RESOLUTION 2022-055 **PASSED: JUNE 27, 2022**

AWARDING A THREE-YEAR RETAINER AGREEMENT BETWEEN THE CITY OF DEKALB AND CRAWFORD, MURPHY & TILLY, INC. FOR PROFESSIONAL AIRPORT CONSULTING SERVICES AT THE DEKALB TAYLOR MUNICIPAL AIRPORT.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, on July 10, 2017, the City's corporate authorities adopted Resolution 2017-086, which approved a five-year retainer agreement with Crawford, Murphy & Tilly, Inc. ("Contractor") for airport consulting services; and

WHEREAS, City Staff published a request for qualifications for airport consulting services, identified Contractor as the lowest responsible bidder, and negotiated a three (3) year retainer agreement with Contractor in the form attached hereto and incorporated hereto as Exhibit A (the "Retainer Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Retainer Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve the Retainer Agreement with Crawford, Murphy & Tilly, Inc. for airport consulting services at the Contractor's standard schedule of hourly charges in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, subject to such changes as shall be acceptable to the City Manager, and further authorize and direct the City Manager to execute, and the Executive Assistant to attest, the Retainer Agreement on the City's behalf, and for the City Manager to take all necessary actions to effect the Retainer Agreement.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of June 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.

CITY OF DEKALB STATE OF ILLINOIS

COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **DeKalb** Illinois, this **27th** day of **June** in the year 20**22**, by and between the **City of DeKalb** (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 **DeKalb Taylor Municipal Airport** located in Latitude **41°56'02"N**, Longitude **88°42'20" W**, in **DeKalb** County, State of Illinois; and

WHEREAS, the development program shall include projects described as:

1. Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
2. Rehabilitate Runway 09/27
3. Rehabilitate Taxiway B
4. Rehabilitate T-Hangar Pavements Phase 3
5. Professional Services associated with Acquiring a Fuel Truck
6. Professional Services associated with Acquiring Snow Removal Equipment
7. Rehabilitate Runway Circuit Lighting and Signage
8. Reimbursement for Purchase of SRE Building
9. Replace Perimeter Fencing
10. Rehabilitate Taxiway A
11. Expand the Large Aircraft Parking Apron
12. Professional Services associated with Acquiring Acreage for Expansion
13. Airport Utility Relocation Phase 1
14. Enlarge 1st Detention Basin & Construct 2nd Detention Basin Phase II
15. Relocate a Portion of Pleasant Street
16. Professional Services associated with Airport Utility Relocation Phase II
17. Preparation of Updates to the Airport Layout Plan and Exhibit "A" Property Line Map and Preparation of the Environmental Assessment Documents
18. Professional Services associated with Land or Easement Acquisition
19. Design and Construction of Utility Relocations/Extensions

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

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

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

I. ENGINEERING SERVICES

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

(A.) The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects

included in the above referenced development program.

2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the above referenced development program.

3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.

4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

(B.) The Preliminary Phase

1. Office Engineering

a. Provide the Owner when requested, all elements required for the Preapplication for Federal Assistance ready for signature of the Owner and submittal to the Division.

b. Preparation of elementary sketches and supplementary sketches required to achieve State and/or Federal budgeting.

(C.) The Design, Special Services and Construction Phases

1. Upon completion of the programming and budgeting of all or any part of the above reference development program, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the above referenced development program which are to be funded under a specific project. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

A. The Owner agrees to pay the Engineer for services rendered associated with the development of the **DeKalb Taylor Municipal Airport** as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on the attached Schedule of Charges and the actual time expended in performing the services.

The invoices shall be submitted by the Engineer and shall detail the services performed, an employee number and classification of the person performing the service. If any services are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall be reimbursed at his actual cost for obtaining these services.

B. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner.

III. SPECIAL CONDITIONS

A. It is further mutually agreed by the parties hereto that all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the above referenced development program under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.

C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the projects included in the above referenced development program.

E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order NO. 11246, "Equal Employment Opportunity," as amended.

F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same.

B. During the performance of this contract, the Engineer, for itself, its assignees and successor in interest agrees as follows:

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

2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

3. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

4. In the event of the Engineer's noncompliance with the nondiscrimination provisions of the contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -

   (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or

   (b) cancellation, termination or suspension of the contract, in whole or in part.

5. The Engineer shall include the provisions of Paragraphs 1 through 4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

C. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at **DeKalb**, Illinois, this **27th** **day of** **June**, 20**22**.

ATTEST:

(SEAL)

City of DeKalb

36-6005843
(Federal Employee's Identification Number)

BY

Ruth A. Scott, Executive Asst.
~~Paula Bollen, City Clerk~~
Printed Name & Title

BY

Cohen Barnes, Mayor
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

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

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT
ILLINOIS REVISED STATUTES - CHAPTER 127

132.11-1. Contracts with State Officers or Employees -
Prohibition - Exceptions - Penalty

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

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7-1/2% 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 more than $2,500.

Amended by P.A. 79-779, 1, eff. October 1, 1975.

Amended by P.A. 82-622, 16, eff. January 1, 1982.

CERTIFICATION OF CAPACITY TO CONTRACT

Section 11.1 of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.11-1), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section 11.1 or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

The undersigned, being the duly authorized representative of Crawford, Murphy and Tilly, Inc., a corporation, hereby certify that they have read Section 11.1 of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7-1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

27th day of **June**, AD, 20**22**

Crawford, Murphy & Tilly, Inc.
Corporation

Corporate Seal

CRAWFORD, MURPHY & TILLY, INC.
CORPORATE
SEAL
1963
DELAWARE

BY

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

CERTIFICATION OF ENGINEER

I hereby certify that I am the Vice President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 W. Washington Street, Springfield, Illinois, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

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

The firm certifies by execution of page 8 that:

(a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

(b) it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

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

Date: **June 27, 2022**

Crawford, Murphy & Tilly, Inc.

By: Douglas J. Klonowski, PE

Douglas J. Klonowski, PE, Vice President

ATTACHMENT A

2022 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.

Classification	Regular Rate
Principal	$ 245
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	$ 235
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 205
Sr. Structural Engineer II Sr. Architect II	$ 190
Sr. Technician II	$ 170
Aerial Mapping Specialist	$ 165
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 165
Technical Manager II Environmental Scientist III	$ 150
Sr. Technician I	$ 145
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 145
Environmental Scientist II Technician II	$ 125
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 105
Administrative/Accounting Assistant	$ 70

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2023.

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

Subconsultant services furnished to CMT by another company will be invoiced at actual cost.

For Services provided under Section I, Paragraph C:

In consultation with the Owner and Illinois Department of Transportation – Division of Aeronautics (IDA), an Agreement for Engineering Services covering the specifically defined parts of the development program which are being funded under a programmed project will be developed utilizing IDA's Standard form of agreement and presented for review and execution. The Agreement(s) will cover Design Phase Engineering, Special Services Phase Engineering and/or Construction Phase Engineering Services of the specific project, as appropriate.

ATTACHMENT A (CONT.)

CRAWFORD, MURPHY AND TILLY, INC.
STANDARD DIRECT COST RATES
January 1, 2022

ITEM	COST / ITEM
Subsistence:	
Per Diem	$46.00
Quarter Day (Breakfast)	$10.00
Quarter Day (Supper)	$32.00
Metropolitan Area (per diem)	*per* www.gsa.gov/perdiem
Lodging (at cost plus taxes)	at actual cost
Transportation:	
CMT Owned or Employee Vehicle Mileage (2022 IRS rate)	$ 0.585/mile
Vehicle Day Charge - Construction (when included in contract)	$65/day
Reproduction Charges:	
Aerial Photos, or Custom Reproductions	at actual cost*
8 1/2" x 11" Copies (including Collating & Binding)	$ 0.15 each*
8 1/2" x 14" Copies (including Collating & Binding)	$ 0.15 each*
11" x 17" Copies (including Collating & Binding)	$ 0.20 each*
Bond Prints	$ 0.40/sq. ft.*
Vellum Prints	$ 0.60/sq. ft.*.
Photo Paper for Public Exhibits	$ 200/roll*
Mylar Prints	$ 1.50/sq. ft.*
*approx. external cost (in house copies at no charge)	
Other:	
UPS Delivery	at actual cost
Aerial photos scanned	at actual cost
Other Direct Expenses	at actual cost

Direct costs are at actual cost documented by vendor invoices or employee expense reports.

ATTACHMENT B

A copy of the Request for Proposal from the City of DeKalb is attached as Attachment B.

Request for Statements of Qualification
for
Airport Consulting Services

The City of DeKalb, Illinois is soliciting statements of qualifications to have a professional airport planning, engineering, and architectural firm available to contract services related the operational needs of the DeKalb Taylor Municipal Airport (KDKB). This request for statements of qualification will lead to the selection of a qualified firm to provide consulting services for airport improvements for a period not to exceed three years.

Anticipated Projects

Subject to receipt of grant funding, design, construction, and special services related to the following projects may be included:

- Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
- Rehabilitate Runway 09/27 - PCI values between 48 and 52 in 2020 - mill, crack fill, overlay runway and lead-tos, shoulder grading, seeding, runway lights height adjustment, pavement marking; Est. cost: $2.64M
- Rehabilitate Taxiway B - PCI values between 29 and 50 in 2020 - mill, crack fill, overlay meeting R09/27 lead-tos, shoulder grading, seeding, taxiway lights height adjustment, pavement marking; Est. cost: $1.48M
- Rehabilitate T-hangar pavements-Phase 3 - PCIs ranging from 34 to 56 - mill, crack fill, overlay pavements, pavement marking; Est. cost: $476,000
- Professional services associated with acquiring Fuel Truck; Est. cost $400,000
- Professional services associated with acquiring Snow Removal Equipment - Runway Broom; Est. cost $650,000
- Rehabilitate Runway Circuit Lighting and Signage IAW Master Signage Plan- remove current signage, rewire, remove/replace concrete footings, install new signs; Est. cost $1.5M
- Reimbursement for Purchase of SRE Building-Phases 1-4 - Reimbursement for purchase of Frontier Buidling to serve as SRE building; IDOA determined 65% of Building would be eligible for AIP Funding in multi-years.; Est. cost: $600K
- Replace Perimeter Fencing-Phases 1-4 - Rplc existing 4' perimeter fence w/10' Class E, chain link fence as rec.by Wildlife Study; remove existing, install new footings, bury deterrent cloth, install fence; Est. cost: $7M
- Rehabilitate Taxiway A - PCI values btwn 39 and 55 in 2020 - mill, crack fill, overlay meeting R09/27 lead-tos, shoulder grading, seeding, taxiway lights height adjustment, pavement marking; Est. cost: $675,000
- Expand the large aircraft parking apron - clear, install sub-base, base and top concrete layers, grading, seeding, pavement marking; Est. cost $1.5M
- Professional services associated with acquiring acreage for expansion-47ac/Winter, 25ac/Faivre, 32ac/Larson; Est. cost: $4,527,000
- Airport Utility Relocation-Phase I - Develop prelim. plan sheet showing location of all existing utilities on airport and prelim. layouts of needed utility relocations to accommodate future airport developments; Est. cost: $80,000
- Enlarge 1st detention basin & const. 2nd basin-Phase II - Enlarge 1st detention basin, construction of 2nd detention basin in frontal area. Both basins will flow to existing basin along Loves Rd. Est. cost: $1.9M
- Relocate a portion of Pleasant St - Relocate a portion (3,000' x 24') of Pleasant St to develop the East Frontal Area; Est. cost: $730,000
- Professional services associated with Airport Utility Relocation, Phase II - Relocation of existing utilities on Airport that were shown in Phase I to conflict with future development; Est. cost: $750,000
- Preparation of updates to the Airport Layout Plan and Exhibit "A" - Property Line Map and preparation of environmental assessment documents as periodically required.
- Professional services associated with land or easement acquisition associated with the anticipated five-year development program.
- Design and construction of utility relocations/extensions (electric, telephone, natural gas, water, sanitary sewer, and storm sewer) as appropriate during the implementation of the development program.

The total construction costs for the above are estimated to be approximately $25,000,000 funded through multiple grants and may be completed within the next five years.

General Information

1. Questions concerning a submission should be addressed to Renee Riani, Airport Manager, 3232 Pleasant St, DeKalb, Illinois 60115, by e-mail at renee.riani@cityofdekalb.com, or by telephone at 815.748.8102.

2. Proposals will be received until May 31, 2022; bid is expected to be awarded Jun. 27, 2022. Submit three copies of the statement of qualifications. Statements should not exceed 30 pages including all attachments. Statements of qualifications must be submitted in a sealed envelope marked on the outside "SOQ for Airport Consulting Services" to:

   Attn: Airport Manager
   City of DeKalb
   164 E Lincoln Hwy
   DeKalb, IL 60115

3. The City intends to enter into a retainer agreement with the highest ranking firm. An agreement, attached, for the preliminary design, construction documents, construction, and special services for each project will be entered into independently at the appropriate time. If unsuccessful, negotiations will occur with other firms in rank order. Final approval of the firm and fees rests with the City of DeKalb City Council. Firms are advised that some services may not be required, and the City reserves the right to initiate procurement of additional consultant services.

4. Firms are invited to submit their statement of qualifications at their own cost. The City of DeKalb assumes no obligation for any expenses incurred in replying to this request.

5. Materials submitted shall become the property of the City of DeKalb and will not be returned. All submittals will remain confidential until an agreement is signed resulting from this request. All submittals are deemed public records as defined by state and local laws.

Proposal Content

1. Statement must describe the firm's experience and capability to perform all services related to the anticipated projects listed above to include:
   a. Design, project management, inspection, materials / soils analysis, environmental assessment, and construction support.
   b. Preparation of all applications, including grant applications and close out documentation with the Illinois Department of Transportation, Division of Aeronautics.
   c. Reference names and telephone numbers should be provided for any on-going or completed projects cited.
2. Identify key personnel expected to be assigned to projects and provide their respective qualifications as they pertain to the project.
3. If other firms would be called upon to assist in completion of the anticipated projects, identify those firms by name and provide information on relevant experience.
4. Current workload.
5. History of maintaining schedules, meeting project deadlines, and completing projects within budget.
6. Familiarity with conditions at DeKalb Taylor Municipal Airport.

Evaluation Criteria

A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized. The primary selection criterion is "best qualified." Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, conduct on-site visits, and use the results in scoring the proposals.

Weighting for the evaluation will be:

1. Technical experience and qualifications related to anticipated projects 35%
2. Past performance related to budget and schedule 25%
3. Qualifications of Project Manager 20%
4. Familiarity with DeKalb Taylor Municipal Airport 15%
5. Location of office 5%

Independent Contractor Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and **"Crawford, Murphy & Tilly, Inc. "** hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services.

Contractor agrees to furnish to the City the following services:

See attached Exhibit A [2023-27 TIP]

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing for three (3) years from the date of execution, until terminated by either party upon ten (10) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation.

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Attachment A. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly based on quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out-of-scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

D. Changes in Rates of Compensation (and Prevailing Wages).

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to

the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in the scope of work, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Attachment A, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction, and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract, or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) • (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City *or by the Illinois Department of Labor*. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such

participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:
___United States Citizen or Corporation, ___Resident Alien, ___Non-Resident Alien.
The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Taxpayer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 37-0844662 and is doing business as a (check one): ___Individual ___Real Estate Agent ___Sole Proprietorship ___Government Entity
___Partnership ___Tax Exempt Organization (IRC 501(a) only) _X_Corporation ___Not for Profit Corporation ___Trust or Estate ___Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979, or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances, or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules, and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules, or regulations on the part of the Contractor or any subcontractor.

OSHA Standards: The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

CERCLA Indemnification: The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.,* as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

Buy America: The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

Collusion: The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

I. Indemnification

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney's fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described in the Insurance Requirements Section beginning on page 3. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also

warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images, or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor's legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys' fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:	For the Contractor:
City Manager	Douglas J. Klonowski, PE, VP
City of DeKalb	Crawford, Murphy & Tilly, Inc.
164 E Lincoln Hwy	2750 West Washington Street
DeKalb, IL 60115	Springfield, IL 62702

Either of the parties may designate in writing substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O. Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor's invoices, shall waive the City's ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City's failure to previously demand the same.

Agreed to this 27th day of June, 2022.

City of DeKalb

City Mayor/Manager

~~City Clerk~~ Executive Asst.

Contractor

Title: Vice President

Attest

CRAWFORD, MURPHY & TILLY, INC. CORPORATE SEAL 1963 DELAWARE

CITY OF DEKALB STATE OF ILLINOIS

Request for Statements of Qualification
for
Airport Consulting Services

The City of DeKalb, Illinois is soliciting statements of qualifications to have a professional airport planning, engineering, and architectural firm available to contract services related the operational needs of the DeKalb Taylor Municipal Airport (KDKB). This request for statements of qualification will lead to the selection of a qualified firm to provide consulting services for airport improvements for a period not to exceed three years.

Anticipated Projects

Subject to receipt of grant funding, design, construction, and special services related to the following projects may be included:

- Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
- Rehabilitate Runway 09/27 - PCI values between 48 and 52 in 2020 - mill, crack fill, overlay runway and lead-tos, shoulder grading, seeding, runway lights height adjustment, pavement marking; Est. cost: $2.64M
- Rehabilitate Taxiway B - PCI values between 29 and 50 in 2020 - mill, crack fill, overlay meeting R09/27 lead-tos, shoulder grading, seeding, taxiway lights height adjustment, pavement marking; Est. cost: $1.48M
- Rehabilitate T-hangar pavements-Phase 3 - PCIs ranging from 34 to 56 - mill, crack fill, overlay pavements, pavement marking; Est. cost: $476,000
- Professional services associated with acquiring Fuel Truck; Est. cost $400,000
- Professional services associated with acquiring Snow Removal Equipment - Runway Broom; Est. cost $650,000
- Rehabilitate Runway Circuit Lighting and Signage IAW Master Signage Plan- remove current signage, rewire, remove/replace concrete footings, install new signs; Est. cost $1.5M
- Reimbursement for Purchase of SRE Building-Phases 1-4 - Reimbursement for purchase of Frontier Buidling to serve as SRE building; IDOA determined 65% of Building would be eligible for AIP Funding in multi-years.; Est. cost: $600K
- Replace Perimeter Fencing-Phases 1-4 - Rplc existing 4' perimeter fence w/10' Class E, chain link fence as rec.by Wildlife Study; remove existing, install new footings, bury deterrent cloth, install fence; Est. cost: $7M
- Rehabilitate Taxiway A - PCI values btwn 39 and 55 in 2020 - mill, crack fill, overlay meeting R09/27 lead-tos, shoulder grading, seeding, taxiway lights height adjustment, pavement marking; Est. cost: $675,000
- Expand the large aircraft parking apron - clear, install sub-base, base and top concrete layers, grading, seeding, pavement marking; Est. cost $1.5M
- Professional services associated with acquiring acreage for expansion-47ac/Winter, 25ac/Faivre, 32ac/Larson; Est. cost: $4,527,000
- Airport Utility Relocation-Phase I - Develop prelim. plan sheet showing location of all existing utilities on airport and prelim. layouts of needed utility relocations to accommodate future airport developments; Est. cost: $80,000
- Enlarge 1st detention basin & const. 2nd basin-Phase II - Enlarge 1st detention basin, construction of 2nd detention basin in frontal area. Both basins will flow to existing basin along Loves Rd. Est. cost: $1.9M
- Relocate a portion of Pleasant St - Relocate a portion (3,000' x 24') of Pleasant St to develop the East Frontal Area; Est. cost: $730,000
- Professional services associated with Airport Utility Relocation, Phase II - Relocation of existing utilities on Airport that were shown in Phase I to conflict with future development; Est. cost: $750,000
- Preparation of updates to the Airport Layout Plan and Exhibit “A” - Property Line Map and preparation of environmental assessment documents as periodically required.
- Professional services associated with land or easement acquisition associated with the anticipated five-year development program.
- Design and construction of utility relocations/extensions (electric, telephone, natural gas, water, sanitary sewer, and storm sewer) as appropriate during the implementation of the development program.

The total construction costs for the above are estimated to be approximately $25,000,000 funded through multiple grants and may be completed within the next five years.

General Information

1. Questions concerning a submission should be addressed to Renee Riani, Airport Manager, 3232 Pleasant St, DeKalb, Illinois 60115, by e-mail at renee.riani@cityofdekalb.com, or by telephone at 815.748.8102.

2. Proposals will be received until May 31, 2022; bid is expected to be awarded Jun. 27, 2022. Submit three copies of the statement of qualifications. Statements should not exceed 30 pages including all attachments. Statements of qualifications must be submitted in a sealed envelope marked on the outside "SOQ for Airport Consulting Services" to:

   Attn: Airport Manager
   City of DeKalb
   164 E Lincoln Hwy
   DeKalb, IL 60115

3. The City intends to enter into a retainer agreement with the highest ranking firm. An agreement, attached, for the preliminary design, construction documents, construction, and special services for each project will be entered into independently at the appropriate time. If unsuccessful, negotiations will occur with other firms in rank order. Final approval of the firm and fees rests with the City of DeKalb City Council. Firms are advised that some services may not be required, and the City reserves the right to initiate procurement of additional consultant services.

4. Firms are invited to submit their statement of qualifications at their own cost. The City of DeKalb assumes no obligation for any expenses incurred in replying to this request.

5. Materials submitted shall become the property of the City of DeKalb and will not be returned. All submittals will remain confidential until an agreement is signed resulting from this request. All submittals are deemed public records as defined by state and local laws.

Proposal Content

1. Statement must describe the firm's experience and capability to perform all services related to the anticipated projects listed above to include:
   a. Design, project management, inspection, materials / soils analysis, environmental assessment, and construction support.
   b. Preparation of all applications, including grant applications and close out documentation with the Illinois Department of Transportation, Division of Aeronautics.
   c. Reference names and telephone numbers should be provided for any on-going or completed projects cited.
2. Identify key personnel expected to be assigned to projects and provide their respective qualifications as they pertain to the project.
3. If other firms would be called upon to assist in completion of the anticipated projects, identify those firms by name and provide information on relevant experience.
4. Current workload.
5. History of maintaining schedules, meeting project deadlines, and completing projects within budget.
6. Familiarity with conditions at DeKalb Taylor Municipal Airport.

Evaluation Criteria

A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized. The primary selection criterion is "best qualified." Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, conduct on-site visits, and use the results in scoring the proposals.

Weighting for the evaluation will be:

1. Technical experience and qualifications related to anticipated projects 35%
2. Past performance related to budget and schedule 25%
3. Qualifications of Project Manager 20%
4. Familiarity with DeKalb Taylor Municipal Airport 15%
5. Location of office 5%

Independent Contractor Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and “ ” hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services.

Contractor agrees to furnish to the City the following services:

See attached Exhibit A [2023-27 TIP]

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing for three (3) years from the date of execution, until terminated by either party upon ten (10) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City’s issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City’s express, written permission.

C. Compensation.

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly based on quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out-of-scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

D. Changes in Rates of Compensation (and Prevailing Wages).

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to

the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in the scope of work, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction, and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract, or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) • (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City *or by the Illinois Department of Labor*. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.,* and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such

participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:
___United States Citizen or Corporation, ___Resident Alien, ___Non-Resident Alien.
The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Taxpayer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is and is doing business as a (check one): ___Individual ___Real Estate Agent ___Sole Proprietorship ___Government Entity
___Partnership ___Tax Exempt Organization (IRC 501(a) only) ___Corporation ___Not for Profit Corporation ___Trust or Estate ___Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1*, et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1*, et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979, or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances, or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules, and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules, or regulations on the part of the Contractor or any subcontractor.

OSHA Standards: The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

CERCLA Indemnification: The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.,* as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

Buy America: The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

Collusion: The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

I. Indemnification

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney's fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described in the Insurance Requirements Section beginning on page 3. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also

warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images, or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor's legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys' fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:	For the Contractor:
City Manager City of DeKalb 164 E Lincoln Hwy DeKalb, IL 60115	

Either of the parties may designate in writing substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O. Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor's invoices, shall waive the City's ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City's failure to previously demand the same.

Agreed to this _____ day of _____, 20____.

