RESOLUTION 2015-033   PASSED: APRIL 27, 2015

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF $161,255 WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR THE PURPOSE OF INSTALLING A CORPORATE HANGAR CONCRETE APPROACH AT THE DEKALB TAYLOR MUNICIPAL AIRPORT (DTMA).

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into an Agreement with the State of Illinois for installation of a corporate hangar concrete approach at the DeKalb Taylor Municipal Airport.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 27th day of April, 2015 and approved by me as Mayor on the same day. Passed by roll call vote of 6-0-2 under the Consent Agenda. Aye: Finucane, Lash, Snow, Naylor, Baker, Rey. Nay: None. Absent: Jacobson, O'Leary.

ATTEST:

MARcia E. Sweigert, City Clerk

JOHN A. Rey, Mayor
AGENCY AGREEMENT
AIRPORT IMPROVEMENT PROGRAM
CFDA 20.106
ILLINOIS STATE BLOCK GRANT NUMBER(S): 3-17-SBGP-95
ILLINOIS PROJECT NUMBER: DKB-3937

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the City of DeKalb (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

WITNESSETH:

WHEREAS, the Department and the Municipality desire to sponsor a 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 thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described in the Project Status Report, which is attached hereto as "Exhibit 1" and which is expressly incorporated by reference; and

WHEREAS, the Municipality has applied for State assistance in procuring State or federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project described below; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"), and

WHEREAS, the official 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.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

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Revised 7/23/14
DEFINITIONS

A. The words "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.

B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA.

C. The word "Project" as used herein means this project which shall be identified as Illinois Project Number DKB-3937, State Block Grant Number(s) 3-17-SBGP-95, and described as:

Various Airport Development under the State Block Grant Program
Apron - Install Corporate Hangar Concrete Approach

D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.

E. The words "Project Coordinator" as used herein mean an employee of the Department who shall be responsible for the overall coordination and accomplishment of the Project.

F. The words "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.

G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.

H. The word "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.
RECEIPT AND DISBURSEMENT OF FUNDS

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the federal Grant and this Project are done in compliance with all applicable state and/or federal requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.

2. The Department 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 or in reimbursement to either of the parties hereto for costs previously incurred.

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 $161,255.00.

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Source</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>92.09%</td>
<td>Federal</td>
<td>$148,500.00</td>
</tr>
<tr>
<td>2.42%</td>
<td>State</td>
<td>$3,905.00</td>
</tr>
<tr>
<td>5.49%</td>
<td>Local</td>
<td>$8,850.00</td>
</tr>
</tbody>
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All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the Municipality shall pay such additional project costs which exceed the sum of the Department’s funds and the Federal funds, as are herein committed for this Project. In the event State funds are not released, the Municipality specifically guarantees to pay the State and Local costs as itemized above, including any amounts which exceed the totals listed.

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

The Department 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). Subject to the approval of the Governor, the Department will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department’s percentage of financial
participation as heretofore stated or in excess of the Department's agreed total participation. If additional payments are made pursuant to a Court of Claims award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made either by the Department or Municipality 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 Municipality, the Municipality must pay the consultant within 5 business days upon receipt of said payment. If the sponsor fails to pay the consultant as directed herein, such payment must be returned to the Department, unless an extension or other arrangement is approved, in writing, by the Department.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, the surplus shall go to the Federal/Local Fund Account to be used for other airport improvement projects.

4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of the costs as heretofore stated. The Municipality hereby grants to the Department the right to audit any books and records of the Municipality to verify said funds. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay said obligation within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 7 hereof.

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

RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:

   a. to participate and assist the Municipality in preparing the grant application for this project;
b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;

c. to let and enter into contracts for the completion of the Project;

d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;

e. to monitor the progress and performance of the Project work through the Project Coordinator and the Consulting Engineer;

f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;

g. to coordinate and conduct semi-final and final inspections;

h. to obtain contractor and material supplier releases in accordance with State law;

i. to review and approve record drawings and to provide copies to the Municipality and the FAA;

j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;

k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;

l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and

m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and
similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.

