

**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-5201; S.B.G. Project No. 3-17-SBGP-TBD; 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):

Replace Airfield Signage, Wind Cones, Runway 15 and 27 REILs, and Airport Rotating Beacon;  
Construct Runway Guard Lights at Runway 15/33

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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 150/5370-2G (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).

Under this agreement the Engineer will provide construction phase services as provided for herein. The proposed project will include the construction phase engineering services for the **Replace Airfield Signage, Wind Cones, Runway 15 and 27 REILs, and Airport Rotating Beacon; Construct Runway Guard Lights at Runway 15/33** at Aurora Municipal Airport generally as follows:

- I. General
  - a. Per the estimate of contract time, the manhour estimate for construction phase services is based on the contractor utilizing no more than 35 calendar days worked to complete construction on the project.
  - b. Anticipated May 1, 2026 start of contractor work and June 4, 2026 completion date.
  - c. No winter shut down is anticipated for this project.
  - d. Assume 9 hours per day worked by the contractor (use CMT 10 hours worked per day including travel time from CMT Aurora office).
  - e. Contractor work schedule of 5 days/week for 35 calendar day duration which yields 25 weekdays worked for base bid. Phase 3 (full airport closure for "bullseye") 3 calendar days of "second" shift/partial night work.
  - f. Engineering effort is based on anticipated working days as follows: 25 weekdays worked at onsite 10 hours/day for resident engineer, 7 weekdays worked at onsite 8 hours/day for assistant observer/electrical observer, Phase 3 (full airport closure) 3 "second" shift/partial night work at onsite 8 hours/day for assistant observer and FAA flight check includes 1 night at 6 hours for assistant observer.
  - g. All engineering effort is expected to be completed August 31, 2026.
  - h. The anticipated effort, scope and estimated manhours for each Task is defined within Attachments C, C-1, C-2 and C-3 contained within this contract.

**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 – not included this agreement**

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,

a cost plus a fixed payment of \$           **\$14,950.00**          

total amount not to exceed \$           **\$127,800.00**          

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 – not included this agreement**

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:

April 4, 2023  
(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 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.

\_\_\_\_\_ Date

  
\_\_\_\_\_ Sign Name

Douglas J. Klonowski, P.E.  
\_\_\_\_\_ Print Name

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

. (~~I am~~) (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: Millennia Professional Services

Subcontract Amount (\$): \$9,734.00

Prequalification Category	% of Work	DBE Certification
<u>Material testing</u>	<u>7.6</u>	<u>yes</u>
<u> </u>	<u> </u>	<u> </u>

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 **Aviation Group Manager/Associate and 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.

\_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_\_

BY 

Daniel L. Pape, PE, Aviation Group Manager  
Printed Name & Title

Crawford, Murphy & Tilly, Inc.  
Corporation

BY 

Douglas J. Klonowski, P.E. Vice President  
Printed Name & Title

**CERTIFICATION OF CAPACITY TO CONTRACT**

~~Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.~~

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

~~The undersigned, being each and every one of the 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)~~



**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, Illinois  
(Sponsor Name)

36-6005778  
(Federal Employee's Identification Number)

BY \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

BY \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title


ATTEST:

(SEAL)



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

37-0844662  
(Federal Employee's Identification Number)

