

**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

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|--|---|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design | <input checked="" type="checkbox"/> Construction Phase Services |
| <input type="checkbox"/> Design Phase Services | <input type="checkbox"/> Planning and Special Services |

THIS AGREEMENT, made at Aurora, Illinois, this _____ day of _____ in the year 20____ by and between the _____ City of Aurora (hereinafter referred to as the "Sponsor"), and Crawford, Murphy & Tilly, Inc. (hereinafter referred to as the "Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the Aurora Municipal Airport (ARR) in Kane County, state of Illinois; and the project shall be identified as the Illinois Project No. ARR-4636; S.B.G. Project No. not applicable; The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I.G., Detailed Scope of Services):

Overlay Southeast Quadrant Perimeter Roadways

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

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

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection 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 – NOT INCLUDED THIS AGREEMENT

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

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.
- f. 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:

1. 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.
4. 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.
6. 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, pre-construction, 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).

The Construction phase engineering effort contained within this agreement has been based on the following scope related parameters for the **Overlay Southwest Quadrant Perimeter Roadways** project:

1. The project schedule is based on the understanding that the project will start the construction phase on approximately June 18, 2018. The anticipated construction phase is estimated to be: Base Bid twenty-four (24) calendar days (approximately 3.5 weeks @ 5 work days/week = 18 working days, Additive Alternate No. 1 two (2) calendar days (2 working days). As such, all construction phase field engineering effort is expected to be completed by August 3, 2018 and no additional effort will be required on the project after September 3, 2018 following punchlist completion by the contractor and project administrative closeout work by the engineer.
2. Based on 2015 Data Average of 9 Hours worked per day by the contractor.
3. Based on Scope, Assume Full-Time Resident Engineer & Part-Time Inspector/Asst. Resident Engineer.
4. The general scope of anticipated engineering work items is included within the Attachments C, C-1, C-2 and C-3 which define the Tasks within this agreement.

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. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ 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. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ n/a

total amount not to exceed \$ n/a
unless a major change or addition to the scope of services 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 by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ n/a
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 fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ Base Bid \$5,100.00; Additive Alternate No. 1 \$400.00

total amount not to exceed \$ Base Bid \$51,100.00; Additive Alternate No. 1 \$5,900.00
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

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

1. a cost plus a fixed payment of \$ n/a
total amount not to exceed \$ n/a 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. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.

2. a lump sum payment of \$ n/a 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 fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

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.

1. 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 breaches 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:

1. 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. Nondiscrimination. 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. Information and Reports. 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. Sanctions for Noncompliance. 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

1. 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. DBE Obligation. 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

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The City of Aurora hereby certifies that it
(Sponsor)
has completed the prescribed qualifications based consultant selection procedures.

The firm of (Crawford, Murphy & Tilly, Inc.) of (Springfield, IL) has
(Consultant) (Location)
been selected to provide the engineering services required for the project on:

February 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 this change is in the best interest of the state of Illinois and is authorized by law.

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 Sr. Vice President (title) and duly

authorized representative of the firm Crawford, Murphy & Tilly, Inc.,

whose address is 2750 West Washington Street, Springfield, IL 62702,

and that neither I nor the above firm I here represent has:

1. 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):

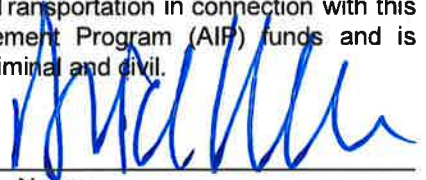
The firm certifies by execution:

1. 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 unit of state or local government as a result of a violation of the Criminal Code of 1961.

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

5/4/2018
Date


Sign Name

Brian R. Welker, P.E.
Print Name

Sr. Vice President
Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844662
(~~It is~~) (This firm is) doing business as a (please check one):

Individual Partnership Corporation

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, 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 <http://www.dot.il.gov/ucp/ucp.html#DBE> Directory. The percent of work is computed based on the individual subconsultant's work effort in each category

Firm Name: Geo Services, Inc.

Subcontract Amount (\$): Base Bid \$10,932.00; Add. Alt. No. 1 \$2,568.00

Prequalification Category	% of Work	DBE Certification
Material Testing	23.7	yes

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

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

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:

1. 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:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. 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)

The Consultant certifies that the Corporation's certificate 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 President and Sr. Vice President** of

Crawford, Murphy & Tilly, Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

4th day of May, AD, 2015

BY [Signature] BY [Signature]

Kevin D. Nelson, P.E., Vice President
Printed Name & Title

Corporation

[Signature]

Brian R. Welker, P.E. Sr. 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 partners/members/associates/(other) of

N/A

hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

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)

I, N/A
(Name)

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.

____ day of _____, AD, 20____

BY _____

Printed Name & Title

d/b/a _____
(Name)

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.
3. 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

the State during the term of the contract.

