

**CONCURRING WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN THE AWARD OF A BID TO WILLIAM CHARLES CONSTRUCTION CO., LLC, D/B/A WILLIAM CHARLES ELECTRIC, IN THE AMOUNT OF \$595,000 FOR CONSTRUCTION SERVICES TO RELOCATE AND REPLACE THE EXISTING NAVAID UNITS ON RUNWAY ENDS 2, 20 AND 27 (DKB-4556).**

**WHEREAS**, the City of DeKalb, DeKalb County, Illinois (the "City") is a home rule municipality with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the City of DeKalb owns and operates its public airport (the "DTMA"); and

**WHEREAS**, the City's corporate authorities have determined that it is advisable, necessary, and in the best interest of the public welfare to maintain the functionality of the DTMA, including relocating and replacing the existing navigational aid units on runway ends 2, 20, and 27, all in accordance with the plans and specifications prepared by the consulting engineers of the City; and

**WHEREAS**, the cost of said maintenance is shared 90% by the federal government, 5% by the State of Illinois and 5% by the City; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") publicly opened bids with subsequent recommendation for award on April 29, 2020, with the lowest responsive and responsible bidder, William Charles Construction Co, LLC (d/b/a) Williams Charles Electric; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1.** That the City Manager of City of DeKalb, Illinois, be authorized and directed to approve an agreement with Williams Charles Electric in a form acceptable to him for a combined project total of \$595,000.

**SECTION 2:** That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26<sup>th</sup> day of May 2020 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Mayor Smith. Nay: None. Absent: Faivre.

**ATTEST:**

  
**RUTH A. SCOTT**, Executive Assistant



  
**JERRY SMITH**, Mayor



# Illinois Department of Transportation

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

April 29, 2020

Mr. Zachary Gill, P.E.  
City Engineer  
DeKalb City Hall  
200 South 4<sup>th</sup> Street, Room 203  
DeKalb, IL 60115

Re: Item 05A – March 6, 2020 Letting  
DeKalb Taylor Municipal Airport  
Illinois Project Number DKB-4556  
SBG Project Number 3-17-SBGP-120/139/156  
Contract Number DK059

Dear Mr. Gill:

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, William Charles Construction Co, LLC (d/b/a) William Charles Electric, in the amount of \$595,000.00.

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding, and other post-letting administrative requirements.

If you have any questions concerning this matter, please contact me at (217) 785-4884.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Mlacnik'.

Alan Mlacnik, P.E.  
Bureau Chief of Airport Engineering

Award Concurrence/Authorization

A handwritten signature in black ink, appearing to read 'Ben Mills'.

(Sponsor Signature and Title)

Enclosure (1)  
jks for ADM

cc: Matthew N. Demos, P.E., Crawford, Murphy & Tilly, Inc.  
Doug Klonowski, P.E., Crawford, Murphy & Tilly, Inc.  
Andy Raih, DeKalb Taylor Municipal Airport

ELMS012:DTGB2390:ELMR090  
03/13/20 09:36:57  
LETTING TYPE: AERONAUTICS  
RESPONSIBLE DISTRICT: 03

ILLINOIS DEPARTMENT OF TRANSPORTATION  
CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 1  
LETTING DATE 03/06/2020  
LETTING ITEM NBR 005A  
CONTRACT NBR DK059

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
DEKALB /037	DEKALB TAYLOR MUNICIPAL	317SBGPTD-DKB /455/6	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR107408	L-806 WIND CONE-8' LIGHTED	1.000	EACH	16,901.6500	16,901.65
AR108158	1/C #8 5 KV UG CABLE IN UD	200.000	L.F.	13.4600	2,692.00
AR109210	VAULT MODIFICATIONS	1.000	L.S.	109,671.7400	109,671.74
AR110014	4" DIRECTIONAL BORE	255.000	L.F.	55.6400	14,188.20
AR110610	ELECTRICAL HANDHOLE	1.000	EACH	9,002.5100	9,002.51
AR125565	SPLICE CAN	13.000	EACH	1,975.9300	25,687.09
AR125610	REILS	1.000	PAIR	27,899.7500	27,899.75
AR125615	PAPI (L-880 SYSTEM)	3.000	EACH	60,430.8600	181,292.58
AR125907	REMOVE REILS	1.000	PAIR	4,679.3400	4,679.34
AR125908	REMOVE PAPI	2.000	EACH	5,100.2600	10,200.52
AR125910	REMOVE PLASI	1.000	EACH	2,591.2500	2,591.25
AR150510	ENGINEER'S FIELD OFFICE	1.000	L.S.	11,609.2900	11,609.29
AR150520	MOBILIZATION	1.000	L.S.	31,393.0800	31,393.08
AR800140	2 1/C #6 XLP-USE, 1/C #10 GND-1" UD	7,800.000	L.F.	8.9000	69,420.00
AR800145	2 1/C #4XLP-USE,1/C #10 GND1-1/4"UD	8,300.000	L.F.	9.3700	77,771.00
CONTRACT TOTAL AWARD					595,000.00

\*\*\* END OF REPORT \*\*\*

**INTER-GOVERNMENTAL AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION, AERONAUTICS  
AND  
THE CITY OF DEKALB**

The Illinois Department of Transportation (IDOT), Aeronautics (Grantor), with its principal office  
#1 Langhorne Bond Drive, Springfield, Illinois 62707,  
and the City of DeKalb (Grantee), with its principal office  
200 S. 4<sup>th</sup> Street, DeKalb, IL 60115,  
and payment address (if different than principal office) at same  
hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental  
Cooperation Act, 5 ILCS 220/1 *et seq.* 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 031611213 is Grantee's correct DUNS number, 366005843  
is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM  
registration. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate               |
| <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    |
| <input type="checkbox"/> Medical Corporation                   | applicable tax classification)                                |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> P = partnership                      |
| <input type="checkbox"/> Estate or Trust                       | <input type="checkbox"/> C = corporation                      |
| <input type="checkbox"/> Pharmacy-Non Corporate                |   |

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

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be **\$753,911.00**, of which **\$678,620.00**, 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 3-17-SBGP-120/139/156, the federal awarding agency is Federal Aviation Administration, and the federal award date is 6/19/15, 7/14/17, & 9/25/19. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Airport Improvement Program and Number is 20.106. The Catalog of State Financial Assistance (CSFA) Number is 494-60-0327. The State Award Identification Number is 0327-18683.

1.4 Term. This Agreement shall be effective on the execution date of the attached Retainer Agreement as of 7/10/2017 and shall expire 5 years after execution of this agreement, 8/19/2025, unless terminated pursuant to this Agreement. In accordance with 2 CFR 200 and FAA guidance, pre-award professional service costs incurred by the **GRANTEE** pursuant to this Agreement may be considered allowable for payment after review, determination of eligibility, and acceptance by the **GRANTOR**.

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.

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

**IDOT, Aeronautics**

By: [Signature]  
Signature of Matt Magalis, Acting Director of OIPI

By: \_\_\_\_\_  
Signature of Designee  
Date: 8-13-20  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

By: [Signature]  
Signature of Phillip C. Kaufmann, Chief Legal Counsel

By: \_\_\_\_\_  
Signature of Designee  
Date: 8/13/2020  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

By: [Signature]  
Signature of Joanne Woodworth, Acting CFO

By: \_\_\_\_\_  
Signature of Designee  
Date: 8-19-20  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

By: [Signature]  
Signature of Omer Osman, Acting Secretary of Transportation

By: 8/20/20  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Designee

By: \_\_\_\_\_  
Signature of Fourth Other Approver's Name & Title

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Designee

**City of DeKalb**

By: [Signature]  
Signature of Authorized Representative

Date: \_\_\_\_\_  
Printed Name: Bill Nicklas  
Printed Title: City Manager  
Email: bill.nicklas@cityofdekalb.com

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Email: \_\_\_\_\_

## **ARTICLE II REQUIRED REPRESENTATIONS**

### **2.1 Standing and Authority.** Grantee warrants that:

- (a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized, or created.
- (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 an agency under the laws of jurisdiction other than Illinois, 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; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. 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 Part 7000.

"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 Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"Consolidated Year-End 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 Part 7000.

"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 Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“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 Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“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 Part 7000.

## **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 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds 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; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440 (b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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 be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(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).

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

## **ARTICLE V**

### **SCOPE OF 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 by reference. 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, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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 44 Ill. Admin. Code 7000.370(b). 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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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. 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.

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated with the Grantee's accounting system. 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 7.5).
- (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. 2 CFR 200.303.

(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.

7.7 **Federal Requirements.** All Awards, 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 7.6.

7.8 **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).

7.9 **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 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 2 CFR 200.205(a), 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 Financial Assistance, 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 (as amended)(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 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). 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 and 44 Ill. Admin. Code 7000.430(e), 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 or inquiry.

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 G**. 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. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

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; 44 Ill. Adm. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee 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 Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

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

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

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. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

## **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. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), 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; 44 Ill. Admin. Code 7000.440(b)(1).

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); 44 Ill. Admin. Code 7000.90.

### 15.2 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination of all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i)-(iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.3 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For 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. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## **ARTICLE XVI**

### **TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **16.1 Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar 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).

(b) 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 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; . 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 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.

