## STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

# Authorized for use by The Illinois Department of Transportation Division of Aeronautics Effective: June 2012

Preliminary Assessment and Schematic Design	Construction Phase Services	
X Design Phase Services	Planning and Special Services	
THIS AGREEMENT, made at <u>Aurora</u> , Illinois, th	his day of in the	,
year 20by and between theCity of Aur	rora (hereinafter referred to as the	
"Sponsor"), and Crawford, Murphy & Tilly, Inc.	(hereinafter referred to	0
as the "Consultant"). This Agreement expires 5 years from t	the date of execution.	
WITNESSET	тн	
The Sponsor intends to undertake the accomplishment of		
public air navigation facility known as theAu		
in Kane County, state of III		
Illinois Project No. <u>ARR-4522</u> ; S.B.G. P		_
is the detailed project title and description from the Illin	8	
Planning and Programming (OP&P) program letter which s	하면 사람들은 전에 가는 아이라면 보다. 이 아이는 아이는 생각 전혀 보는 것이 되었다. 그 아이라면 이 전에 가는 것이 되었다. 그는 것이 되었다. 그런 것이 되었다는 것이 없는 것이 없었다. 전 1988년 - 1987년 - 1987년 - 1987년 - 1887년 - 1888년 - 1888년 - 1888년 - 1988년 - 1988년 - 1988년 - 1988년 - 1888년 - 1888	ne
project (attach supplemental information as necessary in Se		
Install Airfield Lighting Control and Monitori	ing System (ALCMS) Including Removin	1g
Existing System		_
		_
		_
A detailed sketch of the proposed work, labeled ATTACHMI	IENT P, shall be attached.	
In consideration of the benefits which will accrue to the par	rties hereto by virtue of the Agreement and th	ne
respective covenants herein contained, IT IS MUTUALLY C	COVENANTED AND AGREED as follows:	
The Consultant agrees to furnish executed "Certificat	ation of Engineer" and certain profession	al
engineering services enumerated herein-after, in connectio	on with the implementation and development	of
the aforesaid project.		

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

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

#### I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

## A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN - NOT INCLUDED THIS AGREEMENT

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

#### **B. DESIGN PHASE SERVICES**

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less

than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

#### 1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

#### 2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

#### 3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

#### C. CONSTRUCTION PHASE SERVICES - NOT INCLUDED THIS AGREEMENT

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

#### 1. OFFICE ENGINEERING

#### a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

#### b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

#### c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

#### d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval.

Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

#### 2. FIELD ENGINEERING

#### a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

#### b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

#### c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's Airport Construction Documentation Manual.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

#### d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

#### e. SAFEGUARD THE SPONSOR.

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

#### OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys. sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

#### g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

#### D. PLANNING AND SPECIAL SERVICES - Not included this Agreement

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

#### E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

#### F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

- Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
- 2. DBE participation goal and breakout of DBE work.
- 3. QA verification of ELM Engineers Estimate for Schedule of Prices.
- Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
- 5. One set of final construction plans (half-size) and special provisions sealed by the Consultant and executed by the Sponsor.
- One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
- 7. Original executed Consultant Project Certification (ATTACHMENT N).
- 8. Executed DBE Final Documentation (ATTACHMENT O).
- 9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

#### G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, preconstruction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

#### H. DETAILED SCOPE OF SERVICES (Attach / insert here).

Install Airfield Lighting Control and Monitoring System (ALCMS) including Removing
Existing System, vault computer for user interface to ALCMS, modification of the current vault
equipment for incorporation to new ALCMS, replace communication cable between airfield
vault and FAA air traffic control tower, replace control tower interface for new ALCMS and
Existing System, vault computer for user interface to ALCMS, modification of the current vequipment for incorporation to new ALCMS, replace communication cable between airf

#### II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A.	For	ELIMINARY ASSESSMENT AND SCHEMATIC DESIGN services outlined in Section I.A., Preliminary Assessment and Schematic Design, and her detailed in Section I.H., Detailed Scope of Services,
	1.	a lump sum payment of \$\frac{n/a}{(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.
B.	For	SIGN PHASE SERVICES services outlined in Section I.B., Design Phase Services, and further detailed in Section, Detailed Scope of Services,
	1.	a cost plus a fixed payment of \$4,500.00
		total amount not to exceed \$
	2.	a lump sum payment of \$
C.	For	NSTRUCTION PHASE SERVICES services outlined in Section I.C., Construction Phase Services, and further detailed in the tion I.H, Detailed Scope of Services,
	1.	a cost plus a fixed payment of \$
		total amount not to exceed \$ unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per

Section III.M., Amendments to the Agreement. The payment of this fee shall be made in

monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

#### D. PLANNING AND SPECIAL SERVICES

1. a cost plus a fixed payment of \$

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

n/a

		D. K. J. Marker J. S. J. Co.	
	total amount not to exceed \$	n/a	unless
	a major change or addition to the so extensions of time are necessary amendments shall be documented under this Agreement. All amendments Section III.M., Amendments to the monthly installments submitted to the Special Services Phase shall	cope of work is required y for completion of the pro- with effort recorded separate ment requests must be supp Agreement. The payment of and approved by the Sponso	by the Department or oject. All justification for from the hours approved orted by justification per this fee shall be made in or. The final charges for
2	notification from the Consultant of days after official notification from the construction projects unless extend a lump sum payment of \$	the acceptance of the constr om the Department of acc ed by the Department.	ruction work or within 45 ceptance of other non-
۷.	a major change or addition to the extensions of time are necessary amendments shall be documented under this Agreement. All amendments to the when the deliverables are approved.	e scope of work is required y for completion of the pro- with effort recorded separate ment requests must be supp- e Agreement. The fee shall	d by the Department or bject. All justification for from the hours approved orted by justification per be paid as a lump sum

#### III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

#### A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) 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 Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

- If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
- 3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

#### **B. CHANGE IN CONSTRUCTION PLANS**

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

#### C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breeches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

#### D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, 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 Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

#### E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

#### F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

#### G. SUBLET AGREEMENT

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.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

#### H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

#### I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant 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.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

Compliance with Regulations. The Consultant shall comply with the Regulations relative
to nondiscrimination in federally assisted programs of the Department of Transportation
(hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be
amended from time to time, (hereinafter referred to as the Regulations), which are herein
incorporated by reference and made a part of this contract.