7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:

a. the right to seek specific performance;

b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;

c. the right to seek reimbursement of all State or federal funds provided for the Project; and

d. any other remedy available at law or in equity.

8. In addition to the remedies set forth in Paragraph 6 above;

a. in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.

b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY

9. Prior to the Project Completion Date, the Municipality 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 Department after approval thereof shall submit this Agreement to the FAA when applicable.
b. employ a Consulting Engineer who is qualified to provide:
   
   1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
   
   2. materials testing technician(s) approved by the Department;
   
   3. any project reports required by the Department or the FAA; and
   
   4. compliance with Disadvantaged Business Enterprise goals for the Project.

   c. obtain for the benefit of the Department 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 Department, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or 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 Department.

10. The Municipality 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.

11. After the Project Completion Date, the Municipality 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 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 Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.

12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.

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

b. If the Municipality expends $500,000.00 or more during its fiscal year in federal financial assistance from any source, it shall have an audit made in accordance with the Single Audit Act Amendments of 1996 (31 USC Chapter 75) and OMB Circular A-133.

c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality'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 Department officials.

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

14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality 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 Municipality 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 Municipality 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.

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

16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department’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).

17. The Municipality hereby certifies to the Department that it will have 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.

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

MISCELLANEOUS PROVISIONS

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.

20. Any federal grant under this Agreement shall be valid for the useful life of the Project or for twenty (20) years, whichever is longer.

21. Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.

22. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.
23. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

24. The Municipality 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.

25. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Director
Division of Aeronautics
Department of Transportation
One Langhorne Bond Drive
Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mr. Tom Cleveland
Airport Manager
DeKalb Taylor Municipal Airport
3232 Pleasant Street
DeKalb, Illinois 60115-8469

SPECIAL CONDITIONS

26. The Municipality 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 Auditor General or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation 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.

27. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts: Title 2 CFR Part 1200). By signing this agreement, the Municipality is providing the certification set out below.

a. The inability of the Municipality to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Municipality shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into or continue with this transaction. However, failure of the Municipality to furnish a certification or an explanation shall disqualify it from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Municipality knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

c. The Municipality shall provide immediate written notice to the Department if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

e. The Municipality agrees by entering this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

f. The Municipality further agrees by submitting this proposal that it will include the clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. The Municipality may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the
certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. The Municipality may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded from Federal Procurement or Nonprocurements Programs” (Nonprocurement List) which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records by this clause. The knowledge and information of the Municipality is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (f) of these instructions, if the Municipality knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

28. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions. The Municipality certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 28(b) of this certification; and

d. Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Municipality is unable to certify to any of the statements in this certification, it shall attach an explanation to this agreement.
29. Instructions for Certification – Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more: Title 2 CFR Part 1200). By signing and submitting this agreement, the lower tier is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

b. The lower tier participant shall provide immediate written notice to the Department if at any time the lower tier participant learns that its certification was erroneous by reason of changed circumstances.

c. The terms "covered transaction," “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Department Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

d. The lower tier participant agrees by entering into this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

e. The lower tier participant further agrees by entering this agreement that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List which is compiled by the General Services Administration.
g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

h. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

a. The lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this agreement.

31. Federal Funding Accountability and Transparency Act (FFATA):

a. Municipality is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government’s trading partners in support of the contract award, grants and the electronic payment processes. If you do not have a CCR number, you must register at https://www.uscontractorregistration.com/.

b. As a sub-recipient of federal funds equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.
32. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number  **36-6005843**

Legal Status:

- [ ] Individual
- [x] Governmental
- [ ] Sole Proprietorship
- [ ] Nonresident Alien
- [ ] Partnership/Legal Corporation
- [ ] Estate or Trust
- [ ] Tax-Exempt
- [ ] Pharmacy (non-corporate)
- [ ] Corporation providing or billing Medical and/or health care services
- [ ] Pharmacy/ Funeral Home / Cemetery (Corp.)
- [ ] Corporation NOT providing or Billing medical and /or health care Services
- [ ] Other

33. The Municipality further certifies, in accordance with Public Act 95-971, as applicable:

- [x] The Municipality is not required to register as a business entity with the State Board of Elections.

or

- [ ] The Municipality has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

The Municipality acknowledges that the State may declare this Agreement void without any additional compensation due to the Municipality if the foregoing certification is false or if the Municipality (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).
34. The Municipality also certifies that its' DUNS Number is as provided below:

DUNS Number: 031611213

35. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Municipality is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as,

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Municipality must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

This Agreement will expire five years from the execution date.

City of DeKalb
a Municipal Corporation

Attest:

By: 

Marcia E. Sweigert
City Clerk

Printed or Typed Name

Date: 

By: 

John A. Key
Mayor

Printed or Typed Name

Date: 4/27/15

DIVISION OF AERONAUTICS

Steven M. Young
Interim Director of Aeronautics

Date: 5/21/15

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Jim Ofcarcić, Acting CFO
Office of Finance and Administration

Date: 6/8/2015

William M. Barnes
Chief Legal Counsel

Date: 6/8/15

Randall S. Blankenhorn
Secretary of Transportation

Date: 6/24/15

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Revised 7/23/14
In accordance with Illinois Compiled Statutes, in regards to Debt Delinquency (30 ILSC 500/50-11):

a. No person shall submit a bid for or enter into a contract or subcontract under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Bureau. For purposes of this Section, the term "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection (a), a person controls an entity if the person owns, directly or individually, more than 10% of the voting securities of that entity. As used in this subsection (a), the term "voting security" means a security that (1) confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business or (2) is convertible into, or entitles the holder to receive upon its exercise, a security that confers such a right to vote. A general partnership interest is a voting security.

b. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of this Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the contractor or the subcontractor and its affiliate is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications completed pursuant to this subsection (b) are false. If the false certification is made by a subcontractor, then the contractor's submitted bid and the executed contract may not be declared void, unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontract's certification was false.

(Source: P.A. 96-493, eff. 1-1-10; 96-795, eff. 7-1-10 (see Section 5 of P.A. 96-793 for effective date of changes made by P.A. 96-795); 96-1000, eff. 7-2-10; 97-895, eff. 8-3-12.)
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to Sub-recipients for
Federal Funding
DeKalb Taylor Municipal Airport

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: $148,500.00

Federal Grant Number(s): 3-17-SBGP-95

Grant(s) Award Date: 8/26/11

Illinois Project Number: DKB-3937

Project Description: Apron - Install Corporate Hangar Concrete Approach

CFDA Number*, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal
Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

Do not submit this certification to the department with your signed contract.
This certification applies ONLY to governmental agencies, local units of government and
non-profit agencies expending federal funds for this project. It does not apply to for-profit
public or private entities.
If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB
A-133 single audit must be submitted to the department at the end of your fiscal year for any
fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY
YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY
STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO
COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN
THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit
Organizations, such non-federal entities that expend $500,000 or more in federal awards in a
year are required to have a single audit performed in accordance with OMB Circular A-133. The
Illinois Department of Transportation (IDOT) 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 IDOT. It is the responsibility of the agencies expending federal funds
to comply with the requirements of OMB Circular A-133 and determine whether they are
required to have a single audit performed.
In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

If your agency expended $500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

If your agency did not expend $500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement on the following page.

This is an annual requirement for every year in which you expended funds for this project.
If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section
2300 South Dirksen Parkway
Room 303
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
- Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

- Corrective Action Plan(s), if applicable.
- Management Letter, if applicable.
- Status of Prior Year Findings, is applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please call 217/782-6041.
NOTICE

• Do not submit this certification to the department with your signed contract.
• This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
• If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required

I certify that __________________________ did not expend $500,000 or more in federal awards in our fiscal year __________ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: __________________________

Contact Person: __________________________ Title: __________________________

Address: __________________________ Phone No.: __________________________

________________________ Fax No.: __________________________

Fiscal Year End: __________________________

Email address: __________________________

S:\PP\WinWord\Document Templates
Revised 7/23/14
**State Num:** DKB-3937-0000  
**Program Year:** 2014  
**Project Status Report**  
**Exhibit 1**  
As of 23 Feb 2015 13:36  
Page 1

Federal Num: 3-17-SBGP-95

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

**Description:** Apron - Install Corporate Hangar Concrete Approach

### Line Item Status

<table>
<thead>
<tr>
<th>Num</th>
<th>Description</th>
<th>Total</th>
<th>Federal</th>
<th>State</th>
<th>Local</th>
<th>Pd to Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construction - Elliott and Wood, Inc.</td>
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<td>Eng. Preliminary - Costs Incurred - City of DeKalb* Hanson L.S. PASD</td>
<td>5,937.71</td>
<td>5,640.82</td>
<td>148.44</td>
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<td>4</td>
<td>Eng. Construction - Costs Incurred - City of DeKalb* Hanson Inspection</td>
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<td>5</td>
<td>Special Services-Costs Incurred - City of DeKalb* Hanson CatEx</td>
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<td>0.00</td>
<td>0.00</td>
<td>4,944.87</td>
<td>4,944.87</td>
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<td>6</td>
<td>Inter-fund transfer OUT - Treas, St of IL</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7</td>
<td>Inter-fund transfer IN - Treas, St of IL</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
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</table>

**TOTAL ELIGIBLE COSTS**  
161,124.66  
148,370.80  
3,904.49   
8,849.37   
0.00      
161,124.66

**Reserves (+) / shortfalls (-)**  
130.34    
129.20    
0.51      
0.63      
0.00      
130.34

**TOTAL APPROVED FUNDING**  
161,255.00  
148,500.00  
3,905.00   
8,850.00   
0.00      
161,255.00
State Num:  DKB-3937-0000  Program Year:  2014  
Federal Num:  3-17-SBGP-95  
Airport:  DEKALB TAYLOR MUNICIPAL AIRPORT  
Description:  Apron - Install Corporate Hangar Concrete Approach

### Project Status Report

**Exhibit 1**  
As of 23 Feb 2015 13:36  
Fed Status:  Pending  
State Status:  Pending

#### Funding Summary

<table>
<thead>
<tr>
<th>Amend Num</th>
<th>Description</th>
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<td></td>
<td>Agency agreement</td>
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<td>148,500.00</td>
<td>3,905.00</td>
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**TOTAL APPROVED FUNDING**  
161,255.00  
148,500.00  
3,905.00  
8,850.00

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<thead>
<tr>
<th>Description</th>
<th>Total</th>
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<th>State</th>
<th>Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program budget (for information only)</td>
<td>156,316.00</td>
<td>148,500.00</td>
<td>3,908.00</td>
<td>3,908.00</td>
</tr>
</tbody>
</table>
May 16, 2014

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

Mr. Cleveland,

Revised FFY-2015 Airport Improvement Program: The Illinois Department of Transportation (IDOT) has removed the FFY-2011 project, “Construct a Bituminous Overlay of the Airport Entrance Road and Parking Lot” and added in its place “Install Corporate Hangar Concrete Approach” to the FFY-2015 Airport Improvement Program.

For fiscal year 2015, 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) 2015 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 2015 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 above 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 above, including any amounts which exceed the totals listed.

The FFY 2015 Proposed Airport Improvement Program contains the following federal projects for your airport:

The project “Install Corporate Hangar Concrete Approach” will be funded as follows:

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NP FY-2011 Entitlement Funds</td>
<td>$114,000</td>
</tr>
<tr>
<td>State Match</td>
<td>$3,000</td>
</tr>
<tr>
<td>Local Match</td>
<td>$3,000</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$120,000</td>
</tr>
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</table>

The Division of 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 Division of Aeronautics will assist in guiding you through that process and the initial development and review of fees.
Mr. Mr. Tom Cleveland  
May 16, 2014  
Page Three

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 Division of Aeronautics, either directly or through your consultant, to schedule a project initiation meeting. Where construction projects are programmed, you should contact the Division of 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.