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:

1. 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);
2. 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;
3. 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, Uniform Administrative Requirements for Grants and Cooperative Agreements. 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 _____

Printed Name & Title

BY _____

Printed Name & Title

ATTEST:

(SEAL)



Crawford, Murphy & Tilly, Inc.
(Consultant Name)

37-0844652
(Federal Employee's Identification Number)

BY Kevin D. Nelson, P.E. Vice President
Printed Name & Title

F02

BY Brian R. Welker, P.E. Sr. Vice President
Printed Name & Title

LIST OF ATTACHMENTS

- ATTACHMENT A / A1 – PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES – NOT INCLUDED THIS AGREEMENT
ESTIMATE OF COSTS / SALARY EXPENSES**
- ATTACHMENT B / B1 – DESIGN PHASE SERVICES – NOT INCLUDED THIS AGREEMENT
ESTIMATE OF COSTS / SALARY EXPENSES**
- ATTACHMENT C / C1 / C2 / C3 – CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS / SALARY EXPENSES**
- ATTACHMENT D / D1 – PLANNING AND SPECIAL SERVICES – NOT INCLUDED THIS AGREEMENT
ESTIMATE OF COSTS / SALARY EXPENSES**
- ATTACHMENT E – ENGINEERING REPORT (General Guidance)**
- ATTACHMENT F – RESIDENT ENGINEER’S DIARY (Standard Format)**
- ATTACHMENT G – COST PLUS FIXED PAYMENT INVOICE (Standard Format)**
- ATTACHMENT H – LUMP SUM INVOICE (Standard Format)**
- ATTACHMENT I – EFFORT DETAIL BREAKDOWN (Standard Format)**
- ATTACHMENT J – 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**
- ATTACHMENT P – 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**

Aurora Municipal Airport

Overlay Southeast Quadrant Perimeter Roadways

Attachment C Construction Phase ESTIMATE OF COSTS

CATEGORY		BASE BID AMOUNT	ADD. ALT. 1 AMOUNT	TOTAL AMOUNT
1 <u>Direct Salary Costs</u>		\$12,508.68	\$1,047.74	\$13,556.42
2 <u>Labor and General and Administrative Overhead</u> ¹	58.94%	\$7,372.62	\$617.54	\$7,990.16
3 <u>Direct Nonsalary Expenses</u>	113.48%	\$14,194.85	\$1,188.98	\$15,383.83
Lodging ^{2,3}		\$ -	\$ -	\$ -
Meals/Per Diem ^{2,3}		\$ -	\$ -	\$ -
Transportation ²		\$ 699.00	\$ 94.70	\$793.70
Materials & Supplies		\$ -	\$ -	\$ -
Printing		\$ 170.00	\$ -	\$170.00
CADD time ⁴		\$ -	\$ -	\$ -
Other Costs (Excluding outside Services)		\$ 125.00	\$ -	\$125.00
4 <u>Fixed Payment</u> ⁵		\$5,100.00	\$400.00	\$5,500.00
5 <u>Outside Services/Subconsultants</u>		\$10,932.00	\$2,568.00	\$13,500.00
Geo Services, Inc. (Material Testing) - DBE				
Cost Plus Fixed Payment				
Total Amount Not to Exceed		\$51,102.15	\$5,916.96	\$57,019.11
Use =		\$51,100.00	\$5,900.00	\$57,000.00

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 C-1

CONSTRUCTION PHASE

ESTIMATE OF SALARY EXPENSE

<u>CLASSIFICATION</u>	<u>BASE BID TIME REQUIRED (HOURS)</u>	<u>ADD. AL.T 1 TIME REQUIRED (HOURS)</u>	<u>TOTAL TIME REQUIRED (HOURS)</u>	<u>HOURLY WAGE</u>	<u>TOTAL SALARY EXPENSE</u>
PRINCIPAL	0	0	0	\$72.00	\$0.00
SENIOR PROJECT ENGINEER	1	0	1	\$61.67	\$61.67
PROJECT ENGINEER	26	0	26	\$49.04	\$1,275.04
SENIOR ENGINEER	257	22	279	\$37.65	\$10,504.35
SENIOR ARCHITECT	0	0	0	\$41.02	\$0.00
SENIOR TECHNICAL MANAGER	0	0	0	\$42.47	\$0.00
SENIOR PLANNER	0	0	0	\$37.56	\$0.00
GIS SPECIALIST	0	0	0	\$32.44	\$0.00
ENGINEER	0	0	0	\$29.85	\$0.00
ARCHITECT	0	0	0	\$33.58	\$0.00
PLANNER	0	0	0	\$26.53	\$0.00
TECHNICAL MANAGER	0	0	0	\$27.27	\$0.00
REGISTERED LAND SURVEYOR	0	0	0	\$42.05	\$0.00
SENIOR TECHNICIAN	10	0	10	\$35.58	\$355.80
ENGINEERING TECHNICIAN II	40	8	48	\$27.43	\$1,316.64
ENGINEERING TECHNICIAN I	0	0	0	\$23.02	\$0.00
ADMINISTRATIVE ASSISTANT	2	0	2	\$21.46	\$42.92
TOTAL	336	30	366	\$37.04	\$13,556.42

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

AVERAGE

Aurora Municipal Airport

Overlay Southeast Quadrant Perimeter Roadways

Attachment C-2

Construction Phase

Estimated Cost Breakdown Items 4, 5, 6 & 7

<u>Item</u>				Base Bid	Add. Alt. 1
4 MATERIALS AND SUPPLIES					
Surveying Supplies (paint, lathe, stakes, etc)			\$ -		
Drafting Media			\$ -		
Misc. Equipment and Direct Project Supplies			\$ -		
	Sub-Total			\$ -	\$ -
5 TRAVEL					
Travel Reimbursement - Base Bid	1200 miles@	\$ 0.545	\$ 654.00		
Travel Reimbursement - Add. Alt. 1	160 miles@	\$ 0.545	\$ 87.20		
Tolls - Base Bid			\$ 45.00		
Tolls - Additive Alternate 1			\$ 7.50		
	Sub-Total			\$ 699.00	\$ 94.70
6 PRINTING - Base Bid Only					
Full Size Prints (10 sheets - 5 sets)	50 sheets@	\$ 2.40	\$ 120.00		
Photo-copies	250 sheets@	\$ 0.20	\$ 50.00		
	Sub-Total			\$ 170.00	
7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES) - Base Bid Only					
Photos/Developing			\$ -		
Direct Project Shipping Expense			\$ 125.00		
Unassigned Misc Project Direct Expense			\$ -		
	Sub-Total			\$ 125.00	

