

**AGENCY AGREEMENT
AIRPORT IMPROVEMENT PROGRAM
CFDA 20.106
ILLINOIS STATE BLOCK GRANT NUMBER(S): 3-17-SBGP-139
ILLINOIS PROJECT NUMBER: ARR-4522**

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 Aurora (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 Aurora 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, 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 Department provides prequalification of consultants and advised on Municipality's compliance in the consultant selection process; conducted review of professional services retainer and agreement scope and hours; attended pre-design meeting and project status meetings; reviewed project development engineering report, plans and specifications, and project costs and eligibilities; and reviewed bids for reasonableness and responsiveness, reconciled any discrepancies and recommended whether to award or reject a bid for this Project, and

WHEREAS, FAA policy considers starting a project to be the beginning of the design or plan for designing and planning projects. Eligible costs, after review and if approved by the Department, are allowable from the execution date of the consultant retainer agreement used for the Project after a compliant selection process.

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:

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 ARR-4522, State Block Grant Number(s) 3-17-SBGP-139, and described as:

Electrical - Install New Airfield Lighting Control and Monitoring System (ALCMS) Including Removing Existing System

- 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 "Division Engineer" as used herein mean an employee or employees of the Department's Division of Aeronautics acting directly on behalf of the Department as authorized by the Chief Engineer of the Division.
- 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 and the Department, by a contract entered in by the Department and the Municipality to complete this Project.

RECEIPT AND DISBURSEMENT OF FUNDS

The Municipality or the Department on the Municipality's behalf has applied for State assistance in procuring State or federal funds and hereby designates the Department as its Agent to accomplish the Project described herein and the Department hereby accepts the designation to act as Agent for the Municipality on said Project as required by Section 38.01 of Aeronautics Act.

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 agreement, 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 \$330,513.00.

90%	Federal	<u>\$298,046.00</u>
5%	State	<u>\$16,233.00</u>
5%	Local	<u>\$16,234.00</u>

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. Funds expended or costs incurred by Municipality, which are found not to be allowable costs pursuant to federal and state laws and regulations shall be the sole responsibility and liability of the Municipality. (23 USC 47110 and 2 CFR 200).

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 in the proportion and sum 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 may participate to the extent of the above stated percentages for cost overruns and contingencies on said Project, which are 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 by the Department 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, surplus discretionary funds may be recaptured and redistributed at the FAA's discretion, surplus apportionment funds may be recaptured and reapportioned by the Department, and surplus entitlement funds shall be made available for other Municipality 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 or its agents the right to audit any books and records of the Municipality to verify availability said funds for the Project. 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 any obligation under this agreement 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 reimburse to the Municipality any excess funds paid 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 Division Engineer 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.
 - n. to determine the allowability of any planning, design or other costs claimed as incurred for the Project.
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 7 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 Division Engineer, 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 Division Engineer and may receive from the Division Engineer such delegations of authority as the Division Engineer believes to be reasonably appropriate to act and approve routine items on behalf of the Division Engineer and the Department.

10. The Municipality agrees 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. (See 2 CFR 200). 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. As a condition of receiving Federal assistance under this project, the Municipality must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000.00 or more in Federal awards to conduct a single or program specific audit for that year. This includes Federal expenditures made under other Federal-assistance programs.

- 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 leasee 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 or caused to be zoned the Airport and its environs for compatible land use pursuant to the Airport Zoning Act or shall request the Department to adopt airport 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. 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.
21. 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.
22. 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.
23. The Municipality shall comply with all of the FAA Airport Improvement Program assurances, and with federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
24. 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. Steve Andras
Interim Airport Manager
44 East Downer Place
Aurora, Illinois 60507

SPECIAL CONDITIONS

25. 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.
26. Debarment. The Municipality shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Municipality certifies that to the best of its knowledge and belief, the Municipality and the Municipality's principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it 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 anti-trust 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 subsection (b), above;
 - d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Municipality to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Municipality shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Department determined whether 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 Agreement for cause. The Municipality shall provide immediate written notice to the Department if at any time the Municipality learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 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 part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549 and 12689, 2 CFR 180.

The Municipality agrees 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, in writing, by the Department. The Municipality agrees that it will include the clause titled Certification Regarding Debarment and Suspension provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Municipality may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Municipality knows the certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. 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 addition to other remedies available to the federal government, the Department may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. 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.

27. 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>.

28. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number **36-6005778**

Legal Status:

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-Exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing
Medical and/or health care services | <input type="checkbox"/> Pharmacy/ Funeral Home /
Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or
Billing medical and /or health care
Services | <input type="checkbox"/> Other |

29. The Municipality further certifies, in accordance with Section 9-35 of the Election Code, 10 ILCS 5/9-35, as applicable:

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).

30. The Municipality also certifies that its' DUNS Number is as provided below:

DUNS Number: **074582131**

31. 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.

32. In accordance with Illinois Compiled Statutes, in regards to Debt Delinquency (30 ILCS 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.)

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 Aurora
a Municipal Corporation

Attest:

By: _____
City Clerk

By: _____
Mayor

Printed or Typed Name

Printed or Typed Name

Date: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Beth McCluskey, Director
Office of Intermodal Project Implementation
Aeronautics

Date: _____

Erin Aleman, Director
Office of Planning/Programming

Matt Magalis, Chief Fiscal Officer

Date: _____

Date: _____

Philip C. Kaufmann
Chief Legal Counsel

Randall S. Blankenhorn
Secretary of Transportation

Date: _____

Date: _____

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to Subrecipients
for Federal Funding
Aurora Municipal Airport

Does this project receive Federal funds? Yes No

Amount of Federal funds: \$298,046.00

Federal Grant Number(s): 3-17-SBGP-139

Grant(s) Award Date: 7/14/17

Illinois Project Number: ARR-4522

Project Description: Electrical - Install New Airfield Lighting Control and Monitoring System (ALCMS) Including Removing Existing System

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 SINGLE AUDIT COMPLIANCE

NOTICE

- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does apply to for-profit public or private entities.
- If 2 CFR 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit 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, 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 Department 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 Department. It is the responsibility of the agencies 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.

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:

1. If your agency expended \$750,000 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 2 CFR Part 200 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.
2. If your agency expended less than \$750,000 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.
3. If your agency receives multiple awards from the Department, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
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:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. 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.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if 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 contact the Audit Coordination Section at 217/782-2310.

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 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit 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 Certification

I certify that _____ expended less than \$750,000 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. _____

Email address: _____

Fiscal Year End: _____

State Num: ARR-4522-0000 Program Year: 2017

Project Status Report

Exhibit 1

As of 24 May 2018 14:49

Page 1

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

Airport: AURORA MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Electrical - Install New Airfield Lighting Control and Monitoring System (ALCMS) Including Removing Existing System

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 - Hecker and Company, Inc. As-Bid	248,470.00	223,623.00	12,423.50	12,423.50	0.00	248,470.00
2	Eng. Design - Costs Incurred - City of Aurora* Design by CMT	36,300.00	32,670.00	1,815.00	1,815.00	0.00	36,300.00
3	Eng. Construction - Costs Incurred - City of Aurora* Const. Engrg by CMT	31,500.00	28,350.00	1,575.00	1,575.00	0.00	31,500.00
4	Administrative - Treas, St of IL Estimated 2%	5,844.00	5,844.00	0.00	0.00	0.00	5,844.00
5	Inter-fund transfer OUT - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
6	Inter-fund transfer IN - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ELIGIBLE COSTS		322,114.00	290,487.00	15,813.50	15,813.50	0.00	322,114.00
Reserves (+) / shortfalls (-)		8,399.00	7,559.00	419.50	420.50	0.00	8,399.00
TOTAL APPROVED FUNDING		330,513.00	298,046.00	16,233.00	16,234.00	0.00	330,513.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	As-Bid	330,513.00	298,046.00	16,233.00	16,234.00

State Num: ARR-4522-0000 Program Year: 2017

Project Status Report

Exhibit 1

As of 24 May 2018 14:49

Page 2

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

Airport: AURORA MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Electrical - Install New Airfield Lighting Control and Monitoring System (ALCMS) Including Removing Existing System

TOTAL APPROVED FUNDING	330,513.00	298,046.00	16,233.00	16,234.00
Program budget (for information only)	360,000.00	324,000.00	18,000.00	18,000.00



Illinois Department of Transportation

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

January 12, 2017

Ms. Beth Penesis
Airport Manager
Aurora Municipal Airport
44 East Downer Place
Aurora, Illinois 60507

Ms. Penesis,

This letter is to inform you of the **REVISED FFY-2017 Airport Improvement Program.**

As a result of discussions between the Illinois Department of Transportation (IDOT) Office of Planning and Programming, IDOT - Aeronautics, and the Aurora Municipal Airport the project "Airfield Pavement Rehabilitation – Phase 2 including General Aviation Apron and Taxiway Papa (from Runway 18/36 to Apron) is being removed from the FFY-2017 Airport Improvement Program and is being replaced with the project "Install Airfield Lighting Control and Monitoring System (ALCMS) Including Removing Existing System". See the project table below for the associated funding.

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 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 below, including any amounts which exceed the totals listed.

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.

The project "**Install Airfield Lighting Control and Monitoring System (ALCMS) Including Removing Existing System**" will be funded as follows:

FFY-2017 Non-Primary Entitlement Funds	\$148,500
FFY-2017 State Apportionment Funds	\$175,500
State Match	\$18,000
<u>Local Match</u>	<u>\$18,000</u>
Total Cost	\$360,000

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.

Ms. Beth Penesis
January 12, 2017
Page Three

Your Aeronautics Design Engineer is Alan Mlacnik, P.E. and he may be reached at 217-785-4884 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 me at 217-782-4118.

Sincerely,

A handwritten signature in black ink that reads "BJ Murray". The signature is written in a cursive style with a large, sweeping flourish at the end.

BJ Murray
Section Chief of Aviation Program Planning

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **Aurora**, Illinois, this 26th day of Feb. in the year 2013, by and between the **City of Aurora** (hereinafter referred to as the "Owner"), as Party of the First Part, and **Crawford, Murphy & Tilly, Inc.** (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the **Aurora Municipal Airport** located in Latitude 41° 46.26'N, Longitude 88° 28.37' W, in Kane County, State of Illinois; and

WHEREAS, the development program shall include, but not be limited to, projects described as:

- a. Rehabilitate ILS Runway 33
- b. Enhance RSA R33
- c. Runways 9/27 and 15/33 Rehabilitation including joint sealing and pavement marking
- d. Reconstruct and lengthen Runway 18/36
- e. Site work for airport maintenance and snow removal equipment (SRE)
- f. Design and construct new SRE
- g. Design and construct airfield lighting and signage
- h. Design and construct airport drainage and grading
- i. Design and construct terminal aprons, access taxiways and landside access
- j. Consultation of FAA requirements regarding airport development issues and grant assurances
- k. Install security perimeter fencing and access control
- l. Design and construct northeast quadrant access road and parking including site utilities
- m. Preparation of project preapplications/applications and Transportation Improvement Program (T.I.P.) sheets.

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.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

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 Aurora 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.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Aurora, Illinois,
this 20th th Day of February, 20 13.

ATTEST:

(SEAL)

City of Aurora, Illinois
(Party of the First Part)

F.E.I.N. _____
Federal Employee's Identification No.

BY Rachel Pruneda
Rachel Pruneda

City Clerk
Title

BY Tom Weisner
Tom Weisner

Mayor
Title

ATTEST:

(SEAL)

CRAWFORD, MURPHY & TILLY, INC.
(Party of the Second Part)

BY D. Kyle Peabody
D. Kyle Peabody, P.E.

Associate
Title

BY Brian R. Welker, P.E.
Brian R. Welker, P.E.

Vice President
Title

F.E.I.N. 37-0844662
Federal Employee's Identification No.

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 7-2% 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).

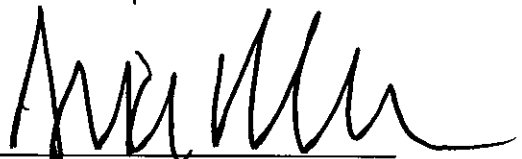
(Corporation)

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.

15th day of JANUARY, A.D., 2013

Corporate Seal

CRAWFORD, MURPHY & TILLY, INC.
Corporation

By: 
Brian R. Welker, P.E.

Vice President

CERTIFICATION OF ENGINEER

I hereby certify that I am the Regional Office Manager and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 600 North Commons Drive, Ste 107, Aurora, IL 60504 and 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

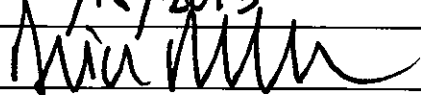
(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution of page 8 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: 1/15/2013
By: 

Brian R. Welker, P.E.
Vice President

ATTACHMENT A

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

Effective January 1, 2013

Classification	Hourly Rate
Administrative Assistant/Clerk	\$ 50
Technical Assistant	\$ 67
Technician	\$ 82
Senior Technician	\$ 102
Land Surveyor	\$ 112
Planner/Technical Manager	\$ 77
Engineer/Architect	\$ 97
Senior Planner	\$ 102
Senior Technical Manager	\$ 107
Senior Engineer/Architect	\$ 117
Project Engineer/Manager/Architect	\$ 137
Senior Project Engineer/Manager	\$ 167
Principal	\$ 172

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, 2014.