BY   
Daniel L. Pape, PE, Aviation Group Manager  
Printed Name & Title

BY  PE  
Douglas J. Klonowski, P.E. Vice President  
Printed Name & Title

## LIST OF ATTACHMENTS

<b><u>ATTACHMENT A / A1</u></b>	<b>PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES</b> <b><u>ESTIMATE OF COSTS / SALARY EXPENSES</u></b>
<b><u>ATTACHMENT B / B1</u></b>	<b>DESIGN PHASE SERVICES</b> <b><u>ESTIMATE OF COSTS / SALARY EXPENSES</u></b>
<b><u>ATTACHMENT C / C1</u></b>	<b>CONSTRUCTION PHASE SERVICES</b> <b><u>ESTIMATE OF COSTS / SALARY EXPENSES</u></b>
<b><u>ATTACHMENT D / D1</u></b>	<b>PLANNING AND SPECIAL SERVICES</b> <b><u>ESTIMATE OF COSTS / SALARY EXPENSES</u></b>
<b><u>ATTACHMENT E</u></b>	<b>ENGINEERING REPORT (General Guidance)</b>
<b><u>ATTACHMENT F</u></b>	<b>RESIDENT ENGINEER'S DIARY (Standard Format)</b>
<b><u>ATTACHMENT G</u></b>	<b>COST PLUS FIXED PAYMENT INVOICE (Standard Format)</b>
<b><u>ATTACHMENT H</u></b>	<b>LUMP SUM INVOICE (Standard Format)</b>
<b><u>ATTACHMENT I</u></b>	<b>EFFORT DETAIL BREAKDOWN (Standard Format)</b>
<b><u>ATTACHMENT J</u></b>	<b>TESTING SCHEDULE</b>
<b><u>ATTACHMENT K</u></b>	<b>TESTING RATES &amp; COST SUMMARY</b>
<b><u>ATTACHMENT L</u></b>	<b>SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS</b>
<b><u>ATTACHMENT M</u></b>	<b>SUMMARY OF OVERHEAD AND INDIRECT COSTS</b>
<b><u>ATTACHMENT N</u></b>	<b>PROJECT CERTIFICATION</b>
<b><u>ATTACHMENT O</u></b>	<b>DBE FINAL DOCUMENTATION</b>
<b><u>ATTACHMENT P</u></b>	<b>PROJECT SKETCH</b>
<b><u>ATTACHMENT Q</u></b>	<b>PROJECT LETTING SCHEDULE</b>
<b><u>ATTACHMENT R</u></b>	<b>OP&amp;P PROGRAM LETTER</b>
<b><u>ATTACHMENT S</u></b>	<b>CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER</b>
<b><u>ATTACHMENT T</u></b>	<b>CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS</b>
<b><u>ATTACHMENT U</u></b>	<b>RETAINER AGREEMENT</b>

**ATTACHMENT A**

**PRELIMINARY DESIGN PHASE SERVICES – NOT INCLUDED WITHIN THIS AGREEMENT**

**ESTIMATE OF COSTS**

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

Estimated Number of Calendar Days: \_\_\_\_\_

Estimated Days of On-Site Resident Engineer Services: \_\_\_\_\_

**NOTES:**

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

**ATTACHMENT A-1**

**PRELIMINARY PHASE SERVICES – NOT INCLUDED WITHIN THIS AGREEMENT**

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Resident Engineer	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<hr/>			
<b>Total</b>	_____	_____	\$ _____
	(hours)	(average)	(total direct salary costs) (ATTACHMENT C)

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

ATTACHMENT C

**Aurora Municipal Airport**

**Replace Airfield Signage, Wind Cones, Runway 15 & 27 REILs & Airport Rotating Beacon;  
Construct Runway Guard Lights at Runway 15/33**

**Attachment C**  
Construction Phase  
ESTIMATE OF COSTS

<u>CATEGORY</u>		<u>AMOUNT</u>
1 <u>Direct Salary Costs</u>		\$38,222.62
2 <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	51.01%	\$19,497.36
3 <u>Direct Nonsalary Expenses</u>	114.14%	\$43,627.30
Lodging <sup>2,3</sup>		\$ -
Meals/Per Diem <sup>2,3</sup>		\$ -
Transportation <sup>2</sup>		\$ 1,239.00
Materials & Supplies		\$ -
Printing		\$ 442.00
CADD time <sup>4</sup>		\$ -
Other Costs (Excluding outside Services)		\$ 140.00
4 <u>Fixed Payment</u> <sup>5</sup>		\$14,950.00
5 <u>Outside Services/Subconsultants</u>		\$9,734.00
Millennia Professional Services (Material Testing)	\$9,734.00	
	Cost Plus Fixed Payment	
	<b>Total Amount Not to Exceed</b>	\$127,852.28
	<b>Use =</b>	\$127,800.00

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**

**ATTACHMENT C-1**

CONSTRUCTION PHASE

ESTIMATE OF SALARY EXPENSE

<u>CLASSIFICATION</u>	<u>TIME REQUIRED (HOURS)</u>	<u>HOURLY WAGE</u>	<u>SALARY EXPENSE</u>
Principal	65	\$80.71	\$5,246.15
Senior Principal	35	\$90.00	\$3,150.00
Project Manager	0	\$65.22	\$0.00
Civil Engineer	105	\$37.96	\$3,985.80
Project Civil Engineer	0	\$46.23	\$0.00
Senior Civil Engineer	411	\$55.61	\$22,855.71
Senior Civil Engineer 2	8	\$70.24	\$561.92
Project Technician	0	\$38.94	\$0.00
Senior Technician	48	\$50.48	\$2,423.04
Administrative Coordinator	0	\$29.96	\$0.00
		<b><i>AVERAGE</i></b>	
<b>TOTAL</b>	<b>672</b>	<b>\$56.88</b>	<b>\$38,222.62</b>