			=	\$ 994.00	\$ 94.70

Aurora Municipal Airport
 Overlay Southeast Quadrant Perimeter Roadways

BASE BID

**Attachment C-3 Construction Phase Engineering
 Cost Estimate of Consultant Services (By Task)**

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Sr. Proj Eng	Proj Eng	Sr. Eng	Eng	RLS	Sr. Eng Tech	Eng Tech II	Admin Asst
Construction Phase														
6000	Office Engineering (per C.1)	46	\$41.09	\$1,890.25	15.11%	0	1	15	26	0	0	2	0	2
	6001 <i>Project Management (1.5 hr/week)</i>	6	\$51.15	\$306.87	2.45%	0	1	5	0	0	0	0	0	0
	6002 <i>Airport and IDA Coordination (2 hours/week)</i>	6	\$39.55	\$237.29	1.90%	0	0	1	5	0	0	0	0	0
	6003 <i>Periodic Site Reviews (1 visit every 2 weeks - 4 hrs per visit)</i>	4	\$49.04	\$196.16	1.57%	0	0	4	0	0	0	0	0	0
	6004 <i>Subconsultant Coordination and Management</i>	2	\$49.04	\$98.08	0.78%	0	0	2	0	0	0	0	0	0
	6005 <i>Shop Drawing/Materials/Mix Design Review and IDA Coordination (per C.1.a)</i>	14	\$36.96	\$517.50	4.14%	0	0	2	10	0	0	0	0	2
	6006 <i>Contractor schedule review and IDA coordination</i>	2	\$37.65	\$75.30	0.60%	0	0	0	2	0	0	0	0	0
	6007 <i>Respond to Request for Information and Supplemental Sketches (per C.1.b)</i>	7	\$38.69	\$270.80	2.16%	0	0	1	4	0	0	2	0	0
	6008 <i>Correspondence with contractor, IDA and/or FAA</i>	4	\$37.65	\$150.60	1.20%	0	0	0	4	0	0	0	0	0
	6009 <i>Coordination of NOTAMs etc. with Airport Operations</i>	1	\$37.65	\$37.65	0.30%	0	0	0	1	0	0	0	0	0
	6010 <i>Technical Assistance during grant close-out</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6020	PreConstruction Preparation & Miscellaneous Advance Work	10	\$42.21	\$422.06	3.37%	0	0	4	6	0	0	0	0	0
6030	Permitting/Agency/Code Related Coordination	2	\$37.65	\$75.30	0.60%	0	0	0	2	0	0	0	0	0
6040	Surveying/Layout/Project Control	26	\$28.22	\$733.62	5.86%	0	0	0	2	0	0	0	24	0
6050	Resident Project Engineer and Assistants (per C.2)	186	\$36.77	\$6,839.38	54.68%	0	0	0	170	0	0	0	16	0
	6051 Full Time <i>Daily Construction Observation (Est. 9 hrs. daily for 18 Calendar days - R.E.) (Est 4 hrs per visit, Partime Inspectors -Measurements and checks</i>	178	\$36.73	\$6,538.18	52.27%	0	0	0	162	0	0	0	16	0
	6052 <i>Perform Wage-Rate Interviews</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6053 <i>Monitor & Update Grant Financial Status (APMS) or Other Project Cost Allocations</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6054 <i>Monitor DBE Participation</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6055 <i>Materials Review/Certification/PDTR/M5s and Coordination (per C.1.d)</i>	8	\$37.65	\$301.20	2.41%	0	0	0	8	0	0	0	0	0
6060	Quality Assurance Engineer Effort - (401/403 Paving 2 full time and 1-half day paving)	23	\$37.65	\$865.95	6.92%	0	0	0	23	0	0	0	0	0
6070	Utility Coordination, Relocation, Protection and Effort	2	\$37.65	\$75.30	0.60%	0	0	0	2	0	0	0	0	0
6080	Final Inspection and Follow-up Action (per C.2.d)	12	\$41.45	\$497.36	3.98%	0	0	4	8	0	0	0	0	0
6090	Punchlist Completion/Project Closeout	14	\$39.28	\$549.88	4.40%	0	0	2	12	0	0	0	0	0
6100	Development of Record Drawings (per C.1.c)	10	\$35.99	\$359.94	2.88%	0	0	0	2	0	0	8	0	0
6110	Construction Documentation Close Out/Audit Rev.	5	\$39.93	\$199.64	1.60%	0	0	1	4	0	0	0	0	0
6120	Miscellaneous Construction Items of Work	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
Totals		336	\$37.23	\$12,508.68	100.00%	0	1	26	257	0	0	10	40	2

Estimating Information and Data:

- Estimated 18 Week days and 24 Calendar days (3.5 Weeks)
- No Winter Shutdown Anticipated
- Based on Scope, Assume Full-Time Resident Engineer & As Needed Inspectors for assistance