City of DeKalb	Contractor
City Mayor/Manager	Title:
City Clerk	Attest

Airport Sponsor Consultant Selection Procurement Solicitation

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

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

Airport Name	Owner/Sponsor (Airport Authority/Municipality/County/Park/Port Dist)
DeKalb Taylor Municipal Airport	City of DeKalb
Associated City	**Contact Name**
DeKalb	Renee Riani

Official Mailing Address	City	State	Zip Code
164 E Lincoln Hwy	DeKalb	IL	60115

Phone	E-mail
815.748.8102	renee.riani@cityofdekalb.com

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

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

1.	Rehabilitate Runway 09/27 - PCI values between 48 and 52 in 2020 - mill, crack fill, overlay runway and lead-tos, shoulder grading, seeding, runway lights height adjustment, pavement marking; Est. cost: $2.64M
2.	Rehabilitate Taxiway B - PCI values between 29 and 50 in 2020 - mill, crack fill, overlay meeting R09/27 lead-tos, shoulder grading, seeding, taxiway lights height adjustment, pavement marking; Est. cost: $1.48M
3.	Rehabilitate T-hangar pavements-Phase 3 - PCIs ranging from 34 to 56 - mill, crack fill, overlay pavements, pavement marking; Est. cost: $476,000
4.	Acquire Fuel Truck; Est. cost $400,000
5.	Acquire Snow Removal Equipment - Runway Broom; Est. cost $650,000
6.	Rehabilitate Runway Circuit Lighting and Signage IAW Master Signage Plan- remove current signage, rewire, remove/replace concrete footings, install new signs; Est. cost $1.5M
7.	Reimbursement for Purchase of SRE Building-Phases 1-4 - Reimbursement for purchase of Frontier Buidling to serve as SRE building; IDOA determined 65% of Building would be eligible for AIP Funding in multi-years.; Est. cost: $600K
8.	Replace Perimeter Fencing-Phases 1-4 - Rplc existing 4' perimeter fence w/10' Class E, chain link fence as rec.by Wildlife Study; remove existing, install new footings, bury deterrent cloth, install fence; Est. cost: $7M
9.	Rehabilitate Taxiway A - PCI values btwn 39 and 55 in 2020 - mill, crack fill, overlay meeting R09/27 lead-tos, shoulder grading, seeding, taxiway lights height adjustment, pavement marking; Est. cost: $675,000
10.	Expand the large aircraft parking apron - clear, install sub-base, base and top concrete layers, grading, seeding, pavement marking; Est. cost $1.5M

11. Acquire acreage for expansion-47ac/Winter, 25ac/Faivre, 32ac/Larson; Est. cost: $4,527,000
12. Airport Utility Relocation-Phase I - Develop prelim. plan sheet showing location of all existing utilities on airport and prelim. layouts of needed utility relocations to accommodate future airport developments; Est. cost: $80,000

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

It is anticipated that the professional services for the projects under consideration will be initiated within the 5-year retainer period. **Firms interested in being considered for the projects described in the above Scope of Services should contact the Owner/Sponsor for further information. The deadline to submit a Request for Qualifications package to the Owner/Sponsor is May 31, 2022.**

13. Enlarge 1st detention basin & const. 2nd basin-Phase II - Enlarge 1st detention basin, construction of 2nd detention basin in frontal area. Both basins will flow to existing basin along Loves Rd. Est. cost: $1.9M
14. Relocate a portion of Pleasant St - Relocate a portion (3,000' x 24') of Pleasant St to develop the East Frontal Area; Est. cost: $730,000
15. Airport Utility Relocation, Phase II - Relocation of existing utilities on Airport that were shown in Phase I to conflict with future development; Est. cost: $750,000

City of DeKalb

Statement of Qualifications for

MULTI-YEAR RETAINER
DEKALB TAYLOR MUNICIPAL AIRPORT

May 31, 2022

CMT

CMT

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06 FAMILIARITY WITH DKB

Airport Manager
City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

May 31, 2022

Dear Ms. Riani,

Crawford, Murphy & Tilly, Inc. (CMT) is proud to submit the attached Statement of Qualifications (SOQ) for providing Professional Airport Consulting Services to the City of DeKalb for airport matters.

The City and Airport selected CMT for the first time five years ago in 2017. Since then, we have partnered to implement three significant capital improvement projects: NAVAID replacement, Runway 2/20 rehabilitation, and the Taxiway C rehabilitation. These successful projects have enabled CMT to build a relationship with your staff where CMT has become a trusted advisor on airport matters and we are excited for the opportunity to continue that journey. We believe that the word "partnership" is a perfect way to summarize our approach to working at DKB. We are here to serve you and to be an extension of your staff. Truly partnering with you – making your priorities our priorities – is what CMT strives to achieve with our long-term clients.

CMT is constantly improving and advancing to maintain a leadership role in the Aviation community. Our Aviation professionals regularly provide industry thought leadership by presenting on current topics and new processes at industry conferences and seminars. Further, our company has enjoyed a stable and consistent staff of more than 90 aviation professionals, which ensures that DeKalb can have confidence that the same people will work with you throughout the life of your projects. With more than 30 years' experience each, Doug and I will continue to assist in navigating you through the ever-increasing technical and regulatory bureaucracy to continue to implement your capital improvement program.

CMT offices are located a half hour from DeKalb Airport. This proximity allows our team quick access to the Airport if issues arise, which makes your job easier by changing our role from a consultant to serving as an extension of your staff.

Much has been achieved but there is much yet to do, and we are excited about your future. We respectfully request the opportunity to continue to serve you as we work together towards achieving your goals.

If you have any questions or further inquiries about CMT, please contact us directly.

Sincerely,

Dan Pape, PE
Aviation Group Manager - Chicago Region
630.907.7023

Doug Klonowski, PE
Vice President/ Aurora Office Co-Manager
630.907.7026

PRIMARY CONTACT

Dan Pape will serve as CMT's primary contact for questions, clarifications or scheduling of oral presentation.

Dan Pape, PE
Aviation Group Manager
550 N. Commons Drive, Suite 116
Aurora, Illinois 60504
630.907.7023
dpape@cmtengr.com

Executive Summary

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MULTI-YEAR/RETAINER AIRPORT CLIENTS

Primary Contacts:
Dan Pape, PE
Doug Klonowski, PE

Headquarters:
2750 West Washington Street
Springfield, IL 62702

Primary Office for Work:
550 North Commons Drive
Suite 116
Aurora, IL 60504

Recipient of American Association of Airport Executives' **Corporate Cup of Excellence**

ENR **Value Engineer Is Invaluable to Clients**

Engineering News-Record
DESIGN FIRM OF THE YEAR
ENR Midwest | 2014

BEST FIRMS

ISPE's Best Large Firm to Work For

2020 LARGE FIRM OF THE YEAR
American Council of Engineering Companies, Illinois

Overall Experience, Qualifications and Performance

Since Crawford, Murphy & Tilly's (CMT) founding in 1946, the firm has been providing services to Illinois airports. With a diverse cross section of planning, environmental and engineering expertise, CMT is recognized as a leader in aviation services. With 25 office locations and a staff of more than 400 professionals, CMT is currently providing on-call services at 63 airports.

Relevant Project Experience

Within this section, CMT presents an overview of the firm's relevant experience in providing similar services to those anticipated in the next five years. Included are examples from recent projects that our team has participated on at other airports. The similar projects validate CMT's qualifications in providing: airfield planning; transportation improvement proposal (TIP) preparation; land acquisition support; airport airside and landside design phase services; and, providing construction phase services on IDOT-Aeronautics administered projects. Also included is a listing of airports where CMT has served as the prime consultant over the past three years.

CMT Team and Organizational Plan

When CMT was recognized by ENR as the **Midwest Design Firm of the Year,** a consistent theme was the quality and technical expertise of CMT's professional staff. Of CMT's 97-person aviation unit, 19 professional staff are based in our northern Illinois offices. With 35 and 31 years of experience respectively, Dan Pape and Doug Klonowski will lead the CMT project team as project managers. Additionally, CMT has the largest staff of IDOT-Aeronautics approved construction managers in northern Illinois.

Affirmative Action & Diversity Pledge

At the heart of the CMT culture is its pledge to encourage a diverse workforce. We are committed to the creativity, eagerness, and innovation that results from such dedication to inclusion. CMT continues to engage with meaningful DBE patners that add benefits to our client's endeavors.

Safety Record

CMT has adopted a corporate Health and Safety policy and is committed to fostering a workplace that is safe, healthy, and injury-free. In support of this policy, CMT has established a Health and Safety Manual to provide guidance on safe work practices for CMT employees. Employees and their supervisors follow the safe work practices outlined in this manual. Under this program, CMT has established a Safety Committee to review practices, recommend training, and monitor incidents and CMT's overall safety record. This policy was established in substantial conformance with applicable requirements of 29 CFR 1910 (OHSA General Industry) and 29 CFR 1926 (OHSA Construction).

CMT has maintained a favorable overall safety record.

BUSINESS ORGANIZATION

Established:
1946

Staff Size:
400+

Licensed Engineers:
Firm-Wide: 153
Illinois-Specific: 102

PROJECT OFFICE

550 N. Commons Drive
Suite 116
Aurora, IL, 60504

FIRM LOCATIONS

Aurora, IL
Chicago, IL
Rockford, IL
Moline, IL
Springfield, IL
Edwardsville, IL
Peoria, IL
Belleville, IL
Springfield, MO
Kansas City, MO
St. Louis, MO
St. Charles, MO
Indianapolis, IN
Evansville, IN
Columbus, OH
Dayton, OH
Cleveland, OH
Cincinnati, OH
Lexington, KY
LaBelle, FL
Jacksonville, FL
St. Petersburg, FL
Nashville, TN
Atlanta, GA
Denver, CO

WEB

cmtengr.com

CMT

Crawford, Murphy & Tilly, Inc.

Founded in 1946, CMT is a Midwest-based and nationally-ranked professional company providing planning, engineering and construction services to both the public and private sector. CMT and its 400+ employees provide leadership in civil infrastructure by leveraging shared knowledge, staff longevity, and unique insights. For 75 years, the employee-owned corporation has sustained a trademark level of service and commitment to clients that translate into long-term relationships and enhanced value to our client's projects.

Business Expertise - Services & Clients

BUSINESS UNITS:

- Aviation
- Surface Transportation
- Water Resources
- Buildings & Sites

CLIENT TYPES:

- Airports
- Municipalities
- DOTs and State Agencies
- Sanitary Districts
- Utilities
- Private Developers
- Retailers
- Institutional
- Health Care
- Energy
- Military
- Federal

SERVICES:

- Civil Engineering
- Planning
- Value Engineering
- Architecture
- Roads and Bridges
- Traffic Analysis
- Utilities
- Water and Wastewater Systems
- Stormwater Systems
- Permitting
- Surveys
- Drainage and Floodplain Studies
- Electrical
- Streetscapes/Placemaking
- Bikeways/Paths
- Trails
- Landscape Architecture
- Environmental
- Public Engagement
- Sustainability
- Asset Management

RECIPIENT OF THE
AAAE CORPORATE CUP OF EXCELLENCE

Aviation Services

CMT Aviation provides planning, design, construction and program management services to airports throughout the United States. With a staff of over 95 professionals, Aviation is CMT's largest business unit. Continual advancements in the services provided by CMT Aviation since our founding in 1946 have kept our professional staff on the leading edge of issues crucial to the success of our nation's airports. Over the last 75 years, aviation work undertaken by CMT has grown both in size and complexity. Our clients come in all sizes, from large hub primary airports to general aviation facilities. CMT is also a leader in military airfield pavement design.

AVIATION PLANNING

- Master Plans
- Airport Layout Plans
- Geographic Information Systems (GIS)
- Electronic Airport Layout Plan (E-ALP)
- Noise Compatibility Planning
- Grant Applications
- PFC Application Development
- CIP Development Programs
- Benefit-Cost Analysis (BCA)
- Financial plans
- Justification Documentation
- Land Acquisition
- Aviation Activity Forecasts
- Site Selection
- Passenger Terminal Planning
- General Aviation Terminal Planning
- Air Cargo Planning
- Airport Economic Development
- Landside Development Planning
- Airspace Planning
- Asset Management

LAND USE

- Land Acquisition
- Avigation easement acquisition
- Farming plats and management
- Concurrent land use documentation

AIRPORT DESIGN & CONSTRUCTION

- Airfield Geometry
- Airfield Pavement Analysis and Design
- Pavement Management Systems
- Electrical/NAVAIDS
- Drainage
- De-icing Storage Systems
- Construction Observation
- Architectural
- Structural
- Civil/Site
- Fueling Facilities
- Security

ENVIRONMENTAL

- Categorical Exclusions (Cat-Ex)
- Environmental Assessments (EA)
- Environmental Impact Statements (EIS)
- SWPPP Management and Compliance
- SPCC Management and Compliance
- Aircraft Deicing System Management
- Storage Tank Compliance
- Sustainability
- Part 150 Noise Studies and Implementation Plans

AVIATION PLANNING SERVICES

- Air Service Development
- Airfield Planning
- Cargo Planning
- Drone Capabilities
- Economic Development
- Environmental/ Sustainability
- Facility Planning
- Forecasting
- Funding Strategy & Benefit/Cost Analysis
- Geographic Information Systems (GIS) Services
- Land Acquisition Services
- Landside Planning
- Master Planning
- Noise/Land Use Compatibility
- Project Formulation/ Justification
- Regulatory Agency Coordination & Compliance
- Stormwater Management
- Terminal Planning

Aviation Planning

CMT offers its airport clients a dedicated Aviation Planning Group. Our group consists of professionals from varied backgrounds including airport management, engineering, planning, environmental and technology that work exclusively on airport planning related initiatives. With CMT, you have the resources to help navigate your airport leadership through strategic decisions and vision. In addition, our staff brings the technical skills to execute efficient and thorough planning documents that meet FAA and state requirements. Because CMT is a full service firm, our Aviation Planning team understands the implementation part of your plan and helps to build the bridge from concept to funding to design execution.

AIRPORT FACILITIES AND MASTER PLANNING

Our aviation planners work closely with clients and their communities to develop plans that go beyond standard guidelines and requirements to capture the unique vision for each airport. A decision-making framework is provided to facilitate long-term development and short-term implementation. The result is a plan that embodies the strategic goals of the airport while providing the necessary flexibility to respond to changing market conditions.

ENVIRONMENTAL PLANNING

CMT's multi-disciplined staff use a combination of extensive environmental knowledge and sound engineering to shape plans that accommodate for increasing aviation demands while maintaining the integrity of the surrounding environment. We use this approach to successfully guide airports through the FAA environmental approval processes in an efficient and coordinated manner.

LAND-RELATED SERVICES

CMT provides a wide range of services to assist airports through federally funded land acquisition programs including professional staff representation to landowners, document processing, property map creation, and land surveys. We have an extensive working knowledge of FAA land-related procedures and are skilled at using the latest technology to assist in the management of airport land assets.

FUNDING FORMULATION AND PROGRAMMING

CMT aviation staff are recognized for their ability to assist clients in successfully navigating the competitive funding environment. Through innovative programming, justification documentation, and funding approaches, we create increased awareness of their projects as they progress from concept to reality.

AIRPORT AGIS/ASSET MANAGEMENT

CMT uses the latest innovations and methodologies to offer information technology solutions that allow airports to maximize their resources. This includes the development of Geographic Information Systems (GIS) applications that assist in managing assets and evaluating the effects of proposed development on airport airspace and control tower line of sight. CMT is also one of very few firms that offer consulting to assist airports in setting up an asset management system.

Airfield Design

CMT has completed a wide range of airfield design and construction projects during our 75 years in the airport development business. This includes a tradition of award-winning airfield rehabilitation and expansion projects at both small and large airports nationwide. CMT maintains strong working relationships with FAA personnel and familiarity with current standards and procedures.

CMT has an excellent history of providing creative design and construction phasing solutions that minimize disruption to airport operations. In determining the appropriate pavement design and geometry for an airfield, our experienced designers evaluate existing conditions, conduct a thorough life-cycle analysis, and determine future traffic projections.

From optimizing airfields to enhancing revenue opportunities on the landside, our team brings its legacy of expertise and innovation to deliver top performance. ***Helping airports improve and expand their large networks of airfield pavements and electrical systems is a specialty of CMT.***

A NATIONAL LEADER IN AIRFIELD PAVEMENT SOLUTIONS

CMT maintains an industry position of leadership in the rehabilitation and reconstruction of airfield pavements. A hallmark of CMT's distinction is the manner in which we approach each airfield project as unique - drawing from a vast wealth of experience and a large toolbox of solutions and technologies to extract the best value possible. It comes down to creativity and a tenacity to seek out the best solution that matches your situation, as compared to conventional approaches that attempt to form projects to a particular cookie-cutter solution.

DESIGN SERVICES

- Airfield Pavement
- Alternative Delivery Methods
- Landside Development
- Construction Phase Services
- Drainage and De-icing
- Electrical Systems & Vaults
- Electronic & Visual Navigational Aids
- EMAS & Other Aircraft Arresting Systems
- Fueling Facilities
- Funding Assistance
- Owner's Representative Services
- Pavement Management Systems
- Public & Privately Funded Developments
- Program Development & Management
- Regulatory Agency Coordination & Compliance
- Security Systems
- Structures
- Value Engineering

CMT has provided decades of trusted pavement strategy consulting for busy hub airports like Washington Dulles and St. Louis Lambert.

Airfield Construction

CMT maintains **the largest staff of Resident Engineers approved by the Illinois Division of Aeronautics** to administer construction projects in Illinois.

CONSTRUCTION PHASE SERVICES

- Pre-bid & pre-construction meetings
- Bidding assistance
- Construction Administration
- Resident Engineering
- On-Site Construction Observation
- Phasing & Construction Safety Phasing Plans (CSPP)
- Shop drawings and contracts
- Materials review
- Constructability review
- Schedule review and analysis
- Independent cost analyses
- Field measurements
- Construction progress reports
- SWPPP inspections
- Record drawings
- Testing summaries review
- Final inspections
- Project Closeouts

As a full-service consulting firm, CMT offers a wide range of construction services provided by trained, experienced personnel. CMT has the in-house capability to assist clients from the earliest planning stages of a project through design and construction. Our construction phase services are provided with the goal of ensuring coordination and quality control. CMT personnel regularly provide resident engineering services as well as quality control services such as observation, evaluation and testing of all project components and equipment. ***We work closely with Airport Staff and contractors to accomplish projects that are completed on time and within budget.***

COMMUNICATION & DOCUMENTATION

Effective communication, field observation, and detailed project documentation are the essence of all CMT construction phase assignments. The size of our firm enables management to remain actively involved in monitoring progress and maintain direct contact with on-site project representatives.

CAPABILITY TO FURNISH QUALIFIED INSPECTORS FOR CONSTRUCTION INSPECTION

CMT has been providing construction-related services on airports of all sizes for 75 years. CMT employs a significant number of personnel who serve as "qualified observers" for construction observation and materials testing. To stay up-to-date on construction phase services, CMT construction personnel attend FAA and state-sponsored training and certification classes. CMT staff also play an active role in the ASCE Airfield Pavement Committee. In the past five years, CMT has provided resident engineering services on projects at over 40 airports throughout the Midwest.

OPERATIONAL SAFETY DURING CONSTRUCTION

CMT regularly prepares Construction Activity Plans for airport construction. These plans are prepared in accordance with the FAA's AC 150/5370-2G Operational Safety on Airports During Construction. They include plans for ongoing rehabilitation work at major hub airports, including Washington Dulles, St. Louis Lambert International, and Chicago O'Hare, as well as reliever and general aviation facilities. CMT prides itself on the ability to rehabilitate operationally critical pavements while minimizing disruption.

Land Acquisition Services

CMT offers aviation clients a dedicated real estate professional team that can provide all services necessary for successful completion of "turn-key" land and easement acquisition programs in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. All of these services are managed by Illinois Department of Transportation (IDOT) approved staff who are also knowledgeable of and experienced with the myriad of FAA land-related requirements and policies.

Our aviation professionals bring practical, first-hand experience in dealing with complex acquisition issues.

EXPERIENCED WITH POSSIBLE ACQUISITION ISSUES

- Noise-sensitive properties
- Concurrent land use and release documentation
- Avigation easement acquisition
- Relocations
- Subordinations
- Multiple funding sources
- Property valuation
- Grant administration
- Title certification
- Hostile property owners
- Eminent domain

This experience ensures airport clients that *CMT can successfully lead an acquisition project through even the unforeseen complexities that can arise.*

CMT has completed numerous FAA-funded land acquisition projects for airports. We routinely manage such projects using local real estate and surveying professionals to capitalize on local knowledge and involvement in the project. CMT's land experience allows the client to weave through a potentially volatile process to take a project from planning to reality.

FAA-funded land acquisition projects require professionals with a working knowledge of government land acquisition practices, balanced with a keen understanding of FAA policies. **CMT staff bring this knowledge and project experience to all our aviation clients.**

IDOT-APPROVED

- Appraiser/Review Appraiser
- Negotiators
- Relocation Agents

In late 2020, Terry Tappenbeck retired from his long-time position as IDA Land Acquisition Section Chief. In early February, Terry started work at CMT, providing our clients with an additional land acquisition resource with unmatched expertise in understanding FAA and IDA policies and procedures.

Airfield Electrical & Navigational Systems

CMT has a long history in airfield electrical and navigational design. Our team includes professionals dedicated exclusively to airport electrical facilities design solutions. They are active members of the Illuminating Engineering Society (IES) - Aviation Lighting Committee, where they support initiatives promoting the advancement of airport lighting technologies. Our staff's experience includes partial site design components, equipment upgrades and relocations, all the way to comprehensive system design and construction. CMT also provides FAA Cost-Benefit Analysis for navigation system establishment and upgrades.

LIGHTING SERVICES

- Runway/taxiway edge lighting
- Runway centerline & touchdown lighting
- Runway End Identifier Lights (REIL)
- Visual Approach Slope Indicator (VASI)
- Precision Approach Path Indicator (PAPI/PLASI)
- Threshold lighting
- Approach light systems (ODALS, MALS, ALS)
- Apron lighting
- Standby power
- Alignment/sequence flasher light systems (MALSR, MALSF, SSALR, ALSF-2)
- Vault improvements
- Air traffic control tower improvements
- Airfield signage
- Computer controlled airfield lighting
- Automated Weather Observation System (AWOS)
- Surface Movement Guidance Control Systems (SMGCS)

CMT has helped many airports transition to LED lighting

RECENT LED LIGHTING SYSTEMS PROJECTS

Airport	Project Name	Edge	Signage	In-Pavement
Indianapolis International Airport, IN	Taxiway H	X	X	
General Mitchell International Airport, Milwaukee, WI	Rehabilitate Taxiways E & F	X	X	X
O'Hare International Airport, Chicago, IL	Taxiway Z	X	X	X
	Runway 10R/28L	X	X	X
	Taxiway DD and FBO Site Prep	X	X	X
Peoria International Airport, Peoria, IL	Rehabilitation of Taxiway Light Systems	X	X	
Rockford International Airport, Rockford, IL	Taxiway B	X	X	
	Taxiways J & L	X	X	X
Chicago Executive Airport, Wheeling, IL	Construct Taxiway L1	X	X	X
Smith Field, Fort Wayne, IN	Runways 5/23 & 13/31	X	X	
Whiteside County Airport, IL	Rehabilitate Taxiway A	X	X	
Rickenbacker International Airport, Columbus, OH	Taxiway Rehab & MOS Phase 1	X	X	X
Quad City International Airport, Moline, IL	Rehabilitate Airfield Electrical - Phases 1, 2 & 3	X	X	X
Fostoria Metropolitan Airport, OH	Parallel Taxiway Extension	X	X	

CMT's response time to emails/phone calls is the best I've had from any consultant company.

Cliff Skees, Blue Grass Airport, Lexington, KY

★★★★★

Multi-Year/On-Call

CMT's Business Model

No matter how experienced your consultant is, what truly matters is the satisfaction of knowing that your needs will be responded to with the utmost importance. CMT delivers that confidence by providing one of the most geographically-focused and experienced group of airfield professionals available. Our culture of staff stability offers an uncommon level of continuity, which allows our staff to align with your mission and anticipate your next move. The proof is in the retention we maintain with our airport clients.

63

Multi-Year/Retainer Airport Clients

63: This is the number of airport clients who consider CMT an extension of their staff because we serve them on a multi-year or retainer basis.

CMT's Airport Clients served on an On-Call Basis

Nearly 70% of our airport clients are served on an on-call basis, which signifies a strong business model focused on responsive service. It's a model we've been practicing for an extended period of time, as most of the clients who choose us tend to select us again – many of them for decades.

FAA Great Lakes Region & IDA Familiarity

FAA Illinois Knowledge & Relationships

From fast-track project clearances to innovative financing, CMT has a proven track record of working with our clients to find creative solutions to successfully meet airport development objectives. We pride ourselves on our knowledge of FAA processes and our relationships with FAA staff. These relationships span from the local region and district offices to headquarters in Washington D.C.

CMT's working relationships with the Chicago Airport District Office (ADO) goes back decades. CMT is uniquely positioned to assist the City of Dekalb, with the widest and deepest range of experience at Primary, Corporate/Reliever, and GA airports within the jurisdiction of the Chicago ADO. *As a result, we are intimately familiar with FAA's policies and procedures and have well-established relationships with all levels of their management and staff, allowing us to bring unique insights to the Airport.*

Current FAA Staff Serving the City of DeKalb

Deb Bartell
Manager

Rob Esquivel
Assistant Manager

Azra Hussain
Program Manager

Chad Oliver
Lead Program Manager

Mike J. Brown
Community Planner

Bob Beauchamp
Environmental Protection Specialist

"Brian (Welker), Dan (Pape) and Aaron (Johnson) are great assets to CMT and wonderful resources for assisting with IDA issues."

Michelle Cassaro
Chicago Rockford International Airport

The Benefits of a Navigator and Advocate

We offer not only credentials in navigating the FAA and the IDOT process but also the proven passion and skills to function as a strong advocate for the City of DeKalb.

Our ability to work with FAA and IDA is enhanced by the strategic locations of our aviation staff. This includes our headquarters in Springfield, located just miles from IDA's offices at Capital Airport, and our offices in Aurora and Chicago, where aviation staff are within minutes of the FAA's Great Lakes office in Des Plaines.

Unique Attributes of CMT's Work with the FAA & IDA

- Experience at nearly all Illinois reliever airports (8 of 9) and commercial airports (10 of 11)
- In total, worked at 21 reliever airports within 8 Midwest metro areas
- Decades-long history of working with the FAA and IDA
- Strong relationships with management and staff at IDA and District, Region and Headquarters levels of the FAA
- In-depth knowledge of FAA and IDA policies and procedures involving all levels of project development including programming, planning, environmental, land acquisition, engineering, construction, certification and financial

CMT's Aviation staff are located in offices with strategic proximity to the key decision-makers

Illinois Airports and IDOT/IDA Experience

CMT's distinction in helping airports navigate their programs and projects with the Division of Aeronautics is undeniable. No other firm has managed more airport projects and program dollars through the Division of Aeronautics than CMT and its staff. This experience allows us to provide a more proactive role on behalf of our clients.

We represent the majority of our Illinois airport clients in helping prepare their TIP program and presenting the case before the IDA. Each of the airports listed here are current clients, most of which CMT serves on a multi-year retainer basis.