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

**ATTACHMENT C-2**

**Aurora Municipal Airport**

**Replace Airfield Signage, Wind Cones, Runway 15 & 27 REILs & Airport Rotating Beacon;  
Construct Runway Guard Lights at Runway 15/33**

**Attachment C-2**

Construction Phase

Estimated Cost Breakdown Items 4, 5, 6 & 7

**Item**

**4 MATERIALS AND SUPPLIES**

Surveying Supplies (paint, lathe, stakes, etc)			\$	-
Drafting Media			\$	-
Misc. Equipment and Direct Project Supplies			\$	-
		<b>Sub-Total</b>		<b>\$ -</b>

**5 TRAVEL**

Travel Reimbursement	1770 miles@	\$ 0.700	\$	1,239.00
Vehicle Days	days@	\$ 65.00	\$	-
Other Subsistence & Tolls	days@		\$	-
		<b>Sub-Total</b>		<b>\$ 1,239.00</b>

**6 PRINTING**

Full Size Prints (26 sheets - 5 sets)	130 sheets@	\$ 2.40	\$	312.00
Photo-copies	650 sheets@	\$ 0.20	\$	130.00
		<b>Sub-Total</b>		<b>\$ 442.00</b>

**7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)**

Photos/Developing			\$	-
Direct Project Shipping Expense			\$	140.00
Unassigned Misc Project Direct Expense			\$	-
		<b>Sub-Total</b>		<b>\$ 140.00</b>

**TOTAL = \$ 1,821.00**

**ATTACHMENT C-3**

**Aurora Municipal Airport**

Replace Airfield Signage, Wind Cones, Runway 15 & 27 REILs & Airport Rotating Beacon; Construct Runway Guard Lights at Runway 15/33