Aurora Municipal Airport
 Overlay Southeast Quadrant Perimeter Roadways
ADDITIVE ALTERNATE 1
Attachment C-3 Construction Phase Engineering
Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Sr. Proj Eng	Proj Eng	Sr. Eng	Eng	RLS	Sr. Eng Tech	Eng Tech II	Admin Asst
Construction Phase														
6000	Office Engineering (per C.1)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6001 <i>Project Management (1.5 hr/week)</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6002 <i>Airport and IDA Coordination (2 hours/week)</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6003 <i>Periodic Site Reviews (1 visit every 2 weeks - 4 hrs per visit)</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6004 <i>Subconsultant Coordination and Management</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6005 <i>Shop Drawing/Materials/Mix Design Review and IDA Coordination (per C.1.a)</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6006 <i>Contractor schedule review and IDA coordination</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6007 <i>Respond to Request for Information and Supplemental Sketches (per C.1.b)</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6008 <i>Correspondence with contractor, IDA and/or FAA</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6009 <i>Coordination of NOTAMs etc. with Airport Operations</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6010 <i>Technical Assistance during grant close-out</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6020	PreConstruction Preparation & Miscellaneous Advance Work	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6030	Permitting/Agency/Code Related Coordination	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6040	Surveying/Layout/Project Control	4	\$27.43	\$109.72	10.47%	0	0	0	0	0	0	0	4	0
6050	Resident Project Engineer and Assistants (per C.2)	22	\$35.79	\$787.42	75.15%	0	0	0	18	0	0	0	4	0
	6051 Full Time <i>Daily Construction Observation (Est. 9 hrs. daily for 2 Calendar days - R.E.) (Est 4 hrs per visit, Partime Inspectors -Measurements and checks</i>	22	\$35.79	\$787.42	75.15%	0	0	0	18	0	0	0	4	0
	6052 <i>Perform Wage Rate Interviews</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6053 <i>Monitor & Update Grant Financial Status (APMS) or Other Project Cost Allocations</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6054 <i>Monitor DBE Participation</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
	6055 <i>Materials Review/Certification/PDTR/MIs and Coordination (per C.1.d)</i>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6060	Quality Assurance Engineer Effort - (403 Paving 1-half day paving)	4	\$37.65	\$150.60	14.37%	0	0	0	4	0	0	0	0	0
6070	Utility Coordination, Relocation, Protection and Effort	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6080	Final Inspection and Follow-up Action (per C.2.d)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6090	Punchlist Completion/Project Closeout	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6100	Development of Record Drawings (per C.1.c)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6110	Construction Documentation Close Out/Audit Rev.	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
6120	Miscellaneous Construction Items of Work	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0
Totals		30	\$34.92	\$1,047.74	100.00%	0	0	0	22	0	0	0	8	0

Estimating Information and Data:
 - Estimated 2 Week days and 2 Calendar days
 - No Winter Shutdown Anticipated
 - Based on Scope, Assume Full-Time Resident Engineer & As Needed Inspectors for assistance

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, prior to starting Plans and Specifications. 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.
2. 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.
3. 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.
4. 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.
7. 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.
9. 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.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. 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.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____

Date: _____

Contractor: _____

IL Project No.: _____ AIP Project _____

Temperature _____ °F Wind: _____

Weather Conditions: _____

Status: Active Suspended

Jobsite Conditions: Workable Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

Other:

Calendar Days: _____
Awarded
Charged
Remaining

DBE Onsite? (yes or no)
Own forces used? (yes or no)
Own equipment used? (yes or no)

Submitted _____

Firm: _____

Date: _____

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase | <input type="checkbox"/> Other () |
| <input type="checkbox"/> Construction Phase | <input type="checkbox"/> Amendment(s) |

Service Dates: For Services Rendered From (date): _____ To (date): _____

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

TOTAL AMOUNT EARNED TO DATE: (5) + (6) \$ _____

Maximum Payable (per Engineering Agreement) \$ _____

Estimated total cost to complete project (for billings after 50%)..... \$ _____

Less Total Amount(s) Previously Invoiced..... \$ _____

PAYMENT DUE THIS INVOICE..... \$ _____

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

By: _____
Printed Name and Title

Department Approval
By: _____
Printed Name and Title

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

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

- | | |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase | <input type="checkbox"/> Other () |
| <input type="checkbox"/> Construction Phase | <input type="checkbox"/> Amendment(s) |

Service Dates:

For Services Rendered From (date): _____ To (date): _____

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) \$ _____
- (2) Percent of Work Complete: _____%
- (3) Fee Earned to Date: (LS \$ _____ x _____% Complete) \$ _____
- (4) Less Total Amount(s) Previously Invoiced \$ _____
- (5) PAYMENT DUE THIS INVOICE \$ _____

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

By: _____
Printed Name and Title

Department Approval

By: _____
Printed Name and Title

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

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

Airport: _____
Illinois Project No. _____
Federal Project No. _____

Invoice No. _____
Date: _____

ENGINEERING COSTS BREAKDOWN

Agreement Paragraph Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

Total _____

ENGINEERING FIRM

Name _____
Address _____

Prepared By _____
Date _____

NOTE:
This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT J

TESTING SCHEDULE (see attached Geo Services Proposal 6 pages)

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	
ASTM D 2172, Extraction and Gradation	
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	
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.



February 9, 2018

CMT
550 N. Commons Drive
Aurora, IL 60504

Attn: Mr. Antonio Marin, P.E.
Senior Engineer

Proposal 18536

Re: Construction Phase Materials Testing Services
Overlay Southeast Quadrant Perimeter Roadways
Aurora Municipal Airport
IL Project: ARR-4636
CMT Project 17285-03-06

Geo Services, Inc., (GSI) a certified, Union (Local 150), MBE/DBE Geotechnical/ Environmental/Materials Testing/Drilling firm, is pleased to submit this proposal for material testing and inspection services for the above referenced project. Based on estimated site visited needed listed in RFP, we proposed materials assurance testing services for the project. Our Services are anticipated to include the following:

- one (1) site visit for to inspect subgrade proof roll& provide a recommendation
- one (1) site visit for Aggregate subbase Nuclear density test (Proctor Value will be provided by CMT)
- Three (3) site visit for AR401/AR403 surface/Base course density testing
- Two (2) site visit for AR401916 remove and replace pavement Type B density testing
- Two (2) site visit for Sample pick up (which includes 1 trip for Base & 1 trip for Surface -split sample, 4-Core samples pick up).