- 2. <u>Nondiscrimination</u>. The Consultant, 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 subconsultants, including procurements of materials and leases of equipment. The Consultant 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. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports.</u> The Consultant 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 sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

 Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged 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 DBE requirements of 49 CFR Part 23 applies to this agreement. 2. <u>DBE Obligation</u>. The Consultant agrees to ensure that disadvantaged 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 Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

#### J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38) (Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, 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; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General 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 the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

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

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

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

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

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

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

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

#### L. THE CONSULTANT SELECTION

강경이 가장 보다 있다면 하면 보면 되었다면 하는 것이 없어서 하는 것 같아요	DOT-Aeronautics Admin				
The	City of Aurora	hereby ce	ertifies that it		
	(Sponsor)				
has completed t	the prescribed qualification	ons based con	sultant selec	tion procedures.	
The firm of (	Crawford, Murphy 8	& Tilly, Inc.	) of (_	Springfield, IL	) has
	(Consult	ant)		(Location)	-80
been selected to	provide the engineering	g services requ	ired for the p	project on:	
			Feb	ruary 26, 2013	
				(Date)	

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

#### M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

- 1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- 2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.

3.	The undersigned determine that and is authorized by law.	this change is in the best interest of the state of Illinois
	Date	Sign Name
		Print Name
		Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

#### N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the _	Vice	President	(title) and duly
authorized representative of t	he firm	Crawford, Murphy & Tilly, Inc.	_1
	3237 3357	on Street, Springfield, IL 62702	
and that neither I nor the above	ve firm I here	represent has:	

- 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 Agreement,
- 2. 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 Agreement, or
- 3. 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:

 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.

	2.	it has not been barred from contracting with a upof a violation of the Criminal Code of 1961.	unit of state or local government as a result
		I acknowledge that this certification is to Administration of the United States' Department contract involving participation of Airport Im- subject to applicable state and Federal laws, both	nt of Transportation in connection with this provement Program (AP) funds and is
		6/15/2017 Date	Sign Name
			Brian R. Welker, P.E. Print Name
			Vice President, Aviation Group Manager Title
Ο.	FE	DERAL TAXPAYER IDENTIFICATION NUMBE	R
	The	e following statement is made under penalty of p	erjury:
	"Th	ne Firm's correct Federal Taxpayer Identification am) (This firm is) doing business as a (please c	Number is37-0844662 heck one):
	_	Individual Partnership	X Corporation
P.		SADVANTAGED BUSINESS ENTERPRISE (DE eference: 49 CFR Part 26)	E) PARTICIPATION
	the Cor adr req	ntract Assurance (§26.13) - The Consultant of basis of race, color, national origin, or sex insultant shall carry out applicable requirement ministration of DOT assisted contracts. Failur uirements is a material breach of this contract, intract or such other remedy, as the recipient deep	in the performance of this contract. The its of 49 CFR Part 26 in the award and e by the Consultant to carry out these which may result in the termination of this
	In k	seeping with the DBE plan adopted by the Spons	sor, the Consultant shall take all necessary

and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <a href="http://www.dot.il.gov/ucp/ucp.html#DBE">http://www.dot.il.gov/ucp/ucp.html#DBE</a> Directory. The percent of work is computed based on the individual subconsultant's work effort in each category

	Subcontract Amount (\$):none an	ticipated	
	Prequalification Category	% of Work	DBE Certification
		2	
	If more than one subconsultant is being	used, attach additi	onal sheets.
	NOTE: All final payment requests shall Documentation or the complete		
Q.	DISCRIMINATION (Reference: 49 CFR Part 21; FAA AC 1 (Executive Order 11246 of September 2)		
	The Consultant agrees not to commit further agrees to take affirmative a committed.		
R.	DUES/FEES TO CLUBS WHICH DISC (775 ILCS 25/2 Source: P.A. 85-909)	RIMINATE	
	The Consultant of the business entity of services to the State of Illinois because agent or subsidizes or otherwise reimborulub which unlawfully discriminates.	it pays dues or fee	s on behalf of its employees or
S.	CONFLICT OF INTEREST (Public Act 90-0572 Section 50-13)		
	The Consultant agrees to comply will conflict of interest and all the terms, contract and are made a part of this coincluded herein.	onditions and provis	ions of those Sections apply to this
т.	FELONY CONVICTION (Public Act 90-5072 Section 50-10)		
	The Consultant certifies that if he/she at least five years has passed since the		
U.	ILLINOIS HUMAN RIGHTS NUMBER		
	The Consultant must have an Illinois I or have an application on file with the lof Illinois Center, Suite 10-100, 100	Illinois Department	of Human Rights office at the State

(#IDHR PC-1/IL 442-0010). IDHR # 01876-00-4

Department of Human Rights form).

#### V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

#### W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

 The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:

#### a. Publish a statement:

- Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
- Specifying the actions that will be taken against employees for violations of such prohibition.
- iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
  - 1) abide by the terms of the statement; and
  - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- b. Establish a drug free awareness program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the Consultant policy of maintaining a drug free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. the penalties that may be imposed upon employees for drug violations.
- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

#### X. CAPACITY TO CONTRACT

(Public Act 90-0572)

<u>The Consultant certifies that the Corporation's certificate</u> of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

#### CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 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 the Act.

#### (Corporation)

The undersigned, being a duly elected Vice Preside	ent and Sr. Vice President of
Crawford, Murphy & Tilly, Inc. that they have read Public Act 90-0572 Section records of the corporation and that no person who is 7 1/2% of the total distributable income of the corminor child more than 15% of the total distributate elected State official, a member of the General Assemployee; (ii) an officer or employee of the Illinois Building Authority; or (iii) a spouse or a minor child of	s entitled to receive individually more than poration, or together with their spouse or able income of the corporation, is (i) an embly, an appointed State officer, a State is Toll Highway Authority or of the Illinois
BY day of June, AD, 2017 BY	Corporation
Printed Name & Title  ANICL L. PAPIS HE. ASSOCIATION	Brian R. Welker, P.E. Vice President Printed Name & Title

#### **CERTIFICATION OF CAPACITY TO CONTRACT**

Public Act 90-0572 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 the Act.