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

Phase #	Element of Work	Hours	Avg. Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Senior Principal	Project Manager	Civil Engineer	Project Civil Engineer	Senior Civil Engineer	Senior Civil Engineer 2	Project Technician	Senior Technician	Administrative Coordinator
<b>Construction Phase</b>															
6000	Office Engineering (per C.1)	160	\$64.72	\$10,355.12	27.09%	55	7	0	13	0	67	8	0	10	0
	6001 Project Management	14	\$80.71	\$1,129.94	2.96%	14	0	0	0	0	0	0	0	0	0
	6002 Airport and IDA Coordination	19	\$67.65	\$1,285.26	3.36%	5	3	0	0	0	11	0	0	0	0
	6003 Periodic Site Reviews (1 visit every 2 weeks - 6 hrs per visit)/Weekly Construction Meetings	18	\$80.71	\$1,452.78	3.80%	18	0	0	0	0	0	0	0	0	0
	6004 Project Engineer/Resident Engineer Coordination and technical assistance	8	\$70.48	\$563.86	1.48%	2	2	0	0	0	4	0	0	0	0
	6005 Subconsultant Coordination and Management	10	\$75.69	\$756.90	1.98%	8	0	0	0	0	2	0	0	0	0
	6006 Shop Drawing/Materials/Mix Design Review and IDA Coordination (per C.1.a); Prepare Submittal Log	36	\$56.85	\$2,046.58	5.35%	0	2	0	8	0	18	8	0	0	0
	6007 Contractor progress schedule review and IDA coordination	7	\$59.20	\$414.37	1.08%	1	0	0	0	0	6	0	0	0	0
	6008 Respond to Request for Information and Supplemental Sketches (per C.1.b)	9	\$58.40	\$525.59	1.38%	1	0	0	0	0	8	0	0	0	0
	6009 Correspondence with contractor, IDA and/or FAA	8	\$61.89	\$495.08	1.30%	2	0	0	0	0	6	0	0	0	0
	6010 Coordination of NOTAM's etc. with Airport Operations; Coordination of airfield operational impacts/pavement closures and development of necessary Phasing exhibits	14	\$51.95	\$727.36	1.90%	2	0	0	4	0	2	0	0	6	0
	6011 Provide Contractor with AutoCADD drawings for site staking/elevations and layout	5	\$47.98	\$239.88	0.63%	0	0	0	1	0	0	0	0	4	0
	6012 Preliminary review of AER260A and BC261; IDA coordination	4	\$55.61	\$222.44	0.58%	0	0	0	0	0	4	0	0	0	0
	6013 Preliminary review of Safety Plan Compliance Document/ Coordination with Airport	4	\$61.89	\$247.54	0.65%	1	0	0	0	0	3	0	0	0	0
	6014 FAA Reimbursable Agreement Coordination and FAA Flight Check Coordination for REIL Commissioning	4	\$61.89	\$247.54	0.65%	1	0	0	0	0	3	0	0	0	0
	6015 SWPPP Submittal/NPDES Permit/NQI	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
6020	PreConstruction Preparation/Services	32	\$51.66	\$1,653.22	4.33%	2	0	0	10	0	20	0	0	0	0
	6021 PreConstruction Conference Preparation/Meeting & Construction Start Coordination	8	\$57.47	\$459.78	1.20%	2	0	0	2	0	4	0	0	0	0
	6022 Site visit with Contractor for existing condition documentation and review proposed improvements in the field	16	\$46.79	\$748.56	1.96%	0	0	0	8	0	8	0	0	0	0
	6023 Preconstruction field utility location meeting coordination/site visit for JULIE locates	8	\$55.61	\$444.88	1.16%	0	0	0	0	0	8	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	0
6040	Surveying/Layout/Project Control	35	\$52.22	\$1,827.81	4.78%	1	0	0	0	0	6	0	0	28	0
6050	Resident Engineer/Assistants (per C.2) - Onsite Observation	354	\$53.38	\$18,894.78	49.43%	0	16	0	76	0	262	0	0	0	0
	6051 Full Time Daily Construction Observation (Full-Time Resident Engineer for 25 working days at 10 hours/day, Assistant/electrical construction observer for 7 working days at 8 hours/day, Phase 3 construction observer 3 "second" shift/partial nights at 8 hours/night and REIL flight check 1 weeknight 6 hours/day construction observer)	336	\$53.57	\$17,999.70	47.09%	0	16	0	70	0	250	0	0	0	0
	6052 Coordination/Perform Wage Rate Interviews & Follow-up Info-Gather	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	6053 Monitor & Update Grant Financial Status (APMS) or Other Project Cost Allocations	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	6054 Monitor DBE Participation	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	6055 Materials Review/Certification and Coordination (per C.1.d)	18	\$49.73	\$895.08	2.34%	0	0	0	6	0	12	0	0	0	0
6060	Quality Assurance Engineer Effort (Pre-pave meetings, test batch/strip) (401/403 Paving - 1 partial day Test Strip, 4 full time days paving)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
6070	Utility Coordination, Relocation, Protection Effort	4	\$55.61	\$222.44	0.58%	0	0	0	0	0	4	0	0	0	0
6080	Post Construction Services	87	\$60.57	\$5,269.25	13.79%	7	12	0	6	0	52	0	0	10	0
	6081 Final Inspection and Follow-up Action (per C.2.d)	18	\$67.07	\$1,207.32	3.16%	0	6	0	0	0	12	0	0	0	0
	6082 Punchlist Completion/Project Closeout	26	\$65.48	\$1,702.40	4.45%	2	6	0	0	0	18	0	0	0	0
	6083 Development of Record Drawings (per C.1.c)	15	\$52.19	\$782.85	2.05%	0	0	0	0	0	5	0	0	10	0
	6084 Construction Documentation Close Out/Audit Review	11	\$57.89	\$636.81	1.67%	1	0	0	0	0	10	0	0	0	0
	6085 Coordination of Contractor Payroll and Contractor DBE/EEO Review & IDA Coordination	8	\$42.37	\$338.98	0.89%	0	0	0	6	0	2	0	0	0	0
	6086 Technical Assistance during grant close-out; AER-2030 Airport Construction Phase Closeout Report; Sponsor reimbursement assistance	9	\$66.77	\$600.89	1.57%	4	0	0	0	0	5	0	0	0	0
<b>Totals</b>		<b>672</b>	<b>\$56.88</b>	<b>\$38,222.62</b>	<b>100.00%</b>	<b>65</b>	<b>35</b>	<b>0</b>	<b>105</b>	<b>0</b>	<b>411</b>	<b>8</b>	<b>0</b>	<b>48</b>	<b>0</b>

Estimating Information and Data:	
- Estimated 35 Calendar days. 5 Weeks Construction @ 5 working days/week = 25 weekdays Contractor on-site.	- Based on Scope, Assume Full-Time Resident Engineer for 25 working days at 10 hours/day, Electrical/Assistant construction observer for 7 working days at 8 hours/day.
- Assume 9 hours per weekday worked by the Contractor (use CMT 10 hours worked per day including travel time from CMT Aurora office).	- Based on Scope and Sequence Plan Phase 3 includes "second" shift/partial night work due to entire airport closure - construction observer 3 second shift/partial night at 8 hours/day.
- No winter shutdown anticipated.	- Based on Scope and past experience FAA flight check for REIL commissioning, assume construction observer for 1 weeknight at 6 hours