Scope of Work

Based on our understanding Geo Services proposes to provide technical personnel to perform the necessary Construction materials testing services in accordance with the project specifications. Based on the information provided by your firm, we propose to provide total of Seven (7) 8 hour minimum including round trip for field testing and total of two (2) 4 hour minimum including round trip sample pickup for the following services: (1 HMA surface + 1 binder split sample laboratory testing for Gmm, Gmb, Void, 1- AC content by Reflux method with washed gradation and maximum of 4 HMA Core sample for core density testing. Sample will be picked up from construction site and deliver to GSI laboratory for the testing.

GSI requires that field inspection requests be placed not later than 3:00 PM the day before the planned field activities by calling our materials Project Manager. GSI personnel will report to the job site a minimum of 15-minutes prior to scheduled start of work. For scheduling of technicians, our Construction Materials Manager, Arun Tailor should be contacted at the phone numbers, Office: (847) 253-3845 or Cell: (847) 208-4826.

Geo Services Inc. laboratory maintains certification by AMRL, AASHTO and IDOT. GSI Laboratory is accredited in accordance to ASTM C1077 meets the requirements of ASTM C1077; Establishing and Implementing a Quality System for Construction Materials Testing Laboratories and AASHTO R18;

Standard Practice for Laboratory Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation. Our laboratory is capable of performing the lab tests outlined in your RFP for construction phase testing services dated February 08, 2018.

All contract correspondence should be directed to our corporate office at 805 Amherst Court Suite 204, Naperville, Illinois 60565, attention Julian Rueda, President, and phone (630) 305-9186. All fieldwork and laboratory testing will be performed out of our Arlington Heights office.

Based on information provided at the time of this proposal in CMT RFP on dated February 08, 2018, we estimate of **\$10,932.00 for base bid and \$2,568 for additive alternate** materials testing services as described above. Note that this budget estimate is dependent on contractor productivity and efficiency in their work and may change based on Contractor productivity. If we foresee a change required in our budgeted estimate number, we will contact you to discuss budget implications for our work.

All work will be performed in accordance with the attached General Conditions. Labor rates provided in this proposal are based on current union collective bargaining agreement and prevailing wages rates are applied for this project. Overtime (1.5 X normal rate) will be charged for work over 8 hour per day, 40 hours per week or weekend work. Charges for travel time will be charged portal to portal with a minimum charge per visit of 4-hours (including roundtrip travel). Any additional work will be performed at the unit charges or hourly rates indicated on the cost estimate of services. Geo Services, Inc. appreciates the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,

GEO SERVICES, INC.



Arun Tailor
Construction Materials Manager



Andrew J. Ptak, P.E.
Office Manager

enc.

Accepted for Crawford, Murphy, & Tilly:

By _____

Date _____

GEO SERVICES, INC

BUDGET ESTIMATE

Testing and Inspection Services

Overlay Southeast Quadrant Perimeter Roadways

Aurora Municipal Airport

GSI Proposal No.: 18536

ITEM 1: CONSTRUCTION PHASE MATERIALS TESTING SERVICES FOR (BASE BID)

Manpower Estimate: Based on RFP we proposed total of Seven (7) (min of 8 hour round trip) for field testing and Two (2) (min of 4 hour round trip) for split sample,Core sample pick up)

Senior Engineering Technician: one (1) site visit for to inspect subgrade proof roll& provide a recommendation
 one (1) site visit for Aggregate subbase Nuclear density test
 Three (3) site visit for AR401/AR403 surface/Base course density testing
 Two (2) site visit for Remove & Replace Pavement Type B patches density testing
 One (1) site visit for Split Sample ,Core samples pick up for Base Course
 One (1) site visit for Split Sample ,Core samples pick up for Surface Course

Estimated Total Hours:

7 days @	8.0 hrs/day	56 Hours	
2 days @	4.0 hrs/day	8 Hours	(sample pick up)
		64 Hours	

<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician	56.0 Hours	\$ 103.00	\$ 5,768.00
Senior Engineering Technician - Sample Pick up	8.0 Hours	\$ 103.00	\$ 824.00
Trip Charge (incl. mileage, truck charges)	9.0 Each	\$ 65.00	\$ 585.00
Nuclear Density Gauge	7.0 day	\$ 55.00	\$ 385.00
HMA Split sample (Gmm,Gmb, 1 AC Content by Reflux with Gradator)	2.0 Each	\$ 705.00	\$ 1,410.00
HMA Core Density	4.0 Each	\$ 40.00	\$ 160.00
Administrative Assistant	4.0 Hours	\$ 60.00	\$ 240.00
Project Engineer	8.0 Hours	\$ 110.00	\$ 880.00
Principal Engineer	4.00 Hours	\$ 170.00	\$ 680.00

Concrete Testing Estimated Total: \$ 10,932.00

TOTAL ESTIMATED COST: \$ 10,932.00

1. All field testing will be billed portal to portal to and from our Arlington Heights office with a minimum charge of 4 hours.
2. We request that all testing services be scheduled 24 hours in advance. Same day scheduling requests may be subject to twenty percent surcharge.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, Saturdays and 2.0x Sundays and Holidays.
4. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1-1/2% per month of delinquency.
 Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.
5. Labor will be charged at their rates at the time of rendering our services. Any additional work will be performed at the appropriate unit charges or hourly rates indicated on the cost estimate of services.