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

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) 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.

16.6 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. In all agreements between the Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

## 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 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. To the extent permitted by Illinois law, 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 **Error! Reference source not found.** shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

## ARTICLE XIX STRUCTURAL REORGANIZATION

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 significantly 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 or changes significantly affecting its overall structure 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. This 0 does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. 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 currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person 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). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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 or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. 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 either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 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.

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

## **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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and 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 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**

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor 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 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## **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 **G**, **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 either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

26.14 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.

26.15 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.

26.16 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.

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

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 220.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE X11. 44 Ill. Admin. Code 7000.450.

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## EXHIBIT A

### PROJECT DESCRIPTION

CSFA Number  
494-60-0327

NOSA/SAIN Number  
0327-18683

GATA Registration Number  
671722

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

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

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

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

**Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27**

**DKB-4556**

**3-17-SBGP-139, 120, 156**

## **EXHIBIT B**

### **DELIVERABLES OR MILESTONES**

Construction: Completion of construction activities as specified by the construction contract associated with the Project.

Preliminary and Construction Engineering: Completion of engineering work as specified by the GRANTEE's engineering agreement.

Right-of-Way: Demonstrate adequate right-of-way documentation and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the GRANTEE's agreement with the utility.

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

## EXHIBIT C

### PAYMENT

Grantee shall receive \$157,600.00 under this Agreement.

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

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$157,600.00 of which will be obligated by the State and paid directly to the **GRANTEE** in the following funding breakdown:

90.00%	Federal	<u>\$141,840.00</u>
5.00%	State	<u>\$7,880.00</u>
5.00%	Local (Grantee)	<u>\$7,880.00</u>

The amount of \$595,000.00 will be obligated and paid by the State of Illinois to the lowest bid contractor per the IDOT Letting process in the following funding breakdown:

90.00%	Federal	<u>\$535,500.00</u>
5.00%	State	<u>\$29,750.00</u>
5.00%	Local (Grantee)	<u>\$29,750.00</u>

For documentation purposes only, the amount of approximately \$1,000.00, based on timesheets, will be collected as an administrative fee by the **GRANTOR** from the Federal Grant.

Contingency in the total amount of \$311.00 has been added to this project in the following funding breakdown:

90.00%	Federal	<u>\$280.00</u>
5.00%	State	<u>\$15.00</u>
5.00%	Local (Grantee)	<u>\$16.00</u>

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

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

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

Payments to the Contractor or Consulting Engineer shall be made either by the **GRANTOR** or **GRANTEE** in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the **GRANTEE**, the **GRANTEE** must pay the consultant within five (5) business days upon receipt of said payment. If the **GRANTEE** fails to pay the consultant as directed herein, such payment must be returned to the **GRANTOR**, unless an extension or other arrangement is approved, in writing, by the **GRANTOR**.

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

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

**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: Ms. Linda Schumm  
Title: Bureau Chief of Administrative Services  
Address #1 Langhorne Bond Drive, Springfield, Illinois 62707  
Phone: (217) 785-4215  
TTY#: \_\_\_\_\_  
Fax#: (217) 785-4533  
E-mail Address: Linda.Schumm@illinois.gov

**GRANTEE CONTACT**

Name: Renee Riani  
Title: Airport Manager  
Address 200 S. 4<sup>th</sup> St., Dekalb, IL 60115  
Phone: 815-748-8102  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: renee.riani@cityofdekalb.com

Additional Information:

## EXHIBIT E

### PERFORMANCE MEASURES

Key Performance Measures under the AIP: AIP provides funding to airports for infrastructure improvements such as safety, security and capacity projects.

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

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

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

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

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

## EXHIBIT F

### PERFORMANCE STANDARDS

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

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

**EXHIBIT G**  
**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition. These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the Grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

**Financial and Regulatory Reporting (2 CFR 200.327)**

Conditions: Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

**Corrective Action:**

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

**Cost Principles (2 CFR 200.400)**

Conditions: Grantee shall request prior approval from Grantor contact for any costs that deviate from approved budget before any expense is incurred.

**Corrective Action:**

Implementation of additional controls for reviewing and approval of expenditures. Condition may be removed upon request after one year from the implementation of additional controls.

**Audit (2 CFR 200.500)**

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

**Corrective Action:**

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

**Fraud, Waste and Abuse**

Conditions: Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor contact for approval. Upon approval from Grantor contact, the Grantee shall begin implementation of the program within 30 days.

**Corrective Action:**

Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Condition may be removed upon request after one year from the 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:

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

### **Ethics.**

#### **A. Code of Conduct**

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

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

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

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

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

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

**Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services – Federal Funds – For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified source. Procurement of products or services with any Federal funds for \$100,000.00 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$3,000.00 or (\$2,000.00 if the procurement is construction and subject to Davis Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subart 2.1.

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

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

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

**(\$1-\$1,999, no Grantor involvement)**

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

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

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

**(\$5,000-\$9,999, requires Grantor approval)**

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

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

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

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

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

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

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

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

**Additional Reporting Requirements:**

In addition to the aforementioned reporting requirements, Grantee shall submit within 90 days an annual report for each of the prior years expenditures.

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

**Rights and Obligations of the GRANTEE:**

1. Prior to the Project Completion Date, the **GRANTEE** shall:
  - a. Execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The **GRANTOR** after approval thereof shall submit this Agreement to the FAA when applicable.
  - b. Employ a Consulting Engineer who is qualified to provide:
    - Qualified resident or project engineer(s), registered in the State of Illinois and approved by the **GRANTOR**;
    - Materials testing technician(s) approved by the **GRANTOR**;
    - Any project reports required by the **GRANTOR** or the FAA; and
    - Compliance with the Disadvantaged Business Enterprise requirements for the Project.
  - c. Obtain for the benefit of the **GRANTOR** all federal, State, and local permits as may be necessary to complete the Project.

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

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

2. The **GRANTEE** shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.
3. After the Project Completion Date, the **GRANTEE** agrees that:
  - a. The airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and
  - b. It will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois, **GRANTOR**, or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
  - c. It will file with the **GRANTOR** and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
4. The **GRANTEE** agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the **GRANTOR** or the FAA relating to the Project described in this Agreement. The **GRANTEE** shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the FAA, Auditor General or the Illinois Department of Transportation/ **GRANTOR**; and the **GRANTEE** agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation/ **GRANTOR** and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.
  - a. **GRANTEE** shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the **GRANTEE**.
  - b. The **GRANTOR** reserves the right for its auditors to review and audit any and all records relating to projects funded by the **GRANTOR** or the FAA at the **GRANTEE's** office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from **GRANTOR** officials.
5. No leases will be entered into by the **GRANTEE** which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
6. The **GRANTEE** agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the **GRANTOR**. In the event such consent is obtained, the **GRANTEE** further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the **GRANTEE** shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

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

7. The **GRANTEE** covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The **GRANTEE** shall adopt airport hazard zoning regulations or shall request the **GRANTOR** to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
8. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the **GRANTOR's** guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).
9. The **GRANTEE** hereby certifies to the **GRANTOR** that it has acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.
10. All commitments by the **GRANTEE** hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

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

**Additional requirements as permitted under PART ONE:**

1. The applicable FAA cash management system is completed by drawing down federal grant funds by using the Delphi eInvoicing system. See Sec. 4.3.
2. This agreement is exempt from the Grants Funds Recovery Act, 30 ILCS 705/3. If applicable, interest on grant funds shall be handled as stated under Sec. 4.6.
3. Billing schedule is based on progress payment schedule set forth in the contract. **GRANTOR** will receive invoices as work is completed from the **GRANTEE**. See Sec. 4.7.
4. Scope of activities/Purpose of Grant is included in Exhibit A (Project Description) and Exhibit B (Deliverables) and through the **GRANTOR/GRANTEE's** Project contract. See Sec. 5.1.
5. Monitoring and Access to Information are subject to Federal requirements including, but not limited to, FAA and USDOT. See Sec. 12.4.
6. Annual Financial Reports are exempt under this agreement. See 13.3(a).
7. Required Periodic Performance Reports are listed in Exhibit E as specified. See Sec. 14.1.
8. Content of Performance Reports will be in accordance with State and Federal requirements as stated in Exhibit E and the Project contract. See Sec. 14.3.
9. **GRANTEE** may be self-insured so long as sufficient funds exist to cover replacement costs set forth in Sec. 24.1. Insurance coverage by the vendor or contractor may be required by the Project contract.
10. USDOT and/or FAA required provisions are incorporated by applicable reference in Exhibit G.
11. In addition to Article III, the following definitions are applicable:
  - "Agreement" means this Inter-Governmental Agreement.
  - "AIP" means the FAA Grants-in-Aid for Airports; Airport Improvement Program.
  - "AIP Handbook" means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the

policies and procedures of the Airport Improvement Program (AIP).