**ATTACHMENT D**

**SPECIAL SERVICES – NOT INCLUDED WITHIN THIS AGREEMENT**

**ESTIMATE OF COSTS**

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

Estimated Number of Calendar Days: \_\_\_\_\_

Estimated Days of On-Site Resident Engineer Services: \_\_\_\_\_

**NOTES:**

- 6/ 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.
- 7/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 8/ Shall not be used in calculation of fixed payment amount.
- 9/ Maximum CADD rate shall be \$15.00/hour.
- 10/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT D-1**

**SPECIAL SERVICES – NOT INCLUDED WITHIN THIS AGREEMENT**

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Resident Engineer	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<b>Total</b>	_____	_____	_____
	(hours)	(average)	\$ (total direct salary costs) (ATTACHMENT C)

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

## ATTACHMENT E

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

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, 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 J**  
**(see Millennia Proposal, 7 pages)**

**TESTING SCHEDULE**

Testing Schedule

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.



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23-October-2025

Crawford, Murphy & Tilly, Inc.  
550 N Commons Dr, Suite 116  
Aurora, IL 60504

Attn: Sheue Torng Lee, P.E., *Project Engineer*

Proposal Number: 25675

Re: Quality Assurance and Material Testing Services  
Aurora Municipal Airport – *Replace Airfield Signage, Wind Cones, Runway 15 and 27 REILs, and Airport Rotating Beacon; Construct Runway Guard Lights at Runway 15/33 IL Project ARR-5201, Aurora IL*

Dear Sheue:

We, at Millennia Professional Services, are happy to submit our proposal for the Quality Assurance and Material Testing portion of the above project. We have provided an estimated based on Time and Expense, not-to-exceed the provided total cost based on the scope outlined in the RFP. Total costs will be intrinsically tied to the final schedule of the project. At the time this proposal was prepared, no final schedule was available. This proposal assumes no weekend work and/or no night work. It is assumed by Millennia Professional Services that the client will provide access, permits and necessary training to Millennia's personnel in order to perform their duties in controlled areas. We have assumed that our scope of work will include the testing and inspection of concrete during the construction phase. Details on the scope of work can be found in the following sections. It is noted that the project will start on May of 2026 and to be completed within 27 calendar days.

Millennia Professional Services is a Minority Owned business (MBE) and Disadvantage Business Enterprise (DBE) with the State of Illinois, City of Chicago and other agencies/municipalities. Our services for this project include but are not limited to those outlined in the attached fee schedule. It is difficult to estimate the number of hours required as our work is dependent on the work of other trades. Depending on the final schedule and the contractor's productivity, additional overtime might be needed. We did NOT assume the role of Quality Manager, however, if this is required, we would be happy to adjust this proposal to that effect.



## **Scope of Work:**

### **AR610 Structural Concrete**

- Provide a technician to undertake Structure Concrete testing (air, slump and compressive strength) per ASTM C31, ASTM C143, ASTM C234 and ASTM C39 and make a total of 4 cylinders per day.
- It is estimated that six (6) 4-hour site visits will be needed for this item.
- Pickup, transport and perform compressive strength testing in all cylinders at the appropriate ages. Two (2) hours per day have been allocated to complete the pick up and transportation of samples from the site to the laboratory.

We will provide experienced and trained field technicians on an as requested basis during the construction of the project. All our technicians are members of, and we are signatory to the International Union of Operating Engineers (IUOE), Local 150. Overtime (1.5 X normal rate) will be charged for work over 8 hours per day, 40 hours per week or weekend works. Charges for travel time will be charged portal to portal from our Downers Grove, IL office 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. The cost of project management has been included as a separate line item. Typically, 4hrs per 40 man-hrs of Project Management are needed for reporting and technical assistance to the field technicians. In general, 2hrs to 6hrs per month of administrative work are needed in order to complete invoicing submittals and additional agency documentation. The rates for field personnel further than 2026 will be dependent of the labor Agreement with Local 150. Please note that Millennia does not accept *pay-when-paid* contracts or retainage; as professional services, we expect prompt payment from our clients. Please refer to the attached *Terms and Conditions* for additional details.

Millennia asks that field inspection requests be placed not later than 3:00 PM the day before the planned field activities by calling our Construction Materials Manager. MPS personnel will report to the job site in a diligent manner prior to the start of work. For scheduling of inspectors, please contact us at via email to [mps.scheduler@millennia.pro](mailto:mps.scheduler@millennia.pro) or by calling the office at 630-705-0110.