GEO SERVICES, INC

BUDGET ESTIMATE

Testing and Inspection Services
Overlay Southeast Quadrant Perimeter Roadways
Aurora Municipal Airport
GSI Proposal No.: 18536

ITEM 1: CONSTRUCTION PHASE MATERIALS TESTING SERVICES FOR (Additive Alternate)

Manpower Estimate: Based on RFP we proposed total of Two (2) (min of 8 hour round trip) for field testing

Senior Engineering Technician: one (1) site visit for Aggregate subbase Nuclear density test
 One (1) site visit for AS403 Base course density testing

Estimated Total Hours:

2 days @	8.0 hrs/day		16 Hours
0 days @	4.0 hrs/day	0 Hours	(sample pick up)
			16 Hours

<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician	16.0 Hours	\$ 103.00	\$ 1,648.00
Senior Engineering Technician - Sample Pick up	0.0 Hours	\$ 103.00	\$ -
Trip Charge (incl. mileage, truck charges)	2.0 Each	\$ 65.00	\$ 130.00
Nuclear Density Gauge	2.0 day	\$ 55.00	\$ 110.00
Administrative Assistant	2.0 Hours	\$ 60.00	\$ 120.00
Project Engineer	2.0 Hours	\$ 110.00	\$ 220.00
Principal Engineer	2.0 Hours	\$ 170.00	\$ 340.00

Concrete Testing Estimated Total: \$ 2,568.00

TOTAL ESTIMATED COST: \$ 2,568.00

1. All field testing will be billed portal to portal to and from our Arlington Heights office with a minimum charge of 4 hours.
2. We request that all testing services be scheduled 24 hours in advance. Same day scheduling requests may be subject to twenty percent surcharge.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, Saturdays and 2.0x Sundays and Holidays.
4. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1-1/2% per month of delinquency.
 Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.
5. Labor will be changed at their rates at the time of rendering our services. Any additional work will be performed at the appropriate unit charges or hourly rates indicated on the cost estimate of services.

GENERAL CONDITIONS

SECTION 1: SCOPE OF WORK: Geo Services, Inc. (GSI) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. GSI will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. GSI can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by GSI pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to perform the work. While GSI will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish GSI with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. GSI reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. GSI reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to GSI prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, GSI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees, incurred by GSI for any damages to subterranean structures or utilities which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GSI employees, agents or subcontractors.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS: GSI does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: GSI will furnish three copies of the report to the client. The client will be billed for any additional copies requested. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GSI relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by GSI.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of GSI against claims or liabilities arising

from performance of services under this agreement. GSI's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by GSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by GSI and that the data, interpretations and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: GSI has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. GSI personnel will adhere to these procedures, as site conditions require. GSI is not responsible or liable for injuries or damage incurred by third parties who are not employees of GSI.

It is understood that GSI will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by GSI to subpoenas issued by any party other than GSI in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The client agrees to limit GSI's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from GSI's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of GSI to all those named shall not exceed \$10,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client hereby releases GSI from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages suffered by the contractor or the subcontractor arising from GSI's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of GSI's professional acts, errors or omissions.

SECTION 14: INSURANCE: GSI carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, GSI agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of GSI, its employees, agents, subcontractors and their employees and agents. GSI shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GSI shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of GSI.

SECTION 15: INDEMNITY: The client acknowledges that GSI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance of services hereunder. Client and GSI agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: SAMPLES: GSI will retain all soil and rock samples that are transported to GSI laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

SECTION 17: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 18: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 19: PRECEDENCE: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services.

ATTACHMENT K

TESTING RATES & COST SUMMARY (see Attachment J)

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL \$

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	_____
State Unemployment Compensation	_____
Federal Unemployment Compensation	_____
Workmen's Compensation Insurance	_____
Paid Holidays, Vacation, Sick Leave	_____
Bonus	_____
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

**CRAWFORD, MURPHY & TILLY, INC.
SUMMARY OF INDIRECT OVERHEAD COST
AUDITED CALENDAR YEAR 2016
AND PROVISIONAL 2016/2017**

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS
<u>PAYROLL BURDEN AND FRINGE BENEFITS</u>		
6151	FICA Tax	12.59%
6102, 6103, 6170	Paid Time Off (Vacation, Holidays and Sick Leave)	20.72%
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	13.26%
6159, 6160	Employee Retirement Plan Contributions	<u>12.37%</u> 58.94%
<u>GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE</u>		
6104-6119	Indirect Salaries - Not Allocable to Projects	63.07%
6222, 6264	Miscellaneous Taxes	1.36%
6231	Professional Fees	2.39%
6251	Rent	10.71%
6252	Utilities	1.32%
6271	Telephone & Data	4.34%
6253-6254	Maintenance, Repairs & Supplies	2.28%
6261-6265	Office Supplies, Shipping & Reproduction	2.00%
6281, 6284	Seminars, Registration & Education	2.49%
6291,92,95,6321-23	Travel & Vehicle Expense	3.26%
6331, 6332	Business Insurance	3.83%
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.80%
6366, 6367, 6368	Computer Expense & Supplies	6.90%
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	1.02%
6401+COFC	Depreciation & Cost of Facilities Capital (45%)	<u>6.71%</u> 113.48%
TOTAL OVERHEAD		<u>172.42%</u>

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

Airport: _____ Letting Date: _____
IL Project No.: _____
Federal Project No.: _____
Contract No: _____

Project Description: _____

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ).
Selection Date (Required): _____ Copy of Retainer attached (ATTACHMENT U).
2. Project is clearly delineated on the currently approved Airport Layout Plan.
Approval Date (Required): _____.
3. Project is environmentally cleared. CatEx EA EIS FONSI
Approval Date (Required): _____.
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
 Yes No.
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design. Yes No.
Approval Date of MOS (If applicable): _____.
6. The design conforms to the approved project scope. Yes No.
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction). Yes No.
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
 Yes No.