- "AIP Sponsor Guide" means the FAA supplemental guidance for Central Region airport owners and their consultants with obtaining and administering an AIP grant available at [http://www.faa.gov/airports/central/aip/sponsor\\_guide/](http://www.faa.gov/airports/central/aip/sponsor_guide/).
- "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.
- "FAA" means the Federal Aviation Administration.
- "Notice-to-Proceed date" for the project considered under this Agreement is the date of the IDOT Program Letter (herewith attached) in which the Sponsor is notified of the project's inclusion in the state's multi-modal program thereby allowing all costs incurred after that date considered eligible for participation subject to review and approval by the Department.
- "Project" as used herein means this project which shall be identified as Illinois Project Number DKB-4556, State Block Grant Number(s) 3-17-SBGP-120/139/156, and described in Exhibit A and PART THREE.
- "USDOT" means the United States Department of Transportation.

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

1. The **GRANTEE** agrees to comply with Section 1101(b) of the FAST-ACT, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The **GRANTEE** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR Part 26. The **GRANTEE** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **GRANTEE** of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
3. Each contract signed with a contractor (and each subcontract the prime contractor subcontractor) must include the following assurance:

- a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as non-responsible.
- b. For contracts let by the **GRANTEE**: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

### **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:

The Project Description is included in Exhibit A.

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

State Num: DKB-4556-0000      Program Year: 2017      **Project Status Report**      **Exhibit 1**      As of 10 Jun 2020 15:17      Page 1

Federal Num: 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-156 N

Airport: DEKALB TAYLOR MUNICIPAL AIRPORT      Fed Status: Pending      State Status: Pending

Description: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

### Line Item Status

<u>Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Pd to Date</u>	<u>Balance</u>
1	Construction - William Chs Const LLC DBA William Chs Elect LLC As-bid (03/06/2020 Letting)	595,000.00	535,500.00	29,750.00	29,750.00	0.00	595,000.00
6	Administrative - Treas, St of IL IDA Administrative Fee	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
5	Sponsor Reimb - City of DeKalb* FAA Flight Check	10,000.00	9,000.00	500.00	500.00	0.00	10,000.00
2	Eng. Design - Costs Incurred - City of DeKalb* CMT CPFF Design	63,800.00	57,420.00	3,190.00	3,190.00	0.00	63,800.00
3	Eng. Construction - Costs Incurred - City of DeKalb* CMT CPFF Inspection	79,000.00	71,100.00	3,950.00	3,950.00	0.00	79,000.00
4	Special Services-Costs Incurred - City of DeKalb* CMT CPFF Special Services	4,800.00	4,320.00	240.00	240.00	0.00	4,800.00
TOTAL ELIGIBLE COSTS		753,600.00	678,340.00	37,630.00	37,630.00	0.00	753,600.00
Reserves (+) / shortfalls (-)		311.00	280.00	15.00	16.00	0.00	311.00
TOTAL APPROVED FUNDING		753,911.00	678,620.00	37,645.00	37,646.00	0.00	753,911.00

### Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	753,911.00	678,620.00	37,645.00	37,646.00

State Num: DKB-4556-0000      Program Year: 2017      **Project Status Report**      **Exhibit 1**      As of 10 Jun 2020 15:17      Page 2

Federal Num: 3-17-SBGP-139 N, 3-17-SBGP-120 A, 3-17-SBGP-156 N

Airport: DEKALB TAYLOR MUNICIPAL AIRPORT      Fed Status: Pending      State Status: Pending

Description: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

<b>TOTAL APPROVED FUNDING</b>	753,911.00	678,620.00	37,645.00	37,646.00
Program budget (for information only)	754,022.00	678,620.00	37,701.00	37,701.00

### **Project Receipts And Expenditures**

	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Letter of Credit</u>
Cash rec'd or credited net of refunds and derel.	0.00	0.00	0.00	0.00	678,620.00
Net cash paid or credited	0.00	0.00	0.00	0.00	0.00
Balance of cash or credit	0.00	0.00	0.00	0.00	678,620.00

### **Accrual Status**

	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
Cash rec'd or credited net of refunds and derel.	0.00	0.00	0.00	0.00
Total eligible costs	753,600.00	678,340.00	37,630.00	37,630.00
Accrual position payables (+) / receivables (-)	-753,600.00	-678,340.00	-37,630.00	-37,630.00



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

State Agency: Transportation - Aeronautics

Organization Name: City of DeKalb

Data Universal Number System (DUNS) Number (enter numbers only) : 031611213

Notice of Funding  
Opportunity (NOFO) Number:

Catalog of State Financial Assistance (CSFA) Number: 494-60-0327

CSFA Short Description: Airport Improvement Program

Section A: State of Illinois Funds

Fiscal Year: 07/01/2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	715,265.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Design/Engineering		\$	74,670.00
2. Building/Land Purchase		\$	
3. Equipment/Materials/Labor		\$	
4. Equipment		\$	
5. Wiring/Electrical		\$	
6. Mechanical System		\$	
7. Paving/Concrete/Masonry		\$	
8. Plumbing		\$	
9. Construction Management/Oversight		\$	75,050.00
10. Construction		\$	565,250.00
11. Other Construction Expenses		\$	
12. Excavation/Site Prep/Demo		\$	
13. Site Work		\$	
14. Demolition and Removal		\$	
15. Contingency		\$	295.00
16. Grant Exclusive Line Item(s)			
17. Total Direct Costs (add lines 1-16)		\$	715,265.00
18. Total Indirect Costs		\$	
Rate %:			
Base:			
19. Total Costs State Grant Funds (Lines 17 and 18) MUST EQUAL REVENUE TOTALS ABOVE		\$	715,265.00

Instructions  
found at end of  
document.



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: City of DeKalb

NOFO Number: \_\_\_\_\_

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;  
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or  
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered by NICRA: From: \_\_\_\_\_ To: \_\_\_\_\_

Approving Federal or State Agency: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ % The Distribution Base Is: \_\_\_\_\_



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: City of DeKalb

NOFO Number:

Section B: Non-State of Illinois Funds

Fiscal Year: 07/01/2019

REVENUES		Total Revenue
(Agency to Populate)		
Grantee Match Requirement %:		
b) Cash	\$	37,646.00
c) Non-Cash	\$	
d) other Funding and Contributions	\$	
Total Non-State Funds (lined b through d)	\$	37,646.00



Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Design/Engineering	\$	3,930.00
2. Building/Land Purchase	\$	
3. Equipment/Materials/Labor	\$	
4. Equipment	\$	
5. Wiring/Electrical	\$	
6. Mechanical System	\$	
7. Paving/Concrete/Masonry	\$	
8. Plumbing	\$	
9. Construction Management/Oversight	\$	3,950.00
10. Construction	\$	29,750.00
11. Other Construction Expenses	\$	
12. Excavation/Site Prep/Dem	\$	
13. Site Work	\$	
14. Demolition and Removal	\$	
15. Contingency	\$	16.00
16. Grant Exclusive Line Item(s)	\$	
17. Total Direct Costs (add lines 1-16)	\$	37,646.00
18. Total Indirect Costs	\$	
Rate %:		
Base:		
19. Total Costs State Grant Funds (Lines 17 and 18)	\$	37,646.00
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>		



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: City of DeKalb	NOFO Number:
Data Universal Number System (DUNS) Number (enter numbers only) : 031611213	Fiscal Year: 07/01/2019
Catalog of State Financial Assistance (CSFA) Number: 494-60-0327	CSFA Short Description: Airport Improvement Program

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

City of DeKalb	City of DeKalb
Institution/Organization Name:	Institution/Organization Name:
Assistant City Manager	City Manager
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Ray Munch	Bill Nicklas
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
	
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
5/13/2020	5-13-2020
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

FFATA Data Collection Form (If needed by agency)

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

4-digit extension if applicable:

Sub-recipient DUNS: 031611213

Sub-recipient Parent Company DUNS:

Sub-recipient Name: City of DeKalb

Sub-recipient DBA Name:

Sub-recipient Street Address: 200 S 4th St.

City: DeKalb State: IL Zip-Code: 60115 Congressional District: 14

Sub-recipient Principal Place of Performance: 200 S 4th St.

City: DeKalb State: IL Zip-Code: 60115 Congressional District: 14

Contract Number (if known): Award Amount: Project Period: From: Project Period: To:

DKB-4556 \$752,600.00 Sep 25, 2019 Sep 25, 2023

State of Illinois Awarding Agency and Project Detail Description:

IL Department of Transportation - Aeronautics: Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

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

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

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

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

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

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

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



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**1. Design/Engineering**

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

Purpose	Description of Work	Item Cost	Add/Delete Rows
Engineering	Design, Special Services, Flight Check	\$74,670.00	Add Delete
	State Total	\$74,670.00	
Engineering	Design, Special Services, Flight Check	\$3,930.00	Add Delete
	Non-State Total	\$3,930.00	
	Total	\$78,600.00	
Narrative (State):			
Preliminary & design engineering including environmental work and Flight Check			
Narrative (Non-State): (i.e. "Match" or "Other Funding")			
Match: Preliminary & design engineering including environmental work and Flight Check			



## State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

### 2. Building/Land Purchase

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

3. Equipment/Materials/Labor

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

4. Equipment

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

5. Wiring/Electrical

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

6. Mechanical System

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

7. Paving/Concrete/Masonry

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

8. Plumbing

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

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



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**9. Construction Management/Oversight**

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

Purpose	Description of Work	Item Cost	Add/Delete Rows
Construction Observation/Engineering	Oversee/manage project construction	\$75,050.00	Add Delete
		\$75,050.00	
Construction Observation/Engineering	Oversee/manage project construction	\$3,950.00	Add Delete
		\$3,950.00	
State Total			
Non-State Total			
Total		\$79,000.00	
Narrative (State):			
On-site personnel for engineering management of construction project.			
Narrative (Non-State): (i.e. "Match" or "Other Funding")			
Match: On-site personnel for engineering management of construction project.			



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**10. Construction**

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

Purpose	Description of Work	Item Cost	Add/Delete Rows
Airport Improvement - Infrastructure	Replace NAVAID Units on Runway 2, 20, & 27	\$565,250.00	Add
			Delete
	State Total	\$565,250.00	
Airport Improvement - Infrastructure	Replace NAVAID Units on Runway 2, 20, & 27	\$29,750.00	Add
			Delete
	Non-State Total	\$29,750.00	
	Total	\$595,000.00	

**Narrative (State):**

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

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

11. Other Construction Expenses

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

12. Excavation/Site Prep/Demo

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

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



State of Illinois  
UNIFORM CAPITAL BUDGET TEMPLATE

13. Site Work

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

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



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**14. Demolition and Removal**

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

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



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**15. Contingency**

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

Purpose	Description of Work	Item Cost	Add/Delete Rows
Contingency for project construction & engineering	Replace NAVAID Units on Runway 2, 20, & 27	\$295.00	Add Delete
	State Total	\$295.00	
Contingency for project construction & engineering	Replace NAVAID Units on Runway 2, 20, & 27	\$16.00	Add Delete
	Non-State Total	\$16.00	
	Total	\$311.00	
Narrative (State):			
Variable contingency in project, to a maximum of 3% of project cost, for cost overruns on construction or engineering work			
Narrative (Non-State): (i.e. "Match" or "Other Funding")			
Match: Variable contingency in project, to a maximum of 3% of project cost, for cost overruns on construction or engineering work			



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**16. Grant Exclusive Line Item(s)**

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

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
Administration Fee for IDOT processing of grant						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						
Grant Exclusive Line Item Narrative (State): An administrative fee is charged to the Federal Grant by IDOT for the administration of the State Block Grant Program. The total amount to administer this project will be recified at the conclusion of the project based upon internal time card records.						
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")						
Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item					



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**16). Indirect Cost**

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

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



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

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

Budget Category	State	Non-State	Total
1. Design/Engineering	\$74,670.00	\$3,930.00	\$78,600.00
2. Building/Land Purchase			
3. Equipment/Materials/Labor			
4. Equipment			
5. Wiring/Electrical			
6. Mechanical System			
7. Paving/Concrete/Masonry			
8. Plumbing			
9. Construction Management/Oversight	\$75,050.00	\$3,950.00	\$79,000.00
10. Construction	\$565,250.00	\$29,750.00	\$595,000.00
11. Other Construction Expenses			
12. Excavation/Site Prep/Demo			
13. Site Work			
14. Demolition and Removal			
15. Contingency	\$295.00	\$16.00	\$311.00
16. Grant Exclusive Line Item(s)			
17. Indirect Costs			
State Request		\$715,265.00	
Non-State Amount		\$37,646.00	
TOTAL PROJECT COSTS			\$752,911.00



**State of Illinois**  
**UNIFORM CAPITAL BUDGET TEMPLATE**

**For State Use Only**

Grantee: City of DeKalb

Data Universal Number System (DUNS) Number (enter numbers only): 031611213 Notice of Funding Opportunity (NOFO) Number: \_\_\_\_\_

Catalog of State Financial Assistance (CSFA) Number: 494-60-0327

CSFA Short Description: Airport Improvement Program

Fiscal Year(s): \_\_\_\_\_

Initial Budget Request Amount: \_\_\_\_\_

Prior Written Approval for Expense Line Item: \_\_\_\_\_

Statutory Limits or Restrictions: \_\_\_\_\_

Checklist: \_\_\_\_\_

Final Budget Amount Approved: \_\_\_\_\_

Program Approval Name \_\_\_\_\_ Date \_\_\_\_\_

Program Approval Signature \_\_\_\_\_

Fiscal & Administrative Approval Name \_\_\_\_\_ Date \_\_\_\_\_

Fiscal & Administrative Approval Signature \_\_\_\_\_

Budget Revision Approved: \_\_\_\_\_

Program Approval Name \_\_\_\_\_ Date \_\_\_\_\_

Program Approval Signature \_\_\_\_\_

Fiscal & Administrative Approval Name \_\_\_\_\_ Date \_\_\_\_\_

Fiscal & Administrative Approval Signature \_\_\_\_\_

**\$200.308 Revision of budget and program plans**

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



# Illinois Department of Transportation

Office of Planning and Programming  
2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 3, 2016

Mr. Tom Cleveland  
Airport Manager  
DeKalb Taylor Municipal Airport  
3232 Pleasant Street  
DeKalb, Illinois 60115

Mr. Cleveland,

For Fiscal Year 2017, the Illinois Department of Transportation's Proposed Airport Improvement Program includes projects at airports throughout the state to ensure continued safe and efficient operations at these facilities as well as maximizing opportunities for economic development in Illinois.

The following federally funded project(s) for your airport have been selected based on requests made to this office and are included in the Federal Fiscal Year (FFY) 2017 Proposed Airport Improvement Program. This program is based on federal funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports as well as maximum of \$150,000 entitlement funds for non-primary airports. The federal legislation calls for a maximum 90% federal match. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects will require a minimum 10% local match.

This program is dependent on receipt of FFY 2017 federal grant funds and legislative authorization of state funding appropriations and release of funds by the Governor's office.

The Illinois Department of Transportation and the Airport Sponsor agree to participate in the below defined amounts in accordance with the percentages shown. In addition, the Airport Sponsor shall pay such additional project costs, which exceed the sum of the Department's funds and the Federal funds. In the event the Illinois General Assembly fails to appropriate funds or sufficient funds are otherwise not made available for these Projects, the Airport Sponsor will be required to pay the State and local costs as itemized below, including any amounts which exceed the totals listed.

The projects included in the program were selected from the many projects that were submitted as the result of the fall 2015 Transportation Improvement Program (TIP) meetings. Federal, state and local priorities weighed heavily in the selection process.

The Illinois Department of Transportation, Office of Planning and Programming has programmed the following project to be included in the FFY 2017 Proposed Airport Improvement Program for your airport.

Mr. Tom Cleveland  
June 3, 2016  
Page Two

The project “**Replace the existing VASI units on Runway Ends 2, 20, & 27 with PAPI units**” will be funded as follows:

FFY-2017 Non-Primary Entitlement Funds	\$148,500
FFY-2017 State Apportionment Funds	\$509,400
State Match	\$36,550
<u>Local Match</u>	<u>\$36,550</u>
Total Cost	\$731,000

---

The Office of Intermodal Project Implementation (Aeronautics) maintains a letting schedule for construction projects that needs to be strictly followed to ensure that projects are advertised and brought to letting in an organized manner within the fiscal year in which they are programmed. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure that professional services effort is eligible for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project(s) prior to any professional services costs being incurred. This should take place as soon as possible, but definitely prior to the project initiation/pre-design meeting. The Office of Intermodal Project Implementation (Aeronautics) will assist in guiding you through that process and the initial development and review of fees.

The projects contained in this letter are officially programmed for development. This letter herewith constitutes the official “**Notice to Proceed**” for these projects. It is now the airport sponsor's responsibility to initiate the professional services phase of the project for your specific project type (planning development, equipment procurement, T-Hangar development, land acquisition or design plans and specifications development). This is accomplished by contacting the Office of Intermodal Project Implementation (Aeronautics), either directly or through your consultant, to schedule a project initiation meeting. Where construction projects are programmed, you should contact the Office of Intermodal Project Implementation (Aeronautics) design engineer for your airport to initiate a pre-design meeting.

Your Aeronautics Design Engineer is Hank Priester, P.E. and he may be reached at 217-557-9113 to initiate this project. Please initiate your project within one year of the date on this letter.

Mr. Tom Cleveland  
June 3, 2016  
Page Three

If you have any questions concerning this letter, please contact BJ Murray at 217-782-4118.

Sincerely,

A handwritten signature in black ink that reads "Bruce Carmitchel". The signature is written in a cursive style with a large, looping 'B' and a trailing flourish at the end.

Bruce Carmitchel.  
Bureau Chief of Planning

**RESOLUTION 2017-086 PASSED: JULY 10, 2017**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO EXECUTE A FIVE-YEAR RETAINER AGREEMENT WITH CRAWFORD, MURPHY, AND TILLY, INC. FOR CONSULTANT ENGINEERING SERVICES AT THE DEKALB TAYLOR MUNICIPAL AIRPORT.**

COPY

**WHEREAS**, the City of DeKalb is a home rule unit as defined in Article VII, Section 6 (a) Of the Illinois Constitution and has jurisdiction over matters pertaining to its government; and

**WHEREAS**, the City of DeKalb requests Council authorize the Mayor to enter into a five (5) year retainer agreement with Crawford Murphy, Tilly, Inc. for airport consultant engineering services at the DeKalb Taylor Municipal Airport.

**NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**


**Section 1:** That City Council of the City of DeKalb hereby approves the Mayor to authorize a retainer agreement in the form attached, subject to such changes as are acceptable to the Mayor with the recommendation of City Staff.

**Section 2:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayors signature and shall be effective there upon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10<sup>th</sup> day of July, 2017, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

**ATTEST:**

  
SUSANNA HERRMANN, City Clerk

  
  
JERRY SMITH, Mayor

## EXHIBIT A

### **Independent Contractor Agreement for Services**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Crawford, Murphy & Tilly, Inc " hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

#### A. Services.

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

#### B. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing for 5 years from the date of execution, until terminated by either party upon seven (7) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

#### C. Compensation.

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

#### D. Changes in Rates of Compensation (and Prevailing Wages).

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in the scope of work, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely

responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

#### H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting:* The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Prevailing Wage:* The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

*Drug Free Workplace:* The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

*Responsible Contractor Requirements:* The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the

United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

*Non-Discrimination, Certification, and Equal Employment Opportunity:* The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

*Record Retention and Audits:* If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

*United States Resident Certification:* (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

*Tax Payer Certification:* Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 37-0844662 and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

*Authorized in Illinois:* The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1,

*et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

*Export Administration, Supplies, Labor:* The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

*General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

*OSHA Standards:* The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

*CERCLA Indemnification:* The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

*Buy America:* The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

*Collusion:* The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

#### I. Indemnification

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney's fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

#### J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described in the Insurance Requirements Section of Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design

calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor's legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys' fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

#### K. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

#### L. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:

City Manager  
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

For the Contractor:

Brian R. Welker, PE, Sr. VP  
Crawford, Murphy & Tilly, Inc.  
2750 W. Washington St.  
Springfield, IL 62702

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

#### M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be

withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

#### N. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

#### O. Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor's invoices, shall waive the City's ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City's failure to previously demand the same.

Agreed to this 10<sup>th</sup> day of July, 2017.

City of DeKalb  
City Mayor/Manager  
City Clerk

The seal of the City of DeKalb, Georgia, is circular with a double-lined border. The outer ring contains the text "CITY OF DEKALB" at the top and "GEORGIA" at the bottom. The inner circle features a central emblem depicting a plow and a sheaf of wheat, with the words "AGRICULTURE" and "COMMERCE" on either side. The seal is partially obscured by handwritten signatures and lines.

Contractor  
Title: Sr. Vice President  
Attest

The seal of Crawford, Murphy & Tilly, Inc. is circular with a double-lined border. The outer ring contains the text "CRAWFORD, MURPHY & TILLY, INC." at the top and "DELAWARE" at the bottom. The inner circle features a central emblem with the word "SEAL" in large letters, and the year "1983" below it. The seal is partially obscured by handwritten signatures and lines.

## **Exhibit A – Scope of Services**

*Including Illinois Department of Transportation – Division of  
Aeronautics and Federal Aviation Administration Standard  
Conditions*

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the **DeKalb Taylor Municipal Airport** located in Latitude 41°56'01.8" N, Longitude 88° 42'20.5" W, in **DeKalb County**, State of Illinois; and

WHEREAS, the development program shall include projects described as:

1. Preparation of necessary applications, environmental documentation, airspace request and other documentation for FAA and IDOT DOA grant funding for projects within the 5-year Transportation Improvement Proposal.
2. Land acquisition/land acquisition reimbursement, including various plat preparation, such as appraisal plats, easements, plats of survey, etc., clear zone obstructions surveys, technical advice, and environmental site assessments.
3. **Replace Existing VASI units on Runway Ends 2, 20 and 27 with PAPI Units.**
4. Technical Assistance including Environmental Evaluations, Engineering review and consultation for the Reimbursement Request for the Purchase of the Snow Removal Equipment (SRE) Building – Phase 1 and 2.
5. Crack Repair and Remark Runway 2/20 including Rehabilitation evaluation and design for Runway 2/20 including lead-in connecting Taxiways.
6. Removal and Replacement or Rehabilitation of existing Aircraft Parking Aprons.
7. Overlay, Rehabilitation and Restore crown and grade for Runway 2/20 including lead-in connecting Taxiways.
8. Remove and Replace Perimeter Security Fencing.
9. Rehabilitation of T-Hangar Taxiway pavements, Parking Lots, Roads and Aprons, Phases 1, 2 and 3.
10. Airport Utility Relocation Design and Development, Various Phases. Develop preliminary engineering and plans for the relocation of necessary utilities on the airport including the accommodation of future Airport Developments.
11. Enlarge Existing 1<sup>st</sup> Detention Basin and Construct Detention basin to accommodate future development including stormwater design, evaluation and engineering.
12. Preliminary Engineering, Site Engineering for future Hangar development and expansion.
13. Relocation of Pleasant Street including alignment, engineering and plan development to accommodate East Frontal Area development.
14. Expand large aircraft parking apron including engineering for the necessary construction of the apron and any connecting taxiways.

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois, is authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development project.

### **I. ENGINEERING SERVICES**

The Engineer agrees to furnish and perform the various professional engineering services required for the preparation of the above reference construction project as follows:

#### **(A.) The Planning Phase**

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects included in

the above referenced development program.

2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the above referenced development program.
3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.
4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

(B.) The Preliminary Phase

1. Office Engineering

- a. Provide the Owner when requested, all elements required for the Preapplication for Federal Assistance ready for signature of the Owner and submittal to the Division.
- b. Preparation of elementary sketches and supplementary sketches required to achieve State and/or Federal budgeting.

(C.) The Design, Special Services and Construction Phases

1. Upon completion of the programming and budgeting of all or any part of the above reference development program, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the above referenced development program which are to be funded under a specific project. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer for services rendered associated with the development of the DeKalb Taylor Municipal Airport as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on the attached Schedule of Charges and the actual time expended in performing the services.

The invoices shall be submitted by the Engineer and shall detail the services performed, an employee number and classification of the person performing the service. If any services are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall be reimbursed at his actual cost for obtaining these services.

- B. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of

the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the above referenced development program under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.
- D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the projects included in the above referenced development program.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order NO. 11246, "Equal Employment Opportunity," as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

#### IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. During the performance of this contract, the Engineer, for itself, its assignees and successor in interest agrees as follows:
  - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by referenced and made a part of this contract.
  - 2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
  4. In the event of the Engineer's noncompliance with the nondiscrimination provisions of the contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -
    - (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
    - (b) cancellation, termination or suspension of the contract, in whole or in part.
  5. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.  
Provided, however, that in the event the Engineer becomes involved, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- C. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT  
ILLINOIS REVISED STATUTES - CHAPTER 127

132.11-1. Contracts with State Officers or Employees -  
Prohibition - Exceptions - Penalty

11.1 It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7-1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not more than \$2,500.

Amended by P.A. 79-779, 1, eff. October 1, 1975.

Amended by P.A. 82-622, 16, eff. January 1, 1982.

CERTIFICATION OF CAPACITY TO CONTRACT

Section 11.1 of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.11-1), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section 11.1 or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

The undersigned, being the duly authorized representative of CRAWFORD, MURPHY & TILLY, INC., a corporation, hereby certify that they have read Section 11.1 of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7-1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

1st day of June, A.D., 2017

Corporate Seal



CRAWFORD, MURPHY & TILLY, INC.  
Corporation

By: 

Brian R. Welker, P.E.

Sr. Vice President

CERTIFICATION OF ENGINEER

I hereby certify that I am the Sr. Vice President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 W. Washington Street, Springfield, Illinois, and that neither I nor the above firm I here represent has:

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

The firm certifies by execution of page 7 that:

- (a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.
- (b) it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

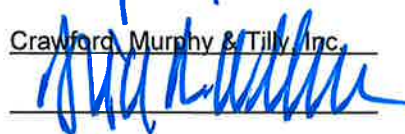
I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both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

Date:

July 10, 2017

Crawford, Murphy & Tilly, Inc.

By:



Brian R. Welker, P.E.

Sr. Vice President

**ATTACHMENT A.1**

**2017 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.**

For services provided under Section I, Paragraphs A and B

<b>Classification</b>	<b>Regular Rates Per Hour</b>
Principal	\$ 200
Senior Project Engineer/Manager	\$ 195
Project Engineer/Manager/Architect	\$ 165
Senior Engineer/Architect	\$ 135
Senior Technical Manager	\$ 125
Senior Planner/GIS Specialist	\$ 115
Engineer/Architect	\$ 115
Planner/Technical Manager	\$ 80
Land Surveyor	\$ 135
Senior Technician	\$ 125
Technician II	\$ 100
Technician I	\$ 75
Administrative Assistant/Accountant	\$ 50

These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2018.

## **Exhibit B – Compensation IDOT Administered Projects**

### **For services provided under Section I, Paragraphs C of Exhibit A:**

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

To comply with the above requirements, in consultation with the City and Illinois Department of Transportation-Division of Aeronautics, an Agreement for Engineering Services covering the specifically defined parts of the development program which are to be funded under a programmed project will be developed utilizing IDA's standard form of agreement and presented for review and execution by the City. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project. Current Department procedure utilizes Cost Plus Fixed Payment per FAA guidelines with invoices per attachment B.1 for projects undertaken under the supervision of the Department. Project payment is subject to changes in IDOT or FAA requirements. A copy of the consultants current IDOT approved overhead and burden rate is included as Attachment B.2.

**ATTACHMENT B.1**

**COST PLUS FIXED PAYMENT INVOICE (Standard Format)**

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

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

Attn: \_\_\_\_\_, Section Chief

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

**Services (Check only those services pertaining to invoice):**

[ ] Preliminary Assessment and Schematic Design Phase [ ] Planning and Special Services  
[ ] Design Phase [ ] Other ( )  
[ ] Construction Phase [ ] Amendment(s)

**Service Dates:** For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

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

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

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: \_\_\_\_\_  
Printed Name and Title

Department Approval  
By: \_\_\_\_\_  
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

**Attachment B.2**



**Illinois Department of Transportation**

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 9, 2016

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Louis Dixon  
CRAWFORD, MURPHY, & TILLY, INC.  
2750 West Washington Street  
Springfield, IL 62702

Dear Louis Dixon,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2015. Your firm's total annual transportation fee capacity will be \$85,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 164.09% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2016. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment

**AUDITED OVERHEAD - CALENDAR YEAR 2015  
& PROVISIONAL 2016 - 2017**

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS	
<u>PAYROLL BURDEN AND FRINGE BENEFITS</u>			
6151	FICA Tax	12.34%	
6102, 6103, 6170	Paid Time Off	19.74%	
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	11.90%	
6159, 6160	Employee Retirement Plan Contributions	14.20%	58.18%
<u>GENERAL &amp; ADMINISTRATIVE OVERHEAD EXPENSE</u>			
6104-6119	Indirect Salaries - Not Allocable to Projects	57.23%	
6222, 6264	Miscellaneous Taxes	1.05%	
6231	Professional Fees	1.63%	
6251	Rent	10.54%	
6252	Utilities	1.24%	
6271	Telephone & Data	4.38%	
6253-6254	Maintenance, Repairs & Supplies	2.06%	
6261-6265	Office Supplies, Shipping & Reproduction	1.75%	
6281, 6284	Seminars, Registration & Education	2.75%	
6291,92,95,6321-23	Travel & Vehicle Expense	3.36%	
6331, 6332	Business Insurance	4.45%	
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.49%	
6366, 6367, 6368	Computer Expense & Supplies	5.99%	
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	.80%	
6401+COFC	Depreciation & Cost of Facilities Capital (.46%)	7.19%	105.91%
TOTAL OVERHEAD			164.09%

## REQUEST FOR QUALIFICATIONS

### Professional Services for the DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIP)

#### General Information

Pursuant to Illinois Department of Transportation – Division of Aeronautics (IDOT – DA) manual on Consultant Engineers Selection Procedures and the Federal Aviation Administration (FAA) Advisory Circular – AC 150/5100-14D, the City of DeKalb seeks a qualified consulting firm to execute a five-year retainer agreement for engineering consulting services, at the DeKalb Taylor Municipal Airport (DTMA). The chosen firm will assist the City with project programming and engineering for its Transportation Improvement Plan (TIP).

Proposals are requested from consulting firms to furnish professional services pertinent to the scope of services outlined below for engineering and consulting services. Please return a hard copy proposal by mail to Tim Holdeman, Public Works Director, c/o City of DeKalb, 200 South Fourth Street, DeKalb, Illinois 60115 no later than March 17, 2017 at 5:00 p.m. and an electronic copy emailed to Public Works Director Tim Holdeman at [tim.holdeman@cityofdekalb.com](mailto:tim.holdeman@cityofdekalb.com). The proposal should demonstrate the ability of your firm to meet the criteria contained herein. Interviews are planned to be conducted the week of March 6-20, 2017. The award of the agreement would be presented to the City Council for consideration on April 10, 2017.

Should you have any questions, please contact Airport Manager Tom Cleveland at (815) 748-8102 or Public Works Director Tim Holdeman at (815) 748-2332. All inquiries must be received a minimum of 72 hours prior to the submittal deadline.

#### Overview

Located 50 miles west of the City of Chicago, the DeKalb Taylor Municipal Airport is a full service municipal airport that services general aviation cargo and business clients. Day-to-day administration and management of the Airport is the responsibility of the Airport Manager. The Airport is an enterprise unit within the Department of Public Works and the Airport Manager reports to the Director of Public Works. Overall administration and financial oversight of the Airport falls under the jurisdiction of the City Manager and the eight-member elected City Council.

In October 2016, the Sixel Consulting Group completed an Airport Governance Study. The study provided comparable data and recommendations for improvements in governance, operations, and increasing regional awareness. Immediately, the City took action by passing a resolution to restructure the Airport Advisory Board. The revision ensures pilots do not represent a majority on the Board and representatives from other regional organizations with a direct interest in the Airport are appointed to the board. Furthermore, the City is conducting research to create a five-year strategic business plan.

The following documents are provided as attachments to this request for qualifications to provide background information concerning future and current plans.

- Transportation Improvement Plan for FY 2018 – 2022 (December 2016).
- DeKalb Taylor Municipal Airport Organizational and Governance Study (October 2016).

## Scope of Services

The City has identified a general scope of services as described below. The basic services are usually conducted in, but are not limited to, the distinct and sequential phases summarized below:

### 1. Preliminary Phase

This phase involves the activities required to define the scope of a project and establishing the preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

- a. Defining project scope requirements, schedules, and project phasing considerations.
- b. A firm comprehension of the FAA's National Priority Rating (NPR) system required for effective, long-term programming.
- c. Coordinating projects with local FAA personnel and other stakeholders.
- d. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for design.
- e. Developing design schematics, sketches, preliminary layouts, and cost estimates.
- f. Preparing project design criteria and other bridging documents used for project delivery methods such as design-build contracting.

### 2. Design Phase

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

- a. Conducting and attending meetings as the City's representation.
- b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
- c. Preparing necessary engineering reports and recommendations.
- d. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.

### 3. Construction Phase

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

- a. Providing consultation and advice to the City during all phases of construction.
- b. Representing the City at preconstruction conferences.
- c. Reviewing and approving shop drawings submitted by contractors for compliance with design concept/drawings.
- d. Reviewing, analyzing, and accepting laboratory and mill test reports.
- e. Assisting in the negotiation of change orders and supplemental agreements.
- f. Reviewing performance tests required by specifications.

#### 4. Project Closeout Phase

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

- a. Making final inspections and submitting punch-lists of the completed project to the City.
- b. Preparing summary of material testing report.
- c. Preparing summary of project change orders.
- d. Preparing final project reports including financial summary.

#### 5. Special Services

The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services vary greatly in scope, complexity, and involve a number of different fields of expertise. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

- a. Soil investigations, core sampling, laboratory tests, related analyses, and reports.
- b. Land surveys and topographic maps.
- c. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project.
- d. Special environmental studies and analyses.
- e. Expert witness testimony in litigation involving specific projects.
- f. Project feasibility studies.

### Qualifications

A qualified firm is expected to have successfully demonstrated the ability to perform the scope of services outlined above for a municipality in the past. The project team selected for the project should have the necessary qualifications to provide the services requested. The team members should include individuals with recent experience in asset management plan development.

The firm must have a minimum of ten (10) years of experience working with municipalities, in the area of asset management planning. The project team must have relevant, recent experience, and have completed numerous analyses of similar size and style within the past five (5) years.

### Proposal Requirements

Proposals must include the following:

- 1. The consultant's name, address, contact information and the name of the primary contact in reference to the proposal.
- 2. Brief background information concerning the consultant (e.g. size, type of services provided, and examples of similar projects).
- 3. A description of the professional approach which the firm will use to conduct the study.

4. Consultant's qualifications.
5. Brief resumes of all staff members who would participate in the rate study, as well as manager, partner, or principal responsible for same.
6. Names, addresses, phone numbers of previous clients that the City may contact for reference regarding similar projects.
7. Proof of the following insurance carried by the consultant:
  - a. General liability
  - b. Worker's Compensation
- ~~8. Itemize compensation proposal with fee schedule. Fee scheduled should be itemized to the greatest extent possible. The treatment of copying, telephone, travel, and similar incidental expenses should be clear.~~
9. All proposals must be signed by an individual with contractual authority for the consultant.
10. A representative example of past projects and programming for other airports similar in scope and size.
11. What can your firm provide to the City of DeKalb that would be beneficial to a long term relationship not otherwise outlined in this RFP? This should be a tangible addition to the deliverables. This is not intended to be a level of qualification or experience. It should be provided as an addition to the proposal.

### **Selection Criteria**

The successful consulting firm will be selected mainly on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

1. Experience, qualifications, performance, availability of firm, and project lead;
2. Ability to communicate effectively with the City and the public;
3. Demonstrated experience with similar studies, within the last five (5) years;
4. Familiarity with the City of DeKalb; and
- ~~5. Pricing.~~

### **Insurance Requirements**

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to Workers' Compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any liability, damage, cost or expense which the City may incur or be liable to pay as a result of any accidental injuries or damages suffered by the Consultant or its employees due to negligence (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions.

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said

policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days' notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

### 3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / Two Million Dollars (\$2,000,000) per occurrence. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after completion. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnitees.

### 4. Automobile Insurance Coverage.

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per person / Two Million Dollars (\$2,000,000) per occurrence. This policy shall include coverage for all owned, hired and non-owned automobiles used in furtherance of this agreement.

### 5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage.

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being in applicable:

- a. Professional Liability / Malpractice. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000) aggregate. Said policy need not identify the City as additional primary insured.
- b. Errors & Omissions Insurance Coverage. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) aggregate. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

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EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

## **Form of Bid Addendum**

### **Bid Addendum:**

Name of Project: Professional Services for the DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIP)

Website Link: <http://cityofdekalb.com/bids.aspx>

Date of Addendum: 03/09/2017

Below are modifications and commentary on the bid document for Professional Services for the DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIP). This Addendum is being issued as a result of an error in the original document. Any item that is not modified, clarified, or commented upon should be considered in force as it reads in the issued bid packet. This addendum should be signed and included in the bid packet as it is submitted. Failure to include this addendum may result in the disqualification of your submitted bid. Please make this addendum easy to find in the submitted bid.

### **Corrections:**

- Item number 8 in the Proposal Requirements section is removed.
- Item number 5 in the selection criteria is removed.
- Interviews are planned for the week of March 20, 2017

Signature \_\_\_\_\_

Date \_\_\_\_\_



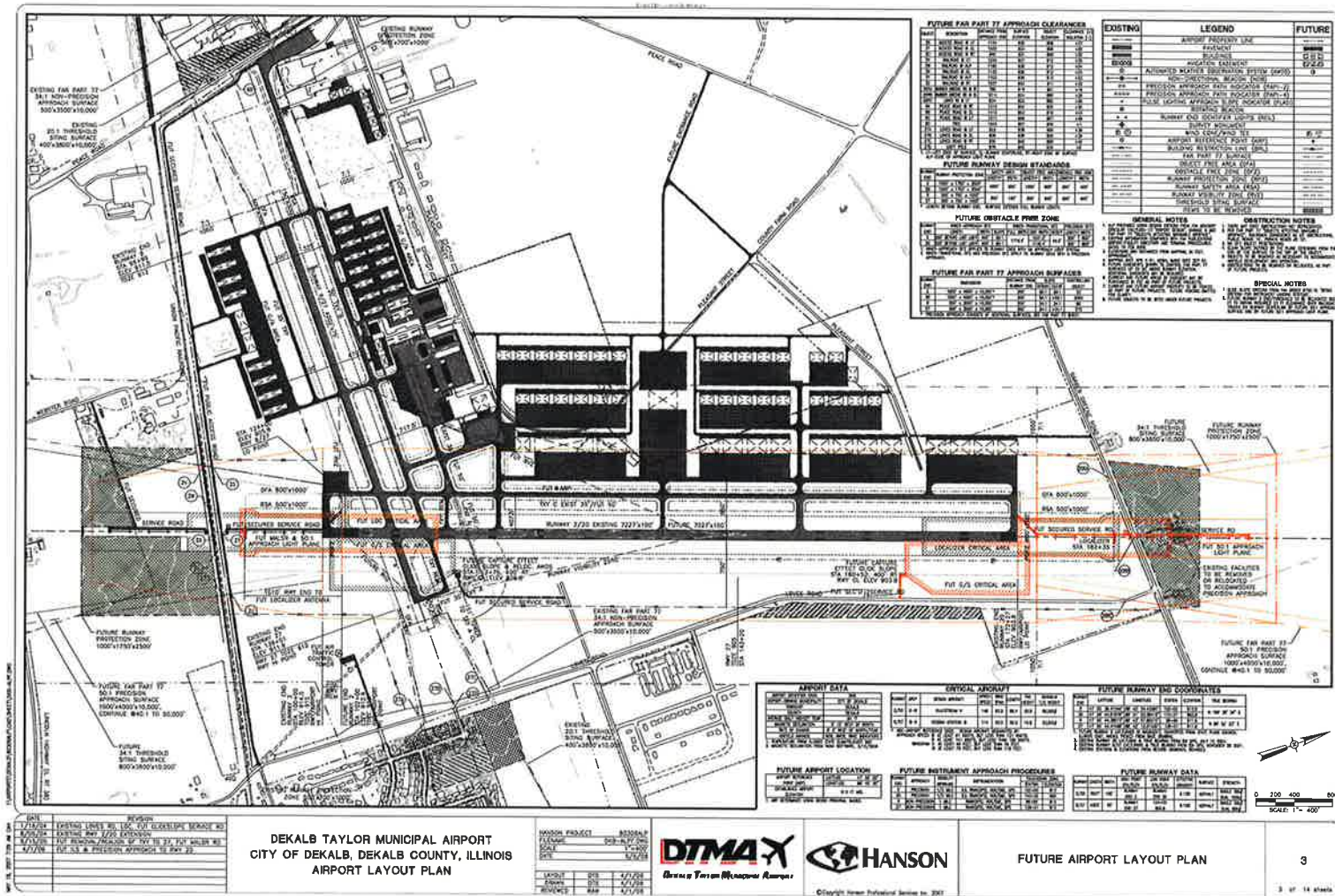
**Illinois Department of Transportation**  
Division of Aeronautics

**Transportation Improvement Program**

Airports FFY 2018-2022

**DEKALB TAYLOR MUNICIPAL AIRPORT**  
DEKALB, ILLINOIS

Transportation Improvement Program: Airports FFY 2018-2022																				
DEKALB TAYLOR MUNICIPAL AIRPORT DEKALB, ILLINOIS																				
Funding Priority	AP Priority Number	Year Requested	Project Title	Project Description	Project on ALP	Environmental Determination EAC/ATE/DES	Estimated Cost								Notes / Comments					
							Clear									Federal		State	Local	Total
							Acquire/ Relocate/ Rebuild/ Resurface/ Other	Land Acquired	ASR/ RSG/ SLC/ Other	SLC/ Other	SLC/ Other	SLC/ Other	SLC/ Other	SLC/ Other		SLC/ Other	SLC/ Other			
Funded	2017	2017	Replace the existing VASI units on Runway Ends 2, 3 & 4 with PAPI units	Replace the existing VASI units on Runway Ends 2, 3 & 4 with PAPI units	YES	CATEX/SL/SLC	Completed	YES	NA	NA	NA	NA	\$599,440	\$148,300	\$36,350	\$731,000	FY 2017 GA Entitlements will be used.			
I	2018	2018	Reimbursement for the purchase of the Frontier Building to serve as a SAE building for the airport. COA has determined that 65% of the building would be eligible for AP Participation. Funding to be made in 2018.	Reimbursement for the purchase of the Frontier Building to serve as a SAE building for the airport. COA has determined that 65% of the building would be eligible for AP Participation. Funding to be made in 2018.	YES	CATEX/SL/SLC	Completed	NO	NA	NA	YES	NA	\$0	\$148,300	\$0	\$148,300	FY 2018 GA Entitlements will be used.			
2	2019	2019	Crack Repair and Resurfacing Runway 2-20	2018 PCI Survey rates generally below 80. Includes crack repair of adjacent "road" for pavement not being rehabilitated.	YES	CATEX/SL/SLC	Completed	YES	NA	NA	NA	NA	\$720,000	\$0	\$40,000	\$800,000				
3	2019	2019	Remove & replace a portion of the aircraft parking apron	The current PCI rating for this pavement is 76. This pavement is experiencing more and more potholes and is showing distress. The City of Dekalb desires to remove and replace this pavement with 3" PCC. Pavement to be replaced is shown in attached aerial photo to be replaced.	YES	CATEX/SL/SLC	Completed	YES	NA	NA	NA	NA	\$1,191,000	\$148,300	\$80,000	\$1,400,000	FY 2019 GA Entitlements will be used.			
4	2020	2020	Overlay Runway 2-20	2018 PCI Survey rates generally below 80. Includes crack repair of adjacent "road" for pavement not being rehabilitated.	YES	CATEX/SL/SLC	Completed	YES	NA	NA	NA	NA	\$3,115,000	\$0	\$190,000	\$3,305,000				
5	2020	2020	Reimbursement for the purchase of the Frontier Building to serve as a SAE building for the airport. COA has determined that 65% of the building would be eligible for AP Participation. Funding to be made in 2020.	Reimbursement for the purchase of the Frontier Building to serve as a SAE building for the airport. COA has determined that 65% of the building would be eligible for AP Participation. Funding to be made in 2020.	YES	CATEX/SL/SLC	Completed	NO	NA	NA	YES	NA	\$219,800	\$148,300	\$0	\$47,000	\$475,000	FY 2020 GA Entitlements will be used.		
6	2021	2021	Acquire 47 ± ac (see map)	Acquire approximately 47 ± ac (see map) (Winter's Property)	YES	CATEX/SL/SLC	PENDING	NO	NA	NA	NA	NA	\$1,883,500	\$0	\$108,750	\$1,992,250	The City of Dekalb will seek discretionary funding for this acquisition.			
7	2021	2021	Replace Paved Shoulder	Replace the existing 4 foot paved shoulder with a 12' wide Class II, shoulder. This project could change once the add life study has been completed and a determination is made on the need for right of way acquisition.	YES	CATEX/SL/SLC	PENDING	YES	NA	NA	NA	NA	\$737,100	\$0	\$40,380	\$40,380	\$919,000			
8	2022	2022	Relocate/Rebuild Taxiway	Relocation/Rebuild of the Taxiway Pavements that have PCNs ranging from 34 to 36.	YES	CATEX/SL/SLC	PENDING	YES	NA	NA	NA	NA	\$279,900	\$148,300	\$23,800	\$451,000	FY 2022 GA Entitlements. The City of Dekalb would accept this project as a 60/10 State/Local Project.			
9	2022	2022	Acquire Approximately 32 ± ac	Acquire approximately 32 ± ac (see map) (Favor Property)	YES	CATEX/SL/SLC	PENDING	NO	NA	NA	NA	NA	\$415,000	\$0	\$43,000	\$458,000				
10	2022	2022	Acquire 100 ± ac (see map)	Obtain a preliminary plat that shows the location of all the existing utilities on the airport and the preliminary layout of the proposed utility relocation for the proposed future airport development.	NO	CATEX/SL/SLC	Completed	NA	NA	NA	NA	NA	\$72,000	\$0	\$4,000	\$4,000	\$80,000			
11	2023	2023	Enlarge 1st detention basin & second 2nd basin	Phase 1 - Enlargement of the first detention basin and construction of a second detention basin in the local area. Both detention basins will flow to the existing detention basin located along Lewis Road.	YES	CATEX/SL/SLC	Completed	NO	NA	NA	NA	NA	\$1,881,000	\$148,300	\$35,000	\$1,900,000	FY 2023 GA Entitlements will be used.			
12	2023	2023	Acquire 22 ± acres for longer expansion	Acquire 22 ± acres (see map) for future complete longer expansion (Larkin Property)	YES	CATEX/SL/SLC	Completed	NO	NA	NA	NA	NA	\$1,360,000	\$0	\$75,000	\$1,435,000				
13	2024	2024	Relocate a portion of Pleasant Street	Relocate a portion (2,800 ± sq ft) of Pleasant Street to develop the East Frontal Area.	YES	CATEX/SL/SLC	Completed	NO	NA	NA	NA	NA	\$502,000	\$148,300	\$36,500	\$720,000	FY 2024 GA Entitlements will be used.			
14	2024	2024	Airport Utility Relocation, Phase 1	Relocation of the existing utilities on the Airport that were shown in Phase 1 for conflict with future development.	NO	CATEX/SL/SLC	Completed	NO	NA	NA	NA	NA	\$475,000	\$0	\$37,500	\$512,500				
15	2025	2025	Expand the large aircraft parking apron	Expand the large aircraft parking apron	YES	CATEX/SL/SLC	Completed	YES	AT TIME OF PROJECT	NA	NA	NA	\$1,281,500	\$148,300	\$75,000	\$1,504,800	FY 2025 GA Entitlements will be used.			



FUTURE AIRPORT LAYOUT PLAN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Traci Stoecker / Linda Bomarito PHONE (A/C No, Ext): 309-683-1065 E-MAIL ADDRESS: FAX (A/C No): 888-898-6604
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO 21415 INSURER B: COLONY INS CO 39993 INSURER C: XL SPECIALTY INS CO 37885 INSURER D: ROCKHILL INS CO 28053 INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 50066497

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D5748018	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5B5748018	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			5J5748018	01/01/17	01/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	5H5748018	01/01/17	01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			CSP304179	12/01/16	01/01/18	\$5,000,000 Ea Claim 10,000,000 Aggr
C	Professional Liability			DPR9909042	01/01/17	01/01/18	\$5,000,000 Ea Claim 7,000,000 Aggr
D	Excess Umbrella			XS01883900	01/01/17	01/01/18	\$5,000,000 Ea Claim 5,000,000 Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIPS) Job # 17248-01  
City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City are additional insured on the general and auto liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions.  
Waiver of Subrogation applies on the general, auto, umbrella, workers compensation and professional liability per policy terms and conditions. A 30 day notice of cancellation applies to the general, auto, umbrella, workers compensation and professional liability per policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of DeKalb 3232 Pleasant Street DeKalb, IL 60115 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula A. Dixon</i>
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ACORD 25 (2014/01)

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amcneill111 Exhibit D. Certificate of Insurance  
50066497

D.1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**2. "Bodily injury" or "property damage" occurring after:**

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. BLANKET ADDITIONAL INSURED

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

#### C. EMPLOYEES AS INSURED

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured Provision**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

## F. SUBSIDIARIES AS INSURED

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

## G. SUPPLEMENTARY PAYMENTS

**Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

## I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

## J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

## K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

## L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss"** are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

## M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

## **N. AUTO LOAN OR LEASE COVERAGE**

**Section III – Physical Damage Coverage**  
Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

## **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

## **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

## **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

## **R. RENTAL REIMBURSEMENT**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### **S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### **U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

#### **V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

#### **W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### **X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

##### **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

#### **Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

#### **AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

**SCHEDULE\***

<b>Name of Person(s) or Organization(s)</b>
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **Section II** of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CRAWFORD MURPHY & TILLY, INC.

**Endorsement Effective Date:** SEE ABOVE

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT  
AND A CERTIFICATE HAS BEEN ISSUED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT  
REQUIRING SUCH A WAIVER AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION PROVIDED  
BY US – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART
- X BUSINESS AUTO COVERAGE PART
- BUSINESSOWNERS COVERAGE PART
- X COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- X WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
- LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

**SCHEDULE\***

<b>1. Name:</b>	ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN
<b>2. Address:</b>	CONTRACT AND A CERTIFICATE HAS BEEN ISSUED.
<b>3. Number of days advance notice:</b>	30
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.



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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of DeKalb

Airport: Dekalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway  
Ends 2, 20, & 27

### Application

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

### Certification Statements

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

#### Sponsor's Certification

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

Executed on this 23rd day of July, 2020.

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: \_\_\_\_\_



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

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

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

#### \* APPLICANT'S ORGANIZATION

City of DeKalb

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name: Bill Middle Name:

\* Last Name: Nicklas Suffix:

\* Title: City Manager

#### \* SIGNATURE:



\* DATE: 7/23/2020



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of DeKalb

Airport: DeKalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

### Application

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

### Certification Statements

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

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

☒ Yes   ☐ No   ☐ N/A

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

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

☒ Yes   ☐ No   ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

**Location 1**

Name of Location: DeKalb Taylor Municipal Airport

Address: 3232 Pleasant Street, DeKalb Illinois 60155

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

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

**Sponsor's Certification**

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

Executed on this 23rd day of July, 2020.

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:

A handwritten signature in black ink, appearing to read "Bill Nicklas", is written over a horizontal line.

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

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of DeKalb

Airport: DeKalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

### Application

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

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

### Certification Statements

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

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

☒ Yes   ☐ No   ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes   ☐ No   ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes   ☐ No   ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes   ☐ No   ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes   ☐ No   ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes   ☐ No   ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

#### **Sponsor's Certification**

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

Executed on this 23rd day of July, 2020

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



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

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of DeKalb

Airport: DeKalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

#### Application

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

#### Certification Statements

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

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

☒ Yes   ☐ No   ☐ N/A

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

☒ Yes   ☐ No   ☐ N/A

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

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

☐ Yes ☐ No ☒ N/A

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

☐ Yes ☐ No ☒ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

#### Sponsor's Certification

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

Executed on this 23rd day of July, 2020.

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



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

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: City of DeKalb

Airport: DeKalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

### Application

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

### Certification Statements

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

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

☐ Yes ☐ No ☒ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

☐ Yes ☐ No ☒ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

- a. The term is for 20 years or the useful life of the project;
- b. The lessor is a public agency; and
- c. The lease contains no provisions that prevent full compliance with the grant agreement.

☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☐ Yes ☐ No ☒ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☐ Yes ☐ No ☒ N/A

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

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

☐ Yes ☐ No ☒ N/A

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

☐ Yes ☐ No ☒ N/A

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

☐ Yes ☐ No ☒ N/A

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

### Sponsor's Certification

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

Executed on this 23rd day of July, 2020

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative:



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

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of DeKalb

Airport: DeKalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

#### Application

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

#### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

☒ Yes   ☐ No   ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

☒ Yes   ☐ No   ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

☒ Yes   ☐ No   ☐ N/A

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

### Sponsor's Certification

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

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

Executed on this 23rd day of July, 2020.

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: \_\_\_\_\_



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

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## **Certification and Disclosure Regarding Potential Conflicts of Interest**

### **Airport Improvement Program Sponsor Certification**

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Sponsor: City of DeKalb

Airport: DeKalb Taylor Municipal Airport

Project Number: DKB-4556

Description of Work: Lighting/NAVAIDS - Relocate & Replace the Existing NAVAID Units on Runway Ends 2, 20, & 27

#### **Application**

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

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

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

#### **Certification Statements**

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

☒ Yes   ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

### **Sponsor's Certification**

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

Executed on this 23rd day of July, 2020.

Name of Sponsor: City of DeKalb

Name of Sponsor's Authorized Official: Bill Nicklas

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: \_\_\_\_\_



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

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

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

#### \* APPLICANT'S ORGANIZATION

City of DeKalb

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name: Bill Middle Name:

\* Last Name: Nicklas Suffix:

\* Title: City Manager

#### \* SIGNATURE:



\* DATE: 7/23/2020