Agency Explanation:

NA

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW
The nature of the additional requirements Agency Adjustments / Explanation: NA
The reason why the additional requirements are being imposed Agency Adjustments / Explanation: NA
The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation: NA
The time allowed for completing the actions, if applicable Agency Adjustments / Explanation: NA
The method for requesting reconsideration of the additional requirements imposed Agency Explanation: NA

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the additional requirements

Agency Adjustments / Explanation:

Your Agency must be and remain compliant with all applicable requirements of the Uniform Crime Reporting Act.
Your Agency must be and remain compliant with all applicable requirements of the Police Training Act.
Your Agency must be and remain compliant with all applicable requirements and up to date on all required reporting of the Law Enforcement Body-Worn Camera Act.

Funding is only for the purchase of the Cameras only, all other expenses are the responsibility of the Grantee.
Dated purchase receipts & serial numbers of each camera must be submitted prior to award of funds. All purchase and installation must be made between 07/01/2018 and 06/30/2019. All receipts must be submitted by 08/01/2019 or payment cannot be guaranteed.

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

Law requires these.

This is a reimbursement grant & proof of purchase must be provided prior to payments being issued. All purchases and installations must be made between 07/01/2018 and 06/30/2019. All receipts must be submitted by 08/01/2019 or payment cannot be guaranteed.

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

NA

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

NA

The method for requesting reconsideration of the additional requirements imposed

Agency Explanation:

No reconsideration available.

**Illinois Grant Accountability and Transparency
Notice of State Award**

04/19/19

Page 8 of 8

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

RESOLUTION NO. 5-19-1282

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
(Patrol Unit)**

WHEREAS, under and pursuant to the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.), as supplemented and amended (the “**Act**”), the Illinois State Labor Relations Board, having supervised a secret ballot election of all full-time sworn peace officers in the rank of Patrolman (the “**Employees**”) employed by the Village of Rantoul, Champaign County, Illinois (the “**Village**”), did, on May 19, 1995, certify the Illinois Fraternal Order of Police Labor Council (the “**Union**”) as the exclusive bargaining representative for all the Employees in the unit set forth below:

All full-time sworn peace officers in the rank of Patrolmen employed by the Village of Rantoul, excluding all sworn peace officers above the rank of Patrolmen, all managerial, confidential and supervisory employees as defined in the Act and all other employees of the Employer;

and

WHEREAS, the Union and the Village have bargained collectively to negotiate in good faith with respect to wages, hours and other conditions of employment of the Employees as required by the Act; and

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 at which this Resolution is adopted, the form of a certain agreement between the Village and the Union for the term beginning May 1, 2019 and ending on April 30, 2023, which such agreement includes provisions for all wages, hours and other conditions of employment with the exception of provisions related to residency (the “**Agreement**”); and

WHEREAS, by mutual agreement, the Village and the Union contemplate that any provisions related to residency shall be referred to arbitration in accordance with a procedure similar to that contained in Section 5.3 of the Agreement; and

WHEREAS, on _____, 2019, the Employees met and ratified such form of the Agreement as presented to and now before this meeting of the Corporate Authorities.

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

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement with such insertions, 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 as presented to and 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 a concurrence of a majority of the Corporate Authorities at a regular meeting on the date set forth below.

PASSED this 14th day of May, 2019.

Village Clerk

APPROVED this 14th day of May, 2019.

Village President

RESOLUTION NO. 5-19-1283

**A RESOLUTION
AUTHORIZING AND APPROVING A GRANT
AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF
NATURAL RESOURCES AND THE VILLAGE OF RANTOUL**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) at which this Resolution is adopted, the form of a certain Grant Agreement (the “**Agreement**”) by and between the Illinois Department of Natural Resources (“**IDNR**”) and the Village in connection with the provision of financial assistance to the Village for the acquisition and development of lands for public outdoor recreational purposes for the redevelopment of Rudzinski Park.

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

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

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

PASSED this 14th day of May, 2019.