AIRPORT	TYPE	SERVED SINCE
DeKalb Taylor Municipal Airport, IL	**GA**	**2017**
Abraham Lincoln Capital Airport, Springfield, IL	Primary	1946
Central Illinois Regional Airport, Bloomington, IL	Primary	1996
Chicago Midway International Airport, IL	Primary	2012
Chicago Rockford International Airport, Rockford, IL	Primary	1978
Peoria International Airport (Gen. Wayne A. Downing), Peoria, IL	Primary	1979
Quad City International Airport, Moline, IL	Primary	2003
Quincy Regional Airport, Quincy, IL	Primary	2018
U of I Willard Airport, Savoy, IL	Primary	1972
MidAmerica Airport, Belleville, IL	Primary	2007
Waukegan National Airport, Waukegan, IL	Reliever	2018
Lansing Municipal Airport, Lansing, IL	Reliever	1987
Aurora Municipal Airport, Aurora, IL	Reliever	1981
DuPage Airport, West Chicago, IL (Original Retainer 1979 -2010)	Reliever	2021
Chicago Executive Airport, Prospect Heights/Wheeling, IL	Reliever	1985
Lake in the Hills Airport, Lake-in-the-Hills, IL	Reliever	1988
Albertus Airport, Freeport, IL	GA	1983
Centralia Municipal Airport, Centralia, IL	GA	1979
Dixon Municipal Airport - Charles R. Walgreen Field, Dixon, IL	GA	2008
Greater Kankakee Airport, Kankakee, IL	GA	1985
Mercer County Airport, Aledo, IL	GA	1992
Mt. Hawley Auxiliary Airport, Peoria, IL	GA	1983
Piatt County Airport, Monticello, IL	GA	2001
Pontiac Municipal Airport, Pontiac, IL	GA	1985
Schaumburg Regional Airport, Schaumburg, IL	GA	1991
Sparta Community Airport (Hunter Field), Sparta, IL	GA	1985
Taylorville Municipal Airport, Taylorville, IL	GA	2009
Vermilion Regional Airport, Danville, IL	GA	1977
Whiteside County Airport, Sterling/Rock Falls, IL	GA	1982

Multi-Year Consulting Services

DEKALB TAYLOR MUNICIPAL AIRPORT | DEKALB, IL

Date Completed
Ongoing since 2017

Key Personnel
Dan Pape
Doug Klonowski
Neil Finke

Reference
Renee Riani
Airport Manger
815.748.8102

CMT has assisted the City of DeKalb in the commencement of the rehabilitation of several of its key existing facilities since its partnership originated in 2017. CMT provided its technical expertise in planning, project funding, design and construction support during this period. As a partner to the DeKalb Taylor Municipal Airport, CMT assisted the Airport in rehabilitating Runway 2/20, the main landing area for its corporate and business aircraft as well as Taxiway Charlie, the parallel taxiway and taxi route back to the main terminal apron. Additionally, CMT prepared Contract Documents for the replacement of the majority of the existing NAVAIDS which were in some cases, inoperable, as well as technically inferior to current FAA approved NAVAID systems. All of these projects were part of the Capital Improvement Program as developed by the City and CMT and have started the modernization of the Airport infrastructure.

Rehabilitate Runway 2/20 & Mill and Overlay Taxiway C Projects

CMT provided planning, design and construction services on the rehabilitation of the Airport's main runway and its parallel taxiway. Evaluation of the pavement condition by the State agency yielded PCI values from 55 to 70 or a "fair" rating for Runway 2/20 and PCI values from 35 to 56 or a "Poor to Very Poor" rating on Taxiway C. Values under 70 typically show distresses in the form of loose aggregate which become a significant hazard to aircraft as the aggregate can be ingested into aircraft engines. As this pavement is utilized by corporate and business aircraft, it was imperative that construction methods and operation sequencing minimized the runway closure time necessary to complete the improvements. Coordination with Airport staff and other stakeholders provided a timeline for runway and taxiway closures as well as runway/runway intersection construction. Pavement designs were performed utilizing sensitivity analyses to evaluate impacts in modifications to pavement layers and to ensure adequate pavement structure. Under these projects, modifications were made to the Runway 2/20 in accordance with FAA criteria to carry slope through the intersection of Runway 9/27 as it is the dominant runway. CMT evaluated construction sequencing to minimize impacts to aircraft operations as Taxiway C is the main route back to the terminal apron. Improvements also included longitudinal grade corrections, shoulder and edge light adjustments, precision pavement marking and pavement grooving.

Relocate and Replace Existing NAVAIDS on Runway Ends 2, 20 & 27

The City of DeKalb engaged CMT to provide planning and engineering services for the replacement of the existing NAVAIDS on Runway ends 2, 20 and 27. These new L-880 4-box Precision Approach Path Indicator (PAPI) units will aid aircraft in navigating at the proper glide path to help minimize noise issues for adjacent residents. Additionally, new Runway End Identifier Lights (REILs) were installed on Runway 27 and a new L-806 windcone was installed on Runway 9 to assist pilots in inclement weather. These new LED lights will provide cost savings enhancements as well as maintaining the Airport's environmental initiative. CMT performed site surveys and design evaluations regarding locations of the new NAVAIDS to mitigate potential impacts to runway and taxiway object free areas. Overall, this project provided the Airport with energy efficiencies and additional air navigation safety features.

Multi-Year Consulting Services

SCHAUMBURG REGIONAL AIRPORT | SCHAUMBURG, IL

Date Completed
Ongoing since 1991

Key Personnel
Dan Pape
Doug Klonowski
Neil Finke
Kyle Peabody

Reference
Karyn Robles
Director of Transportation
847.923.3859
krobles@schaumburg.com

The Village of Schaumburg originally selected CMT in 1991 to provide technical expertise in planning, project funding, design and constructing in support of the reconstruction of the Schaumburg Airport. CMT assisted the village in an extensive multi-year development program that transformed the once privately owned facility into a modern publicly-owned facility.

Airport Layout Plan & Environmental Assessment

CMT initially completed an Airport Layout Plan and Environmental Assessment which served as the framework for the public acquisition of the airport, construction of a new 3,800-ft runway, aircraft parking aprons, and associated developments. The improvements impacted wetlands in the vicinity of the airport that were mitigated in the planning and design phases. Also included in the plan was a new terminal building for which CMT provided architectural, design, and construction services. The terminal features an open floor plan and observatory, and combines the passenger lounge, FBO hangar, restaurant, and airport administration space into one building.

Rehabilitate T-Hangar Taxiways, Terminal Entrance Road and Auto Parking Lot

CMT provided design and construction phase engineering services on two closely related projects at the Schaumburg Regional Airport. While the projects were bid separately, the proximity and similar scope and scale enabled the construction team to closely coordinate the construction operations within similar time frames minimizing the impacts to airport users. The rehabilitation of the T-hangar taxiways included removal and replacement of three taxiways providing access to individual T-hangar units. In addition, CMT's experience with challenges of enhancing drainage adjacent to T-hangar doors led the design team to propose installing PCC concrete aprons within five feet adjacent to the hangar floors. This technique has been successfully used at several general aviation airports to enhance constructability and facilitate drainage away from the building face.

The rehabilitation of the terminal entrance road and auto parking lot required additional coordination due to its use by the airport's primary FBO and a popular restaurant. The project included significant removal and replacement of PCC sidewalks and access routes that were causing trip hazards for patrons utilizing the terminal building facility. The project included the complete removal and replacement of the 180-car parking lot's pavement surface along with necessary base course repairs where appropriate.

Although the projects were bid separately, the coordination of construction activities and similar operations resulted in the same contractor being awarded both projects. Typically having one contractor to coordinate two similar projects would be a benefit. *This project challenged our construction observation representatives in maintaining construction schedules and phasing changes to accommodate users of the airport.* Due to our team's diligence and constant attention to detail, the completed projects were delivered to the owner under budget and nearly on time.

Air Cargo Developments

CHICAGO-ROCKFORD INTERNATIONAL AIRPORT | ROCKFORD, IL

Date Complete
Completed in 2021

Key Personnel
Dan Pape
Doug Klonowski
Neil Finke
Aaron Johnson

Reference
Zach Oakley
Deputy Director of
Operations & Planning
815.969.4015

CMT is a pleasure to work with. They support our dream well, have the best interests of the airport in mind and are creative. CMT is a great firm, they think about the bigger picture and future. CMT understands the business side and is aware of those issues."

Amy Ott, former Deputy Director

CMT has been providing multi-year consulting services to the Chicago-Rockford International Airport (RFD) since 1979. CMT's services have encompassed a full range of airport engineering and planning services over the years, all the while keeping vital operations flowing smoothly.

Recent completion of the primary cargo apron area in the northwest quadrant of the airport required the airport to evaluate additional areas for development. Together with CMT, the airport looked toward the midfield area to accommodate future growth, which was already identified for cargo operations on the current Airport Layout Plan. The midfield area had the benefit of an existing south cargo apron capable of handling heavy duty cargo aircraft; unfortunately the area could only accommodate one Group V position. Two underutilized hangar buildings were demolished to make way for the new International Cargo building development.

South Cargo Development

The South Cargo Apron Expansion will provide six new heavy cargo aircraft parking positions and entrance taxiways to accommodate Boeing 747-8 cargo aircraft that serve the International Cargo community. Explosive growth in the cargo traffic and landed weight, particularly in the international market, required the Airport to move quickly to accommodate the demand. The new apron will provide airside access for international cargo through two new cargo buildings. The first building is 90,000 square feet and was recently completed. The second building is 100,000 square feet and is currently under construction.

The new apron is 19.1 acres with a pavement section of 16-inch PCC apron pavement on 4 inches of asphalt base course on 8 inches of crushed aggregate base course. The project will incorporate 146,000 cubic yards of earthwork, over 5,000 linear feet of storm sewer from 12- to 54-inch diameter, over a mile of underground electrical duct and cable, and 24 acres of landscaping.

Northwest Quadrant Cargo Development - Phases 1-4

Since 2016, CMT provided planning, design, and construction services for the establishment and ongoing expansion of a $36M site designated for air cargo and e-commerce tenants. Our team implemented four phases of heavy aircraft apron to accommodate 12 Boeing 747-8 aircraft. Development also included sitework and landside facilities with three phases of 42 truck docks, a 400-space auto parking lot, and utility improvements.

Multi-Year Services

LANSING MUNICIPAL AIRPORT | LANSING, IL

Date Completed
Ongoing since 1987

Key Personnel
Brian Welker
Dan Pape
Kyle Peabody

Reference
Dan Podgorski
Village Administrator
708.895.7200

Since 1987, CMT has provided engineering and planning services for the transformation of this airport from small aircraft single runway facility to a two-runway airport serving corporate reliever needs in south-suburban Chicago.

As a member of the airport's team, CMT has provided technical expertise to prepare necessary programming, planning, environmental and construction documents in support of the airport's development program.

CMT assisted the airport in completing an update to the Airport Layout Plan and Environmental Assessment for various airport improvements, including the extension of Runway 18/36 to 5,900'. The proposed extension will provide the necessary infrastructure for Lansing to enhance its role as the primary reliever airport in southern Cook County and provide additional economic benefit to the community and surrounding region.

Ford Hangar Release from Aeronautical Use

The Historic Ford Hangar, built by Henry Ford in 1927 in the northwestern portion of the Lansing Municipal Airport, is a site included on the National Register of Historic Places. This structure has passed its useful life as an aircraft hangar and does not perform as a useful aeronautic function. In support of the Village's recognition of the historic benefit of the structure as well as desire for adaptive reuse of the Ford Hangar as a venue to host community events and other functions, CMT worked closely with the airport and FAA to develop required documentation to comply with the National Historic Preservation Act of 1966 and the obligations regarding the receipt of Federal Aviation Trust Fund monies for airport development. CMT, in coordination with the Airport, completed the environmental analysis and agency coordination required to release this structure from Federal obligations for future non-aeronautical use.

Following substantial agency coordination amongst the Federal Aviation Administration (FAA), the State Historic Preservation Office (SHPO), the Village, including Legal and Airport Staff, and CMT, a Preservation Covenant, which outlines the historic preservation restriction and requirements set forth to secure the long-term preservation of this historic property, was executed and recorded in February 2021. Immediately following, the FAA approved the Categorical Exclusion for the release as required under the National Environmental Policy Act.

- EA for Airport Improvement Program, including extension of Runway 18/36
- New Runway 18/36 and parallel/connecting taxiways
- Extended parallel Taxiway Bravo to Runway 9/27
- Rehabilitation of terminal apron area
- New south airfield corporate hangar and T-hangar site work development
- Rehabilitation and extension of Runway 9/27
- New southwest quadrant general aviation apron
- Entrance road and parking rehabilitation and expansion
- Runway 36 Category I localizer and distance measuring equipment
- Automated Weather Observing System
- Construct parallel taxiway to Runway 9/27
- Perimeter/Security fencing
- Airfield lighting rehabilitation for Runway 9/27 and parallel taxiway
- Airport Layout Plan/ Master Plan
- Environmental Assessment
- Land Acquisition Assistance
- Master Drainage Study
- Annual Transportation Improvement Program Development
- North Quadrant T-Hangar pavement rehabilitation
- Overlay parallel and connecting taxiways to Runway 9/27

Airfield Improvements

WHITESIDE COUNTY AIRPORT, IL

Construction
Taxiways - Summer 2019
Lighting - June 2019 - July 2019

Key Staff
Dan Pape
Doug Klonowski

Reference
Darin Heffelfinger
Airport Manager
815.626.3750

Taxiways C, D and F Rehabilitation

CMT was engaged to provide design and construction phase services to rehabilitate Taxiways C, D and F and a portion of the terminal apron area at the Whiteside County Airport. While moderate in size, this project encompassed impacts to multiple areas of the airport and required significant coordination during construction to minimize operational impacts. The pavements were deteriorating and required removal and replacement due to their PCI values in the 60 to 70 range. Further, portions of the terminal apron area were experiencing ponding due to irregular pavement movement, which required surface removal and replacement.

Due to the rehabilitation area's high impact on air operations, the CMT design team coordinated a four-work-zone construction sequence that maximized the work areas for the contractor while minimizing the impact to air aircraft traffic. Working closely with airport management and airport tenants, CMT was able to closely coordinate construction in order to substantially complete the project construction activities within two weeks. The construction duration was less than 50% of the awarded contract duration 38 calendar days. Drastically reducing impacts to the extent practical was our team's guiding focus. ***Finally, the project was viewed as a major success from the Airport's perspective as the construction time and budget were considerably under the original budgeted amounts.***

Airfield Lighting and Signage Improvements

CMT provided planning, design, and construction phase engineering services to rehabilitate the entire airfield signage system and full-length parallel Taxiway A medium intensity taxiway light system at the Whiteside County airport. The CMT design team was engaged to upgrade and rehabilitate the airfield signage and medium intensity taxiway lights to LED fixtures and signs. These new efficient electrical enhancements will considerably reduce the airports operational costs and extend the life of the existing cable. Field evaluations and testing indicated that the existing cable was in good condition and only the taxiway edge light fixtures and signs would be replaced on the project.

CMT's construction observation team worked with the airport to identify the most efficient methods of construction which yielded a construction duration that was 30% less than the awarded amount. Construction cost savings were identified by the contractor and our field representatives which brought the final project costs under the awarded amount by 9%. Overall, CMT's team delivered a project which will save the airport significant operational energy costs and delivered it on time and under budget.

Date Completed
Ongoing since 1984

Key Personnel
Brian Welker
Dan Pape
Asad Bajwa

Reference
Randy Bukas
City Manager
815.235.8206
citymgr@
cityoffreeport.org

Multi-Year Consulting Services & Runway 6-24 Rehabilitation

ALBERTUS AIRPORT | FREEPORT, IL

Since CMT's initial selection by City of Freeport in 1984, CMT has provided planning and engineering services to the airport to aide in the modernization of the Albertus Airport. The airport has seen a steady growth in based aircraft and infrastructure improvements have provided access to corporate aviation—an important element in support of economic development in a community. To accommodate the growth in business jet operations, CMT partnered with the city to reconstruct, extend and widen Runway 6/24.

CMT prepared plans, specifications and cost estimates and provided construction observation and program management services for the overlay, widening and extension of runway 6/24 and the construction of taxiways to the proposed T-hangar area. Project elements included a 500-foot x 100-foot extension of Runway 6; 5,000-foot x 25-foot runway widening; extensive bituminous patching and crack repair on Runway 6/24; recabling and lighting of Runway 6/24 (MIRL); installation of REILs at each end; roadway and utility relocation.

Airport Highlights & Successes Utilizing CMT Services:

- Construct Southwest Terminal Area entrance road
- Construction of new electrical vault Rehabilitation of original apron and taxiway system
- Airfield lighting system modernization
- Extension of parallel taxiway to runway ends
- T-hangar area and corporate hangar site development
- Instrument landing system justification programming design and construction to allow all-weather operations
- Runway Safety Area improvements including South Hollywood Road relocation
- Land acquisition
- Reconstruction of entrance road and terminal area auto parking
- Airport perimeter/security fencing
- Airport Layout Plan and Master Plan Update
- Airport Environmental Assessment
- Annual Capital Improvement Program planning

Fuel and Snow Removal Equipment Acquisition Experience

CMT has recent experience in the procurement of the Fuel and Snow Removal Equipment (SRE) through the FAA Airport Improvement Program at several different airports. Generally, CMT has prepared contract documents including bidding requirements and technical specifications for fuel trucks, snow plows, material spreaders, single stage and two stage rotary plows, high speed rotary brooms, extension wings, and carrier vehicles. Bidding services include advertisement, pre-bid meeting, responding to bidder's questions, bid reviews, preparation of contract award and the coordination of the Buy American requirements with FAA.

Recent experience includes work at the following airports:

- General Wayne A. Downing Peoria International Airport, IL
- Whiteside County Airport, Rock Falls, IL
- University of Illinois - Willard Airport, Champaign, IL
- Central Illinos Regional Airport, Bloomington, IL
- Youngstown-Warren Regional Airport, OH
- Greater Kankakee Airport - Kankakee, IL
- Fairfield Municipal Airport - Fairfield, IA
- Lake in the Hills Airport - Lake in the Hills, IL

Aviation Buildings

CMT provides airport-related architectural services necessary for both new facilities and modifications to existing buildings. Projects have included terminals, office buildings, maintenance buildings, fire/crash/rescue buildings, hangars and T-hangars, corrosion control facilities, electrical facilities and weather service buildings.

Services include surveys, facility and site planning, architectural design and construction inspection. The firm provides structural design of the building foundation and structural steel as well as design of utilities and adjacent airfield pavements. In addition to our internal resources for architectural services, CMT routinely engages the services of local architects to provide enhanced value to the project.

CMT Team & Organizational Plan

Full resumes provided for individuals whose names are in Bold Type.

DEKALB TAYLOR MUNICIPAL AIRPORT

TECHNICAL ADVISOR
Brian Welker, PE
Terry Schaddel

PRINCIPAL-IN-CHARGE
Brad Hamilton, PE, CM

PROJECT MANAGERS
Dan Pape, PE
Doug Klonowski, PE

ENVIRONMENTAL/ PLANNING/LAND
Craig Louden, PE, LEED GA
Doug Gregory, CM
Terry Tappenbeck
Lana Sumner, AICP

AIRFIELD DESIGN ENGINEERING
D. Kyle Peabody, PE
Neil Finke, EI
Adam Moulton

AIRFIELD LIGHTING & GENERAL ELECTRICAL
Asad Bajwa, PE
Casey Tobin

CONSTRUCTION PHASE SERVICES
Neil Finke, EI
Tony Marin, PE
Aaron Johnson
Adam Moulton
Robert Heinz

DRAINAGE/ PERMITTING
Chris Dagiantis, PE, CFM

SURVEYING SUBCONSULTANT
AMERICAN SURVEYING & ENGINEERING, P.C.
IDOT-approved DBE

GEOTECHNICAL SUBCONSULTANT
TSC

Ready & Available Resources

WE'RE NEVER FAR AWAY

- With 19 dedicated aviation professionals in CMT's northern Illinois offices, we're ready to serve DeKalb Taylor Municipal Airport

WE ARE INVESTED IN YOUR PROGRAM

- Strategic assistance for state and federal funding sources, grant writing, and outreach to elected officials with our in-house Community Enhancement & Government Affairs Manager

CONSISTENCY, STABILITY & ENGAGEMENT AT YOUR SERVICE

- 200+ years combined aviation leadership experience in Northeast Illinois
- Access to 28 additional aviation professionals in four other Illinois office locations.
- Deep bench of over 90 aviation-focused individuals firm wide
- Staff adjusts to meet project demand
- Engagement of Key Staff for the DKB Team shown below

Adam Moulton, EI | Dan Pape, PE | Doug Klonowski, PE | Neil Finke, EI | Tony Marin, PE

Your work is a vital part of accomplishing the [IDOT - Division of Aeronautics]'s mission and objectives successfully, and you are all to be commended for your professional approach to your work.

IDOT - Division of Aeronautics

I have worked with a number of firms, and in every instance, CMT stands above the rest. Please know our organization appreciates all the extra efforts you and your co-workers make for us.

Central Illinois Regional Airport, Bloomington, IL

Dan Pape, PE

PROJECT MANAGER

With CMT since 1987, Dan is a Project Manager and Aviation Group Manager for CMT's northern Illinois offices. He has a broad range of aviation experience that will support your future development.

DeKalb Taylor Municipal Airport,IL
Project manager for general engineering tasks including airspace evaluations, various planning services and Transportation Improvement Program development.

Schaumburg Regional Airport, IL
Project Engineer for the design, construction, and planning phases for the complete reconstruction of the airport including construction of a runway, taxiways, terminal apron, building demolition and construction, wetlands, entrance road, and auto parking lot facilities.

Chicago Rockford International Airport, IL
Project Engineer for several major taxiway reconstruction projects that serve large wide body aircraft including Taxiway B, Taxiway J, and Taxiway L.

Project Engineer for the site development, grading, roadway and auto parking lot and utility relocations in support of the new Midfield Aviation Industrial Park and construction of a new 200,000-square-foot MRO facility.

Chicago Executive Airport, Wheeling, IL
Dan has served the Chicago Executive Airport in various capacities throughout his 30+ year career. In 1989, as the design and construction resident engineer on the first federally funded apron and taxiway construction project in the southeast quadrant of the airport. Later serving as design, construction and project engineer on numerous widely varying projects including Wolf/Hintz Road relocations and bridge construction, Runway 12/30 rehabilitation and widening, Taxiway Lima extension and the more recently the extension of Taxiway Kilo.

Dixon Municipal Airport, IL
Project Engineer for design and construction phases of the T-hangar taxiways rehabilitation. The project included the complete reconstruction of seven T-hangar taxiway pavement areas. Design evaluation included a value engineering proposal, which maximized the extent of the area to be replaced with the limited funds available.

Years' Experience: 35; **Education**: BSCE, University of Illinois, 1986; **Professional Registration**: Professional Engineer - IL #47269

Doug Klonowski, PE

PROJECT MANAGER

Doug has been with CMT since 1991 as a Transportation Engineer for the design and planning of transportation and aviation projects.

DeKalb Taylor Municipal Airport, IL
Project Manager for the Rehabilitation of Runway 2/20. This project involved coordination between stakeholders to minimize the closure of the Airport's main runway while still providing valued construction work areas. Key design features included adjusting longitudinal profile through the Runway 9/27 intersection and adjusting transverse cross slope in accordance with FAA criteria.

Project Manager for the Replacement and Relocation of the Existing NAVAIDS on Runway Ends 2, 20 & 27. Project improvements included removal of existing PLASI and VASI units and the installation of L-880 LED PAPIs and REILs. This project assisted in providing additional air navigation safety improvements while also cutting energy costs for the Airport.

Project Manager for the Mill and Overlay of Taxiway C. As the parallel taxiway to the Airport's main runway and the main route back to the terminal apron, construction sequencing played a significant role in the design and construction of this project. Construction phasing in accordance with the FAA Advisory Circulars enabled construction to be completed while minimizing impacts to aircraft operations. Project improvements included adjusting longitudinal and transverse slopes to meet FAA criteria while provind an improved riding surface for aircraft.

Lake in the Hills Airport, IL
Project Manager for the Obstruction Evaluation, Obstruction Removal and Runway Threshold Remarking. This project involved both planning and design phase elements and as a result provided the Airport's only runway to operate within its full pavement length after removal of the displaced threshold.

Project Manager for the preparation and development of the airport's annual Transportation Improvement Program for planning of future airside and landside airport projects.

Chicago Executive Airport, Wheeling, IL
Project Engineer for the rehabilitation of Runway 16/34 including construction of 60,000 tons of bituminous material and complex sequencing to allow construction work on weekends and the runway to remain open during the week. Key design elements included remaining life analysis, benefit cost analysis, and environmental documentation.

Years' Experience: 31; **Education**: BSCE, University of Illinois, 1991; **Professional Registration**: Professional Engineer - IL #50464

Brian Welker, PE

TECHNICAL ADVISOR

With CMT since 1983, Brian serves as Senior Vice President and Chief Operating Officer. He has experience on a wide range of airport, highway and stormwater management projects. He has been involved in the planning, environmental, design and construction phases of these projects.

Greater Kankakee Airport, IL

Project Manager for sitework for expansion of T-hangar.

Project Manager for the rehabilitation of the airport entrance road, T-hangar pavements and Runway 16/34.

Responsible for coordination of annual airport improvement program submittal to IDOT and the FAA.

Lake in the Hills Airport, IL

Provided management for update of program, FAA/IDA coordination and design services for fuel farm relocation, Runway 8/26 Safety improvements, including building, hangar and apron removal and construction of Taxiway A extension.

Lansing Municipal Airport, IL

Project Principal for ongoing airport planning, design and construction assignments.

Project Manager for the construction of Runway 18/36 and parallel taxiway.

Project Principal for Environmental Assessment for Airport Development Program.

Aurora Municipal Airport, Sugar Grove, IL

Project Principal for planning, design and construction phase services for the installation of an ILS on Runway 33.