Date _____ By: _____
Design Engineer (Consultant)

Date _____ By: _____ P.E.
Project Engineer (Consultant)

Date _____ By: _____ P.E.
Department Design Engineer

Date _____ By: _____ P.E.
Engineer of Design

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____
 Address _____
 Telephone _____

Subject

Airport _____
 Illinois Project No. _____
 Federal Project No. _____

DBE Subconsultant

Name _____
 Address _____
 Telephone _____

Contract Amounts

Consultant Contract Amount _____
 DBE Contract Amount _____
 DBE Participation (%) _____

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.			
3.			
4.			
5.			
6.			
Totals			

DBE Contract amount has been met or exceeded [] Yes [] No (*check one*).

DBE Contract amount not met – Shortfall \$ _____ (*documentation explaining shortfall attached*).

Prime Consultant

DBE Subconsultant

 Print Name

 Title

 Signature

 Date

 Print Name

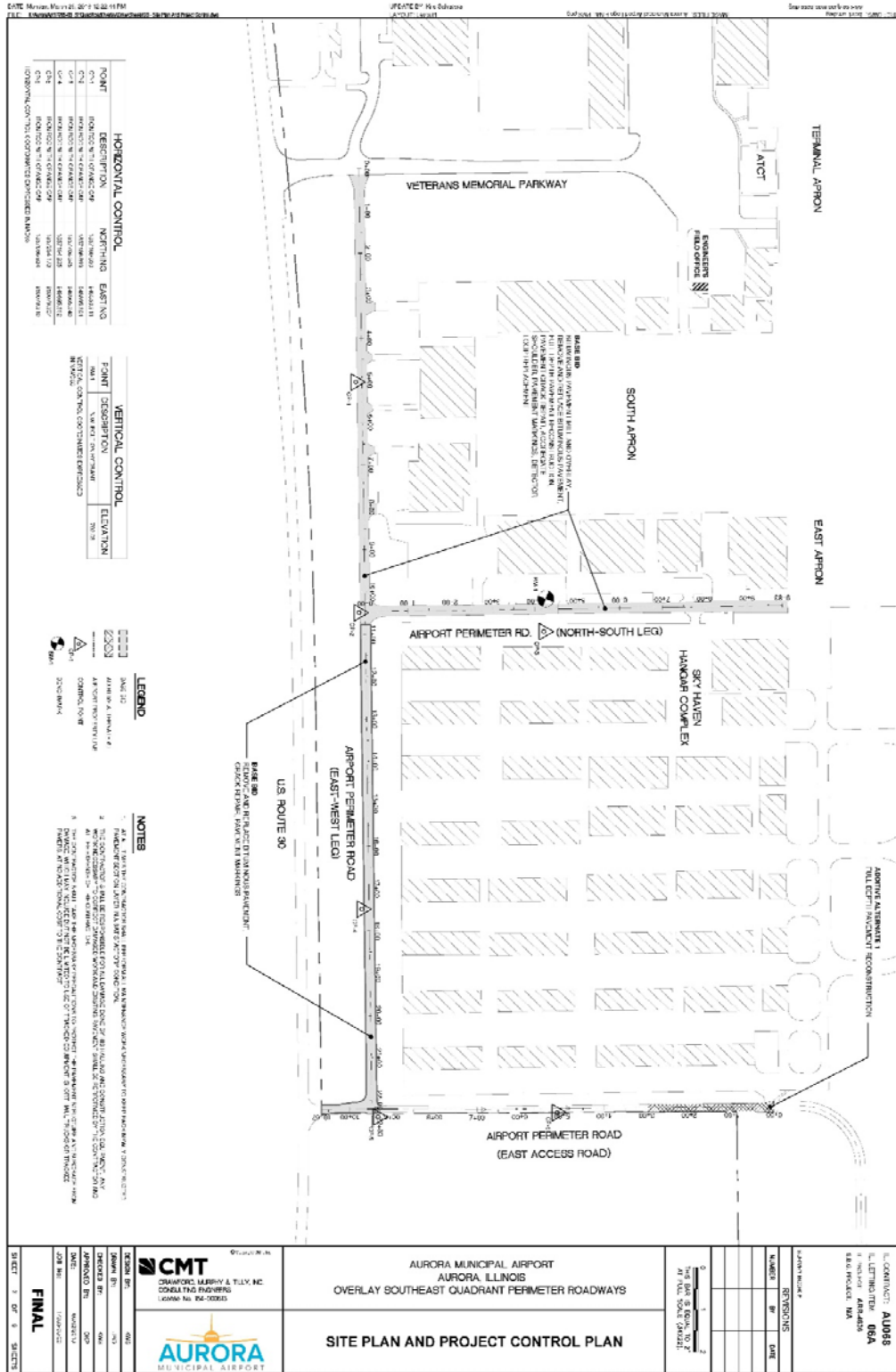
 Title

 Signature

 Date

ATTACHMENT P

PROJECT SKETCH



ATTACHMENT Q

PROJECT LETTING SCHEDULE

PRELIMINARY PROJECT SCHEDULE

The proposed anticipated project schedule is April 27, 2018 IDOT Letting date.