Village Clerk

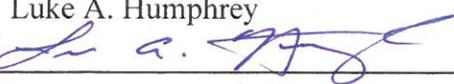
APPROVED this 14th day of May, 2019.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: 2019 OSLAD GRANT Rudzinski Park Redevelopment GRANT AGREEMENT	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT of Agreement: \$360,000
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: May 2, 2019
<p>SUMMARY HIGHLIGHTS: OSLAD (Open Space Lands Acquisition and Development) is an annual grant program offered through the IDNR (Illinois Department of Natural Resources). The OSLAD program is a grant program that provides up to 50% (90% for distressed communities) funding assistance to acquire and/or develop public outdoor recreation areas. The initial application for the Rudzinski Park Redevelopment was submitted in October 2018. The Board of Trustees approved the Resolution of Authorization on November 13, 2018, which in short, provided for the Village to fund \$40,000 (10%) of the estimated \$400,000 project cost. In early February, we received correspondence from the IDNR that the Rudzinski Park Redevelopment project had been approved. The Village portion of the grant (\$40,000) is included in the FY 19/20 budget.</p> <p>This agreement provides for the IDNR to provide grant funds in the amount of \$360,000 (90%). In short, the goal of the project is to develop the open space land on the west side of Baerman Dr. at Rudzinski Park. This includes a new playground, playground swing set, rubber safety surfacing, parking lot, shade structures, site furnishings and Outdoor Circuit Training Equipment.</p> <p>Total Grant Amount Request: \$400,000 IDNR Grant Agreement Amount: \$360,000 Village Portion: \$40,000</p>	
<p>RECOMMENDED ACTION: Authorize approval of a Grant Agreement between THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES and the VILLAGE OF RANTOUL in the amount of \$360,000.</p>	
DEPARTMENT HEAD APPROVAL: Luke A. Humphrey 	VILLAGE ADMINISTRATOR: 

OSLAD Grant Program
Resolution of Authorization

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Village of Rantoul

Project Title: Rudzinski Park Redevelopment

The Village of Rantoul (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Village of Rantoul (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Village of Rantoul (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Village of Rantoul (Sponsor) on the 13th day of November (month), 2018 (year)

Attested by:

[Signature]

Date:

NOVEMBER 13, 2018

Charles Smith

Name (printed / typed)

[Signature]

Signature

Mayor

Title



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

REFERENCE

JB Pritzker, Governor
Wayne A. Rosenthal, Director

January 30, 2019

Mayor Charles Smith
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

Re: Village of Rantoul
Rudzinski Park Redevelopment
Grant Award: \$360,000

Dear Mayor Smith:

Congratulations! I am pleased to inform you that the above referenced project has been approved at the dollar amount indicated, as part of the State's FY 2019 Open Space Lands Acquisition and Development (OSLAD). Your proposed project meets the objectives of the OSLAD program, so it is justified in receiving an award from this year's very competitive selection process.

Your project was one of 89 local outdoor recreation projects (87 development and 2 acquisition), representing approximately \$28,974,500 in funding assistance, approved by the Department for FY 2019 OSLAD grant funds.

You will be contacted within the next 30 days by the Office of Grant Management and Assistance with detailed information and instructions concerning implementation of your project and program compliance responsibilities. Your project cannot begin until a Notice of State Award has been approved and a grant agreement has been fully executed.

Once again, congratulations on being one of the successful applicants and thank you for your dedicated efforts to improve and provide outdoor recreation opportunities for Illinois residents.

Sincerely,

Wayne A. Rosenthal
Director

WAR/kb

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
Village of Rantoul**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and Village of Rantoul (Grantee), with its principal office at 333 Tanner St Rantoul, IL 61866-9998
and payment address (if different than principal office) at _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 060860350 is Grantee's correct DUNS number, that 376000510 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For-Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non-Corporate | |

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$360,000 of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the Federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-0970.

1.4 Term. This contract shall commence upon the last dated signature of the Parties and shall terminate twenty-four (24) months from the date of full execution.

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

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

Village of Rantoul

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Printed Name: _____

E-mail: _____

Date: _____

Title: _____

Printed Name: Colleen Callahan

Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____

Printed Name: Brad Colantino

By: _____
Signature of Chief Counsel

Date: _____

Printed Name: Renee Snow

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

**ARTICLE IV
PAYMENT**

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

4.2 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

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

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

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

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

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.9 **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

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

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit H**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3 Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4 For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); a For-Profit entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

**ARTICLE XVI
TERMINATION; SUSPENSION**

16.1 Termination.

5. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

6. This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4 Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

7. Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

1) Grantor expressly authorizes them in the notice of suspension or termination;

and

2) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by both the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

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

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **H**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

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

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

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

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

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EXHIBIT A

PROJECT DESCRIPTION

PROJECT TITLE

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development and rehabilitation of lands for public outdoor recreational purposes.

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

Rudzinski Park Redevelopment

Outdoor Circuit Training Equipment for Seniors, Playground Equipment, Playground Swing Set, Parking Lot, Shade Structures, Site Furnishings (benches, trash cans, lighting), Sidewalks. The project site is approximately 8.41 acres.

EXHIBIT B**DELIVERABLES OR MILESTONES**

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

If the approved OSLAD project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$360,000 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD with any remaining funds to be covered by the Grantee.
2. The Grantee will receive a minimum of 50% of the grant award as an advance payment. Grant funds paid in advance must be kept in a separate interest-bearing account with a federally or Illinois regulated financial institution that is insured by the Federal Deposit Insurance Corporation (FDIC), and maintained therein until used in the execution of the approved project. All interest earned on grant funds held by a grantee shall become part of the grant principal when earned and be used for and in the same manner as the principal to fulfill the purposes and objectives of the grant. If funds are not held in an interest-bearing account, the grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum. (17 Ill. Adm. Code 3025.32).
3. Any additional payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instruction provided in Exhibit B1.
4. A project shall be deemed completed for grant payment when the Grantee submits a certified development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
5. The grant will be administered in accordance with the time limit on expenditure of grant funds under the Illinois Grant Funds Recovery Act, 30 ILCS 705/5. All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. All change orders with a value (+/-) over \$10,000.00 must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).
7. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification or IDNR authorization, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. (See 17 Ill. Adm. Code 3025.50).
8. Maximum grant amount will not exceed the amount listed above and only actual expenditures up to the maximum grant amount will be paid with this grant.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Mary Jo Weller
Title: Grant Administrator
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-8781
TTY#: _____
Fax#: (217) 524-4082
E-mail Address: Maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Ken Turner
Title: Recreation Director
Address: 333 S. Tanner St. Rantoul IL. 61866-9998
Phone: (217) 893-5701
TTY#: _____
Fax#: (217) 893-5730
E-mail Address: kturner@myrantoul.com

Additional Information:

Name: Pat Chamberlin
Title: Comptroller
Address: 333 S. Tanner St. Rantoul, IL 61866-9998
Phone: (217) 892-6850
TTY#: _____
Fax#: (217) 892-6870
E-mail Address: pchamber@myrantoul.com

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:

Providing community members with Village of Rantoul, Rudzinski Park Development an area that can be utilized by members of the general public for outdoor recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Champaign County and others from the general populace outdoor recreational opportunities by providing Village of Rantoul Rudzinski Park Redevelopment for use.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

1. The nature of the additional requirements.

GATA Conditions

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Requires more detailed reporting;

05 - Cost Principles (2 CFR 200.400)

Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;

06 - Audit (2 CFR 200.500)

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

11 - Fraud, Waste and Abuse

Requires technical assistance including required training;

2. The reason why the additional requirements are being imposed.

GATA Conditions

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

05 - Cost Principles (2 CFR 200.400)

Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.

06 - Audit (2 CFR 200.500)

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

11 - Fraud, Waste and Abuse

Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

3. The nature of the action needed to remove the additional requirements, if applicable.

GATA Conditions

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Implementation of new or enhanced system, mitigating controls or a combination of both.

05 - Cost Principles (2 CFR 200.400)

Implementation of additional controls for reviewing and approval expenditures.

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

11 - Fraud, Waste and Abuse

Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

4. The time allowed for completing the actions if applicable.

GATA Conditions

03 - Financial and Regulatory Reporting (2 CFR 200.327)

One year.

05 - Cost Principles (2 CFR 200.400)

One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)

When corrective action is complete.

11 - Fraud, Waste and Abuse

One year after implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART TWO**.]

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- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, with the exception of the 50% advance payment, is paid as reimbursement of prior project expenditures.
- 27.2 The Grantee is required to deposit the 50% advance payment in an interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.
- 27.3 Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B1.
- 27.4 The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.
- 27.5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):
- 1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.
 - 2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.
 - 3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.
- 27.6 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:
- 1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

- 2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.
- 3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)
- 27.7 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).
- 27.8 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.
- 27.9 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- 27.10 Grantees receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 *et seq.* or 55 ILCS 5/6-31001 *et seq.*) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.
- 27.11 All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.
- 27.12 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.
- 27.13 The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).

PART THREE – THE PROJECT-SPECIFIC TERMS

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

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

- 28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.
- 28.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
- 28.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
- 28.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 28.5 Project Signage and Publicity: Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by IDNR or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
- 28.6 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).
- 28.7 Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70):

Total Grant Award	Time Period After Final Billing
\$1 to \$50,000	6 years
For every \$25,000 increment over \$50,000	Add 1 year

Land acquired with funding assistance from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

- 28.8 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).
- 28.9 For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be completed to IDNR specifications (17 Ill. Adm. Code 3025.70).
- 28.10 For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3025.70).
- 28.11 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):
 - 1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.
 - 2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.
 - 3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.
- 28.12 No significant deviations from the approved Agreement (development plan) or control of

property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

- 28.13 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.
- 28.14 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. **Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.**
- 28.15 No assignment of grant provisions or duties is allowed.
- 28.16 All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).
- 28.17 If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.
- 28.18 It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.