For this project, we have estimated a budget of **\$9,734.00**. Note that the final budget should be agreed upon before proceeding. Additionally, the budget estimate is dependent on contractor productivity and efficiency as well as environmental and external factors not in control of Millennia Professional Services Ltd. and they can impact the estimated budget. All work will be performed in accordance with the attached General Conditions and invoiced at the rates at time the services are provided. Labor rates provided in this proposal are based on the current union collective bargaining agreement and non-prevailing wage rates.



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We appreciate the opportunity of providing our fees for this project and we look forward to working together. If there are any questions regarding the information submitted herein, please contact us.

Respectfully,

Andrés Matos, P.E.  
Project Manager

**Accepted:**

By \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# QA MATERIAL TESTING ESTIMATE



**MILLENNIA PROFESSIONAL SERVICES**  
PH (630) 705-0110

**Client:** CMT  
**Project:** Aurora Municipal Airport (ARR-5201)  
**Proposal #:** 25675  
**Date:** 23-Oct-25  
**Description:** As requested field and laboratory testing.

## SCOPE OF SERVICES:

IDOT Certified QC/QA PCC Level I/II Local 150 Technician(s) will perform the on-site field testing, which includes but is not limited to slump tests, air content tests, making and curing concrete cylinder specimens or beams, and the preparation of field documentation. Vehicle usage will be invoiced per day, including cylinder or beam pick-up and/or trips directly associated with the project. Local 150 field technician(s) will be utilized, and the contractor will be invoiced under the Drillers and Field Technicians Agreement. Laboratory work is included in this proposal. Please refer to the proposal details in the previous pages.

WORK DESCRIPTION & ESTIMATE	QUANTITY	UNIT	PRICE	TOTALS
<b>Field and Construction</b>				
Senior Special Inspector - 2026, Daywork	48	Hour	\$ 128.00	\$ 6,144.00
Senior Special Inspector - 2026, Overtime, Estimated	0	Hour	\$ 192.00	\$ -
<b>Laboratory Testing and Equipment</b>				
Concrete Test Cylinders (6x12 or 4x8), estimated	24	Each	\$ 30.00	\$ 720.00
Mobilization	12	Day	\$ 100.00	\$ 1,200.00
Mileage	300	Mile	\$ 0.70	\$ 210.00
<b>Project Management and Administration</b>				
Project Manager - Site Visits, Report Review, Tech. Supervision, mgmt, etc.	8	Hour	\$ 160.00	\$ 1,280.00
Administrative Assistant - Certified Payroll/LCP Tracking/Billing/Admin	2	Hour	\$ 90.00	\$ 180.00
<b>TOTAL ESTIMATE</b>				<b>\$ 9,734.00</b>



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## GENERAL TERMS AND CONDITIONS

**SECTION 1: SCOPE OF WORK:** Millennia Professional Services LTD. (MPS) 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. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. MPS 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. MPS can perform additional work with prior authorization, and will provide confirmation of fees. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Although fees are valid for one year, updates and changes can be made to ensure the fees are aligned with any updated union agreements. Initiation of services by MPS pursuant to this proposal will incorporate these terms and conditions.

The presence of MPS representatives on site will be for the sole purpose as defined in the scope of work for the project. MPS personnel will perform observation and testing and no actions from MPS personnel should be interpreted as supervision or direction of work. The presence of MPS representatives or the execution of its responsibilities does not excuse the contractor's responsibility in regards to defects or quality of the work performed by the contractor. In general accordance with the International Building Code (IBC 2020), in no way shape or form the testing agent, in this case MPS, is responsible or able to accept or reject work or materials.

**SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS:** Unless otherwise agreed, the Client will furnish MPS with right-of-access to the site in order to perform the work. Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

Any cost associated with access to the area to be observed, tested, or inspected will be absorbed by the client not limited to safety training, specialty safety equipment, specialized vehicles, etc. MPS reserves the right to not access the area to be inspected or tested if the access provided represents a hazard to the the MPS representative on site. Any hazardous or dangerous condition will be noted in MPS field reports and communicated to the client. The lack of safe and secure access to the site or areas to be tested is not a condition of payment.

**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 MPS with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. MPS 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. MPS reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to MPS prior to the date of this contract.

**SECTION 4: UTILITIES:** In the performance of its work, MPS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. MPS will not be held responsible for hitting utilities not marked by the standard JULIE locator. If a private utility locate is desired, the client must inform MPS prior to the start of the work and the associated cost will be added to the proposal. Similarly, MPS will take all reasonable precautions to avoid damage to the landscape areas. However, due to the nature of the work and the equipment used, MPS will not be held responsible for repairs to landscape areas.

**SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the owner, the Client, or their representative to advise MPS 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 MPS 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 MPS employees, agents or subcontractors. The client is also responsible for notifying MPS about any environmental remediation performed within the limits of the project site. MPS will not be held responsible for the damage, puncture or alteration to covers, liners, geomembranes or any other built containment or remediation structure not marked and/or not disclosed to MPS in writing.



**SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS:** MPS 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:** MPS will furnish three copies of the report to the Client. The Client will be billed for any additional copies requested. MPS will submit invoices to the Client monthly and a final bill upon completion of services. The client has 10 days to review and contest the invoice for perceived discrepancies. After the 10 days, it will be mutually understood that the invoice is correct and will be paid by the client in accordance with the clauses in these terms and conditions and the applicable contract. The client's failure to provide accurate billing information and contacts does not relieve them from the payment responsibility. The client must not delay payment to MPS due to delays in permits, scheduling, or other reasons outside of MPS's control. Payment for MPS's services is and shall not be contingent upon the testing results.

For any unpaid invoices after 30 days, the client agrees to pay a finance charge of 2% per month with a minimum charge of \$100.00 or the maximum allowable by the law in the State of Illinois, where MPS is located. Any attorney fees, collection fees, or other costs incurred by MPS in the attempt to collect the outstanding balance, will be paid by the client. MPS reserves the right to terminate the services, without limiting its rights or affecting any part or parts of this document, due to the client's inability or unwillingness to pay. MPS may limit access to reports pending resolution of payment. Future work could be conditioned to the client's payment history.

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

**SECTION 9: CONFIDENTIALITY:** MPS 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". MPS 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 MPS against claims or liabilities arising from performance of services under this agreement. MPS'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 MPS 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 MPS and that the data, interpretations and recommendations of MPS are based solely upon the data available to MPS. MPS will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.



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**SECTION 11: SAFETY:** MPS has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. MPS personnel will adhere to these procedures, as site conditions require. MPS is not responsible or liable for injuries or damage incurred by third parties who are not employees of MPS. During construction inspection and material testing visits, MPS personnel will abide by the contractor's health and safety plan for the site. MPS shall not carry any responsibility for or be in charge of any aspect of the erection or construction of any scaffolds, ladders, supports or similar mechanical or stationery or safety devices. The client agrees to provide a safe working area for MPS personnel in general accordance with local, State and Federal regulations as stated in the OSHA regulations. MPS reserves the right to delay or temporarily or permanently suspend its work on site due to safety concerns.

It is understood that MPS 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 MPS to subpoenas issued by any party other than MPS 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: INSURANCE:** MPS 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, MPS agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of MPS, its employees, agents, subcontractors and their employees and agents. MPS 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 MPS.

**SECTION 14: INDEMNITY:** The Client acknowledges that MPS 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. Client and MPS 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 15: SAMPLES:** MPS will retain all soil and rock samples that are transported to MPS laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request. Concrete samples will be retained by MPS for 90 days after the specified F'c age. MPS reserve the right to discard any samples after the above timeframes without further notification to the client. If samples are to be stored for a longer period, it is the sole responsibility of the client to coordinate with MPS.

**SECTION 16: 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 17: 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. In the event of termination, MPS 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 MPS 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 18: 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 MPS's services





**ATTACHMENT M (Required)**

**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

**CRAWFORD, MURPHY & TILLY, INC.  
SUMMARY OF INDIRECT OVERHEAD COST  
AUDITED CALENDAR YEAR 2024  
AND PROVISIONAL 2024/2025**

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS
<b><u>PAYROLL BURDEN AND FRINGE BENEFITS</u></b>		
6151	FICA Tax	12.52%
6102, 6103, 6170	Paid Time Off (Vacation, Holidays and Sick Leave)	17.16%
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	10.47%
6159, 6160	Employee Retirement Plan Contributions	10.86%
		<u>51.01%</u>
<b><u>GENERAL &amp; ADMINISTRATIVE OVERHEAD EXPENSE</u></b>		
6104-6120	Indirect Salaries - Not Allocable to Projects	71.92%
6222, 6224	Miscellaneous Taxes	1.07%
6231	Professional Fees	3.11%
6251	Rent	7.91%
6252	Utilities	0.49%
6271	Telephone & Data	1.48%
6253-6255	Maintenance, Repairs & Supplies	1.31%
6261-6265	Office Supplies, Shipping & Reproduction	0.55%
6281, 6284	Seminars, Registration & Education	2.46%
6291,92,95,6321-23,	Travel & Vehicle Expense	3.76%
6331, 6332	Business Insurance	2.81%
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	0.91%
6366, 6367, 6368	Computer Expense & Supplies	12.56%
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	0.53%
6401+COFC	Depreciation & Cost of Facilities Capital (0.56%)	3.27%
		<u>114.14%</u>
	<b>TOTAL OVERHEAD</b>	<u><b>165.15%</b></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 \_\_\_\_\_

**DBE Subconsultant**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

**Subject**

Airport \_\_\_\_\_  
Illinois Project No. \_\_\_\_\_  
Federal Project No. \_\_\_\_\_

**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.			
<b>Totals</b>			

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 Q**

**PROJECT LETTING SCHEDULE**

**(not applicable)**

## ATTACHMENT R

### OP&P PROGRAM LETTER



## Illinois Department of Transportation

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

July 1, 2024

Mr. Stephen Andras  
Aurora Municipal Airport  
43 W 636 US Highway 30  
Aurora, IL 60554

Mr. Andras,

The Illinois Department of Transportation's 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.

This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation. Federal shares typically range from 70% to 95%, per federal statute. The State and Local match will be split equally for all portions of projects which are deemed eligible for Federal funding. All other portions deemed ineligible for Federal funds must be funded with additional Local match without State participation.

Funding for the Illinois AIP is dependent upon receipt of Federal funds and legislative authorization of state appropriations. **In the event the Illinois General Assembly fails to appropriate funds or the appropriated funds are insufficient, the Airport Sponsor must pay the State and Local match as itemized below, including any amount which exceeds the total project cost.**

Proposed development and land acquisition projects must be shown on an approved and current Airport Layout Plan (ALP) and Exhibit "A" Airport Property Inventory Map and must have cleared IDOT and FAA environmental processing. Land acquisition projects must also have already acquired the land or have a signed purchase agreement.

For projects seeking FAA Discretionary funds, these requirements must be completed and evidence of FAA approval must be provided to IDOT Division of Aeronautics (Aeronautics) by **September 30, 2024** and for all other projects by December 1, 2024.

IDOT (GRANTOR) and the airport Sponsor (GRANTEE) hereby agree that they will pay the below stated amounts of all project costs. GRANTEES are responsible for all planning, environmental, and design services costs prior to project letting and may seek reimbursement within the project at the time of award. **In addition, the GRANTEE must pay such additional project costs which exceed the sum of the GRANTOR's and the FAA's funds, as are herein committed for this Project.**

The project detailed herein was selected for your airport from project requests submitted to Aeronautics after holding Transportation Improvement Program (TIP) meetings. AIP projects were selected based on the FAA's National Priority System, as well as other state and local priorities. Bipartisan Infrastructure Law (BIL) projects are selected based upon airport Sponsor requests, eligibility, and available funds. IDOT programmed the following project for your airport to be included in the Fiscal Year (FY) 2025 Proposed AIP:

---

The project "**Replace Airfield Signage, Wind Cones, Runway 15 & 27 Runway End Identifier Lights, & Airport Rotating Beacon**" will be funded as follows:

State Apportionment	\$470,000
Federal Entitlement	\$150,000
Federal BIL	\$91,000
State Match	\$39,500
Local Match	\$39,500
<hr/>	<hr/>
Total Project Cost	\$790,000

**\*If this project is seeking AIP Federal Discretionary Funds from the Federal Aviation Administration (FAA) until such time the funds are received by the Department this project is not guaranteed.**

**BIL funding will be announced in the beginning of the Federal FY. As such, if a project is programmed with FY 2025 BIL Funds, those funds are not available at the time of issuing this letter. Programmed FY 2025 BIL funds are an estimate based upon the previous FY funding for the airport. BIL funds may vary in amounts slightly from year to year.**

**If additional funds are deemed necessary post award, an amendment to the Grant Agreement must be developed and approved by the GRANTOR before any additional funding may be allocated.**

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The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility of professional services for state and federal funding participation, you are required to satisfy the qualifications based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development provided all state and federal requirements have been met. It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

**ATTACHMENT S**

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



**Illinois Department of Transportation**

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 21, 2025

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Roger Driskell  
CRAWFORD, MURPHY, & TILLY, INC.  
2750 West Washington Street  
Springfield, IL 62702

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be \$105,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 165.15% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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, 2025. 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,  
Jack Elston, P.E.  
Bureau Chief  
Bureau of Design and Environment

**ATTACHMENT T**

**CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS**

(not applicable)

**ATTACHMENT U**

**RETAINER AGREEMENT  
(see Project No. 4)**

**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT made at Aurora, Illinois, this 4<sup>th</sup> day of April in the year 2023 by and between the City of Aurora (hereinafter referred to as the "Owner"), as Party of the First Part, and Crawford, Murphy & Tilly, Inc. (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

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

WHEREAS, the development program shall include projects described as:

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

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

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

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