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

22 week design timeline (154 calendar days)

CONSULTANT EFFORT LEVEL				Internal IDOT Deadlines					
START (0%)	35%	80%	100%						
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 Date	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	19-Jan-2018	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	09-Mar-2018	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



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

April 17, 2017

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

Dear Ms. Penesis:

The Illinois Department of Transportation's State-Local Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport for state-local funding based on project requests submitted to the Department during the Fall 2016 Transportation Improvement Program (TIP) meetings. Funding for the State-Local Airport Improvement Program is dependent upon legislative authorization of state appropriations and the release of funds by the Governor's Office.

The Department and the Airport Sponsor hereby agree to participate in the project indicated below at the designated funding levels. **The Airport Sponsor shall pay any additional project costs which exceed the total sum of Department funds, planned and programmed.**

Projects were selected based on the "State-Local Improvement Program Sponsor Eligibility and Project Selection Guidance" developed in January 2017.

The project "Overlay Southeast Quadrant Perimeter Roadways" has been programmed and will be funded for your airport in the FY2017 State-Local Airport Improvement Program as detailed below:

State Match	\$370,800
Local Match	\$41,200
<u>Total Cost</u>	<u>\$412,000</u>

ATTACHMENT S

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

CMT Approved Overhead and Burden Rate Letter from IDOT



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 2, 2018

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, 2016. Your firm's total annual transportation fee capacity will be \$80,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 172.42% 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, 2017. 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,
Priscilla A. Tobias, P.E.
Director of Program Development
Assistant Chief Engineer

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

FINAL (100%) ENGINEER'S OPINION OF PROBABLE PROJECT COST
AURORA MUNICIPAL AIRPORT
AURORA, IL

IL PROJECT: ARR-4636

OVERLAY SOUTHEAST QUADRANT PERIMETER ROADWAYS
March 2, 2018

BASE BID - OVERLAY SOUTHEAST QUADRANT PERIMETER ROADWAYS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
AR150510	ENGINEERS FIELD OFFICE	LS	1	\$4,000.00	\$ 4,000.00
AR152410	UNCLASSIFIED EXCAVATION	CY	525	\$38.00	\$ 19,950.00
AR152540	SOIL STABILIZATION FABRIC	SY	455	\$7.00	\$ 3,185.00
AR156520	INLET PROTECTION	EACH	6	\$200.00	\$ 1,200.00
AR162570	DETECTOR LOOP	LS	1	\$1,500.00	\$ 1,500.00
AR201661	CLEAN & SEAL BITUMINOUS CRACKS	LF	3550	\$2.50	\$ 8,875.00
AR201663	SAND MIX CRACK REPAIR	LF	970	\$13.00	\$ 12,610.00
AR208515	POROUS GRANULAR EMBANKMENT	CY	152	\$45.00	\$ 6,840.00
AR208604	4" AGGREGATE BASE COURSE	SY	1440	\$11.00	\$ 15,840.00
AR208610	10" AGGREGATE BASE COURSE	SY	755	\$22.00	\$ 16,610.00
AR401610	BITUMINOUS SURFACE COURSE	TON	670	\$100.00	\$ 67,000.00
AR401650	BITUMINOUS PAVEMENT MILLING	SY	6050	\$9.50	\$ 57,475.00
AR401900	REMOVE BITUMINOUS PAVEMENT	SY	610	\$19.00	\$ 11,590.00
AR401915	REM & REP BIT PAVEMENT - TYPE A	SY	320	\$100.00	\$ 32,000.00
AR401916	REM & REP BIT PAVEMENT - TYPE B	SY	455	\$90.00	\$ 40,950.00
AR403610	BITUMINOUS BASE COURSE	TON	140	\$110.00	\$ 15,400.00
AR602510	BITUMINOUS PRIME COAT	GAL	200	\$3.00	\$ 600.00
AR603510	BITUMINOUS TACK COAT	GAL	965	\$3.00	\$ 2,895.00
AR620520	PAVEMENT MARKING - WATERBORNE	SF	275	\$15.00	\$ 4,125.00
TOTAL ESTIMATED BASE BID CONSTRUCTION COST =					\$ 322,645.00

ADDITIVE ALTERNATE - PAVEMENT RECONSTRUCTION OF A PORTION OF EAST ACCESS ROAD					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
AS152410	UNCLASSIFIED EXCAVATION	CY	411	\$37.00	\$ 15,207.00
AS152540	SOIL STABILIZATION FABRIC	SY	672	\$7.00	\$ 4,704.00
AS208515	POROUS GRANULAR EMBANKMENT	CY	224	\$45.00	\$ 10,080.00
AS208610	10" AGGREGATE BASE COURSE	SY	672	\$22.00	\$ 14,784.00
AS401610	BITUMINOUS SURFACE COURSE	TON	70	\$100.00	\$ 7,000.00
AS401900	REMOVE BITUMINOUS PAVEMENT	SY	610	\$19.00	\$ 11,590.00
AS403610	BITUMINOUS BASE COURSE	TON	140	\$110.00	\$ 15,400.00
AS602510	BITUMINOUS PRIME COAT	GAL	200	\$3.00	\$ 600.00
AS603510	BITUMINOUS TACK COAT	GAL	185	\$3.00	\$ 555.00
TOTAL ESTIMATED ADDITIVE ALTERNATE 1 COSTRUCTION COST =					\$ 79,920.00

ATTACHMENT U

**RETAINER AGREEMENT
(see project i.)**

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **Aurora**, Illinois, this 24th day of Feb in the year 2013, by and between the **City of Aurora** (hereinafter referred to as the "Owner"), as Party of the First Part, and **Crawford, Murphy & Tilly, Inc.** (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

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

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

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

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

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

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

I. ENGINEERING SERVICES

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

(A.) The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects included in the above referenced development program.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents