

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **Aurora**, Illinois, this ____ day of _____ in the year 20____, 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 projects described as:

1. Acquire Snow Removal Equipment (SRE)
2. Rehabilitate Airfield Lighting Vault
3. NE Quad. Entrance Road and Parking Lot Phase 2 Area 2
4. Replace Airfield Signage, Windcones, Beacon. RWY 15 and RWY 27 REILs
5. Rehabilitate TXY A Connectors to East T-Hangars
6. Rehabilitate Snow Removal Equipment Building
7. Improve Runway Safety Area RWY 33 End Preliminary Phase
8. Rehabilitate Airfield Lighting RWY 9/27
9. Improve Runway Safety Area RWY 33 End
10. Airport Master Plan
11. Rehabilitate Apron Pavement Phase 1
12. Reconstruct and Widen RWY 9/27 Connectors
13. Airport Perimeter Road from Area 1 to Area 5
14. Rehabilitate Apron Pavement Phase 2
15. SW Quad. Apron and Taxiway Phase 1 (Area5)
16. SW Quad. Entrance Road and Parking Lot Phase 1 (Area 5)
17. Site work for Airport Maintenance and Snow Removal Equipment
18. Construct new Snow Removal Equipment Building
19. Consultation of FAA requirements regarding airport development issues and grant assurances
20. Preparation of pre-applications/applications and Transportation Improvement Program (TIP) 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 _____ day of _____, 20 ____.

ATTEST:

(SEAL)

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

F.E.I.N. _____ 36-6005778
Federal Employee's Identification No.

BY _____

Jennifer Stallings

City Clerk
Title

BY _____

Richard C. Irvin

Mayor
Title

ATTEST:

(SEAL)



BY _____

Daniel L. Pape, P.E.

Aviation Group Manager
Title

Crawford, Murphy & Tilly, Inc.
(Party of the Second Part)

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

BY _____

Brian R. Welker, P.E.

Sr. Vice President & COO
Title

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.

3rd day of March, A.D., 20 23

Crawford, Murphy & Tilly, Inc.
Corporation

Corporate Seal

By: 
Brian R. Welker, P.E.
Sr. Vice President & COO

CERTIFICATION OF ENGINEER

I hereby certify that I am the Senior Vice President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 550 North Commons Drive, Suite 116, 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: March 3, 2023

Crawford, Murphy & Tilly, Inc.

By: 

Brian R. Welker, P.E.
Sr. Vice President & COO

ATTACHMENT A

CRAWFORD, MURPHY & TILLY, INC. - SCHEDULE OF HOURLY CHARGES - JANUARY 1, 2023

Classification	Regular Rate
Principal	\$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 230
Sr. Structural Engineer II Sr. Architect II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 185
Technical Manager II Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 165
Environmental Scientist II Technician II	\$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost.

ATTACHMENT B

A copy of the Request for Qualifications from the Aurora Municipal Airport is included herein.

**City of Aurora
Request for Qualifications**

17-4923-13

Professional Services for the Aurora Municipal Airport

Intent: The City of Aurora (hereafter City) is seeking information from qualified consulting firms with the intent to award a multi-year retainer contract. Under the direction of City the successful consultant will be responsible for developing or planning and engineering, as well as the design of aviation related projects at the Aurora Municipal Airport. Additionally, the successful consulting firm will aid the City in construction management of projects.

Preliminary Scope of Work: The “planned projects” to be included in the retainer contact will include, but shall not be limited to, the following.

1. Acquire Snow Removal Equipment (SRE) \$400,000
2. Rehabilitate Airfield Lighting Vault \$1,573,000
3. NE Quad. Entrance Road and Parking Lot Phase 2 Area 2 \$3,900,000
4. Replace Airfield Signage, Windcones, Beacon. RWY 15 and RWY 27 REILs \$683,000
5. Rehabilitate TXY A Connectors to East T-Hangars \$975,000
6. Rehabilitate Snow Removal Equipment Building \$1,875,556
7. Improve Runway Safety Area RWY 33 End Preliminary Phase \$250,000
8. Rehabilitate Airfield Lighting RWY 9/27 \$2,185,000
9. Improve Runway Safety Area RWY 33 End \$7,375,000
10. Airport Master Plan \$700,000
11. Rehabilitate Apron Pavement Phase 1 \$750,000
12. Reconstruct and Widen RWY 9/27 Connectors \$2,250,000
13. Airport Perimeter Road from Area 1 to Area 5 \$1,426,250
14. Rehabilitate Apron Pavement Phase 2 \$837,500
15. SW Quad. Apron and Taxiway Phase 1 (Area5) \$3,875,000
16. SW Quad. Entrance Road and Prkg Lot Phase 1 (Area 5) \$2,275,000
17. Site work for Airport Maintenance and Snow Removal Equipment
18. Construct new Snow Removal Equipment Building
19. Consultation of FAA requirements regarding airport development issues and grant assurances
20. Preparation of pre-applications/applications and Transportation Improvement Program (TIP) sheets

*An agreement for the preliminary design, construction documents, construction and special services for each project will be entered into independently with the successful consultant at the appropriate time.

Contract Term: This contract shall be a five (5) year agreement and shall begin on the date of award. The City shall, however, retain the right to cancel and terminate the contract by giving a thirty (30) day notice in writing to the consultant. In the event of such cancellation, the consultant shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such or any further payment whatsoever.

Selection Process: The City is conducting an open engineering selection in accordance with the most recent addition of the FAA Advisory Circular AC 150/5100-14E and 5100.38D “Architectural, Engineering and Planning Consultant Services for Airport Grant Projects” and the Airport Improvement Program Handbook. All future projects must meet these guidelines wherever applicable. Eligible work must be performed and completed in such a manner as to be reimbursable from federal aid funds.

Respondents shall note that this is NOT a Request for Proposal but rather a Request for Qualifications (RFQ). Your submittal shall include actions which your firm may take to provide DBE participation. No elaborate special presentation brochures are expected or requested at this time. An evaluation of qualified firms will be undertaken following receipt of submittals. Interviews may be required during this process. It is the City’s desire to award one (1) consulting contract as a result of this RFQ however the City may choose to award multiple contracts as deemed in the City’s best interest.

Deliverables: All submittals shall include one (1) unbound original and one (1) CD or flash drive and shall include the following information:

1. Name, size, and description of firm.
2. Location of main office and office where work will be accomplished.
3. Qualifications and previous firm experience in airport development at similar airports in Illinois.
4. Resumes of key personnel assigned to the project.
5. Names, addresses, and telephone numbers of references associated with the previous work experience by your firm.
6. A listing of the Illinois airports worked on by your firm as the prime consultant during the last three (3) years.
7. Provide any additional comments you believe are relevant.
8. Illinois Department of Transportation (IDOT) prequalification for airport work is a requirement.
9. A letter from your insurance company outlining your current levels of coverage.

Questions: All questions concerning this RFQ shall be forwarded to Stephen K. Andras P.E., Airport Manager via email to andrass@aurora.il.us no later than February 17, 2023.

Due Date: Submittals shall be received at the address listed below no later than 1:00 p.m., Tuesday, February 21, 2023

Aurora Municipal Airport
43W636 US 30
Sugar Grove, IL 60554

Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

1. **That** it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. **That**, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. **That**, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. **That** it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. **That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contract agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. **That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. **That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of Aurora does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

STANDARD CONDITIONS

Note: For the purpose of this document, all reference to “proposal” shall be considered as in response to the “Request for Qualifications”.

Contract Documents: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the “Contract Documents”. For the purpose of this proposal, the word “City” shall refer to the City of Aurora and the word “Proposer” shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Submittal of Proposal: Proposals must be submitted to the attention of Stephen K. Andras, Acting Airport Manager, at the above address no later than 1:00 p.m., Tuesday, December 5, 2017. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposers should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date. Proposals shall be submitted in **sealed envelopes** carrying the following information: Proposer’s name, address, subject matter of proposal as indicated in the specification, and designated date and time of the proposal opening.

Withdrawal of Proposal: Proposers may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Proposers Qualifications: No award will be made to any Proposer who cannot satisfy the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City’s decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Proposers submittal shall include all requirements of the specification as found in the Contract Documents. The City will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Proposer.

Compliance with Laws: The Proposer shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Proposal Review: The City reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Proposer, or all items to a single Proposer unless otherwise noted in the specification. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Proposer for not meeting delivery dates, 4) a Proposer is not a responsible Proposer, and 5) what exceptions or deviations from the written specifications will be accepted.

General Supplemental Additional Conditions

Prevailing Wage: Not less than the Prevailing Rate of Wages as found by the Department of Labor and determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this contract. *Current standards are available on the Illinois Department of Labor Internet website at: www.state.il.us/agency/idol/.* (820 ILCS 130/11G) (Wages of employees on Public Works – Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39S-1 et seq.) Contractors are responsible for paying prevailing wage, when required, based on the most current IDOL standards, throughout the term of the contract.

Freedom of Information Act (FOIA): The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Proposer and shall be delivered to the City before final payment on the contract is issued.

Termination of Contract: The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies, or services similar to those so terminated.

The Proposer shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

Documentation: When the written specification requires the Proposer submit a written findings or analysis report with their proposal submittal, the Proposer shall provide the document to the City electronically as either a .PDF or .DOC file on compact disc (CD).

Hold Harmless Agreement (Contractual Liability)

The Proposer agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including and claims made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise. *(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.)

***Special Requirement:** If the Proposer is an architectural firm or engineering firm, said Proposer shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage.

Insurance: The Proposer will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Aurora

as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Worker's Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. **Insurance Rating** – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A:VII.
- F. A certificate of insurance is required as evidence of coverage, with the City of Aurora named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. Contractor will provide this information to the City in writing at least ten (10) days prior to beginning the Project.

Contractor waives any right of subrogation it may have or later acquire against the City.

The Proposer shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Proposer allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Proposer and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

City of Aurora
Request for Qualifications
17-4923-13
Professional Services for the Aurora Municipal Airport

Response Sheet

Note: the Respondent must complete all portions of this sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Respondent certifies that they are not barred from responding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all submittals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Responding Company Name: _____

☐ **Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.**

INDEMNIFICATION: The Respondent hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Respondent be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the City.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either the Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

_____ (Company Name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq.; and that

_____(Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635:

_____(Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Respondent's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

ATTACHMENT C

A copy of the AER 306 Airport Sponsor Consultant Selection Procurement Solicitation for Aurora Municipal Airport posted on IDOT Aeronautics' website is included herein.



**Airport Sponsor Consultant
Selection Procurement Solicitation**

[Print Form](#)

[Reset Form](#)



Procurement of professional architectural, engineering, and planning services for airport improvement program grant projects is covered by state and federal law (49 USC § 47107(a) (17) and 49 CFR § 18.36, as amended). Sponsors intending to utilize state and/or federal funds to pay for professional services are required to conduct a Qualifications-Based Selection (QBS) process when selecting an Architectural/Engineering (A/E) or planning consulting firm. FAA guidance (150/5100-14E and 5100.38D) allows for Sponsors to procure professional services to complete multiple, phased grant projects through a single consultant selection process. These firms may be retained for up to 5 years for their services.

The following Airport Owner/Sponsor is seeking interested firms to provide professional architectural, engineering and/or planning services for the development of the air navigation facility known as:

Airport Name		Owner/Sponsor (Airport Authority/Municipality/County/Park/Port Dist)	
Aurora Municipal Airport		Municipality	
Associated City		Contact Name	
Aurora		Steve Andras, P.E. Airport Manager	
Official Mailing Address		City	State Zip Code
43W636 US Route 30		Sugar Grove	60554
Phone	E-		
(630) 256-3120	andrass@aurora.il.us		

Scope of Services (**Provide specific, detailed project descriptions with estimated costs*** from the airport's 3-5 year program):
Rows will expand as needed.

*Example-Construct 500 ft.-long by 100 ft.-wide extension to Runway 19, including 25 ft.-wide shoulders, earthwork, drainage, edge lighting, vault modifications, NAVAID relocation and pavement marking. Estimated construction cost: \$2.5M

- 1.	Acquire Snow Removal Equipment (SRE) \$400,000	✓
- 2.	Rehabilitate Airfield Lighting Vault \$1,573,000	✓
- 3.	NE Quad. Entrance Road and Parking Lot Phase 2 Area 2 \$3,900,000	✓
- 4.	Replace Airfield Signage, Windcones, Beacon. RWY 15 and RWY 27 REILs \$683,000	✓
- 5.	Rehabilitate TXY A Connectors to East T-Hangars \$975,000	✓
- 6.	Rehabilitate Snow Removal Equipment Building \$1,875,556	✓
- 7.	Improve Runway Safety Area RWY 33 End Preliminary Phase \$250,000	✓
- 8.	Rehabilitate Airfield Lighting RWY 9/27 \$2,185,000	✓
- 9.	Improve Runway Safety Area RWY 33 End \$7,375,000	✓
- 10.	Airport Master Plan \$700,000	✓
- 11.	Rehabilitate Apron Pavement Phase 1 \$750,000	✓
- 12.	Reconstruct and Widen RWY 9/27 Connectors \$2,250,000	✓
- 13.	Airport Perimeter Road from Area 1 to Area 5 \$1,426,250	✓
- 14.	Rehabilitate Apron Pavement Phase 2 \$837,500	✓
- 15.	SW Quad. Apron and Taxiway Phase 1 (Area5) \$3,875,000	✓
- 16.	SW Quad. Entrance Road and Prkg Lot Phase 1 (Area 5) \$2,275,000	✓
- 17.		
- 18.		
Add		

Interested firms should have experience completing minor Airport Layout Plan update drawings and simple environmental clearances. A PREQUALIFICATION RATING FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION IS REQUIRED FOR CONSIDERATION.

It is anticipated that the professional services for the projects under consideration will be initiated within the 5-year retainer period. **Firms interested in being considered for the projects described in the above Scope of Services should contact the Owner/Sponsor for further information. The deadline to submit a Request for Qualifications package to the Owner/Sponsor is 02/21/23.**