Years' Experience: 38; **Education**: BSCE, University of Illinois, 1983; **Professional Registration**: Professional Engineer - IL #43722, OH, MI, WI

Brad Hamilton, PE, CM

PRINCIPAL-IN-CHARGE

With progressive responsibility to his current role as Vice President and Business Unit Director for CMT's Aviation Services unit, Brad has experience on a broad range of aviation projects and has worked daily with clients to strategically execute aviation planning and development programs.

Kankakee County, IL

Project Manager for a multi-disciplined study to evaluate land use, transportation and economic development for the 9-square-mile area surrounding the Greater Kankakee Airport, a general aviation airport located in the south suburban area of Chicago. This was a multi-agency project involving the County Planning office, the regional economic development corporation and the airport.

Chicago Executive Airport, Wheeling, IL

Project Planner for Master Plan and Airport Layout Plan update at reliever airport located in highly-constrained environment. Developed detailed aviation forecast and facility requirements to address aircraft storage needs. Conducted a detailed analysis of crosswind runway expansion and reorientation.

Aurora Municipal Airport, Sugar Grove, IL

Project Manager for general aviation reliever Airport Layout Plan including alternatives development for new National Guard Army Aviation Support Facility and Readiness Center.

DuPage Airport, West Chicago, IL

Master plan and airport layout plan update at major reliever airport, including development of a comprehensive GIS database for utilities, pavements and land holdings.

Years' Experience: 32; **Education**: BS Aeronautical Engineering, University of Illinois, 1989; **Professional Registration**: Professional Engineer - IL #53314

Terry Schaddel

TECHNICAL ADVISOR

Terry has served Illinois airports for over 40 years, both with the Illinois Division of Aeronautics and now with CMT. Terry is a knowledgeable resource for planning, environmental clearance, programming, project development, and aligning airports with the ever-evolving landscape of FAA and state priorities.

Illinois Department of Transportation, Division of Aeronautics

1977-2017

Managed all airport planning actions in the State of Illinois including Airport Master Plans and airport layout plans.

Managed all airport NEPA actions in the State of Illinois including Environmental Impact Statements, Environmental Assessments and Categorical Exclusions.

Managed all Airport FAR Part 150 Noise Studies in the State of Illinois including preparation of Noise Exposure Maps and Noise Compatibility Programs.

Managed all Wildlife Hazard Studies in the State of Illinois including Wildlife Hazard Assessments, Wildlife Hazard Management Plans and Wildlife Hazard Site Visits.

Notable Airfield Actions:

- Public Acquisition and development of Chicago Executive Airport
- Redevelopment of the DuPage Airport
- Public Acquisition of the Lewis University Airport, Lake in the Hills Airport, Bolingbrook's Clow International Airport and Schaumburg Regional Airport
- Development of new airport facilities at Pontiac Municipal Airport, Mt. Sterling Municipal Airport and the Illinois Valley Regional Airport.

Waukegan National Airport, IL

Airport Layout Plan & Environmental Assessment Oversight

Management and oversight on the update to the UGN Airport Layout Plan and preparation of an Environmental Assessment. Received FAA approval of the updated Forecasts and Project Justification.

Years' Experience: 44; **Education**: MSCE, University of Illinois, 1977; BSCE, University of Illinois, 1975

Craig Louden, PE

ENVIRONMENTAL/PLANNING/LAND

Craig brings his experience working at airports of all sizes, but primarily those within a large metropolitan system. From managing projects at O'Hare International to reliever airports, he is recognized for his thoroughness and diligence in problem solving and quality deliverables.

Chicago Executive Airport, IL

Master Plan Update

Project Manager for Master Plan Update. This multiple phase project will be the first comprehensive master plan update at PWK in nearly 30 years. Included in the project is a comprehensive inventory, constrained and unconstrained aviation demand forecast, and facility requirements focused on the need and justification for facility expansion. Additional elements include a comprehensive airport geographic information system (AGIS), including obstruction analysis and acquisition of new mapping and a significant public outreach and stakeholder engagement program.

Project Engineer for 2006 airfield pavement repairs.

Design Engineer for Hanger 2 demolition.

Design Engineer for the Taxiways K and E extension.

Design Engineer for 2003 airfield repairs.

Greater Kankakee Airport, IL

Project Engineer for the rehabilitation of the Terminal Apron and Taxiway H (Phase 2).

Project Engineer for the Runway 4/22 rehabilitation.

Project Engineer for the Southeast Quadrant water main.

Aurora Municipal Airport, IL

Design and Resident Engineer for the Runway 33 ILS/ Runway 9 localizer relocation.

Resident Engineer for the parallel taxiway to Runway 9/27.

Design and Resident Engineer on the Taxiway A overlay.

Design and Resident Engineer of the NE Quadrant Apron/Runway 27 stopway.

Design Engineer for Southwest Quadrant Apron - Phases 1 and 2.

Design Engineer for Southwest Quadrant roadway and parking lot.

Years' Experience: 20; **Education**: MSCE, University of Illinois, 2002; **Professional Registration**: Professional Engineer - IL #58753

Neil Finke, EI

CONSTRUCTION PHASE SERVICE/
AIRFIELD DESIGN

Neil has experience in capital improvement planning, design, QA/QC on construction projects, surveying and managing and training employees.

DeKalb Taylor Municipal Airport, IL
Design and Resident Engineer for the Rehabilitation of Runway 2/20. This project involved improvements to the Airports main runway while adjusting longitudinal and traverse cross slopes.
Resident Engineer for the Replacement and Relocation of the Existing NAVAIDS on Runway Ends 2, 20 & 27 including the installation of PAPI systems, REIL systems and wind cones along with the assoicated electrical cable and facilities.
Resident Engineer for the Mill and Overlay of Taxiway C including the placement of approximately 8,000 tons of bituminous material to meet surface gradient criteria as set forth by FAA.

Schaumburg Regional Airport, IL
Resident Engineer for the rehabilitation of the parking lot and T-hangar pavement. Due to business of the airport restaurant and frequent hangar tenant aircraft traffic, phasing was adapted to accommodate the hangar tenants and the airports restaurant as best as possible while still providing the contractor adequate time and room to complete their work.

Lake in the Hills Airport, IL
Design Engineer for the total reconstruction, widening and reprofiling of Runway 8/26 at the Lake in the Hills Airport. This project balanced the closing of the Airport's only runway with timely, well sequenced reconstruction of a pavement showing heavy signs of fatigue and distress.

Dixon Municipal Airport, IL
Resident Engineer for the lighting project at Dixon where all existing Runway 8/26 home run lighting circuit and stake-and base-mounted runway lights were removed and replaced.

Chicago Executive Airport, IL
Assistant Resident Engineer during the construction phase of the rehabilitation and overlay of Chicago Executive's 4,400-foot crosswind runway. Construction consisted of 24 hour paving periods so that we could minimize the impact of the closures for the airport. Responsibilities included recording, coordinating testing, and supervising paving operations.

Years' Experience: 6; **Education**: BSCE, Bradley University, 2015

Kyle Peabody, PE

AIRFIELD DESIGN

Kyle Peabody has been with CMT since 1988, with progressive responsibility to his current position as Project Manager. He has experience as a project engineer, project manager, design engineer, resident engineer and planner for transportation projects including airports, roadways and stormwater management.

Lansing, Illinois, Municipal Airport
Project Engineer for the design and construction of the partial parallel taxiway to Runway 18/36 and pavement rehabilitation of the north quadrant T-hangar pavement Phase 1.

Project Engineer for design and construction of the installation of Runway 36 localizer and site work.

Project Engineer for the design and construction for the southwest quadrant T-hangar site work Phase 1 and Phase 2 and north quadrant T-hangar site work Phase 1.

Dixon Municipal Airport, IL
Project Engineer for the design and construction of Runway 8/26 lighting rehabilitation. Project Engineer for the design of Runway 12/30 lighting rehabilitation and install new fence on north property line.

Lake in the Hills Airport, IL
Design Engineer and Assistant Project Manager for Runway 8/26 Safety improvements, including building, hangar and apron removal and construction of Taxiway A extension.

Schaumburg Regional Airport, IL
Project Engineer for west T-hangar sitework, entrance road, and auto parking lot, general aviation apron Phases 2A and 3 perimeter security fencing, and precision approach path indicators for Runway 11/29.

Chicago Executive Airport, Wheeling, IL
Design Engineer for Runway 16/34 pavement rehabilitation, east quadrant apron and northwest quadrant taxiway.

Chicago Rockford International Airport, IL
Design Engineer for the construction plans for the rehabilitation of Taxiway F and Taxiway B, Runway 1/19, runway safety area/runway incursion action team improvements, contaminated stormwater pond improvements, Falcon Road relocation and airport perimeter road.

Design Engineer for the construction plans for the expansion of the Northwest Air Cargo Apron including paving, drainage and utilities.

Years' Experience: 33; **Education**: BSCE, University of Illinois, 1988; **Professional Registration**: Professional Engineer - IL #48437, OH, IA

Tony Marin, PE

AIRFIELD DESIGN

Tony has been with Crawford Murphy & Tilly, Inc. since 2000 as an aviation engineer.

Waukegan National Airport, IL
Resident Engineer for the Runway 5/23 rehabilitation project. The project included the fast track repaving of the 150' X 6,000' primary runway.

Aurora Municipal Airport, IL
Design Engineer for the rehabilitation of Runway 9/27, which included bituminous pavement removal and replacement with PCC pavement.
Design Engineer and Resident Engineer for the construction of the partial parallel taxiway to Runway 15/33.

DuPage Airport, West Chicago, IL
Design Engineer for the construction of Runway 20R extension and Runway 10/28 lighting rehabilitation.

Design Engineer for the construction of Runway 2R/20L widening and extension.

Schaumburg Regional Airport, IL
Resident Engineer for the construction of the general aviation apron Phase 4 including PCC pavement, earthwork, drainage lighting, and marking.

Resident Engineer for the construction of the west T-hangar site work including drainage, earthwork, roadway lighting, water main, and bituminous pavement.

Greater Kankakee Airport, Kankakee, IL
Design and Resident Engineer for construction of a multiphase perimeter safety and wildlife fencing, which include 5.4 miles of new 10' wildlife fencing, deterrent barrier, earthwork, drainage and wetland permitting.

Years' Experience: 21; **Education**: BSCE, University of Illinois, 1999; **Professional Registration**: Professional Engineer - IL #57994

Asad Bajwa, PE

AIRFIELD LIGHTING & ELECTRICAL

Asad has worked for CMT as an Electrical Engineer since 1994. He has served as project manager, project engineer, designer and has specific experience working on airport, roadway, parking lot and municipal building projects. Asad serves as Chief Electrical Engineer and oversees the firm's electrical engineering projects.

Aurora Municipal Airport, IL

Runway Lighting
Electrical Design Engineer for HIRL Runways 15/33 and 9/27, centerline and touchdown zone lighting of Runway 9/27, land and hold short lighting, vault and air traffic control upgrades.

Instrument Landing System
Electrical Design Engineer for HIRL Runways 15/33 and 9/27, centerline and touchdown zone lighting of Runway 9/27, land and hold short lighting, vault and air traffic control upgrades.

Precision Approach Path Indicator System
Electrical Design Engineer for Runway's 15/33 Precision Approach Path Indicator (PAPI) system.

Schaumburg Regional Airport, IL

Runway/Taxiway Edge Lighting
Electrical Design Engineer for airfield lighting vault, including power distribution and control system for runway/taxiway edge lighting, REILs, beacon, and windcones.

Electrical Design Engineer for apron and parking lot lighting system.

Electrical Design Engineer for PAPI System for Runway 11/29.

Chicago Executive Airport, Wheeling, IL
Electrical Design Engineer for runway and taxiway extensions.

Electrical Design Engineer that provided complete electrical design of runway and taxiway extensions including airfield lighting, homerun modifications and airfield vault design.

Electrical Design Engineer for Runway 16/34 High Intensity Runway Light system and associated vault upgrades.

Electrical Design Engineer for Runway 16/34 Guard Light System associated vault upgrades.

Electrical Design Engineer for Runway 12/30 Medium Intensity Lights system and associated vault upgrades.

Electrical Design Engineer for Precision Approach Path Indicator system for Runways 16/34 and 12/30.

Years' Experience: 30; **Education**: MSEE, University of Detroit, 1993; **Professional Registration**: Professional Engineer - IL #055662, FL

Aaron Johnson

CONSTRUCTION PHASE SERVICE

Aaron Johnson has been with Crawford, Murphy & Tilly, Inc. since 1994. Duties have included surveying, construction inspection and assistance on various transportation design projects.

Freeport-Albertus Airport, IL

- Rehabilitate Runway 6/24
- Construction of new electrical vault
- Construction of Southwest Terminal Area entrance road
- Install glideslope antenna and MALSR on Runway 24 (2007)
- Extend parallel taxiway to Runway 6/24 (2005)
- Repair apron, taxiway and T-hangar pavement (2007)
- T-hangar taxiway Phase 4 construction (2005)

Whiteside County Airport, IL

- T-hangar taxiway Phase 2 construction (2005)
- Rehabilitate terminal apron (ARRA) (2009)
- Recable airfield Phase 1 and 2 (2008-2009)
- Rehabilitate T-hangar pavements/taxiway repairs (2010)
- Aircraft fuel dispensing upgrades (2010)
- Rehab and mark north terminal apron
- Rehab and mark Runway 18/36

Years' Experience: 26; **Education**: AS Engineering Technology, Morrison Institute of Technology, 1994

Chris Dagiantis, PE

DRAINAGE/ PERMITTING

Chris specializes in drainage and hydraulics, and has worked on many design and construction projects that have included storm sewers, grading and detention modifications. He is a Certified Floodplain Manager with experience with complex hydraulic modeling

Lansing Municipal Airport, IL

South Airfield Master Drainage Study

Project Engineer for complex hydrologic and hydraulic analyses to revise the existing FEMA floodway located along the Lansing Ditch. The Lansing Ditch runs through the airport property and inundates the majority of the airport during a 100-year frequency storm event. Various alternatives have been reviewed to reduce the floodway limits including channel improvements, culvert upgrades and upstream flood storage. The hydrologic analyses was completed using HEC-1 while the hydraulic analyses use both FEQ (Full Equations Model) and HEC-RAS modeling.

Albertus Airport, Freeport, IL

Master Drainage Study

Project Engineer for Master Drainage Study.

Years' Experience: 27; **Education**: BSCE, University of Illinois, 1994; **Professional Registration**: Professional Engineer - IL #54123, Certified Floodplain Manager

Doug Gregory, CM

ENVIRONMENTAL/PLANNING/LAND

Doug Gregory has been with CMT since 2004 and has been lead planner and project manager for a wide range of client initiatives including master plans, airspace analysis/obstruction mitigation, benefit-cost analysis, aviation demand projections, etc. Projects have ranged from small general aviation airports to primary commercial services airports. Mr. Gregory is also a licensed pilot and certified member of the AAAE.

Midway Airport, Chicago, IL

Lead Planner and Deputy Project Manager for On-Call Planning Service. Development of a comprehensive airport obstruction survey/ inventory (AGIS compliant) and the establishment of an airport-wide obstruction mitigation program. Currently leading an ALP Update and Modification of Standards (MOS) Assessment for Chicago Midway. The MOS Assessment includes over 100+ non-standard conditions which must be analyzed and mitigated. In addition, an update to the airport's GIS dataset is being completed as part of the FAA's Core 30 initiative. This effort includes new aerial imagery, mapping, GIS feature creation, and submittals to FAA's system.

Years' Experience: 17; **Education**: BS Aeronautical Science, Embry-Riddle Aeronautical University, 2004; **Professional Registration**: Certified Member of AAAE

Terry Tappenbeck

LAND ACQUISITION

Terry joined CMT after a 35-year career with the State of Illinois where he oversaw various types of project management, property management, and land acquisition and relocation programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, along with local, state and federal regulations.

Experience Prior to Joining CMT:

Illinois Department of Transportation

From Land Acquisition Manager to Chief of the Land Acquisition Section

Terry was responsible for developing and directing the Department of Aeronautics (DOA)'s land acquisition policies and procedures to acquire 150-250 parcels for the 78 public use airports and the new South Suburban Airport (SSA) Project to ensure compliance with local, state and federal laws.

He directed, developed, executed and managed teams of land acquisition professionals. He oversaw and managed the DOA's annual land acquisition budget of $200 million to $300 million.

Terry directed the DOA's 20 to 50 annual land acquisition service contracts worth $5 million to $10 million.

Years' Experience: 30; **Education**: BS Western Illinois University, 1976;

Utilizing Local Subconsultants

American Surveying & Engineering, P.C. | Chicago, IL

American Surveying & Engineering, P.C. (ASE) is a full-service A/E firm that offers a variety of professional services. ASE was established by Coventine Fidis in 1978 as American Surveying Consultants. Its corporate office is in Chicago with branch offices in Naperville and Dixon, Illinois. ASE employs Professional Land Surveyors and Professional Engineers, who are supported by Environmental experts, GISPs, Appraisers, Negotiators, Professional Office Support and experienced Field Crews. Our land surveyors are licensed in Arizona, California, Colorado, Idaho, Indiana, Illinois, Iowa, Michigan, Minnesota, Ohio, South Dakota, Texas, and Wisconsin. ASE engineers are licensed in Illinois, Indiana, Iowa and Michigan.

Testing Service Corporation | DeKalb, IL

Testing Service Corporation specializes in a broad range of professional sub-surface study and field testing/observation services - at reasonable cost.

Since 1954, countless architects, engineers and developers throughout the midwest have relied on our expertise for private sector residential developments, regional shopping centers, distribution and rail/cargo off-loading facilities, office buildings and professional sports complexes, along with public infrastructure projects such as airports, expressways, bridges and tunnels.

List of Current Projects Underway

Listed below are current aviation related projects being completed by staff in CMT's Aurora, Chicago and Rockford offices.

Aurora Municipal Airport

- Rehabilitate Terminal Apron and Taxiway P Phase 2 – Construction Services
- Rehabilitate Terminal Apron Phase 3 – Construction Services
- Rehabilitate Terminal Apron Phase 4 – Construction Services

Chicago Executive Airport

- Airfield Pavement Repairs – Construction Services
- Rehabilitate Airfield Lighting Phase 1 – Construction Services

Chicago Rockford International Airport

- Construct Security Fencing Phase 2 – Construction Services
- Construct South Parallel Taxiway P Grading and Drainage Phase 1
- Rehabilitate Taxiway F
- Construct South Parallel Taxiway P Grading and Drainage Phase 1

DeKalb Taylor Municipal Airport

- Mill and Overlay Taxiway C – Construction Services
- Remove and Replace A Portion of the Terminal Apron

Dixon Municipal Airport

- Install Taxiway Lighting – Construction Services
- Install Fencing Phases 1 and 2 – Construction Services
- Rehabilitate Taxiways A, B, C, D & T-Hangars Taxilanes

DuPage Airport

- Reconfigure Taxiway E
- Rehabilitate Runway 10/28 Lighting
- 2022 Airfield Repairs

Freeport Albertus Airport

- Rehabilitate North Quadrant T-Hangar Access Taxiways – Construction Services
- Construct Perimeter Fencing Phase 2
- Rehabilitate Taxiway A and Connectors

Greater Kankakee Airport

- Rehabilitate Runway 16/34 – Construction Services
- Obstruction and Wildlife Hazard Removal Phase 1

Lake in the Hills Airport

- Rehabilitate Runway 8/26 Phase 2 – Construction Services
- Acquire SRE Equipment
- Rehabilitate Runway 8/26 Lighting Phase 3

Lansing Municipal Airport

- Rehabilitate Runway 18/36 Taxiway B and Taxiway G

General Mitchell International Airport

- Airfield Pavement Evaluation

Quad Cities International Airport

- Shorten Runway 5/23 and Realign Taxiway A – Construction Services

Schaumburg Regional Airport

- Airfield Lighting Rehabilitation

Waukegan National Airport

- Rehabilitate Lighting Phase 1 and 2
- Fencing Phase 5 – Construction Services
- Remove Tree Obstructions Phase 3
- Rehabilitate South Hangar Pavements Phase 1

Whiteside County Airport

- Construct Runway 36 Connector

Proven Ability to Meet
Schedules & Budgets

CMT's ability to deliver quality projects for our airport clients in a timely manner over the past 75 years is the result of our commitment to exceptional customer service. CMT's approach to Schedule & Budget Control is based on the following:

COST & SCHEDULE CONTROL

CMT has a project management process intended to keep project delivery within budget and on schedule. Our organization is built upon a strong project management culture where achieving these goals is of utmost importance. Our performance record can be verified by the significant amount of repeat work we earn from our clients. Our firm's size allows CMT management to remain actively involved in projects, from contract initiation to final completion.

FAA COORDINATION

Much of CMT's success can be traced to the proactive approach we take to coordinating clients' plans and projects with the FAA. We maintain excellent working relationships with the Great Lakes Region staff and invite them to the table early on in the planning process. This minimizes risk of schedule slippage when documents are submitted for review.

STAFF AVAILABILITY

The CMT team has a deep bench of 97 aviation-focused individuals with a broad distribution of skills and responsibilities. The CMT team is readily available and provides confidence that your project will be in good hands.

RESPONSIVE SERVICE

CMT has an excellent reputation for responsiveness. Whether communicating remotely or in person, CMT will be accessible 24/7. In addition, with the knowledge that we have gained from lessons learned on projects at other airports, you can rest assured we will be especially attentive, responsive, and accessible.

> *"I could go on and on with all the reasons we are always pleased at another opportunity to work with you...It is a relief to know we will be in your hands."*
>
> *Michael Roper, retired Airport Manager, Charles B. Wheeler Downtown Airport*

9.4
out of 10

CMT CLIENT SATISFACTION

Average Score, past 3 years

Meeting Schedules & Budgets

Through our Client Satisfaction Improvement Process (CSIP), CMT has been formally measuring our performance through our clients for nearly 20 years. Our average scores over the last three years indicate a high level of performance on meeting schedule, budget, and communication expectations.

SCHEDULE SCORES

- **9.6** Respond in a timely manner?
- **9.5** Follow through on commitments and promises?
- **9.5** Complete assignments on time?

BUDGET SCORES

- **9.3** Demonstrate sensitivity to construction budget?
- **9.3** Demonstrate sensitivity to engineering/design budget?
- **9.3** Submit clear & accurate invoices in a timely manner?

COMMUNICATION SCORES

- **9.6** Listen to you?
- **9.6** Effectively communicate?
- **9.5** Keep you informed?
- **9.5** Meet your needs?

Value: Experienced & Delivered

CMT Strengths and Benefits

- Previous experience by team members at the DeKalb Taylor Municipal Airport.
- Locally based project leadership, design team and supporting resources with significant knowledge of IDA design procedures, FAA Advisory Circulars and local material considerations.
- Three offices within proximity to DeKalb.
- Available capacity to provide timely response and assistance to City of DeKalb on technical matters.
- Strong relationship with the FAA-Great Lakes Region, FAA-Chicago Airport's District Office and IDOT-Aeronautics personnel.
- Significant experience providing professional services on similar airport development programs.

Expertise in Aviation

CMT offers the DeKalb Taylor Municipal Airport high-level aviation expertise. Our depth and breadth of aviation knowledge and experience is what supports our long term relationships. This unique knowledge provides the DeKalb Taylor Municipal Airport with the comfort that no matter the question or specific challenge the airport may present our team, it is likely we have experienced it before and are prepared to offer effective solutions.

Continued Relationship Building and Trusted Advisors

Since our original selection as the Engineer of Record for the Airport in 2017, CMT has established a strong working relationship with the City Staff, Airport Advisory Board and Airport management. While the relationship is relatively new, CMT's Airport Group Manager and Project engineers continually work to expand our resources to provide a depth of Aviation knowledge and serve as a reliable and trusted advisor to the Airport Manager and Board. Our goal is to continue to develop the airport and deepen the relationship that we commonly experience with our other long-term partners. Your success will ensure our success.

Stability and Consistent Staff

The City of DeKalb can be confident in knowing who will be working on your projects. CMT offers the airport unmatched consistency and expertise. With staff that have spanned more than two decades of planning, programming, design, and construction on your airport, CMT offers the City of DeKalb the comfort that your engineering consultant knows what is important to you.

Consistent with our goal of continuous improvement, CMT has recently added several key members to its team who provide unique capabilities and experience that will advance your projects. Terry Schaddel, former IDOT - Aeronautics environmental specialist, will serve as a technical advisor on your program. Ally Fields - a former senior policy advisor to the Illinois congressional delegation in support of its work on the House Transportation and Infrastructure committee - will also provide technical guidance. Terry Tappenbeck, former IDOT Aeronautics, Land Acquisition Specialist has joined CMT and will provide support with any land acquisition needs. These additions provide evidence of CMT's continued expansion of its technical capabilities to support our aviation clients' programs.

Familiarity and Close Proximity to DeKalb

As presented in the Key Personnel section of this proposal, CMT has assembled a team with experience at the DeKalb Taylor Municipal Airport and similar airports throughout northern Illinois. With offices in Springfield, Aurora, Rockford and Chicago, we can provide you with quick and responsive service from 19 aviation professionals working in northern Illinois, and more than 90 aviation staff members firm-wide. No other firm has the local and past experience at DeKalb. Likewise, no other firm can offer the combination of local access and depth of staff that CMT offers.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2022

Classification	Regular Rate
Principal	$ 245
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	$ 235
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 205
Sr. Structural Engineer II Sr. Architect II	$ 190
Sr. Technician II	$ 170
Aerial Mapping Specialist	$ 165
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 165
Technical Manager II Environmental Scientist III	$ 150
Sr. Technician I	$ 145
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 145
Environmental Scientist II Technician II	$ 125
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 105
Administrative/Accounting Assistant	$ 70

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2023.

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-527-9049
Holmes Murphy and Associates
- Peoria
311 S.W. Water Street
Suite 211
Peoria, IL 61602-4108

CONTACT NAME: Audrey McNeill
PHONE (A/C, No, Ext): 309-282-3907 FAX (A/C, No): 866-501-3945
E-MAIL ADDRESS: amcneill@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EMPLOYERS MUT CAS CO	21415
INSURER B: COLONY INS CO	39993
INSURER C: XL SPECIALTY INS CO	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Crawford, Murphy & Tilly, Inc.
CMT North America, Inc.
2750 West Washington
Springfield, IL 62702

COVERAGES **CERTIFICATE NUMBER:** 64012630 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			5D57480	01/01/22	01/01/23	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Valuable Papers	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			5E57480	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5J57480	01/01/22	01/01/23	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			5H57480	01/01/22	01/01/23	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability			CSP4223613	01/01/22	01/01/23	Claim / Aggregate	2,000,000
C	Professional Liability			DPR9986962	01/01/22	01/01/23	Each Claim	5,000,000
							Aggregate	7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIPS) Job # 17248-01
City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City are additional insured on the general and auto liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions.
Waiver of Subrogation applies on the general, auto, umbrella, workers compensation and professional liabiltiy per policy terms and conditions. A 30 day notice of cancellation applies to the general, auto, umbrella, workers compensation and professional liability per policy terms and conditions.

CERTIFICATE HOLDER

City of DeKalb
3232 Pleasant Street
DeKalb, IL 60115
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

   The following is added to the **Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

   Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

   For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   a. Any covered "auto" you lease, hire, rent or borrow; and

   b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

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F. SUBSIDIARIES AS INSUREDS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage.**

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred; or
   b. $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

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S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE*

Name of Person(s) or Organization(s)
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **Section II** of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	CRAWFORD MURPHY & TILLY, INC.
Endorsement Effective Date:	SEE ABOVE

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US – DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

X COMMERCIAL GENERAL LIABILITY COVERAGE PART
X BUSINESS AUTO COVERAGE PART
BUSINESSOWNERS COVERAGE PART
X COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
X WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE*

1.	**Name:**	
2.	**Address:**	ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED.
3.	**Number of days advance notice:**	30

*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.

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U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Consolidated AC Includes Change 1

Subject: Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects

Date: 9/25/2015
Initiated By: AAS-100

AC No: 150/5100-14E
Change: 1

1 **Purpose.**

This advisory circular (AC) provides guidance for airport Sponsors in the selection and engagement of architectural, engineering, and planning consultants. It also discusses services that normally would be included in an airport grant project, types of contracts for these services, contract format and provisions, and guidelines for determining the reasonableness of consultant fees.

2 **Cancellation.**

This AC cancels AC 150/5100-14D, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects,* dated August 30, 2005.

3 **Applicability.**

A Sponsor is required to award each contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, land acquisition services, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Chapter 11, Selection of Architects and Engineers), or an equivalent qualifications-based requirement prescribed for or by the Sponsor of the airport. See 49 U.S.C. § 47107(a) (17) and the grant assurances.

Title 2 of the Code of Federal Regulations (C.F.R.), part 200, establishes uniform administrative rules for Federal grants. The FAA prepared this guidance to assist Sponsor compliance with the procurement requirements of §§200.317-200.326.

This AC does not apply to airport projects that are fully funded with passenger facility charge (PFC) funds.

4 **Principal Changes.**

The AC incorporates the following principal changes. The revisions made by Change 1 are marked by horizontal bars in the outside margins.

1. Clarified Independent Fee Estimates processes.
2. Clarified multiple consultant selection process.
3. Added "Specific Rates of Compensation" method of contracting.
4. Revised and expanded discussion of Alternative Project Delivery Methods, moved to Appendix G.
5. Updated the advisory circular format to the decimal numbering system.
6. The Office of Management and Budget published the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, in 78 Federal Register Notice 78590, December 26, 2013. This final guidance contains the administrative requirements formerly contained in (A-110 and A-102), cost principles (A-21, A-87, and A-22), and audit requirements (A-50, A-89, and A-133) for federal awards. As of December 26, 2014, a Sponsor must implement applicable the requirements of 2 CFR §200 to remain allowable for federal assistance.
7. Further clarified multiple consultant selection processes.
8. Clarified allowable costs, applicability of profit and pass-through costs.

Michael J. O'Donnell
Director of Airport Safety and Standards

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CHAPTER 1. INTRODUCTION

1.1 Overview.

This advisory circular (AC) provides guidance for airport Sponsors in the selection and engagement of architectural, engineering, and planning consultants. This AC discusses services normally included in an airport grant project, types of contracts for these services, contract format, and guidelines for determining the reasonableness of consultant fees.

1.2 Definitions.

Definitions of the terms used in this AC are listed in Appendix A.

1.3 Referenced Documents.

Documents and regulations referenced throughout this circular are listed in Appendix B.

1.4 Types of Consultant Services.

There are two separate and distinct categories of consultant services that are typically utilized for projects conducted under airport grant programs. The first category involves planning services. The second category involves professional services for the design and construction administration/inspection of airport development projects and for land acquisition projects.

1.4.1 Aviation Planning Services.

This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. Airport site selection studies.
10. Airport development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.

12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Preparation of or updating of the airport layout plan.
15. Airspace analysis.
16. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.

1.4.2 Architectural/Engineering Services for Airport Development Projects.

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 1.5. The basic services are usually conducted in, but are not limited to, the five distinct and sequential phases summarized below:

1.4.2.1 **Preliminary Phase.**

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

1.4.2.2 **Design Phase.**

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

1.4.2.3 **Bidding and Negotiation Phase.**

These activities are sometimes considered part of the construction phase. They involve assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

1.4.2.4 **Construction Phase.**

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the Sponsor during all phases of construction.
2. Representing the Sponsor at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the Sponsor.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
10. Reviewing operations and maintenance manuals.

1.4.2.5 **Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

1.5 Special Services.

1.5.1 The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise.

1.5.2 Consultants performing special services may be employed directly by the Sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
7. Special environmental studies and analyses.
8. Expert witness testimony in litigation involving specific projects.
9. Project feasibility studies.

10. Public information and community involvement surveys, studies, and activities.
11. Preparation of record drawings.
12. Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.
13. Preparation of an as-built airport layout plan.
14. Preparation of property maps.
15. Preparation of quality control plan.
16. Preparation of final report.

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CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

2.1 General.

The procedures included in this chapter provide guidance for Sponsors in the selection and engagement of architectural, engineering, environmental, and planning consultants on projects funded wholly or in part under Federal airport grant programs. Adherence to these procedures will assure a Sponsor of compliance with the requirements of 49 USC § 47107(a) (17) and 2 CFR §200.320, as amended.

2.1.1 49 USC § 47107(a) (17) states: "Each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design engineering, surveying, mapping, and related services will be awarded in the same way that a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 or an equivalent qualifications based requirement prescribed for or by the Sponsor." In addition to the services described in this statute, the professional and incidental services listed under A/E Services in Appendix A, must also be procured using qualifications based procedures.

2.1.2 2 CFR § 200.320 establishes that procurement by competitive proposal, where price is not a factor, may only be used for procurement of architectural/engineering (A/E) services. It may not be used for other services even though an A/E firm may be a potential source to perform the service. If a conflict exists between 49 USC § 47107(a) (17) and 2 CFR 200, the statute will prevail.

2.1.3 Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualifications based selection procedures be used for the selection of firms to perform architectural and engineering services. Qualifications based procedures require that a contract for A/E services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2.2 Procurement Standards.

2.2.1 The selection of qualified consultants must be made on the basis of fair negotiations and equitable fees and through selection procedures that are professionally acceptable, ensure maximum open and free competition, and avoid any suggestion of unfair or unethical conduct.

2.2.2 Consultants employed for work on projects involving airport grants must be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the Sponsor, technical resources, and accessibility to other necessary resources.

2.2.3 The Sponsor's procurement action must be void of individual and organizational conflicts of interests both real and/or perceived.

2.2.3.1 Individual conflicts of interest may exist whenever a Sponsor's employee, officer, agent or family member thereof has a financial or other interest in the firms competing for the work.

2.2.3.2 Organizational conflicts of interest may exist when there is a lack of impartiality, impaired objectivity or an unfair advantage with one or more of the firms competing for the work.

2.2.4 Sponsors must maintain sufficient records, made available at the FAA's request, to detail the significant history of their procurement action. This includes the rationale for the procurement method; the selection considerations; contract type and basis for contract price.

2.3 Competition

2.3.1 Per § 200.319, all procurement transactions must be conducted in a manner providing full and open competition. It is the responsibility of the Sponsor to assess whether their procurements conform to the requirements of §200.318 for addressing conflict of interest and the standards of §200.319 for full and open competition.

2.3.2 An unfair competitive advantage may exist when one firm has access to source selection information that competing firms do not have similar access to.

2.3.2.1 To ensure objective contractor performance and eliminate unfair competitive advantage, 2 CFR part §200.319 requires entities that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals must be excluded from competing for such procurements. However, once selected, the successful consultant may participate in further definition of the scope of work. For purposes of full disclosure, Sponsors that seek external assistance with preparation of Statements of Work (SOW) for a request for qualifications (RFQ) are encouraged to make the restrictions of §200.319 known to the firm providing the assistance. For additional discussion on this please refer to the latest version of Order 5100.38.

2.3.2.2 There are situations where an unfair competitive advantage can be mitigated or neutralized. For example, the consultant who performs master plan services for a Sponsor or assists a Sponsor with preparation of their Capital Improvement Program would have an apparent unfair competitive advantage when competing for follow-on engineering design services. A Sponsor can mitigate this unfair advantage through full and open disclosure of the source selection information to all competing firms. The restrictions of 2.3.2.1 however, cannot be mitigated or neutralize.

2.3.3 Objective consultant performance can be compromised whenever a firm is in a position where they could apply undue influence on Sponsor decisions that ultimately benefit the consultant. Sponsors that combine the selection of a planning consultant and engineering consultant create the potential for a problematic situation that may jeopardize AIP participation in the Sponsor's professional services expenses. This is primarily due to conflicts with the AIP procurement requirements, found in Order 5100.38, such as the following:

1. Objectivity of the planning consultant's performance may be compromised because the firm is in a position to establish development objectives for which the same firm will be tasked with engineering design services. This is an apparent lack of impartiality that may influence the planning initiative and the identification of preferred development objectives.

2. There is diminished transparency of the procurement action for engineering design services given that the development objectives are not established at the time the Sponsor conducts that selection process.

3. Firms that specialize in one type of service may be unfairly excluded from competing for a project when the Sponsor combines distinct types of services.

4. Per FAA Order 5050.4B,, consultants that prepare an Environment Impact Statement may not compete for future work the EIS addresses until such time the FAA has issued a Record of Decision.

2.3.4 Sponsors can mitigate these apparent concerns regarding procurement transparency and objective contractor performance by separating the procurement of a planning consultant from that of an engineering design consultant. With the exception of the restrictions established under 2 CFR §200.319 (See 2.3.2.1), a consultant that performs planning services may compete for follow-on engineering provided the Sponsor properly mitigates any situations of unfair competitive advantage (See 2.3.2.2).

2.3.5 It may be permissible under certain circumstances for a Sponsor to combine the selection for certain planning type services and design type services provided there is no loss of objectivity of the planning action or loss of transparency in the procurement process. For example, the update of an airport layout plan for which no new development objectives are established could be combined with design services.

2.4 Qualifications Based Selection Procedures.

Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee. Figure 2-1 is an overview of the recommended Qualifications Based Consultant Selection process.

Figure 2-1. Qualifications Based Selection Process

2.5 Other Services.

2.5.1 Where services are to be performed in conjunction with the architectural, planning, environmental, or engineering services, they must be contracted for in the course of procuring the A/E services.

2.5.2 Where services such as feasibility studies, construction management, program management and other services as defined in 49 USC § 47107(a) (17) and A/E services as defined in Appendix A are to be performed, they must be procured using qualifications based procedures.

2.5.3 Where services are to be performed that are not in conjunction with A/E and planning services and do not require performance by a licensed architect or engineer, the services should be acquired using local procurement procedures. An example of this type of special service would be soil borings, whereby the boring layout plan and interpretations of tests are not performed by the boring contractor. Soil borings conducted as part of a geotechnical engineering investigation or for which an independent engineer is responsible must be procured either in the course of procuring A/E services or by using qualifications based procedures.

2.5.4 Where services are to be performed in assisting the FAA in preparing an Environmental Impact Statement (EIS), they must be procured using qualifications based selection procedures (see paragraph 2.11).

2.5.5 Where a Sponsor decides to utilize an Alternative Project Delivery System (APDS) such as design-build (DB) or construction manager-at-risk (CMAR), the Sponsor may use the competitive proposal approach (as defined in 2 CFR §200.320) for selection provided price and other factors such as qualifications, skill, experience, and design approach are considered when selecting a firm to perform this service. The selection of an A/E services firm is the only instance where prices must be excluded as a consideration under a competitive proposal selection. Please reference Appendix G, Alternative Project Delivery Systems, of this Advisory Circular for guidance in procuring these types of services.

2.6 Selecting Organization.

2.6.1 Within the Sponsor's organization, an administrative policy should be established for designating persons authorized to select or recommend consultants for various assignments. The persons designated may include the administrator or the department head to be supplemented by others making up a selection board. The persons empowered to make the selection of one consultant over another must be kept free of pressures, both internal and external. 2 CFR § 200.318(c) requires that Sponsors maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. They must not participate in selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

2.6.2 The typical procedure for selecting a consultant is to use a selection board composed of at least three persons, with at least one being an engineer, airport planner, or other professional knowledgeable of the service required. For projects that have special design requirements or are particularly complex, the selection board should have additional technical members with the appropriate expertise in those required disciplines. The board should be prepared to evaluate potential consultants, i.e., conduct interviews and inquiries as desired and make recommendations to the governing body in accordance with paragraph 2.9.14.

2.7 Policy for Selection.

2.7.1 The selection of a consultant must be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the service required. Moreover, the selection process must satisfy requirements for open and free competition.

2.7.2 Sponsors may procure a consultant for several projects through one procurement action provided the following conditions are met:

1. The consultant is selected using the qualifications based selection procedures described in paragraph 2.9.
2. The parties competing for the work must be advised that the work may be accomplished during the course of multiple grants. The expected schedule of projects must be defined, together with a statement of work and the required services. The statement of work must be described in sufficient detail so that all parties may adequately establish the type of services required to accomplish the work. Avoid generic statements of work.
3. All parties are advised that some of the services may not be required and that the Sponsor reserves the right to initiate additional procurement action for any of the services included in the initial procurement.
4. The services are limited to those specific projects that the Sponsor reasonably expects to initiate within five (5) years (See Para. 3-59, FAA Order 5100.38) of the effective date of the initial contract. With mutual and written agreement between the Sponsor and the FAA, additional projects or work elements may be added after the original selection if all of the following conditions exist:
   1. The Sponsor can provide acceptable justification for not initiating a new procurement action (Note: Convenience of the Sponsor is not an acceptable justification to forgo a separate procurement action).
   2. Added project(s) or work element(s) is (are) similar in character to the statement of work the Sponsor used in the original selection.
   3. Added projects or work elements do not require services or qualifications not previously included in the original selection.
   4. The cumulative cost of services for the added projects or work elements is not expected to exceed the simplified acquisition threshold as defined in Para. U-12 of FAA Order 5100.38.

   If the above-listed conditions do not exist, Sponsors that want to add work elements not specifically included in the original procurement action must conduct a separate and new procurement action. Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action.
5. If more than one party is selected, the expected projects to be performed by each party must be defined, together with the statement of work and the required services, at the time of the initial procurement action. The Sponsor must provide

notification to each firm of the projects they were awarded. Sponsors must avoid the practice of selecting multiple firms and assigning project responsibility at a later date.

6. The negotiation of the fee is limited to the services expected to be performed under the first grant or project after the initial procurement action. The contract must be limited to the services covered by the negotiated fee. The negotiation of the fee for subsequent services, i.e., services included in the procurement action but not in the initial contract, must occur at the time those services are needed. A fee estimate must be performed for each of these negotiations (See paragraph 2.13 for information on fee estimate.). If a fee cannot be agreed upon between the Sponsor and the selected firm, then negotiations are terminated with that firm. If the Sponsor identified and ranked multiple firms for the project at the time of the initial procurement action, then the Sponsor may enter into negotiations with the firm ranked next. If no additional firms were identified and ranked or agreement is not reached with any selected firms, then the Sponsor must initiate a new procurement action.

7. In the case of an unforeseen project as in Paragraph 4, the Sponsor and the FAA may mutually agree on the ranking of the selected consultants by evaluating their capabilities and the scope of the unforeseen project. However, if the scope of the unforeseen project does not match the capabilities of the selected consultants, a new procurement action must be conducted.

2.7.3 Unless there is a compelling reason that there is a benefit to the FAA to combine eligible and ineligible projects in a single solicitation, Sponsors are discouraged from doing so. See Order 5100.38 for additional information.

2.8 Selection Criteria.

2.8.1 Based on the proposed scope of service(s) and prior to evaluating consultants, a Sponsor(s) must develop a list of selection criteria to be used in evaluating potential consultants. Numerical rating factors (ranges) should be assigned to each criterion on the basis of the Sponsor's priorities and conception of the importance of each factor in the attainment of a successful project. The Sponsor(s) should include the criteria with a Request for Qualifications (RFQ) in advance of the selection process.

2.8.2 Based on a Sponsor’s goals/objectives for each project, the list of selection criteria will vary for each RFQ and must be appropriate for the proposed scope of services. Suggested selection criteria include, but are not limited to, the following:

1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.

2. Key personnel’s professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.

3. Capability to meet schedules or deadlines.

4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
5. Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. The use of geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
7. Ability to furnish qualified inspectors for construction inspection if applicable.
8. Understanding of the project's potential challenges and the Sponsor's special concerns.
9. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.
10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. In meeting the Disadvantaged Business Enterprise (DBE) contract goal, evidence documenting that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal. (See 49 CFR, § 26.53)
12. Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features. Order 5100.38, Chapter 3, Subsection 3-57; AC 150/5300-15, *Use of Value Engineering for Engineering and Design of Airport Grant Projects;* and AC 150/5370-10, *Standards for Specifying Construction of Airports,* contain additional guidance on VE studies.

2.9 Selection Procedures.

The Sponsor must use the following selection procedures or equivalent State/Sponsor qualifications based selection for individual project selections involving Federal airport grants (see Figure 2-1 and Figure 2-2). However, the requirement for both an RFQ and an RFP should be evaluated based on the complexity of the project as these steps may be combined into a single request.

Figure 2-2. Consultant Selection Process for a Single Project

2.9.1 The selection board should review the nature of the proposed project and the general scope of services to be procured in order to ensure an understanding of the project requirements and the qualifications needed by the consultant.

2.9.2 As discussed in paragraph 2.8, the selection board must develop the selection criteria and the evaluation system used in preparing a pre-selection short-list of consultants who are best qualified for the project as well as in determining the final selection.

2.9.3 To obtain experience and qualification data from potentially qualified consultants, the Sponsor should issue an RFQ inviting consultants to submit their experience and qualifications data relating to the proposed project usually in the form of a Statement of Qualifications (SOQ). To ensure the broadest publicity concerning Sponsor interest in obtaining consultant services, public announcements for all projects should be advertised in local newspapers with a wide circulation, national trade journals and magazines, and through electronic media. Public announcements should include information such as a description of the proposed project and its location, a description of the services, and the estimated range of construction costs. The public announcement should allow sufficient time for submission of the statement of qualifications.

2.9.4 Sponsors may also send the public announcements directly to known, potentially qualified consultants to determine their interest in the project and to request their experience and qualification data.

2.9.5 Affirmative steps pursuant to 2 CFR §200.321 and good faith efforts should be taken to assure that small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts should include, but not be limited to, the following:

1. Include qualified small business and minority firms on solicitation lists.
2. Assure that small business and minority firms are solicited whenever they are potential sources. Consultation with regional Airports Divisions, Office of Civil Rights, and/or State transportation offices is encouraged.
3. Divide the total requirements into small tasks, when economically feasible, to permit maximum small business and DBE firm participation.
4. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Minority Resource Center Regional Centers of the Department of Transportation (http://osdbu.dot.gov).
5. Arrange solicitations, time for presentation of offers and delivery schedules to facilitate DBE and other small business participation.
6. Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

2.9.6 FAA Airports field offices may also furnish the names of consultants who have engaged in projects of similar nature in their areas of jurisdiction. However, with the exception

of an EIS, FAA personnel will not recommend consultants or participate in the selection process. The addresses of FAA Airports Regional/District Offices having jurisdiction over specific geographic areas are available at: http://www.faa.gov/about/office_org/headquarters_offices/arp/regional_offices/

2.9.7 From the experience and qualification data obtained from consultants, the selection board should prepare a pre-selection short-list of the best qualified consultants for further consideration. With adequate response to the RFQ, the typical pre-selection short-list should consist of between three and five consultants.

2.9.8 At this point, consultants who expressed an interest in the project but were not included on the pre-selection short-list should be notified that they were unsuccessful.

2.9.9 Detailed information on the qualifications and performance data of each of the consultants on the pre-selection short-list should be obtained. This can be achieved by contacting former clients identified by the consultant in their statement of qualifications to ascertain the quality of work, ability to meet schedules, cost control, and consultant-client relationship.

2.9.10 At this point, the selection organization may elect to obtain a general project proposal from each of the firms on the pre-selection short-list, typically by issuing a Request for Proposal (RFP) to each consultant on the pre-selection short-list. The RFP should include a detailed description of the project and the proposed scope of services required. The selection criteria, including their relative importance that will be used to evaluate the proposals must also be made available to each of the firms on the pre-selection short-list. The RFP shall not contain a request for any cost information, such as total cost, cost per hour, work hours, or other pricing data. Requests for cost or pricing information, prior to discussions with the best qualified firm, to define the scope of services is contrary to 49 USC § 47107 (a) (17) and 2 CFR § 200.320(d). The general project proposal will help the selection board recommend a consultant who can achieve design excellence, while successfully controlling time and costs and who has the ability to understand and accomplish the specialized requirements of the project. The elements of a typical general project proposal should include, but are not limited to, the following:

1. Team members, other key personnel, previous experience, and the role they will fill on the project. The qualifications and time commitment of the project manager proposed for the project.
2. Current workload.
3. Proposed project schedule, including major tasks and target completion dates.
4. Technical approach – a brief discussion of the tasks or steps that the consultant will take to accomplish the work described in the scope of services.
5. Value engineering – when a value engineering study is included in the selection criteria, a brief discussion of the consultant's capability, training, and experience to carry out such a study.

2.9.11 Conduct interviews with each consultant on the pre-selection short-list. On small projects, a telephone interview may be sufficient. Careful consideration of time and cost should be given to the need for formal interviews. If Sponsor has received sufficient information included in the qualification submission to make a selection, then formal interviews may not be necessary.

2.9.12 Review the experience and qualifications data, the general project proposal, the interview results, and other relevant data. Using the selection criteria developed for the project; rank the qualified consultants in order of preference.

2.9.13 Initiate discussion with the first-ranked consultant to fully define the scope of work and services to be provided (see paragraph 2.12). After agreement on a detailed scope of services has been reached, the Sponsor initiates actions to prepare an Independent Fee Estimate (IFE) in conformance with 3 CFR §200.323 and Table 3-67 of FAA Order 5100.38. Simultaneously, instruct the selected consultant to prepare and submit their cost proposal along with a detailed draft contract agreement. To ensure the integrity of the negotiation process, the Sponsor should not receive the fee proposal ahead of the IFE. The consultant should submit their cost proposals together with a detailed project proposal. Negotiations should then be conducted to reach a fair and reasonable fee, subject to the procedures indicated in paragraphs 2.13 and 2.14.

2.9.14 Prepare a report that documents the Sponsor's procurement actions and the selection of the consultant they deem most qualified. The report must contain sufficient detail to indicate the extent of the review and the considerations used for the recommendations. The report should be forwarded to the Sponsor's administrator or governing body authorized to review the recommendations of the selection board. The recommendations of the selection board should normally be accepted unless the report does not adequately support the recommendations. This will help to ensure complete fairness and open competition. If the recommendations are not accepted, the selection board should reconvene until acceptable recommendations have been agreed upon.

2.10 Alternate Selection Procedures.

2.10.1 Proposals Requested with Qualification Data.

The selection procedure recommended in paragraph 2.9 should normally be followed in the procurement of consulting services. For small projects where the scope of work and services can be clearly defined or the Sponsor anticipates receipt of less than four proposals, the Sponsor may wish to solicit proposals at the time of advertising for experience and qualification data. In this case, the announcement must contain a detailed scope of services and indicate where the selection criteria can be obtained. The advertisement cannot request pricing information.

2.10.2 Informal Procedures.

2.10.2.1 Informal Qualifications Based Selection procedures may be used for A/E procurements estimated to be less than $100,000. However, this does not

relieve the Sponsor from the obligation to perform a cost analysis and prepare an independent fee estimate (see paragraph 2.13). Sponsors must consult with FAA Airport personnel before using informal procedures to assure that the circumstances justify their use.

2.10.2.2 Under this procedure, a Sponsor must contact at least three firms and discuss their qualifications to perform the work. Negotiations must then be conducted with the best-qualified firm to arrive at a fee. These negotiations may be conducted via telephone or e-mail. After selection, using this procedure, the Sponsor must document their procurement action and then submit a statement to the FAA explaining the basis for the selection and method used to determine reasonableness of the fee.

2.10.2.3 The informal selection process may not be used to select a firm for multiple projects.

2.10.3 Non-competitive Procedures.

The FAA may authorize non-competitive negotiation for services if the cost of the contract is not expected to exceed $10,000 and the services are incidental to the grant project. When this procedure is used, the Sponsor must submit a statement to the FAA explaining the basis used to determine reasonableness of cost as discussed in 2.10.2 above.

2.11 Selection Procedures for Environmental Impact Statement (EIS) Preparation.

The procurement of consultant services to assist the FAA in preparing an EIS is somewhat unique because the regulations implementing the National Environmental Policy Act (NEPA) (42 USC § 4321 et seq.), require Federal agencies to prepare the EIS or select the contractor that prepares the EIS (Orders 5050.4 and 1050.1 provide additional guidance). Selection of a consultant must, therefore, be made by the FAA from a short-list of qualified consultants submitted by the Sponsor. The Sponsor and the FAA must follow the selection procedures recommended in paragraph 2.9 with the following exceptions:

1. The proposed scope of work is to be provided by the FAA.
2. The FAA must concur with the selection and evaluation criteria prepared by the Sponsor.
3. The FAA will be invited to participate with the Sponsor in the interviews with consultants on the pre-selection short-list.
4. The Sponsor may indicate to the FAA their ranking of the consultants on the pre-selection short-list after the interview process has been concluded. The FAA, however, is under no obligation to make a selection based on this ranking.
5. Using the Sponsor selection and evaluation criteria previously agreed to and established by the Sponsor and the FAA, the FAA will independently evaluate and rank the consultants on the pre-selection short-list in order of preference, based on qualifications.

6. The FAA must advise the Sponsor of the FAA's ranking in order of preference, and the Sponsor must advise and initiate discussions with the consultant ranked first.
7. The FAA will be invited to discussions on the scope during any IFE process conducted by the Sponsor or their consultant, as necessary.
8. The FAA's involvement in the negotiation of the project cost must be limited to making a reasonableness determination once a satisfactory cost proposal has been reached between the Sponsor and the consultant.
9. The FAA must prepare a selection report for its records.

2.12 Scope of Services.

2.12.1 An important step in the negotiation process is to reach a complete and mutual understanding of the scope of services to be provided. The general scope of services developed during initiation of the procurement process is of necessity too broad to serve as the basis for a contractual agreement. A well-defined project description and scope of services should be developed between the Sponsor and first-ranked consultant prior to negotiating a project design fee. This may be accomplished in a scoping meeting or separate investigation or study to clearly define the extent of the project. The Sponsor's engineer or independent consultant (see paragraph 2.13) should attend the meeting so they will have a complete understanding of the scope of services prior to developing a detailed fee estimate. Such a meeting offers the opportunity for refinement, amendment, and complete definition of the services to be rendered.

2.12.2 The scope of service(s) must be sufficiently detailed so that the consultant can make a reasonable fee estimate (see Appendix E). Although the scope of service(s) will vary from project to project (see samples in Appendix C), the following items are typical of those that should be considered in developing the scope of services:

1. List of meetings the consultant is expected to attend.
2. Design schedule.
3. Special services required.
4. Complexity of design.
5. Safety and operational considerations.
6. Environmental considerations.
7. Survey and geotechnical testing requirements.
8. Sponsor representation services during construction.
9. Quality control during construction.
10. Preparation of forms, letters, documents, and reports.
11. Airport Layout Plan updates.
12. Property map preparation.

13. Quality control during design.
14. Coordination with other consultants and agencies.
15. Deliverables.
16. Data and material furnished by the Sponsor.
17. Testing and commissioning requirements.
18. City/county requirements.
19. Number of bid packages.
20. Complexity of construction phasing to minimize impacts on airport operations.
21. Public Outreach.

2.13 Independent Fee Estimate.

2.13.1 A Sponsor must perform a price or cost analysis for every A/E contract (2 CFR § 200.323). The method and degree of analysis is dependent on the facts surrounding the contract. To properly evaluate the cost of professional services an independent fee estimate (IFE) is required, prior to receiving the consultant's proposal, as part of the cost analysis for all A/E contracts and contract modifications. The IFE is intended to be used as a negotiation tool by the Sponsor. The word "independent" does not imply that the IFE has to be performed by someone other than the Sponsor. Preparation of an IFE can be completed in a number of ways, such as the following, or as approved by your local ADO:

1. A Sponsor having a staff with experience in estimating the professional services and negotiating contracts for these services can develop its own IFE for the services, based on the scope of services agreed upon in paragraph 2.12.
2. Sponsors having no staff with this expertise or having minimal or no previous experience may engage the services of a consultant on retainer for preparation of the IFE provided the consultant has experience with the services involved and who is not being considered for the project.
3. Alternatively, an independent engineering, architecture, or planning consultant may be retained to prepare an IFE provided this consultant was not on the pre-selection short-list. The consultant must have recent experience in airport work similar to that proposed and be familiar with FAA requirements and procedures. The Sponsor should request evidence that the consultant meets the above requirements.

2.13.2 State aviation personnel who have experience with the services involved may also prepare the IFE for the Sponsor's use.

2.13.3 The level of detail needed to satisfy the requirements of an IFE varies and is dependent on the anticipated value of the A/E contract. For contracts with an anticipated value less than $100,000 the Sponsor can satisfy the IFE requirement by comparing the A/E contract with previous contracts of a similar nature, or preparing a detailed fee/cost

analysis (see Appendix E). At a minimum, the independent estimate must address direct labor work hours, labor rates, general and administrative overhead, non-salary expenses and a reasonable profit. For contracts anticipated to be greater than $100,000 a detailed fee/cost analysis is required.

2.13.4 If the Sponsor hires a consultant to perform any of these functions, that consultant may be retained using informal or non-competitive qualifications based procedures (see paragraphs 2.10.2 and 2.9.3) as applicable; however, the IFE consultant will not be eligible for consideration to perform work on the project.

2.13.5 Another source on estimating consultant's cost can be found in ASCE Manuals and Reports on Engineering Practice No. 45, "How to Work Effectively with Consulting Engineers." However, these graphs must be used with judgment and within their stated limitations. Other resources include project history files, previous contracts, etc.

2.13.6 Sponsors have an obligation to obtain a fair and reasonable fee in all cases. Prior to initiating further discussions with the first-ranked consultant, the Sponsor must accept the IFE and retain it for their records. Appendices D and E present sample formats for consultant services fee/cost and detailed fee/cost analysis respectively, however any format that meets this purpose is acceptable. The FAA retains the right to disallow negotiated fees that the FAA determines to be unreasonable.

2.14 Negotiations.

2.14.1 After developing a detailed scope of services and after the IFE requirements have been satisfied per Par. 2.12, the Sponsor may enter into negotiations with the consultant given first preference by the selection board. Once the rankings have been established, the Sponsor shall inform the other firms on the pre-selection shortlist that negotiations have been initiated with the first ranked firm. If an independent firm has been retained by the Sponsor for the purpose of preparing an independent fee estimate, the firm may be consulted by the Sponsor during negotiations, to clarify problem areas, but not to review the consultant's fee proposal or attend any negotiating sessions.

2.14.2 Based on the scope of services agreed upon in paragraph 2.12, the Sponsor must request the consultant to submit the proposed fee and supporting cost breakdown. The consultant must prepare a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant should, if appropriate, indicate the costs for subcontractors, travel, living expenses, reproduction, and other out-of-pocket expenses expected to be incurred.

2.14.3 When evaluating the reasonableness of a consultant's fee proposal, a general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within 10% of the IFE. When differences exceed 10%, the Sponsor and IFE preparer should review those areas with the consultant to determine if there is a misunderstanding of the scope of services or level of effort required to complete the work. While this should not be construed as policy,

the use of the 10% standard is one method to help identify areas of significant difference between the consultant's fee proposal and the IFE.

2.14.4 Negotiations should be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The Sponsor should subject the consultant's data to a technical/engineering analysis. Based on this analysis, the Sponsor should identify differences in the work-hour estimates. Significant differences, either positive or negative, between the estimate submitted by the consultant and the estimate developed by the Sponsor should be resolved, and revisions should be made to the work hours or scope of services as required. The fee should then be evaluated, taking into consideration the experience level required by the engineer working on each task. A sample fee/cost analysis form is shown in Appendix E.

2.14.5 If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, the negotiations must be terminated and the consultant notified. Negotiations must then be initiated with the consultant given second preference by the selection board. This procedure must be continued with recommended consultants in the sequence of ranking established by the selection board until a mutually satisfactory contract has been negotiated. Once negotiations have been terminated with a firm and begun with another, they cannot be reopened with the former firm.

2.14.6 A record of negotiations must be prepared by the Sponsor and included in the contract file. This record must contain sufficient detail to reflect any changes in the scope of services controlling the establishment of the cost and other terms of the contract. An explanation must be provided for any significant differences between the Sponsor's original estimate and the final fee agreed upon. The scope of services, draft contract, Sponsor's independent fee estimate, consultant's fee proposal with any revisions, and detailed fee analysis must be attached to the report. A sample Record of Negotiations is contained in Appendix F.

2.14.7 Upon completion of successful negotiations, all consultants interviewed by the selection board should be informed of the consultant selected for the project.

2.14.8 FAA personnel will not be present and will not participate in the negotiation process. The FAA's role is to make a judgment on the reasonableness of the compensation for the services to be furnished and to ensure that all services required for a particular project have been included in the proposal.

2.14.9 If requested by the FAA, the Sponsor must submit the record of negotiations and all attachments to the FAA for a reasonableness of cost determination (Order 5100.38, Chapter 3, Section 14).

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CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

3.1 General.

3.1.1 The relationship of the consultant with the Sponsor should be clearly defined by a written agreement before commencement of actual work. All of the terms should be clearly defined in the agreement. It should state the parties to the contract and define the complete extent and character of the work to be performed as well as conditions relating to any time limitations that may be involved. The terms and payments for various services should be included. The scope of the consultant effort should be described in complete detail to determine the sufficiency of the supervisory and inspection staff and to determine whether some services will need to be otherwise contracted for or be provided by the Sponsor.

3.1.2 Consultant contracts usually cover highly technical services. Therefore, to assure the soundness of a legal document, it is essential that someone who has thorough knowledge of the project prepare the sections describing services to be performed, sequence of work, information to be furnished by the Sponsor, and terms of payment.

3.2 Contract Format.

Many government agencies, business firms, and engineering organizations have developed standardized forms for engineering and planning contracts. The American Council of Engineering Companies, the National Society of Professional Engineers, and the American Society of Civil Engineers have developed such standardized forms. Some State aviation departments have developed standardized forms for engineering services provided in their own states. The American Institute of Architects has standardized forms for architectural contracts. It is often necessary to modify these standard agreements to reflect the specific terms and conditions applicable to a particular project, as well as the mandatory contract provisions in paragraph 3.4.

3.3 Division of Responsibility and Authority.

3.3.1 It is common to have one firm provide the basic services and one or more firms provide special services. In these cases, the firm providing the basic consultant services is considered the primary engineer or principal consultant as defined in Appendix A. As such, the principal consultant represents the Sponsor in coordinating and overseeing the work of other engineering/consultant firms and has the overall responsibility to coordinate the work and to review the work products for general conformance to the requirements of the Sponsor. Therefore, it is extremely important that the contract documents clearly specify the division of responsibility and authority between all parties involved in carrying out elements of the project.

3.3.2 The contract between the Sponsor and consultant is based on the scope of services established earlier in the process (see paragraph 2.12) and involves carrying out professional duties under the requirements of law. The contract must not attempt to

make the consultant an indemnitor of the Sponsor such as in the event of the Sponsor's negligence or the absence of any wrongdoing by the consultant. The consultant must fully stand behind their services and indemnify the Sponsor for damages and expenses caused by their own errors, omissions, and negligent or wrongful acts.

3.3.3 Expanding the consultant's liability beyond the scope or purpose of a contract could affect the competitive process of contract award in a way that conflicts with the requirements of 2 CFR §200.319 and may impact Federal eligibility.

3.4 Mandatory Contract Provisions.

3.4.1 Federal laws and regulations prescribe that certain provisions be included in federally funded contracts. For purposes of this section, the term "contract" includes subcontracts. The type of contract must be appropriate for the particular procurement.

3.4.2 Specific wording of Federal contract provisions is available on the FAA website at http://www.faa.gov/airports/aip/procurement/.

3.5 Time Overruns Beyond Control of the Consultant.

Frequently, the consultant is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the consultant. To provide for the contingency of overrun of time, the agreement between the Sponsor and the consultant should state the period for which the compensation applies and that the consultant must be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that would result from contractor caused construction delays should be included in the liquidated damages established for construction contracts.

3.6 Ownership of Drawings and Contract Documents.

3.6.1 Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and remain the property of the consultant unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data should be made available to the Sponsor upon request. Electronic copies containing all drawings should be furnished to the Sponsor. Terms and conditions for Sponsor's reuse of documents/data on other projects should be addressed in the contract.

3.6.2 When a contract is only for preliminary plans, no commitment that would constitute a limitation on the subsequent use of the preliminary plans or ideas incorporated therein

should be stated or implied. The owner shall hold harmless the consultant against claims arising out of any reuse of the preliminary plans.

3.7 Contract Checklist.

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not all-inclusive because each contract will vary based on the unique requirements of the project scope of services.

1. Effective date of contract.
2. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
3. Nature, extent, and character of the project, the location thereof, and the time limitations.
4. Services, including performance and delivery schedules, to be rendered by the consultant.
5. Delineation of responsibilities of the consultant, the Sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
6. Delineation of the duties and responsibilities of the resident engineer/inspector.
7. Inclusion of mandatory contract provisions identified in paragraph 3.4.
8. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
9. Provision that reproducible copies of planning and design drawings and specifications be made available to the Sponsor upon request.
10. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
11. Provision for the termination of the consultant services before completion of work.
12. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
13. Provision for preparation of an Engineer's Design Report and Final Report.

3.8 FAA Contract Review.

3.8.1 FAA Airports field office personnel are available to assist the Sponsor and provide guidance on:

1. The scope of services to be provided;
2. The appropriate type of contract;
3. The mandatory contract provisions to be included; and
4. Sponsor certification requirements.

5. For EIS contracts please refer to Section 2.10.

3.8.2 If deemed necessary by the FAA, a draft of the contract will be submitted to ensure that:

1. The scope of the engineering is described completely;
2. The fees and reimbursements are reasonable and eligible as shown by a cost/price analysis;
3. The type of contract is appropriate; and
4. The engineering/consulting firm and the proposed contract terms are acceptable.

3.8.3 The FAA may elect to conduct a pre-award review of proposed contracts under certain circumstances. Additional guidance is available in Order 5100.38, Section 10.

3.9 FAA Contract Approval.

FAA Airports offices are authorized to accept certifications from Sponsors that they will comply with statutory and administrative requirements. Use of Sponsor certifications for selection of engineering, architectural, professional services, and planning consultants is encouraged. Acceptance by the FAA of the Sponsor's certification does not limit the FAA's ability to request and review documentation to ensure the accuracy of the certification. Reference Order 5100.38, Chapter 5, Subsection 5-23(g), *Sponsor Certification Forms,* "Selection of Consultants;" and 49 USC 47105 (d).

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CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4.1 General.

The method of contracting selected for consultant services is dependent on the types of services required and specific circumstances relating to the individual project. The permissible types of contracts are established within 2 CFR part 200 and Appendix U of FAA Order 5100.38D .The various types of contracts and methods of compensation are discussed in this chapter and listed in Table 4-1. Contracts may be negotiated to include a combination of two or more of these methods.

4.1.1 The Sponsor must negotiate profit as a separate element of the price for each contract and supplemental agreement. When negotiating a fair and reasonable profit, the Sponsor shall give due consideration to the complexity of the work being performed; the risk borne by the firm; the firm's investment; the amount of sub-consultants; the firm's record of past performance; and industry profit rates in the surrounding geographical area for similar work.

4.2 Direct Personal Services.

4.2.1 Direct personal services are usually charged on a per diem basis. This method is particularly suited to court work or similar efforts involving intermittent personal service.

4.2.2 When such consulting or expert services are furnished, the consultant is compensated for the time devoted to the work and travel. The per diem charge should be based on the complexity of the work involved and the experience of the consultant. In addition to the compensation based on per diem, the consultant is reimbursed for travel and other out-of-pocket expenses incurred while away from the normal place of business provided they are reasonable, allocable, and of a generally allowable nature. Additionally, reimbursable expenses at the normal place of business may be reimbursed, such as special computer work, rendering, exhibits, provided they are reasonable, allocable, and of a generally allowable nature.

4.2.3 Each direct personal services contract must include a ceiling price that the contractor exceeds at their own risk. Furthermore, the Sponsor must assert oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

4.2.4 For services in court or on other engagements in which the consultant appears as an expert, a per diem charge is considered to be earned for each day of such appearance, although the consultant may not be called to testify or, if called, may finish his/her testimony in a fraction of a day.

4.2.5 On occasion, the urgency of the engagement requires the consultant to work longer than the normal day. In some instances, this requirement is a necessary feature of the services, and an understanding should be made with the Sponsor as to what constitutes a

day. In such cases, the per diem rate may be based on the normal number of working hours per day, or the per diem rate may be increased to take into consideration the extended work day.

4.2.6 For certain kinds of work, compensation based on hourly rates is an equitable arrangement. Compensation for consultant service on an hourly basis demands a higher rate per hour than would be represented in a per diem rate. Also, the hourly rates should apply to time for travel involved, plus reimbursement for travel costs, subsistence, and other out-of-pocket expenses. Depending on the duration of the services, compensation on an hourly basis may include an agreement on a preset minimum amount or retainer in addition to the payments based on the hourly rates.

4.2.7 If public hearings are involved in the consultant services, determination of the fee could present a problem since extensive hearings and follow-up work may be required. In these instances, the per diem approach may be considered as an appropriate method of payment for services rendered subsequent to the initial hearing. An estimated upper limit should be set forth in the contract. The contract should provide for renegotiation of the upper limit if unforeseeable conditions are encountered.

Table 4-1. Contracting Methods and Allowable Costs

Contracting Method	Compensation	Allowable Cost
§4-2. Direct Personal Services	• Per Diem. • Hourly Rate (§4-2.6).	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38 and 48 CFR Part 31.
§4-3. Retainer	• Fixed sum. • Paid monthly. • Some other mutually agreeable basis.	
§4-4. Cost-Plus-a-Fixed-Fee (NTE)	Fixed sum.	
§4-5. Fixed Lump-Sum Payment	Fixed sum.	
§4-6. Cost-Plus-a-Percentage-of-Cost	Prohibited method.	Prohibited.
§4-7. Specific Rates of Compensation	Hourly Rate	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200 .459, FAA Order 5100.38 and 48 CFR Part 31.
§4-8. Phasing of Work	May include two or more of the above methods of compensation.	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38 and CFR Part 31.

Note: See Paragraph 4.10 for non-allowable costs for all types of service.

See Appendix G for Alternative Project Delivery Systems.

4.3 **Retainer.**

4.3.1 The engagement of consultants on a retainer basis is a common practice. This practice assures the Sponsor of always having the services of a certain individual engineer or organization available for future work. This method is used in cases of protracted litigation or for work over the years when the services of the consultant may be intermittent. It is also used in the development of undertakings for which the services of a consultant specialist are not required on a full-time basis. On large projects, this method enables the Sponsor to have the specialists who prepared the original plans and specifications on hand for maintenance or additions.

4.3.2 The retainer fee varies with the character and value of the services to the Sponsor and with the reputation and standing of the consultant in his/her profession.

4.3.3 The terms of agreement for services on a retainer basis vary widely. Compensation may be based on a fixed sum, paid monthly, or on some other mutually agreeable basis, with per diem or hourly rates in addition to time spent at the request of the Sponsor. In any case, the same principles, explained previously for per diem or hourly charges, govern under retainer contracts.

4.3.4 This type of contract is rarely used for grant projects. However, it is permissible to use a firm on retainer for projects without further procurement action if:

1. The retainer contract was awarded as a result of competition.
2. The parties competing for the retainer were advised that subsequent grant funded projects (including the scope of work for those projects) would be performed under the retainer contract.
3. The price for the work performed under the grant will be fair and reasonable and supported by a price or cost analysis.

4.3.5 Detailed records should be kept to identify the work that is part of a Federal grant project and eligible for reimbursement.

4.4 Cost-Plus-a-Fixed-Fee (Not to Exceed (NTE)).

4.4.1 The cost-plus-a-fixed-fee contract is appropriate when the Sponsor and consultant cannot fully define the scope, complexity, character or duration of effort at the time negotiations take place. This method places a risk on the Sponsor. Because the consultant's fee is fixed, there is an added incentive for the consultant to control cost.

1. Sponsors should consider using the cost-plus-fixed fee contract type for construction phase services. These services are generally dependent upon the construction contractor's performance. For this reason, the necessary level of effort for the consultant's services cannot always be fully established at the time of contract negotiation.

4.4.2 If the design services have a high level of variability of effort (e.g., evaluation of design alternatives), the use of a cost-plus-fixed-fee method may be justified. The fixed lump sum is the more appropriate contract method when the level of effort can be fully defined at the time of contract negotiations.

4.4.3 This type of contract provides for reimbursement of allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

1. A copy of the detailed fee estimate (see sample in Appendix D) must accompany the fee proposal.
2. The estimate must detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and the fixed fee.

4.4.4 Fixed Fee: The fixed-fee is a dollar value the Sponsor negotiates with the consultant at inception of the contract. It is in addition to reimbursement for salary, overhead, and direct non-salary expenses.

1. The fixed fee represents an amount for profit, willingness to serve, and assumption of responsibility and risk. The fixed fee does not vary with actual costs.

2. The Sponsor and consultant may apply customary industry practices to negotiate a fair and reasonable value for the fixed fee. However, the resulting agreement must convey the fixed fee as a dollar value. The cost-plus-percentage of cost payment method prohibits the use of a percentage payment for the contract fee.

3. The fixed fee value may not be modified unless there is a change in the scope of the work. This includes both additions and subtractions to the scope of service.

4.4.5 The establishment of a not-to-exceed contract value is a Sponsor cost control measure that provides a ceiling level for the overall contract. The Sponsor should consider the risk to the consultant when establishing this upper limit.

4.4.6 Agreements with a cost-plus-a-fixed-fee payment method must contain provisions that provide for renegotiation of both the contract upper limit and the fixed fee. Sponsor

1. The agreement should include a requirement for the consultant to alert the Sponsor when the consultant's cumulative costs approach the upper limit.

2. The Sponsor and consultant should assess whether the remaining work effort can be completed within the remaining contract limits.

3. The consultant must obtain Sponsor approval before exceeding the upper limit.

4.4.7 Additional Costs: An increase in costs over the original contract value can occur for several reasons. These include, but are not limited to:

1. Poor performance of construction contractor may result in additional inspection and oversight effort.
2. Ineffective control of costs by the consultant resulting in an over-run of expenses.
3. Poor estimate of the necessary level of effort at inception of contract.
4. Increase in construction contract time due to weather events that exceed the norm for the location.
5. Added scope of work or services.

If the additional costs are due to a construction contractor's failure to perform per the terms of the contract, the Sponsor may address the additional costs to the consultant by applying liquidated damages on the construction contractor to the extent that liquidated damages have been included in the contract with the contractor.

If the additional costs are due to the consultant's failure to effectively control their costs per the agreement, the original fixed fee and not-to-exceed contract value become the final contract costs the Sponsor is obligated to pay.

If the additional costs are due to reasons outside the control of both the Sponsor and the consultant, the Sponsor and consultant should enter into negotiations to address the anticipated additional costs. This negotiation must occur prior to the consultant incurring the additional costs. The opportunity to negotiate does not necessarily mean that both the contract ceiling value and the fixed fee value require upward revision. The circumstances of the situation will dictate whether just the ceiling rate is revised or if the fixed-fee value requires revision as well. Due to the prohibition of the cost-plus-percentage of cost payment method, an increase in costs does not automatically equate to an increase in the fixed fee.

If the increased costs are due to additions to the contract scope of services, the Sponsor and consultant should enter into negotiations to determinate a fair and reasonable price for the additional level of effort.

4.4.8 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. Such charges are defined by multiplying the approved certified overhead rate by the direct labor costs. Refer to section 4.10 for additional guidance on the allowability of overhead costs.

4.5 Fixed Lump-Sum Payment.

4.5.1 The fixed lump-sum payment contract is appropriate when the Sponsor and consultant can fully define the scope, complexity, character and duration of effort at the time negotiations take place.

1. Sponsors should consider using the fixed lump sum contract type for design services when the necessary level of effort for the consultant's services can be clearly established at the time of contract negotiation.

4.5.2 The fixed lump-sum contract method places most of the risk upon the consultant. Most consultants will address this risk in their profit markup. Once the fixed lump sum contract is established, the consultant has incentive to control their costs to maximize their actual margin.

1. The fixed amount of compensation is determined by estimating the allowable costs such as salary, overhead, and direct non-salary expenses, plus a reasonable margin of profit.

2. A copy of the consultant's detailed fee estimate must accompany a consultant's lump-sum fee proposal during the negotiation phase.

3. The estimate must detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and profit..

4.5.3 The final agreement may express all these costs as a single lump sum for the entire project or as individual lump sum elements per the various tasks (e.g. Preliminary design, final design, bidding, etc.).

4.5.4 Non-salary direct expenses may be included in the lump sum value only if it is certain that such costs will be incurred on the project. If there is uncertainty that non-salary direct expenses will be necessary for the project, such costs should not be a part of a lump sum payment item. Instead, these costs should be handled as pass through cost with a not-to-exceed ceiling.

4.5.5 Where consultation is undertaken on a lump-sum basis, the agreement must contain a clearly stated time limit during which the services will be performed. In design contracts, there should be a provision for changes required after the approval of preliminary designs with a clear understanding as to where the final approval authority lies.

4.5.6 Lump-sum contracts must contain a clause that provides for renegotiation if the scope of work described in the contract has changed.

4.5.7 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. Refer to section 4.10 for additional guidance on the allowability of overhead costs.

4.6 Cost-Plus-a-Percentage-of-Cost.

In accordance with 2 CFR §200.323, cost-plus-a-percentage-of-cost (CPPC) methods of contracting are prohibited for consultant services under airport grant programs. CPPC contracts may be defined as a payment formula based on a fixed predetermined percentage rate of actual performance costs by which the sum of the consultant's entitlement, uncertain at the time of agreement, increases commensurately with increased performance costs. The types of contracts discussed below are based on the CPPC methods of contracting and, therefore, are prohibited:

1. Salary Cost Times a Percentage Multiplier, Plus Direct Non-salary Expense. This type of contract contains CPPC methods of contracting because the consultant's indirect cost and profit are not fixed at the time the contract is signed.
2. Percentage of Construction Costs. This type of contract contains CPPC methods of contracting since a portion of the consultant's fee that does not reflect actual costs constitutes a profit that is not fixed at the time the contract is executed.

4.7 Specific Rates of Compensation (Not to Exceed (NTE)).

4.7.1 The "specific rates of compensation" contracting method should only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. Sponsor must get advanced approval from the FAA for all work conducted under this method.

4.7.2 The "specific rates of compensation" contracting method provides for reimbursement for consultant services on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee (profit)) plus any other direct expenses/costs, subject to an agreed maximum amount.

4.7.3 While the inclusion of fee (profit) in the loaded hourly rate(s) established for a contract allows the fee earned to be based on the labor hours worked on the project, this is not considered a "cost plus a percentage of cost" contracting method. A key distinction for the "specific rates of compensation" contracting method is that indirect costs and fee must be recovered as a component of the established, fixed hourly billing rates for labor hours worked. The negotiated rate is typically fixed for the life of the project, however, the Sponsor must reserve the right (by contract) to audit and adjust multiplier rates.

4.7.4 Use of this contracting method requires close monitoring to ensure efficient methods and cost controls are employed by the consultant.

4.8 Sponsor Force Account Projects.

Per FAA Order 5100.38, proposals to accomplish airport engineering with the Sponsor's own personnel or by its agent must be approved by the FAA. Proposals must be submitted in writing and subjected to a review similar to that for engineering contracts. The Sponsor's proposal to use force account rather than contract-engineering services must be fully documented and should contain as a minimum:

1. Justification for doing the work by force account rather than by contract;
2. Estimate of costs, including detailed data on estimated work hours, hourly rates, non-salary expenses, and indirect costs;
3. Names and engineering qualifications of personnel that will be accomplishing specific tasks;
4. Statements concerning the capability of the Sponsor to perform the various tasks of design, supervision, inspections, testing, etc., as applicable to the project with arguments to support the decision to use force account;
5. Summary of Sponsor's experience with airport engineering pertaining to projects with similar design scopes; and
6. Statement by the Sponsor on the ability of its personnel to integrate the project into their workload, with a schedule of accomplishment of tasks, date by which the work will be completed, or dates within which it will take place.

4.9 Phasing of Work.

Design projects may be negotiated to be performed in phases and include two or more of the foregoing methods of compensation. For example, the first phase of a project might cover the development of the precise scope of work for a project and be paid for under a cost-plus-fixed-payment contract. The follow-on work could then be negotiated

on the basis of information developed in the first phase and might be accomplished under a lump-sum contract.

4.10 Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant. The following are typical expenses allowable under the above regulations:

1. Direct Salary Costs.
   a. Direct salary costs include the cost of salaries of engineers, planners, computer aided design and drafting (CADD) technicians, surveyors, stenographers, administrative support etc., for time directly chargeable to the project.
   b. Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.
2. Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead. 48 CFR Part 31establishes the allowability of indirect costs. Consultants must be capable of validating their applied overhead rates by providing the Sponsor a copy of their audit certification that conforms to acceptable industry audit standards such as the Government Auditing Standards (GAGAS) or the Generally Accepted Auditing Standards (GAAS). Unless explicitly requested, the FAA does not require a copy of this audit certification. The Sponsor should retain a copy of this certification for purpose of future independent audit.
   a. Duplication of costs: Consultants must avoid claiming similar costs both as direct and indirect.
   b. Field Rates: Consultants often have tasks that require employment of field personnel for extended periods. The application of a home rate to field personnel direct labor hours may result in indirect costs that are in excess of the benefit realized by the field personnel. If field personnel are not receiving the day-to-day benefit of the home rate, it may be appropriate and necessary for the consultant to establish a field office indirect rate. Such rates are generally lower than the home rate due to the omission of costs that do not benefit the field personnel.
3. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept to support charges and allow auditing):
   a. Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)

b. Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.

c. Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings, and similar costs not applicable to general overhead.

d. Identifiable computer and office supplies and stenographic supplies and expenses charged to the Sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.

e. Identifiable reproduction costs applicable to the work.

f. Advertising costs that are solely for the recruitment of personnel required for the performance by the consultant of obligations arising under the contract.

g. Sub-consultant and outside services including administrative costs associated with managing said services

4.11 Non-Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant.

4.12 Pass-Through Costs

Consultant markup of pass-through costs is a cost element that is subject to Sponsor negotiation. The determination on whether a markup of non-salary expenses is appropriate relies on the benefit and value the consultant adds to the pass through expense.

Mark up of expenses for which the consultant’s effort adds negligible or no value are not reasonable. Such expenses should pass through to the Sponsor without any markup by the consultant (See Section 14 of FAA Order 5100.38 for Cost Reasonableness). Examples of this include travel expenses, supplies, mailing costs, per diem expenses, etc.

A consultant’s effort in managing sub-consultants represents expenses that may add value to the contract performance. The extent of this benefit may vary based on factors including but not limited to task complexity, assumption of liability, task duration, schedule issues, and risk management. The value and benefit of consultant effort may vary per sub-consultant.

Sponsors must be careful in how they address consultant markup on pass-through expenses in their contracts. Sponsors must avoid situations where the agreement addresses the markup by simply applying a percentage markup on any pass-through costs. This is due to the regulatory prohibition on cost-plus-percentage of costs payment methods found in 2 CFR 200 Subpart D.

Generally, the consultant's administration expenses associated with sub-consultant management should be addressed as direct labor hours in the consultant fee derivation. Other sub-consultant management expenses must be addressed as a dollar value, as opposed to an applied percentage. The consultant's fee estimate must identify the markup value for other subconsultant management expenses within the non-salary expense section. Sponsors and consultants must also avoid situations where costs for managing sub-consultant agreements are duplicated within the agreement.

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APPENDIX A. DEFINITIONS

Some common terms used in this AC are defined below. Additional definitions of terms and phrases are available in Order 5100.38, Airport Improvement Program Handbook, current version.

1. **Architectural/Engineering (A/E) Services.** The term "architectural and engineering services" means:

   a. Professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;

   b. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and

   c. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soil engineering, drawing reviews, preparation of operating and maintenance manuals, land acquisition services and other related services.

2. **Consultant.** A firm, individual, partnership, corporation, or joint venture that performs architectural, engineering or planning services as defined in paragraphs 1 and 4, employed to undertake work funded under an FAA airport grant assistance program.

3. **Fee.** Compensation paid to the consultant for professional services rendered.

4. **Planning Services.** Professional services of a planning firm include: airport master and system plan studies, airport noise compatibility plans (14 CFR part 150 studies), and environmental assessments and related studies.

5. **Primary Engineer or Principal Consultant.** A firm that is held responsible for the overall performance of the service, including that which is accomplished by others under separate or special service contracts.

6. **Sponsor.** A public agency or private Sponsor of a public-use airport that submits to the Secretary an application for financial assistance for the airport (49 USC § 47102(19)).

7. **Bridging Documents.** Preliminary engineering documents intended to define a scope of work for a subsequent design and construction efforts. These documents are typically prepared by a professional services firm who is not eligible to participate in further procurements on the project.

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APPENDIX B. BIBLIOGRAPHY

This bibliography covers Public Law, FAA Orders, Advisory Circulars (ACs), and Code of Federal Regulations (CFRs) referenced within this AC.

B.1 Public Law.

1. Brooks Act: Federal Government Selection of Architects and Engineers. Public Law 92-582, 92nd Congress, H.R. 12807, October 27, 1972. (See http://www.usa.gov/.)
2. *United States Code*. Title 40 Subtitle I, Chapter 11 Selection of Architects and Engineers. (See http://uscode.house.gov.)
3. *United States Code*. Title 42 Chapter 55 USC 4321 National Environmental Act of 1969. (See http://uscode.house.gov.)
4. *United States Code*. Title 49 Subtitle VII, Aviation Programs, USC §47123 Nondiscrimination. (See http://uscode.house.gov.)
5. *United States Code*. Title 49 Subtitle VII, Aviation Programs, §47107(a) (17), Project Grant Application Approval Conditioned on Assurances About Airport Operations. (See http://uscode.house.gov.)
6. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47102 Definitions. (See http://uscode.house.gov.)
7. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47105 Project Grant Applications. (See http://uscode.house.gov.)

B.2 Code of Federal Regulations.

Access the Code of Federal Regulations online at http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE.

1. Airport Noise Compatibility Planning. *Code of Federal Regulations*. Title 14 CFR part 150.
2. Contract Cost Principles and Procedures. *Code of Federal Regulations*. Title 48 CFR part 31.
3. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. *Code of Federal Regulations*. Title 29 CFR part 5.
4. New Restrictions on Lobbying. *Code of Federal Regulations*. Title 49 CFR part 20.
5. Nondiscrimination in Federally-Assisted Programs of the Department of Transportation–Effectuation of Title VI of the Civil Rights Act of 1964. *Code of Federal Regulations*. Title 49 CFR part 21.

6. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. *Code of Federal Regulations.* Title 41 CFR part 60.
7. Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. *Code of Federal Regulations.* Title 49 CFR part 26.
8. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. *Code of Federal Regulations.* Title 2 CFR part 200.

B.3 FAA Orders and Advisory Circulars. Please refer to current versions.

1. U.S. Department of Transportation. Federal Aviation Administration. Order 1050.1, Environmental Impacts: Policies and Procedures. (See http://www.faa.gov/regulations_policies/orders_notices/.)
2. U.S. Department of Transportation. Federal Aviation Administration. Order 5050.4, Airport Environmental Handbook. (See http://www.faa.gov/airports/resources/publications/orders/.)
3. U.S. Department of Transportation. Federal Aviation Administration. Order 5100.38, Airport Improvement Program Handbook. (See http://www.faa.gov/airports/resources/publications/orders/.)
4. U.S. Department of Transportation. Federal Aviation Administration. Advisory Circular 150/5300-15, Use of Value Engineering for Engineering and Design of Airport Grant Projects. (See http://www.faa.gov/airports/resources/advisory_circulars/.)

APPENDIX C. SCOPE OF SERVICES SAMPLES

C.1 This appendix contains three different examples of Scope of Services. Example 1 is a Design Services scope, Example 2 is a Planning Services scope, and Example 3 is a Construction Services scope. Samples may not necessarily include all provisions and terms required by this AC. If a conflict exists between these examples and the AC, the AC will prevail.

C.2 Example 1. Design Services Scope.

TAXIWAY A SOUTH AND HOLDING APRON RECONSTRUCTION AND NEW HARDSTAND

ABC INTERNATIONAL AIRPORT

The consultant will provide the required professional services to design the reconstruction of Taxiway A South and holding apron and the proposed hardstand (attach a drawing or exhibit if necessary). This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

Taxiway A South will be constructed in Portland Cement concrete and will be widened to 100 feet and have new 40-feet-wide asphalt shoulders added. The South Holding Apron will be reconstructed to essentially the same configuration as presently exists. Centerline taxiway lighting will be added to the taxiway and through the holding apron to Runway 18L/36R. Control panels in the FAA tower and field lighting electrical vault will also be modified for the new centerline lighting.

The new hardstand will be located north of the Airlift Airlines Maintenance Facility (currently under construction) south of the northeast Cargo Taxilane and west of the flying Bears hardstand. The hardstand will be a Portland Cement concrete apron with lighting similar to other hardstands, drainage to the Industrial Waste Sewerage System (IWS), and other utilities including fire protection. No downstream IWS changes are anticipated. It is anticipated that utilities are immediately available for fire protection adjacent to hardstand.

Professional services to be provided by the consultant will include civil, electrical and structural, and geotechnical engineering services required to accomplish the following items:

PHASE 1 - PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. The consultant will complete its evaluation of alternatives through contacts with local authorities and review of the preapplication, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Activities include:

1. Coordinate with airport operations, FAA tower, and the airlines to minimize impacts in day-to-day operations of the airlines and air cargo lines. Also coordinate with facilities and

maintenance and fire department. (This will require four coordination meetings throughout the design.)

2. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
3. Provide all geotechnical investigation and analysis and pavement and other nondestructive testing and analysis required for the design.
4. Coordinate with the airport's project manager for required survey information.
5. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. The consultant's phasing plan must take into account other airport construction projects.
6. Determine aircraft usage through coordination with Airport staff and information furnished by the Sponsor. Design the pavements to meet the anticipated aircraft traffic.

PHASE 2 - ENGINEERING PHASE ACTIVITIES

1. Evaluate local conditions.
   a. Evaluate local material suppliers, sources, and capabilities.
   b. Evaluate drainage alternatives.
   c. Review electrical lighting layouts and determine system relocation capacities.
2. Review and evaluate project layout.
   a. Verify master plan dimensions and data.
   b. Review findings and recommendations with airport personnel.
3. Complete a soils investigation, soils report, and recommendations including:
   a. Field Exploration.
      i. Conduct test pit explorations with a rubber-tired backhoe at various locations to a maximum depth of 8 feet in the runway, taxiway, and apron areas. Log and field classify soils and obtain samples for laboratory testing.
   b. Laboratory Testing.
      i. Perform laboratory index and strength tests as follows:
         (1) Compacted CBR test (3 compaction points/test).
         (2) Standard Proctor (4 point) compaction tests.
         (3) Atterberg limit determinations.
         (4) Sieve analysis.
         (5) Unit weight and water content determinations.
         (6) FAA soil classifications for all samples.
4. Complete necessary topography and site surveying, including establishment of project control points.

5. Complete pavement section alternatives analysis and provide recommendations including:
   a. Conduct an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for up to three alternatives.
   b. Strategize bidding procedures and pavement section alternatives to provide a basis for competitive bidding.
6. Complete preliminary plan and profile design for the runway, taxiway, and apron area.
7. Complete preliminary runway lighting, signing, and system circuitry layout.
8. Provide recommendations for construction phasing to the Sponsor for their review.
9. Complete estimates of probable construction costs for the recommended alternatives.
10. Provide five sets of review documents.
11. Complete the preliminary design report including:
    a. Geotechnical investigation.
    b. Topographical survey.
    c. Preliminary plans.
    d. Pavement section design and analysis.
    e. Drainage design analysis.
    f. Estimates of probable construction costs.
    g. Final summary and recommendations.
    h. Phasing and scheduling recommendations.
12. Solicit comments on preliminary design from airport personnel and the FAA.

PHASE 3 - FINAL DESIGN

In the decision phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and generally complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
3. Provide Engineering Report.
4. Develop specifications using Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the Sponsor.

5. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
6. Design all improvements in accordance with FAA standards and guidelines and in accordance with the Airport Certification Manual.
7. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
8. Provide for all required design of utilities and services within the area defined in the preliminary design.
9. Complete final quantity calculations.
10. Solicit Sponsor and FAA review and approval.
11. Provide ___ sets of contract documents.
12. Assist airport with advertising and interpretation of project requirements.
13. Assist airport with preparation of the FAA application.
14. Provide review of all submittal and shop drawings during construction.
15. Provide technical assistance and recommendations to the Sponsor during construction.
16. The following project schedule will be utilized unless otherwise approved by the Sponsor: Taxiway A South and the Holding Apron portion of the project will be phased to be constructed on an accelerated basis to be completed within two (2) months of the construction consultant's notice to proceed or earlier, if possible. During construction, runway 18L/36R will be kept in service at all times. The project limits will be defined such that the construction activities will not impact the operation of the runway as defined by airport and FAA operational criteria.
17. The construction budget for the project is $____, including construction change order contingency. The consultant will evaluate the feasibility of this budget and keep the Sponsor apprised during each phase of the design. The consultant will advise the Sponsor as to options available for reducing construction costs to stay within the budget, if it appears likely that construction bid prices will exceed this budget.

The design schedule is anticipated to be as follows:

Commission Authorization of Consultant Contract - 10/10/XX
Contract Execution - 10/10/XX
Start Design - 10/11/XX
50 Percent Design Review - 11/22/XX
Complete Design, Submit Estimates, Plans and Specs for Review 1/12/XX

Advertise for Bids - 3/21/XX
Open Bids - 4/11/XX
Prepare Award Memo - 4/12/XX
Award Construction Contract - 4/25/XX
Construction Contract Executed - 5/08/XX
Construction Notice to Proceed - 5/14/XX

Complete Taxiway A South & Holding Apron - 7/13/XX
Complete Hardstand Construction - 11/01/XX

PHASE 4 - CONSTRUCTION SERVICES

During the construction phase of the project, the consultant will assist the Sponsor to monitor and document progress for quality and cost. Review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

ACTIVITIES

1. Assist with prebid conference and bid opening. Issue addenda, prepare an abstract of bids, and make recommendations for award.
2. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders.
3. Solicit and review bonds, insurance certificates, construction schedules, etc.
4. Conduct preconstruction conference.
5. Provide horizontal and vertical control.
6. Provide resident project representative to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
7. Prepare change orders and supplemental agreement, if required.
8. Prepare and submit inspection reports.
9. Prepare and confirm monthly payment request.
10. Conduct necessary quality control testing.
11. Conduct and document periodic wage rate interviews.
12. Conduct a final project inspection with airport personnel, the FAA, and the consultant.
13. Prepare as-constructed drawings and the final project report from information furnished by the consultant.

C.3 **Example 2. Planning Services Scope.**

AIRPORT LAYOUT PLAN UPDATE

ANYTOWN MUNICIPAL AIRPORT

The purpose of this Airport Layout Plan Update (ALPU) is to identify potential development options specifically associated with closed Runway 10-28 at Anytown Municipal Airport. The existing Airport Layout Plan (ALP) is an integral component of the Airport Master Plan Update (AMPU) completed in 2005, which was based on data compiled in the mid-2000s, which is now

nearly 10 years old. Since that time, a number of critical growth and operational issues have surfaced that need to be assessed and factored into the preferred layout plan.

This ALPU will help the community focus on the best course of action for continued development of the airport, by identifying the key critical issues the airport faces in the next five to ten years.

CRITICAL ISSUES

Anytown is in a multiyear airport development plan that includes the reconstruction of Runway 15-33, expansion of hangar and aircraft parking facilities, construction of an airport access road, plus plans for the development of a new terminal building, expanded aircraft parking, and fueling facilities.

The airport is now in a position to start focusing on long-term landside development, particularly along the closed runway, with a realistic assessment of the existing terminal area configuration on the east end of the closed runway. An equally important component of this study is the identification of aviation development limits on the west end of the closed runway over the next 20 years.

TASKS

XYZ Company proposes to provide the following services. To the maximum extent possible, and unless otherwise noted, data from the most recent AMPU and ALP will be used. In the interest of cost savings, updated aerial mapping will not be obtained for this project. XYZ Company will rely on existing data.

CONCEPT

XYZ Company will prepare a written report and update the ALP, focusing on development of airport landside facilities, with emphasis on the closed runway, and the limits of compatible aviation development. Findings will be presented in written form at key phases through the term of this project, with each subsequent part building on previously submitted information. This concept will result in the development of a complete draft report that will then be updated to reflect agreed upon changes, resulting ultimately in the final ALPU.

TASK A - STUDY DESIGN/ADMINISTRATIVE

1. Project Scoping Meeting. The consultant will arrange and attend a project scoping meeting with the FAA, state, and city of Anytown (Sponsor) to review the project scope and tasks and to confirm the specific requirements of the ALPU.
2. Refine Scope of Services. XYZ Company will refine and prepare a detailed scope of services and fee to complete the defined tasks for submission to the Sponsor, state, and FAA.
3. Prepare Grant Application. XYZ Company will prepare and submit applications for Federal assistance. The Sponsor will sign and distribute the applications to state and FAA. The grant application will be submitted on or about April 15, 20XX.
4. Attend City Council Meeting. XYZ Company will attend a regularly scheduled city council meeting for the purpose of answering questions and addressing issues concerning this project.
5. Grant Administration.

a. XYZ Company will submit a monthly invoice to the Sponsor, including supporting documentation which specifically describes the work and other items for which the billing is submitted. The billing report will also include an estimate of the percent complete of each task appearing on the report. The Sponsor will be billed on a monthly basis for all work conducted in association with this project.

b. The FAA and state will reimburse the Sponsor for these fees through the grant reimbursement process. XYZ Company will prepare these grant reimbursement requests for the Sponsor's signature and distribution to the FAA and state. It is anticipated that seven grant reimbursement requests will be prepared during the life of this project.

TASK B - ALPU REPORT

XYZ Company will prepare an ALPU report consisting of five chapters and various appendices, developed in two phases (draft and final).

Chapter 1 - Inventory and Forecasts

1. Update Existing Activity: This task will update existing based aircraft totals and evaluate current aircraft operations using industry standards, observations, and discussions with airport operators and users. The Sponsor will provide XYZ Company will an accurate list of all based aircraft by aircraft make and model, sorted by hangared aircraft and aircraft parked on open aprons.
2. Field Inventory: XYZ Company will conduct a site field investigation of the airport that will provide an update of recently constructed facilities as well as potential development areas.
3. Identify On-Airport Developable Land: XYZ Company will use existing base mapping superimposed by the airport property line and resource protection limits to identify areas of airport property that can be "disturbed" or used for future airport development. This task will focus on the closed runway.
4. Evaluate Existing Lease Agreements. XYZ Company will obtain and evaluate existing airport lease agreements for compliance with FAA grant assurances.
5. Review SASP: XYZ Company will obtain and review aircraft and operational data in the current State Aviation Systems Plan (SASP) as applicable to Anytown.
6. Update 19XX Forecasts. The 20XX AMPU forecasts will be updated based on current aircraft loading and operations and projected forward 5, 10 and 20 years using SASP forecasts, as applicable.
7. Forward Draft Findings. XYZ Company will prepare and submit a draft Inventory and Forecasts Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA. It is recommended that the Sponsor post this report on its website. XYZ Company will provide a copy of the report as it progresses, in Adobe® PDF format, to the Sponsor's webmaster or information technology (IT) department.
8. Meeting. XYZ Company will present the Inventory and Forecast data to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 2 - Demand/Capacity Analysis & Facility Requirements. Pending receipt and resolution of comments from the Sponsor, state, and the FAA on Chapter 1, XYZ Company will prepare Chapter 2. XYZ Company will review and respond to comments to all parties.

1. Landside Facility Capacities: XYZ Company will identify the capacity of the existing landside facilities including, but not limited to aviation facilities: hangars, aircraft parking, fuel facilities; compatible non-aviation facilities: industrial park; and common facilities: automobile parking and access roads
2. Airside Facility Requirements: This ALPU will not evaluate airside facilities (runway, taxiways, etc).
3. Landside Facility Requirements: XYZ Company will evaluate existing landside facilities and compliance with FAA safety and design requirements. Based on the safety and capacity computations as well as the forecasts of aviation demand for the airport, XYZ Company will identify the needed improvements for the landside facilities (i.e., hangars, aircraft parking, automobile parking and access, and aircraft fueling facilities).
4. Forward Draft Findings: XYZ Company will prepare and submit the Capacity and Facilities Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA.
5. Meeting. XYZ Company will present its findings from the first two chapters to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 3 - Alternative Developments. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 2, XYZ Company will prepare Chapter 3. XYZ Company will review and respond to comments to all parties.

1. Identify Limits of Short-Term Aviation Development. Based on previously developed forecasts (Chapter 1) and identified facility needs (Chapter 2), XYZ Company will identify areas of airport property that can be used for future airport development. Emphasis will be placed along the entire close runway corridor, with particular attention given to realistic development of the existing terminal area.
2. Identify Potential Nonaeronautical Use. XYZ Company will analyze future aviation needs (projected in 5, 10, and 20 year periods) and then identify on-airport areas potentially available for compatible nonaeronautical use. Emphasis will be placed on development in the area along or in the vicinity of the west end of the closed runway.
3. Identify Development Alternatives: The objective of this task is to identify feasible landside alternative development plans for the airport based on Tasks A and B above. While a variety of alternative solutions could be considered, for the purposes of this study, XYZ Company will develop a series of possible alternatives consistent with the needs of the Sponsor.
4. Forward Draft Findings: XYZ Company will prepare and submit the Alternatives Chapter addressing the tasks in this chapter, providing 10 copies of the draft chapter to the city, and one copy each to the state and FAA.
5. Preferred Alternative Meeting: XYZ Company will meet with the Sponsor to assist him in evaluating and selecting the preferred alternative. Subsequent to the selection of the preferred alternative, XYZ Company will complete and submit an updated Alternatives Chapter to all parties.

Chapter 4 - Environmental Evaluation. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 3, XYZ Company will prepare Chapter 4. XYZ Company will review and respond to comments to all parties.

1. Identify Existing Environmental Conditions.

    2. This task will include the collection of data to identify protected resources and environmental issues as defined by the 23 impact categories found in FAA Order 5050.4, Airport Environmental Handbook, in the vicinity of the airport that are anticipated to be impacted by the proposed capital improvements or existing operations. A review of existing data and coordination with appropriate regulatory agencies will identify potential protected resources and issues important to the human and natural environment that may require additional data collection beyond the scope of this study. XYZ Company will conduct one site visit to compare existing conditions to written data.

    3. In addition, XYZ Company will review previous environmental permitting and, if applicable, protected resource mitigation performed as part of previous airport and industrial park improvement projects. This information will be useful to the Sponsor when future environmental permits need to be obtained.

    4. Delineated flagged wetlands will be identified and evaluated using the current Federal and State (and local, if applicable) methodologies. These wetland boundaries, which are already digitized, will be placed on the appropriate airport plans and figures.

5. Identify Potential Adverse Impacts: Based upon the recommended airport improvements identified as the preferred alternative, potential impacts to the environment that are protected by local, State, and Federal regulations will be identified for the first five years of the planning period.

6. Describe Regulatory Requirements: XYZ Company will identify the permit requirements for the anticipated first five years of airport improvements. This information can then be used to plan the phasing requirements for each project (refer to Chapter 5 – Implementation Schedule & Financial Analysis).