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

Sincerely,

Charles J. Ingersoll, P. E.  
Director

cc: Director Susan Shea, Ph.D., Division of Aeronautics
Title 49, United States Code, section 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). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One—General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.

2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.

4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.

6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.

7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.

9. The project was (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.

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

City of DeKalb
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Designated Official Representative)

[Typed Name]
(Typed Name of Sponsor's Designated Official Representative)

Mayor
(Typed Title of Sponsor's Designated Official Representative)

4/28/15
(Date)
Title 49, United States Code, section 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 standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.

8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.

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

City of DeKalb
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)
John Rey
(Typed Name of Sponsor's Designated Official Representative)
Mayor
(Typed Title of Sponsor's Designated Official Representative)

(Date)
Title 49, United States Code, section 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 Title 49, Code of Federal Regulations, Part 29. 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.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>A statement has been (will be) published 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>An ongoing drug-free awareness program has been (will be) established to inform employees about:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. The dangers of drug abuse in the workplace;</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. The sponsor's policy of maintaining a drug-free workplace;</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Any available drug counseling, rehabilitation, and employee assistance programs; and</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Abide by the terms of the statement; and</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>
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.

5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

6. One of the following actions 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; or

   b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment.

I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the foregoing items are accurate as marked and attachments are correct and complete.

City of DeKalb

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

John Rey

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)
Title 49, United States Code (USC), section 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 standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.</td>
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<td>2.</td>
<td>Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.</td>
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<td>3.</td>
<td>The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.</td>
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<td>4.</td>
<td>The bid solicitation clearly and accurately describes (will describe):</td>
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<td></td>
<td>a. The current Federal wage rate determination for all construction projects, and</td>
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<td></td>
<td>b. All other requirements of the equipment and/or services to be provided.</td>
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</table>
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:
   a. Only one qualified person/firm submits a responsive bid, ☒ ☐ ☐
   b. The contract is to be awarded to other than the lowest responsible bidder, ☐ ☒ ☐
   c. Life cycle costing is a factor in selecting the lowest responsive bidder, or ☐ ☒ ☐
   d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.

6. All contracts exceeding $100,000 require (will require) the following provisions:
   a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent; ☒ ☐ ☐
   b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and ☐ ☒ ☐
   c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.

7. All construction contracts contain (will contain) provisions for:
   a. Compliance with the Copeland "Anti-Kick Back" Act, and ☐ ☒ ☐
   b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.

8. All construction contracts exceeding $2,000 contain (will contain) the following provisions:
   a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and ☒ ☐ ☐
   b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.

9. All construction contracts exceeding $10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.

10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

[Box marked with X]

Yes No N/A

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of DeKalb

(Name of Sponsor)

Signature of Sponsor's Designated Official Representative

John Rey

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

4/28/05

(Date)
Title 49, United States Code, section 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. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

<table>
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<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.</td>
<td>✗</td>
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<td>2.</td>
<td>Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:</td>
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<td>a. Work in progress,</td>
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<td></td>
<td>b. Quality and quantity of materials delivered,</td>
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<td>c. Test locations and results,</td>
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<td>d. Instructions provided the contractor,</td>
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<td>e. Weather conditions,</td>
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<td>f. Equipment use,</td>
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<td></td>
<td>g. Labor requirements,</td>
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<td>h. Safety problems, and</td>
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<td></td>
<td>i. Changes required.</td>
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<td>3.</td>
<td>Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).</td>
<td>✗</td>
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</tbody>
</table>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.

5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.

6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.

7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:
   a. Payments are verified by the sponsor’s internal audit of contract records kept by the resident engineer, and
   b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.

8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.

9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.

10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.

11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.

12. Applicable close out financial reports have been (will be) submitted to the FAA.

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

City of DeKalb

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

John Rey

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

4/28/05

June 28, 2005