#### (Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one	of the partner	rs/members/associates/(other) of
N/A		
hereby certify on behalf of themselves individually Section 50-13 and that (i) they are not an Assembly, an appointed State officer, a State Toll Highway Authority or of the Illinois Build such enumerated person; or (ii) that they are not entitled to receive individually more than partnership/firm/association, or together with the total distributable income of the partnership	elected State e employee; a ing Authority; e such an en n 7 1/2% of the their spouse	official, a member of the General an officer or employee of the Illinois nor a spouse or minor child of any numerated person but that they are the total distributable income of the or a minor child more than 15% of
day of	, AD,	20
BY	ВҮ	<del> </del>
Printed Name & Title		Printed Name & Title
d/b/a		
(Name)		

#### **CERTIFICATION OF CAPACITY TO CONTRACT**

Public Act 90-0572 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 the Act.

(Individual Consultants	3)
-------------------------	----

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.	Ι,	N/A				
am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.				1		
Printed Name & Title	am not an officer, a St Authority or	elected State officate employee; (ii) of the Illinois Build	cial, a member that I am not a ding Authority;	of the General A n officer or employ and (iii) that I am no	ssembly, an appoint ee of the Illinois Toll	ed State Highway
Printed Name & Title	day of_	,	AD, 20			
d/b/a	BY	<i>3</i> -20-				
	<u> </u>	Printed Name & T	Title			
	d/b/a	(Nama)	=2)			

#### Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

#### AA. NON-APPROPRIATION CLAUSE

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 payment of this Agreement.

#### **BB.DEBT CERTIFICATION**

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of *any* debt to

#### CC.GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

#### DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

### EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **GG. TRADE RESTRICTION CLAUSE**

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### HH.BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, <u>Uniform Administrative Requirements for Grants and Cooperative Agreements</u>. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Aurora \_\_\_,Illinois, this 20 (city) (date) (year) ATTEST: (SEAL) City of Aurora (Sponsor Name) (Federal Employee's Identification Number) BY BY Printed Name & Title Printed Name & Title CRAWFO DE SANTONINION AND SANT ATTEST: (SEAL) Crawford, Murphy & Tilly, Inc. (Consultant Name) (Federal #m entification Number) BY BY Brian R. Welker, P.E. Vice President Bernard D. Held, P.E., Sr. Vice President Printed Name & Title Printed Name & Title VANIEZ L. PAPE, HE., ASSOCIATE

#### LIST OF ATTACHMENTS

ATTACHMENT A / A1 - PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE

**SERVICES** 

ESTIMATE OF COSTS / SALARY EXPENSES

ATTACHMENT B / B1 - DESIGN PHASE SERVICES

ESTIMATE OF COSTS / SALARY EXPENSES

ATTACHMENT C / C1 - CONSTRUCTION PHASE SERVICES

**ESTIMATE OF COSTS / SALARY EXPENSES** 

ATTACHMENT D / D1 - PLANNING AND SPECIAL SERVICES

ESTIMATE OF COSTS / SALARY EXPENSES

<u>ATTACHMENT E</u> – ENGINEERING REPORT (General Guidance)

<u>ATTACHMENT F</u> – RESIDENT ENGINEER'S DIARY (Standard Format)

ATTACHMENT G - COST PLUS FIXED PAYMENT INVOICE (Standard Format)

<u>ATTACHMENT H</u> – LUMP SUM INVOICE (Standard Format)

<u>ATTACHMENT I</u> – EFFORT DETAIL BREAKDOWN (Standard Format)

<u>ATTACHMENT J</u> – TESTING SCHEDULE

ATTACHMENT K - TESTING RATES & COST SUMMARY

ATTACHMENT L - SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS

ATTACHMENT M - SUMMARY OF OVERHEAD AND INDIRECT COSTS

ATTACHMENT N - PROJECT CERTIFICATION

ATTACHMENT O - DBE FINAL DOCUMENTATION

<u>ATTACHMENT P</u> – PROJECT SKETCH

ATTACHMENT Q - PROJECT LETTING SCHEDULE

ATTACHMENT R – OP&P PROGRAM LETTER

ATTACHMENT S - CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE

AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER

ATTACHMENT T - CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE

**CONSTRUCTION COSTS** 

ATTACHMENT U - RETAINER AGREEMENT

#### **ATTACHMENT A**

#### PRELIMINARY DESIGN PHASE SERVICES - NOT INCLUDED WITHIN THIS AGREEMENT

#### **ESTIMATE OF COSTS**

	<u>Category</u>	Amount (\$)	
1.	Direct Salary Costs		(ATTACHMENT A-1)
2.	Labor and General and Administrative Overhead <sup>1</sup>	<del> </del>	
3.	Direct Nonsalary Expenses		
	Lodging <sup>2,3</sup>		
	Meals/Per Diem <sup>2,3</sup>		
	Transportation <sup>2</sup>		
	Materials & Supplies		
	Printing		
	CADD time <sup>4</sup>		
	Other Costs (excluding outside services)		
4.	Fixed Payment <sup>5</sup>	dimension is	
5.	Outside Services		
	Cost Plus Fixed Payment Total Amount Not to Exceed	\$	
Es	timated Number of Calendar Days:		
Es	timated Days of On-Site Resident Engineer Services:		

#### NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

#### **ATTACHMENT A-1**

#### PRELIMINARY PHASE SERVICES - NOT INCLUDED WITHIN THIS AGREEMENT

#### **ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	·		
Vice Principal	1 <del>7</del>		1600
Project Manager		*	
Senior Project Engineer		<del></del>	
Senior Project Architect	:		
Project Engineer	<u> </u>		
Resident Engineer			
Senior Engineer			
Senior Architect			-
Engineer			
Planner			
Registered Land Surveyor	SN		
Land Surveyor	-		
Senior Engineering Technician			
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical			
3)			
Total		<u> </u>	\$
	(hours)	(average)	(total direct salary costs) (ATTACHMENT C)

\*Classifications may be adjusted as per Consultant's work force.

#### **Aurora Municipal Airport**

## Install Airfield Lighting Control and Monitoring System (ALCMS) Attachment B

## Design Phase ESTIMATE OF COSTS

	CATEGORY			AMOUNT
1	Direct Salary Costs			\$11,617.55
2	Labor and General and Administrative Overhead <sup>1</sup>	58.18%		\$6,759.09
3	Direct Nonsalary Expenses	105.91%	•	\$12,304.15
	Lodging <sup>2,3</sup>		\$	-
	Meals/Per Diem <sup>2,3</sup>		\$	-
	Transportation <sup>2</sup>		\$	70.20
	Materials & Supplies		\$	-
	Printing		\$	132.50
	CADD time <sup>4</sup>		\$	-
	Other Costs (Excluding outside Services)		\$	126.00
4	Fixed Payment <sup>5</sup>		r	\$4,500.00
5	Outside Services/Subconsultants			\$0.00
	none anticipated		,	
	Cost Plus Fixed Payment Total Amount Not to Exceed		•	\$35,509.49
9		Use =	=	\$35,500.00

#### **Estimated Construction Cost**

Federal/State/Local

\$300,000

#### NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

#### ATTACHMENT B-1

## DESIGN PHASE ESTIMATE OF SALARY EXPENSE

	TIME REQUIRED	HOURLY	SALARY
CLASSIFICATION	(HOURS)	WAGE	EXPENSE
PRINCIPAL	0	\$70.00	\$0.00
SENIOR PROJECT ENGINEER	82	\$58.97	\$4,835.54
PROJECT ENGINEER	18	\$47.57	\$856.26
SENIOR ENGINEER	10	\$37.51	\$375.10
ENGINEER	144	\$29.10	\$4,190.40
REGISTERED LAND SURVEYOR	0	\$40.79	\$0.00
SENIOR TECHNICIAN	35	\$35.67	\$1,248.45
ENGINEERING TECHNICIAN	0	\$27.43	\$0.00
CLERK/WORD PROCESSOR	5	\$22.36	\$111.80
		AVERAGE	3,000
TOTAL	294	\$39.52	\$11,617.55

<sup>\*</sup>Classifications may be adjusted as per Consultant's work force.

#### **Aurora Municipal Airport**

Install Airfield Lighting Control and Monitoring System (ALCMS)

#### Attachment B-2

Design Phase

Cost Estimate of Consultant Services (By Task)

⊟ement of Work	Hours	Avg. Hourly Rate	Total Direct	% of Total	Principal	Sr. Proj Eng	Proj Eng	Sr. Eng	Eng	RLS	Sr. Eng Tech	Eng Tech	Clerk/ Typist
Design Phase (Per Section I.B. of Agreement)	Californ		Section	TO PROPERTY.	86.1	127.5	12 JF 37	5.52	14.5	100			1
1000 Prel. Design Phase Development	103	\$40.79	\$4,200.92	36.16%	0	29	10	8	43		13		0
1010 Prelim. Design conference(s) & Mtgs. With Airport, IDA and FAA incl. Prep. And Follow-up	10	\$52.13	\$521.30	4.49%	0	4	6	0	0	0	0	0	0
1020 Field Investigations/Verify Existing Conditions	12	\$44.04	\$528.42	4.55%	0	6	0	0	6	0	0	0	0
1030 CATEX documentation and submittal	14	\$34.02	\$476.33	4.10%	0	0	1	6	7	0	0	0	0
1030 Design Report Doc. Develop./Report Writing - Per Agreement Attach. E	52	\$39.36	\$2,046.66	17.62%	0	15	0	0	24	0	13	0	0
1031 Confirm Existing Conditions in Vault and ATCT	11	\$35.73	\$392.98	3.38%	0	2	0	0	7	0	2	0	0
1032 Develop Preliminary System Requirements	12	\$39.06	\$468.68	4.03%	0	4	0	0	8	0	0	0	0
1033 Electrical System Design/FAA Requirement Compliance	11	\$39.96	\$439.58	3.78%	0	4	0	0	7	0	0	0	0
1034 Site Plan and Fiber Cabling Routing	4	\$32.39	\$129.54	1.12%	0	0	0	0	2	0	2	0	0
1035 Design Report Narrative (misc. items)	14	\$43.99	\$615.88	5.30%	0	5	0	0	0	0	9	0	0
1040 Prel. Opinion of Probable Cost, Quantity Comps/Evaluation and Funding Review/Project Schedule Review	11	\$37.74	\$415.13	3.57%	0	2	1	2	6	0	0	0	0
1050 Agency Coord./Periodic Progress and Review Meeting (Items to Resolve and Prep/Follow-up)	2	\$53.27	\$106.54	0.92%	0	1	1	0	0	0	0	0	0
1060 Review of 35% Design Report with IDA/FAA and Comment Resolution from Agency 35% Review	2	\$53.27	\$106.54	0.92%	0	1	1	0	0	0	0	0	0
2000 Plan and Document Development - Detailed Design (35% to 80% Level)	132	\$36.99	\$ 4,882.77	42.03%	0	30	4	*	79	0	15	·*	
2010 Cover/Summary of Quantities/General Items	9	\$39.25	\$353.25	3.04%	0	2	1	0	4	0	2	0	0
2011 Site Plan and Fiber Cable Layout	8	\$38.21	\$305.68	2.63%	0	2	0	0	4	0	2	0	0
2012 Sequence of Construction/Phasing Plan and General Notes/Details	9	\$33.88	\$304.91	2.62%	0	1	0	0	6	0	2	0	0
2013 ALCMS Block Diagram	13	\$37.00	\$481.05	4.14%	0	3	0	0	8	0	2	0	0
2014 Electrical System Design	11	\$41.16	\$452.72	3.90%	0	4	0	0	5	0	2	0	0
2015 Airfield Lighting Vault Plan and Details	18	\$36.47	\$656.42	5.65%	0	4	0	0	12	0	2	0	0
2016 ATCT Plan and Details	13	\$37.00	\$481.05	4.14%	0	3	0	0	8	0	2	0	0
2017 Electrical Details	6	\$45.13	\$270.78	2.33%	0	3	0	0	2	0	1	0	0
2020 Development of Technical Specifications (Using IDA Standard Spec. as the Base)	27	\$33.21	\$896.69	7.72%	0	4	1	0	18	0	0	0	4
2030 Quantity Computations, Development of Opinion of Prob. Cost and Estimate of Contract Time	16	\$35.86	\$573.68	4.94%	0	3	1	0	12	0	0	0	0
2040 Periodic Progress and Review Meeting (Items to Resolve and Prep/Follow-up)	2	\$53.27	\$106.54	0.92%	0	1	1	0	0	0	0	0	0
3000 Plan and Document Development - Final Design (80% - 100%)	35	\$40.81	\$1,428.35	12.29%	0	11	1	2	14	0	7	0	0
3010 Review of 80% Design Documents with IDA/FAA	2	\$48.24	\$96.48	0.83%	0	1	0	1	0	0	0	0	0
3012 Comment Resolution From Agency 80% Review	2	\$48.24	\$96.48	0.83%	0	1	0	1	0	0	0	0	0
3020 Development of Issued for Bid Set of Plans	21	\$38.09	\$799.87	6.89%	0	5	0	0	10	0	6	0	0
3021 Cover/Summary of Quantities/General Items	2	\$44.04	\$88.07 \$152.84	0.76% 1.32%	0	1	0	0	1	0	0	0	0
3022 Site Plan and Fiber Cable Layout 3023 Sequence of Construction/Phasing	4 2	\$38.21 \$32.39	\$64.77	0.56%	0	0	0	0	1	0	1	0	0
Plan and General Notes/Details			37.50M.C.	1970.5.7.63			37.				,		"
3024 ALCMS Block Diagram	2	\$32.39	\$64.77	0.56%	0	0	0	0	1	0	1	0	0
3025 Electrical System Design	4		\$152.84	1.32%	-	1	0	0	2	0	1	0	0
3026 Airfield Lighting Vault Plan and Details	3	\$41.25	\$123.74	1.07%	0	1	0	0	1	0	1	0	0
3027 ATCT Plan and Details	3	\$41.25 \$29.10	\$123.74 \$29.10	1.07% 0.25%	0	0	0	0	1	0	1	0	0
3028 Electrical Details 3030 Update to Technical Specifications based on Comment	4	\$44.04	\$176.14	1.52%	$\overline{}$	2	0	0	2	0	0	0	0
Resolution - Prepare Issued for Bid Specs.													
3040 Update to Quantity Computations, Final Opinion of Prob. Cost and Estimate of Contract Time	4	\$38.21	\$152.84	1.32%	0	1	0	0	2	0	1	0	0
3050 Periodic Progress and Review Meeting (Issue Review and Prep/Follow-up)	2	\$53.27	\$106.54	0.92%	0	1	1	0	0	0	0	0	0
4000 General Overall Project Related Tasks	24	\$46.06	\$ 1,105.51	9.52%	0	12	3	0	8	0	0	0	1
4010 Quality Control and Constructability Review	5		\$283.45	2.44%	0	4	1	0	0	0	0	0	0
4020 Project Management and Coord. of Design Team	5		\$283.45	2.44%	0	4	1	0	0	0	0	0	0
4030 Miscellaneous bidding Phase; addenda; respond to questions during bidding; analysis of bids	14	\$38.47	\$538.61	4.64%	0	4	1	0	8	0	0	0	1
Totals	294	\$39.52	\$11,617.55	100.00%	0	82	. 18	10	144	0	35	0	

### **Aurora Municipal Airport**

## Install Airfield Lighting Control and Monitoring System Attachment B-3

Design Phase Estimated Cost Breakdown Items 4, 5, 6 & 7

Itom	Latinated Cost Breakdown Items 4, 5, 6 & 7							
Item 4	MATERIALS AND SUPPLIES Surveying Supplies (paint, lathe, stakes, et Drafting Media Misc. Equipment and Direct Project Supplie Sub-Total					\$ \$	-	\$ •
5	TRAVEL Travel Reimbursement	130	miles@	\$	0.54	\$	70.20	
	Other Subsistence Sub-Total					\$	-	\$ 70.20
	Lodging (Not in Fixed Fee comp.)	0 (	days @	\$	100.00	\$	-	\$ •
6	PRINTING Full Size Prints (15 sheets - 10 sets) Photo-copies Sub-Total		sheets@ sheets@	\$	0.75 0.04	\$	112.50 20.00	\$ 132.50
7	OTHER COSTS (EXCLUDING OUTSIDE S Photos/Developing Direct Project Shipping Expense Unassigned Misc Project Direct Expense	6 t	imes @	\$	21.00	\$ \$ \$	126.00	
	Sub-Total							\$ 126.00
								\$ 328.70

#### **ATTACHMENT C**

#### CONSTRUCTION PHASE SERVICES - NOT INCLUDED WITHIN THIS AGREEMENT

#### **ESTIMATE OF COSTS**

	Category	Amount (\$)	
1.	Direct Salary Costs		(ATTACHMENT C-1)
2.	Labor and General and Administrative Overhead <sup>1</sup>	****	
3.	Direct Nonsalary Expenses		
	Lodging <sup>2,3</sup>		
	Meals/Per Diem <sup>2,3</sup>	x 0	
	Transportation <sup>2</sup>		
	Materials & Supplies		
	Printing		
	CADD time <sup>4</sup>		
	Other Costs (excluding outside services)	Admirate a second and	
4.	Fixed Payment <sup>5</sup>		
5.	Outside Services	<u>,</u>	
	Cost Plus Fixed Payment Total Amount Not to Exceed	\$	
Es	timated Number of Calendar Days:	-	
Es	timated Days of On-Site Resident Engineer Services: _		
N	OTES:  6/ A letter from IDOT with approval or provisional payro expense rates must be attached (ATTACHMENT S)	oll burden / fringe and gene for verification of rates.	eral / administrative

- - 7/ Current approved rates established by State of Illinois Governors Travel Control Board.
  - 8/ Shall not be used in calculation of fixed payment amount.
  - 9/ Maximum CADD rate shall be \$15.00/hour.
  - Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + 10/ Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

#### **ATTACHMENT C-1**

#### CONSTRUCTION PHASE SERVICES - NOT INCLUDED WITHIN THIS AGREEMENT

#### **ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			·
Vice Principal		:	
Project Manager	:	: <u> </u>	
Senior Project Engineer		3 <del></del>	
Senior Project Architect	-	-	
Project Engineer			
Resident Engineer			
Senior Engineer		No.	
Senior Architect	<del></del>		
Engineer	· · · · · · · · · · · · · · · · · · ·	-	No.
Planner		and the same of th	
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician			
Engineering Technician	· · · · · · · · · · · · · · · · · · ·	-	
Engineering Assistant			-
CADD/Draftsman/Technician	·		
Clerical			-
237			· · · · · · · · · · · · · · · · · · ·
Total			\$
	(hours)	(average)	(total direct salary costs) (ATTACHMENT C)

\*Classifications may be adjusted as per Consultant's work force.

#### ATTACHMENT D

#### PLANNING AND SPECIAL SERVICES - NOT INCLUDED WITHIN THIS AGREEMENT

#### **ESTIMATE OF COSTS**

	Category	Amount (\$)	
1.	Direct Salary Costs		(ATTACHMENT D-1)
2.	Labor and General and Administrative Overhead <sup>1</sup>		
3.	Direct Nonsalary Expenses		
	Lodging <sup>2,3</sup>		
	Meals/Per Diem <sup>2,3</sup>		
	Transportation <sup>2</sup>	· ·	
	Materials & Supplies	A 28 011M 3 0100.5	
	Printing	-	
	CADD time <sup>4</sup>		
	Other Costs (excluding outside services)	164	
4.	Fixed Payment <sup>5</sup>		
5.	Outside Services		
	Cost Plus Fixed Payment Total Amount Not to Exceed OR	\$	
	Lump Sum Total Amount Not to Exceed		

#### NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

#### **ATTACHMENT D-1**

#### PLANNING AND SPECIAL SERVICES - NOT INCLUDED WITHIN THIS AGREEMENT

#### **ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	-		
Vice Principal			
Project Manager		_	
Senior Project Engineer			
Senior Project Architect	H		
Project Engineer			<del>, , , , , , , , , , , , , , , , , , , </del>
Project Architect			<del></del>
Senior Engineer			
Senior Architect			
Engineer			
Planner			
Registered Land Surveyor		-	
Land Surveyor			<del> </del>
Senior Engineering Technician			
Engineering Technician			
Engineering Assistant	8 <del>. 342</del>		
CADD/Draftsman/Technician	3 <del>5.</del>		
Clerical			-
		<u> </u>	
Total			\$
	(hours)	(average)	(total direct salary costs) (ATTACHMENT D)

\*Classifications may be adjusted as per Consultant's work force.

#### **ATTACHMENT E**

#### **ENGINEERING REPORT (General Guidance)**

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, <u>prior to starting Plans and Specifications</u>. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

- 1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
- Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
- Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
- Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
- 5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
- 6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
- Explanation of drainage design criteria including explanation of drainage districts data iNPUT and off-site drainage impact on design. Include drainage calculations and modeling.
- 8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
- Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
- Approach conditions which will result from proposed work and comparison with FAA criteria.
- Analysis of potential RSA determination (if applicable).
- Development of PCN for runway strengthening and rehabilitation projects.
- Description of non-AIP work and quantity separation from AIP eligible items.
- Identify work to be done by others such as utility companies and airports sponsor forces.
- The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
- A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
- A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

#### **ATTACHMENT F**



# Resident Engineer's Diary

Airport:			Date:
Contractor:		IL Project No.:	AIP Project
Temperature	F Wind:	Weather Conditions:	
Controlling Item:			
Contractor:			
		9	
		77. 78. 18A-18A-	
	ocation:		
		1100	
			334
Instructions to Contract	ctor / Unusual Events		
Verbal Approvals (office	cial & item):	*********	
Additional Work (chan	ge order, etc.):		400
Materials Deliveries (ma	terial, quantity, qualit	y) / Testing (test, location,	corrective action):
041			
Otner:			
Calendar Days:			
·			
0.1	- II		
Submitted	Firm	1:	Date:

#### ATTACHMENT G

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

To:	ation	Address:	No.:	ı []F		
Attn:	_, Section Chief					
Airport:	Program Letter or Spons	Federal Prosor Authoriza	oject No	•		IL
Services (Check only those set of a preliminary Assessment are of a preliminary Phase of a			] Other	ing and Spe ( adment(s)	cial Service )	es
Service Dates: For Services Re	endered From (date):		То	(date):		
Include all information per A (2) Labor and General and Adn (3) Direct Non-Salary Expenses Support documentation mus (4) Profit – (Fixed Payment \$ (5) SUBTOTAL (1) – (4) (6) Outside Services  TOTAL AMOUNT EARNED TO Maximum Payable (per Enginee Estimated total cost to complete Less Total Amount(s) Previously PAYMENT DUE THIS INVOICE	ninistrative Overhead (s (OT Premium)st accompany all paymenx% Com	nt requests on plete) \$\$	BREAKD )	non-salary e	\$\$ expenses. \$\$ \$\$	
I certify that to the best of my correct.			shown a	s complete	on this Inv	oice is
Ву:		Pr	inted Na	me and Title	)	
Department Approval By:			Pr	inted Name	and Title	
NOTE: This format is for gener	ral information. The Con	sultant's for	mat con	taining esse	ential data	mav be

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

#### **ATTACHMENT H**

#### **LUMP SUM INVOICE (Standard Format)**

To:, Chief Enginee Illinois Department of Transportation Division of Aeronautics Abraham Lincoln Capital Airport 1 Langhorne Bond Drive Springfield, IL 62707-8415	From (Firm):
Attn:, Section Chief	
Airport:	Municipality:, IL Federal Project No or Sponsor Authorization):
Services (Check only those services pertaini  [ ] Preliminary Assessment and Schematic De  [ ] Design Phase  [ ] Construction Phase	
Service Dates: For Services Rendered From (date):	To (date):
(1) Lump Sum (LS) Fee (or Maximum Paya	ble per Engineering Agreement)\$
(2) Percent of Work Complete:	_%
(3) Fee Earned to Date: (LS \$	_x% Complete)\$
(4) Less Total Amount(s) Previously Invoice	ed\$
(5) PAYMENT DUE THIS INVOICE	\$
I certify that to the best of my knowledge, the correct.	e percent of work shown as complete on this Invoice is
Ву:	Printed Name and Title
Department Approval	
Ву:	Printed Name and Title

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

# **ATTACHMENT I**

# **EFFORT DETAIL BREAKDOWN (Standard Format)**

				Page	of F	ages
Airport: Illinois Project No Federal Project No	¥					
Invoice No Date:						
ENGINEERING COS	TS BREAKDOWN					
Agreement Paragraph Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount
	- 17 p - 11					
						-
	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10			-	1	
			W.			118-
1000						-77
				-		
	***************************************		10-11/6			
				Total		
				TOTAL		
ENGINEERING FIRM	1					
Name	i and a Stantile	2				
Address	NIE .	<del></del>				
	***					
×	1887 - 22					
Prepared By						
D .	- MAG					
NOTE:						
This format is for gen- be acceptable.	eral information; ho	owever the cons	sultant's format co	ntaining the	essential	data may

IDOT Division of Aeronautics Standard A/E Agreement 2012-01

#### **ATTACHMENT J**

#### **TESTING SCHEDULE**

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	3 3
ASTM D 2172, Extraction and Gradation	100 100 000
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	The state of the s
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

# **ATTACHMENT K**

#### **TESTING RATES & COST SUMMARY**

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL \$
37745011 177451			
70.00	-1956		
2821	43/1/3 A45		
The state of the s	Control of the Contro		
19-17			
			234///
		A STATE OF THE VISIA CHAIL	
1000			
22/45/00			
(200-40)			
2010001-126			
67-98-11			
2000			
- <del>1</del> /2	****		
30			

#### ATTACHMENT L (Optional)

### SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	% of Direct Productive Payroll
Federal Insurance Contributions Act	
State Unemployment Compensation	
Federal Unemployment Compensation	
Workmen's Compensation Insurance	
Paid Holidays, Vacation, Sick Leave	
Bonus	W 100
Pension	
Group Insurance	
TOTAL PAYROLL BURDEN & FRINGE COSTS	%

#### NOTE:

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

#### **ATTACHMENT M (Required)**

#### SUMMARY OF OVERHEAD AND INDIRECT COSTS

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

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS		
	PAYROLL BURDEN AND FRINGE BENNEFITS			
6151	FICA Tax	12.34%		
6102, 6103, 6170	Paid Time Off	19.74%		
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	11.90%		
6159, 6160	Employee Retirement Plan Contributions	14.20%	58.18%	
	GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE			
6104-6119	Indirect Salaries - Not Allocable to Projects	57.23%		
6222, 6264	Miscellaneous Taxes	1.05%		
6231	Professional Fees	1.63%		
6251	Rent	10.54%		
6252	Utilities	1.24%		
6271	Telephone & Data	4.38%		
6253-6254	Maintenance, Repairs & Supplies	2.06%		
6261-6265	Office Supplies, Shipping & Reproduction	1.75%		
6281, 6284	Seminars, Registration & Education	2.75%		
3291,92,95,6321-23	Travel & Vehicle Expense	3.36%		
6331, 6332	Business Insurance	4.45%		
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.49%		
6366, 6367, 6368	Computer Expense & Supplies	5.99%		
371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	.80%		
6401+COFC	Depreciation & Cost of Facilities Capital (.46%)	7.19%	105.91%	
	TOTAL OVERHEAD		164.09%	

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

#### **ATTACHMENT N**

#### PROJECT CERTIFICATION

Airpo	ort:	Letting Date:  IL Project No.:  Federal Project No.:	2530					
Project Description:								
Fede Depa	eral and/or State financial assistant	ons, Part 152, as amended, and as a condition to ce through a Grant Offer from the FAA and/or the S proposed airport development project, it is hereby and belief that:	tate of Illinois -					
1.	described herein and identified Selection Date (Required):	cted to provide the necessary professional services in the Professional Services Request For Qualificat Copy of Retainer attached (ATT	ions (RFQ).					
2.		the currently approved Airport Layout Plan.						
3.	Approval Date (Required): Project is environmentally clear Approval Date (Required):	red. [ ]CatEx [ ]EA [ ]EIS [ ]FONSI						
4.	All Corps/EPA permits and o	other regulatory agency reviews/approvals/mitigation of the project.	on have been					
5.	Plans were prepared in according the specifications were prepared in Specifications For Construction Policy Memorandums and "Ha Standards (MOS) which has submitted to and approved by the Approval Date of MOS (If applied)	dance with FAA approved standards and advisory ared in accordance with the FAA approved IIII of Airports, along with the Division of Aeronautic andout" Specifications, except as noted by attached been addressed and justified in the engineering the FAA and Engineer of Design. [ ] Yes [ ] No. cable):	inois Standard s' most current Modification of					
6.	The design conforms to the app	proved project scope. [ ] Yes [ ] No.						
7.	Provisions have been included 150/5370-2F (or current) Opera	l for safety during construction (per guidance explain ational Safety on Airports during Construction). [ ]	Yes [ ] No.					
8.	best management practices conformance with AC 150/5300	and quantities have been thoroughly checked in ac by the Consultant for accuracy and consistence 0-13 (latest edition). All contract deliverables reference in submitted, received and determined acceptable.	y, and are in					
	Date	Ву:						
		Design Engineer (Consu	Itant)					
	Date	By: Project Engineer (Consul	P.E.					
		Project Engineer (Consul	tant)					
	Date	By:	P.E.					
		By: Department Design Engi	neer					
	Date	Ву:	P.E.					
		Engineer of Design						

#### **ATTACHMENT O**

#### **DBE FINAL DOCUMENTATION**



Prime Consultant	DBE Sub	consultant	
Name	Name		
Address	Address		
Telephone	Telephone	-	
Subject	Contract	Amounts	
Airport	Consultan	t Contract Amount	
Illinois Project No.	DBE Cont	ract Amount	
Federal Project No	DBE Parti	cipation (%)	
This documentation verifies the services provided captioned contract. The undersigned certifies that the DBE actually provided the services and that the approved Professional Services Agreement to Division as applicable.	at the services reported l	ed herein were executed herein conform to the	cuted by the DBE, that ne services reported in
Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.		At the	
3.			
4.			
5.			
6.			
Totals			
DBE Contract amount has been met or exceeded  DBE Contract amount not met – Shortfall \$			ing shortfall attached).
Prime Consultant		DBE Subconsul	tant
Print Name	Print Name		
Title	Title	-0	<u> </u>
Signature	Signature	3	***
Date	Date		100

#### ATTACHMENT P

#### **PROJECT SKETCH**

not applicable

#### **ATTACHMENT Q**

#### PROJECT LETTING SCHEDULE

#### PRELIMINARY PROJECT SCHEDULE

The proposed anticipated project schedule is anticipated to be for the March 9, 2018 IDOT Letting date. The schedule is contingent upon reasonable response and reviews being provided the consultant prior to each subsequent delivery date. It is agreed that delays in the consultant receiving agency comments and approvals beyond the review period presented will result in a revised, mutually agreeable schedule for subsequent submittals.

# ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS 2018 LETTING SCHEDULE WITH ASSOCIATED DATES

22 week design timeline (154 calendar days)

2711-2	CONSULTAN	T EFFORT LEVEL							
START (0%)	35%	5% 80% 100% Internal IDOY Deadlines					1	9	
PreDesign Meeting Target Date 30 weeks	Engineering Report to IDA for Comments 22 weeks	Sealed Plans and Specifications to IDA for Comments 12 weeks	Approved Final Plans and Specifications to IDA 8 weeks	Recommendation Memo 7 weeks	Transfer Bid Documents for Publication 6 weeks	Service Bulletin 5 weeks	IDOT Letting	Award 8 weeks	Start to Work 10 weeks
18-Nov-2016	13-Jan-2017	24-Mar-2017	21-Apr-2017	28-Apr-2017	05-May-2017	12-May-2017	16-Jun-2017	11-Aug-2017	25-Aug-2017
06-Jan-2017	03-Mar-2017	12-May-2017	09-Jun-2017	16-Jun-2017	23-Jun-2017	30-Jun-2017	04-Aug-2017	29-Sep-2017	13-Oct-2017
24-Feb-2017	21-Apr-2017	30-Jun-2017	28-Jul-2017	04-Aug-2017	11-Aug-2017	18-Aug-2017	22-Sep-2017	17-Nov-2017	01-May-2018
14-Apr-2017	09-Jun-2017	18-Aug-2017	15-Sep-2017	22-Sep-2017	29-Sep-2017	06-Oct-2017	10-Nov-2017	05-Jan-2018	01-May-2018
16-Jun-2017	11-Aug-2017	20-Oct-2017	10-Nov-2017	17-Nov-2017	24-Nov-2017	01-Dec-2017	ien erigi	16-Mar-2018	01-May-2018
11-Aug-2017	06-Oct-2017	15-Dec-2017	12-Jan-2018	19-Jan-2018	26-Jan-2018	02-Feb-2018	(68°) (1888)	04-May-2018	18-May-2018
29-Sep-2017	24-Nov-2017	02-Feb-2018	02-Mar-2018	09-Mar-2018	16-Mar-2018	23-Mar-2018	27-Apr-2018	22-Jun-2018	06-Jul-2018
17-Nov-2017	12-Jan-2018	23-Mar-2018	20-Apr-2018	27-Apr-2018	04-May-2018	11-May-2018	15-Jun-2018	10-Aug-2018	24-Aug-2018
05-Jan-2018	02-Mar-2018	11-May-2018	08-Jun-2018	15-Jun-2018	22-Jun-2018	29-Jun-2018	03-Aug-2018	28-Sep-2018	12-Oct-2018
23-Feb-2018	20-Apr-2018	29-Jun-2018	27-Jul-2018	03-Aug-2018	10-Aug-2018	17-Aug-2018	21-Sep-2018	16-Nov-2018	01-May-2019

Printed 5/22/2017

2018 Letting Schedule UNOFFICIAL.xlsx

#### ATTACHMENT R

#### **OP&P PROGRAM LETTER**

Ms. Beth Penesis January 12, 2017 Page Two

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
Local Match	\$18,000
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 predesign 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/predesign 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.

#### **ATTACHMENT S**

# CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER



August 9, 2016

Subject: PRELIMINARY ENGINEERING

Consultant Unit Prequalification File

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

Dear Louis Dixon,

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

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

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

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

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

#### **ATTACHMENT T**

# CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS



ल्याह आ

# 2018-2022 TRANSPORTATION IMPROVEMENT PROGRAM ESTIMATE OF WORK

PROJECT TITLE   Install ALCMS   Install ALCMS	Year Requested:	2018 Sponsor	Priority:	1	77		
Estimate.of Work.					1		
Estimate of Work   State   Potential DBE   Potential DBE   State   Potential DBE   Potential	2015年1月1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1	History was a Michigan	PROJECT TITLE	teries attights a	it but his side	e de de la	100
SECANATION	71		Install ALCMS				
Price   Potential DBE   Price   Pric							
Unit(s)   Unit(s)   S		Estimat	e of Work	and the comment of	Machine March		
Secretarion   Ceaning Grubbing   /	ITEM	QUANTITY	UNIT	PRICE	PRICE		
Clearing/Grubbing	Lateration by the ended to be a first	# j. Unit(s	\$ 1 1	/ Unit	SPACE SERVICES	\$	%
Clearing/Grubbing	EXCAVATION				1		
DRAINAGE	Clearing/Grubbing						T
Undergrains	Earthwork		100				
Undergrains	DRAINACE					8.0	J.C.
Curb and Sulter				,			_
Special Structures						-	1
Special Structures							1
Subbase Preparation	Special Structures						
Subbase Preparation	PAVING						
### ### ### ### ### ### ### ### ### ##							_
Seal Coal							-
Crack Filling							_
Panel Replacement / / Pavament Removal / / Pavament Replacement / / Pavament Replacement / / Pavament Replacement / / Pavament Replacement / / Pavament Regulators / / / / / / / / / / / / / / / / / / /							_
Pavament Removal				i i			
Creoving							
Cable - Fiber Replacement   2000   LF   \$15.00 / LF   \$30,000 00							
Cable - Fiber Replacement   2000   LF   \$15.00 / LF   \$30,000 00							
Valid Modifications	Cable - Fiber Replacement Regulators			Market I	\$30,000.00		
LS   \$30,000.00 / LS   \$30,000.00							4201
LANDSCAPING							
ANDSCAPING   Seeding/Mulching/Blanket   /		1 LS	\$30,000.007	LS	\$30,000 00		
Seeding/Mulching/Blanket	Special						
Sodding	LANDSCAPING						
Watering							1
Percial (Wellands)				1			
Class C			1				
Class C	special (Wellands)		/				
Class C	FENCING						
DTHER / MISC.   /			- 1				1
DTHER / MISC.			1	h			
Control   Cont	Gates (Manual/Electric)			- 100 M		17	
Control   Cont	OTHER / MISC						20
Demolition		T				_	_
Other Specialty Items							
Studies (ALP/Exhibit 'A') / and Acquisition / TOTAL COST: Potential DBE,	Other Specialty Items					_	
and Acquisition /		1 LS	\$60,000.00 /	LS	\$60,000 00		
TOTAL COST: Potential DBE.							
	and Acquisition			2			
							100
					TOTAL COST:		DBE %
\$360,000.00							

#### **ATTACHMENT U**

# RETAINER AGREEMENT (see project no g. )

#### AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at Aurora, Illinois, this Leth 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 <u>Aurora Municipal Airport</u> 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
- 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
- I. Design and construct northeast quadrant access road and parking including site utilities
- 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:

#### 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

- 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