7. Forward Draft Findings: XYZ Company will prepare and forward the Environmental Chapter covering the tasks described in this section. This chapter will provide the basis for the environmental permitting requirements and financial impacts presented in Chapter 6. XYZ Company will provide copies as previously described above.

Chapter 5 - Implementation & Financial Analysis. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 4, XYZ Company will prepare Chapter 5. XYZ Company will review and respond to comments to all parties.

1. Implementation Schedule. Based on the adopted preferred alternative, a phased implementation schedule will be developed. This schedule will be based on demand levels and their estimated timeframes for realization. This schedule will not only include the development previously mentioned, but also major maintenance projects that were identified and necessary to maintain the viability of the airport.

2. Capital Improvement Plan. The ALPU will include a CIP using planning-level opinions of cost for each of the projects, both for development and maintenance of the airport. The distribution of eligible costs between the Sponsor, state, FAA, and private investors will be

evaluated for the presence of extensive financial burdens during any one timeframe; if necessary, projects may be shifted to offset this burden.

3. Funding Sources: XYZ Company will identify typical and potential funding sources for paying for proposed airport improvements or necessary maintenance projects.
4. Forward Draft Findings. XYZ Company will prepare and forward the Implementation Schedule and Financial Analysis Chapter covering the tasks described in this section. This chapter will provide the basis for future capital planning considerations on the part of the state and FAA. XYZ Company will provide copies as previously described above.

TASK C – UPDATE ALP

Three key components of the ALP will be updated: Existing Airport Layout Plan, Terminal Plan, and Ultimate Airport Layout Plan. The Approach Plan and Profile, Land-Use, and CFR Part 77 Analysis sheets **will not** be updated. Based on the selection of the preferred alternative, several drawings of the existing ALP set will require revisions and updating. All plans will be prepared to conform to state and FAA CADD standards and will be made available in electronic format.

1. Existing Airport Facilities Plan: This drawing will be updated reflecting changes since completion of the existing drawing. This drawing will be prepared at a scale of either 1" = 300' or 1" = 400'.
2. Ultimate Airport Layout Plan: This drawing will be revised reflecting the preferred alternate layout. This drawing will be prepared at a scale of either 1"= 300'or 1"= 400'.
3. Terminal Area Plan: This drawing will be prepared at a scale of either 1"= 50'or 100' reflecting the revised preferred layout.
4. Forward Draft Findings: XYZ Company will prepare and submit the revised ALP drawings. One full-size 24" x 36" set will be provided each to the Sponsor, FAA, and the state. In addition, a reduced 11" x 17" set will be provided in Adobe PDF to the Sponsor's webmaster for inclusion on the city's website.

TASK D – FINAL DOCUMENTATION

1. Final Meeting. XYZ Company will hold a final project meeting with the Sponsor, state, and FAA to review the project and solicit all final comments.
2. Final Report. Pending receipt of comments from all interested parties, a final ALPU report will be prepared. Bound, printed copies will be distributed to the Sponsor, state, and FAA. Additional copies of the final report will be available upon request on CD-ROM in Adobe PDF format.
3. Airport Layout Plan. Four (4) full-size sets of the final ALP set will be distributed to the Sponsor, state, and FAA for approval signatures. All signatory parties and XYZ Company will receive one (1) signed ALP set for their files.

ANTICIPATED PROJECT SCHEDULE

The following anticipated project schedule is based on the timely receipt and resolution of comments from the Sponsor, state, and FAA:

Anticipated Project Schedule

Task	Date
Study Design	May 20XX
Inventory and Forecasts	June 20XX
Capacity Analysis and Facility Requirements	August 20XX
Alternatives Development	September 20XX
Environmental Evaluation	October 20XX
Financial Analysis	November 20XX
Airport Plans	December 20XX
Final Documentation	January 20XX

C.4 **Example 3. Construction Services Scope.**

DESIGN AND CONSTRUCT 6-UNIT HANGAR

ANYTOWN MUNICIPAL AIRPORT

ARTICLE A - DATA COLLECTION AND PROJECT DEVELOPMENT

1. Predesign Conference - A representative of the engineer will attend a predesign meeting at the offices of the state to provide the representatives of the Sponsor, the FAA, and the state with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The engineer will coordinate the date and time of the predesign conference via teleconferences, letters, faxes and emails to the representatives of the Sponsor, the FAA and the state. The engineer will prepare a presentation of the project components for discussion at the predesign conference. The engineer will use the Airports Division Predesign Conference Form XX to determine the design and construction parameters that will be used for this project.
2. Review and Evaluate Existing Data - The engineer will compile the existing data that was prepared for previous projects at the airport, that is germane to the project, and that might be useful in the design of the project. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The engineer will utilize the pertinent data and information as appropriate to prepare worksheets to facilitate the development of the project. The engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project.
3. Site Location Survey - The engineer will retain a professional land surveyor who is licensed in the State to provide site location survey services in the vicinity of the proposed hangar project area sufficient to prepare the project plans. The land surveyor may be required to locate the pertinent existing physical features within the vicinity of the project including

pavements, drainage structures, swales and ditches, fence lines, property lines, rights-of-way, and tree and brush lines. The engineer will incorporate the results of the survey into the project plans to supplement the available existing data for the project locations.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the data collection and project development phase of the work in the form of subconsultant costs for land surveying. These costs will be included in the engineer's contract with the Sponsor.

ARTICLE B - DESIGNS, PLANS AND SPECIFICATIONS

1. Project Plans - The engineer will prepare preliminary and final plans based on the existing conditions plans that were prepared during the data collection phase of the project. The engineer will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the project area for the construction of the hangar. The engineer will evaluate the project work area to identify other necessary incidental improvements that should be included in the project. The engineer will incorporate the electrical and structural plans into the project plans. The engineer will coordinate the development of the project plans with the staff of their aviation planning and environmental departments including:

    - Title sheet
    - Site plan
    - Grading Plan
    - Civil Details
    - Cross Sections
    - Hangar Elevations and Details
    - Floor Plan and Details
    - Foundation Plan and Details
    - Building Details and Typical Sections
    - Electrical Layout Plan
    - Electrical Schedules and One-Line Diagram
    - Electrical Specifications

    a. The engineer will distribute the preliminary plans to the Sponsor, the state, and the FAA for review. The engineer will provide the Sponsor with one (1) set of preliminary plans for review and comments. The engineer will provide the state with two (2) sets

of preliminary plans for review and comments. The engineer will provide the FAA with five (5) sets of preliminary plans for review and comments. The engineer will further develop the preliminary plans into final plans subsequent to the review and comment period.

b. The engineer will distribute the final plans to the Sponsor, the state, and the FAA. The engineer will provide the Sponsor with one (1) set of final plans. The engineer will provide the state with one (1) set of final plans. The engineer will provide the FAA with one (1) set of final plans.

2. Project Specifications and Contract Documents – The engineer will prepare preliminary and final specifications and construction contract documents based on the preliminary and final plans. The engineer will incorporate the electrical and structural specifications into the project specifications. The specifications will establish the requirements for the project in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports,* including general provisions and technical specifications.

   a. The contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, Maintenance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts $100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for Anytown USA.

   b. The engineer will distribute the preliminary specifications and contract documents to the Sponsor, the state, and the FAA for review and approval. The engineer will provide the Sponsor with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the state with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the FAA with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will further develop the preliminary specifications and contract documents into final specifications and contract documents subsequent to the review and comment period.

   c. The engineer will distribute the final specifications and contract documents to the Sponsor, the state, and the FAA. The engineer will provide the Sponsor with one (1) set of final specifications and contract documents. The engineer will provide the state with one (1) set of final specifications and contract documents. The engineer will provide the FAA with one (1) set of final specifications and contract documents.

3. Estimates - The engineer will prepare estimates of material quantities and construction costs based on the plans, specifications, and environmental permitting requirements. The engineer will incorporate the electrical and structural estimates into the project estimates. The estimates will be distributed to the Sponsor, the state, and the FAA for review and modification. The Sponsor, the state and the FAA each will be provided with one (1) copy of the estimates.

Note: The construction cost estimates will reflect the engineer's opinion of probable construction costs and will be based on the engineer's experience with similar recent construction. The engineer has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The engineer cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final project construction cost.

4. Electrical Design, Specifications and Estimates - The engineer will utilize the staff of their electrical division for the design of the electrical components of the hangar building. The engineer will visit the project site to determine the availability and suitability of the existing electrical system for the proposed project. The engineer will prepare electrical plans in the form of one line diagrams, electrical service installation details, panel schedules, lighting plan, power plan, and fixture schedule. The engineer will prepare electrical specifications and cost estimates for the construction of a pre-engineered metal building. The engineer will incorporate the electrical plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
5. Structural Design, Specifications and Estimates - The engineer will utilize the staff of their structural division for the design of the structural components of a hangar building measuring approximately 33-feet wide by 252-feet long. The engineer will visit the project site to determine the suitability of the proposed site for the hangar building. The engineer will utilize the geotechnical data compiled for the recent runway, taxiway, and apron reconstruction projects to evaluate the suitability of the existing soils to design the building foundation. The engineer will prepare structural plans in the form of building elevations, floor plans, foundation plans, reinforcing plans, structural cross sections, and details suitable for establishing the requirements of a pre-engineered metal building. The engineer will prepare structural specifications and cost estimates for the construction of the pre-engineered metal building. The engineer will incorporate the structural plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
6. Quality Control and Design Review - The engineer will conduct in-house quality control and design review meeting with experienced representatives of the engineer. The engineer will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. The electrical and structural plans will be reviewed separately by senior staff members in those disciplines. Subsequent to the independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE C - ENVIRONMENTAL SERVICES

1. Regulatory Review - The engineer will evaluate the preliminary design of the project to determine the environmental impacts of the project. The engineer will review the latest

pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. The engineer will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the project based on the anticipated final design and its potential environmental impacts. The engineer will contact regulatory authorities through telephone calls, letter correspondence, fax, and email to confirm environmental, aviation, and municipal zoning regulations. The engineer will review the available environmental documents including the airport master plan and wetlands studies for environmental issues and recommendations. The engineer will incorporate the recommendations of the regulatory agencies into the final design of the project to mitigate the environmental aspects of the project.

2. Facility Storm Water Pollution Prevention Plan - The engineer will amend the Sponsor's airport Storm Water Pollution Prevention Plan (SWPPP) which was prepared in 1996 for the Sponsor's airport industrial use as required by the National Pollution Discharge Elimination System (NPDES) regulations. The engineer will prepare a revised airport base map depicting the hangar development and other incidental changes. The engineer will prepare a narrative describing the changes at the airport. The engineer will deliver the revised base map and narrative to the Sponsor for inclusion in the SWPPP as an appendix.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, permit application fees, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE D - PROJECT ADMINISTRATION

1. Scope of Services and Contract - The engineer will communicate and coordinate with the Sponsor via telephone, letters, fax, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The engineer will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the Sponsor, the state, and the FAA for review and approval. The engineer will coordinate the preparation of the contract with the staff of their planning, CADD, and environmental departments.

   a. The engineer will make changes to the work scope narrative and the fee schedules of the selected proposal. The engineer will make changes to the contract document standard provisions at the request of the Sponsor’s legal counsel and with the approval of the engineer’s executive management. The engineer will prepare letters of transmittal and will distribute three (3) copies the final contract to the Sponsor and the engineer’s executive management for original authorized signatures. The engineer will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the Sponsor, one (1) signed original copy to the engineer’s executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.

2. FAA Grant Application - The engineer will prepare seven (7) copies of the formal FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental

action, statement of airport user coordination, statement of intergovernmental coordination, statement of Sponsor DBE program status, Sponsor certifications, and grant assurances. The engineer will submit the grant application to the Sponsor with transmittal letters for signatures and forwarding to the FAA and state. The engineer will review the Federal grant offer and assist the Sponsor in complying with the terms and conditions of the grant offer.

3. Executive Order 12372 - The engineer will communicate with the Anystate Office of State Planning to confirm the requirements of the submission package for intergovernmental agency review in accordance with Executive Order 12372. The engineer will prepare and submit six (6) copies of the submission package with a cover letter. The engineer will also prepare and deliver one (1) submission package with a cover letter directly to the U.S. Fish and Wildlife Service to facilitate Federal agency review of the proposed project. The engineer will obtain response letters at the end of the review period identifying specific requirements to be incorporated into the proposed project.

4. Reimbursement Requests - The engineer will prepare the Federal and State reimbursement requests including letters of transmittal to the FAA and state. The engineer will compile the Sponsor administration costs, engineering costs, subconsultant costs and construction costs.

   a. The engineer will compile, review, and approve the contractor's construction cost data and will prepare periodic cost estimates. The engineer will submit periodic cost estimates to the contractor for signature and return to the engineer for inclusion in the reimbursement requests.

5. In-House Administration - The engineer will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project. The engineer will prepare an in-house project work plan for distribution to the engineer's design team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.

6. Outside Administration - The engineer will provide general project administration and coordination including disseminating interim project data and information to the Sponsor, the state, the FAA, and the engineer's subconsultants in the form of telephone conversations, letters, faxes, email, copies, etc. to apprise the Sponsor, the state, and the FAA of new developments throughout the design phase of the project.

7. Accounting Administration - The engineer will provide general project administration and coordination with the staff of their accounting department. The engineer will prepare the internal close out forms. The engineer will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The engineer will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The engineer will prepare and submit monthly invoices to the Sponsor for services provided to the Sponsor and for costs incurred by the engineer and their subconsultants. It is anticipated that a total of six (6) invoices will be prepared and submitted during the course of the project.

8. Miscellaneous Administration - The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Sponsor, the state, the FAA, and other interested parties; disseminating interim project information to the Sponsor, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.

9. Disadvantaged Business Enterprise Program - The engineer will update the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The engineer will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects in the Federal fiscal year 20XX. The engineer will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects. The engineer will prepare a legal advertisement describing the revised DBE utilization goal and methodology. The engineer will deliver the advertisement to the Sponsor to publish in one (1) newspaper as a public notice to provide a thirty day public comment period. The engineer will submit the revised DBE program to the FAA Office of Civil Rights review and comments. The engineer will prepare the DBE program annual update on Form 4XXX at the conclusion of Federal fiscal year 20XX to reflect the actual DBE utilization on airport projects.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE E - BIDDING SERVICES AND CONSTRUCTION ARRANGEMENTS

1. Bid Documents - The engineer will prepare XX sets of bid documents comprising the construction plans, construction specifications, and construction contract in accordance with the requirements of the Sponsor, the state, and the FAA.

2. Bid Advertisement - The engineer will prepare a legal advertisement and deliver it to three (3) newspapers to publish as a solicitation for construction bids in accordance with the Sponsor's bidding procedures. The engineer will deliver the bid advertisement to five (5) plan viewing rooms for publication in order to maximize the project exposure and generate widespread consultant interest in the project. The engineer will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The engineer will notify the state and the FAA of the project's advertisement.

3. Distribute Bid Documents - The engineer will contact consultants who are potential bidders in order to maximize consultant participation in the project. The engineer will issue the bid documents to the interested bidders and to five (5) plan viewing rooms. The engineer will maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and fax number for use in issuing addenda. The engineer will distribute the bid document recipient list to interested parties if requested by potential bidders.

4. Pre-Bid Conference - The engineer will attend the pre-bid conference at the airport to present the project to interested parties and to answer consultants' and subconsultants' questions. The engineer will conduct a site walk of the project area to allow the consultants and subconsultants to observe the existing conditions first-hand and to ask questions regarding their observations. The engineer will prepare written responses to questions that require additional information that is not available at the time of the pre-bid conferences. The engineer will distribute the responses to the bid document recipients and pre-bid conference attendees.
5. Bid Questions and Addenda - The engineer will answer questions and provide technical advice to the potential bidders concerning the bid documents. The engineer will answer questions and provide technical advice to the Sponsor concerning the bid documents. The engineer will prepare and issue one (1) addenda to the bid document recipients to clarify, modify, or correct the bid documents.
6. Bid Analyses, Recommendation and Award - The engineer will conduct a detailed analysis of the consultants' bids for completeness and accuracy and will note omissions and discrepancies. The engineer will compile a bid summary comprising the results of the bids for distribution to the bid document recipients. The engineer will write a letter to the Sponsor recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the Sponsor, the state and the FAA, the engineer will issue a written notification to the successful bidder informing the bidder of the bid results. The engineer will disseminate the bid results to the plan viewing rooms.
7. Bid Sureties - The engineer will issue letters to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results. The engineer will return the bid surety to the successful bidder after the bidder has executed the construction contract. The engineer will return the bid surety to the second low bidder after the successful bidder has executed the construction contract.
8. Consultant Coordination - The engineer will prepare six (6) copies of the consultant's bid proposal package for use as the construction contract document. The engineer will coordinate with and provide information to the consultant to facilitate the preparation and execution of the construction contract document. The engineer will review the consultant's construction contract for accuracy and completeness before submitting the document to the Sponsor for final signatures. The engineer will prepare a checklist of tasks to be performed by the Sponsor to fully execute the construction contract. The engineer will distribute the construction contract documents at the preconstruction conference.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE F - CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference - The engineer will coordinate the time, date, and location of the preconstruction conference. The engineer will notify the Sponsor, the FAA, the state, the consultant, the resident engineer, and other interested parties of the preconstruction

conference and will invite their representatives to attend. The engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects,* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

2. Shop Drawing Review - The engineer will review the shop drawings and materials submittals that are furnished by the consultant as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the consultant for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the Sponsor and the consultant.

3. Construction Administration - The engineer will provide general consultation and advice to the Sponsor during the construction phase of the project. The engineer will provide general coordination between the Sponsor, the state, and the FAA during the construction phase of the project. The engineer will assist the Sponsor with the preparation and issuance of change orders, recommend construction specification waivers, and advise the Sponsor as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the Sponsor, the FAA, and the state.

   a. The engineer will provide general supervision and support to the resident engineer including, but not limited to, coordinating field survey personnel, processing the resident engineer’s weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the consultant regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.

   b. The engineer will communicate and coordinate with the consultant on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.

4. Site Visits - The engineer will make visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the Sponsor and representatives of the electrical and structural divisions. The engineer’s representatives will meet with the representatives of the Sponsor and the consultant to discuss the project’s progress and to identify areas of concern to facilitate the construction.

5. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Sponsor, the FAA, the state, the resident engineer, and the consultant. The engineer will

prepare a summary report of the final inspection, including a punch list of work items that the consultant must accomplish to complete the project. The engineer will distribute the summary report to the Sponsor, the FAA, the state, the resident engineer, and the consultant.

6. Record Drawings - The engineer will prepare four (4) sets of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The engineer will distribute the four (4) sets of record drawings to the Sponsor, the FAA, and the state for signatures. The engineer will prepare and distribute one (1) set of mylar copies of the record drawings to the Sponsor after the record drawings have been signed by all parties. The engineer will provide the Sponsor with electronic files of the record drawings in AutoCAD DWG format and PDF format on CD-ROM.
7. Airport Layout Plan Drawing - The engineer will update the electronic versions of the Ultimate Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project.
8. Airport Terminal Area Plan Drawing - The engineer will update the electronic version of the Airport Terminal Area Plan drawing which is identified as Sheet 4 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project and previous airport development.
9. Project Close Out Report - The engineer will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The engineer will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report each to the Sponsor, the FAA and the state.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, and long distance telephone calls from the field. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the construction administration phase of the work in the form of subconsultant costs for geotechnical testing services. These costs will be included in the engineer’s contract with the Sponsor.

ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

1. Resident Engineer - The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. The resident engineer will be available for both full-time and part-time construction observation services during the 90 calendar day duration of the project as required by the nature of the ongoing construction activities.

a. For budgeting purposes, the resident engineer can be available sixteen (16) hours per week for twelve (12) weeks including travel time for a total of 192 hours during the course of the construction. The resident engineer can also be available for eight (8) hours to attend the final inspection. Variations to this proposed manhour distribution may be necessary as the work progresses but must not exceed 200 manhours. Additional manhours for the resident engineer must be addressed by a supplemental agreement.

b. The resident engineer will be the engineer's primary contact with the consultant and their subconsultants during the course of construction. The resident engineer will be available to meet with the representatives of the Sponsor, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.

c. The resident engineer will monitor and coordinate the construction progress; will coordinate with the Sponsor, the engineer, and the consultant; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.

d. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved by the consultant and will submit the reports to the engineer for review.

e. The resident engineer will conduct Federal wage rate surveys with the consultant's personnel and their subconsultants' personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.

f. The resident engineer will assist the consultant with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The consultant's construction survey data will be incorporated into the record drawings at the completion of the project. The engineer will provide the resident engineer with CADD support to plot the results of the construction survey data and to generate electronic drawings, sketches, and details at the request of the resident engineer to facilitate the construction.

Expenses - The engineer will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at $0.405 per mile, tolls, overnight shipping, blueprints, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the technical observation phase of the work in the form of geotechnical subconsultant costs for quality assurance testing of construction materials and practices. These costs will be included in the engineer's contract with the Sponsor.

APPENDIX D. CONSULTANT SERVICES FEE/COSTS SAMPLE

This example can be modified as necessary for any type of project.

SALARY COSTS

TASKS VARY WITH SCOPE AND TYPE OF SERVICES

CLASSIFICATIONS WILL VARY PER FIRM AND PROJECT TYPE

HOURS WILL VARY PER LEVEL OF EFFORT AND NEGOTIATIONS

TASKS	CLASSIFICATIONS HOURS					TOTALS
	Principal	Project Manager	Sr. Airport Planner	Environ. Analyst	Technician Clerical	
1. Project Scoping Meeting	0	0	0			
2. Refine Scope and Fee	0	0	0			
3. Prepare Grant Application	0	0	0			
4. Attend Airport Board Meeting	0	0	0	0	0	
5. Update Existing Activity	0	0	0	0	0	
6. Field Inventory	0	0	0	0	0	
7. Identify On-Airport Development Land	0	0	0	0	0	
8. Evaluate Existing Lease Agreements	0	0	0	0	0	
9. Update Forecast	0	0	0	0	0	
10. 1st Review and Response to Comments	0	0	0	0	0	
11. Landside Facility Capacity & Requirements	0	0	0	0	0	
12. Meeting	0	0	0	0	0	
13. 2nd Review and Response to Comments	0	0	0	0	0	
14. Identify Limits of Aviation Development	0	0	0	0	0	
15. Identify Development Alternatives	0	0	0	0	0	
16. Review and Responsd to Comments	0	0	0	0	0	
17. Identify Existing Environmental Conditions	0	0	0	0	0	
18. Describe Regulatory Requirements	0	0	0	0	0	
19. Prepare and Forward Draft Findings	0	0	0	0	0	
20. Implementation/Capital Improvement Plan	0	0	0	0	0	
21. Existing Airport Facilities Plan				0	0	
22. Ultimate Airport Facilities Plan	0	0	0	0	0	
23. Final Meetings	0			0	0	
24. Prepare and Forward Final Report	0	0	0	0	0	
25. Prepare and Forward Final Airport Layout Plan	0	0			0	
Subtotal Hours	0	0			0	
Basic Hourly Rate	$0.00	$0.00	$0.00	$0.00	$0.00	
Direct Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	
Labor & General Administrative Overhead (0.00%)	$0.00	$0.00	$0.00	$0.00	$0.00	
Subtotal Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	

RATES WILL VARY PER FIRM

LABOR HOURS MULTIPLIED BY HOURLY RATE

A/E'S CERTIFIED OVERHEAD RATE

PROFIT BASED ON LABOR HOURS

Total Salary Costs = $0.00

Profit (Labor Costs) = $0.00

REIMBURSABLE EXPENSES ARE PASS-THROUGH COSTS NOT SUBJECT TO MARKUP

NON-SALARY COSTS

A. Reimbursable Expenses	Quantity	Unit	Rate	Subtotal
Mileage	0	Miles	$0.00	$0.00
Lodging	0	Day	$0.00	$0.00
Subsistence Per Diem	0	Day	$0.00	$0.00
Printing	0	LS	$0.00	$0.00
Mailing	0	LS	$0.00	$0.00
Supplies	0	LS	$0.00	$0.00
B. Subcontracting Expenses	**Contract Value**	**Contract Type**	**Prime Fixed Fee**	**Subtotal**
Services	0	Hourly	$0.00	$0.00
Sub-Consultant No. 1	0	Cost-Plus	$0.00	$0.00
Sub-Consultant No. 2	0	Lump Sum	$0.00	$0.00

AMOUNT OF ANY MARK-UP FEE MUST REFLECT VALUE ADDED BY PRIME AND CANNOT DUPLICATE EFFORT ADDRESSED UNDER SALARY COSTS

Total Direct Non-Salary Costs = $0.00

TOTAL FEE FOR SERVICES = $0.00

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APPENDIX E. DETAILED FEE/COST ANALYSIS SAMPLE

DATE: _____

PROJECT: _____

ESTIMATED CONSTRUCTION COSTS (ECC): $_____

ESTIMATED CONSTRUCTION DURATION: _____
i.e. calendar days

**THIS IS A SAMPLE
ANY SIMILAR FORM MAY BE USED**

ITEM	SPONSOR'S INDEPENDENT ESTIMATE	CONSULTANT FEE PROPOSAL	NEGOTIATION	
			DIFFERENCE	OBJECTIVE
Wages and Overhead	$	$	$	
Overhead Percent				
Principal $/Hour				
Project Mangager $/Hour				
Civil Engineer $/Hour				
Electrical Engineer $/Hour				
CADD Technician $/Hour				
Resident Engineer $/Hour				
Inspector $/Hour				
Project Engineer (Construction) $/Hour				
Surveyor $/Hour				
2-Man Crew				
WORKHOURS				
Principal				
Project Manager				
Civil Engineer				
Electrical Engineer				
CADD Technician				
Resident Engineer				
Inspector				
Project Engineer (Construction)				
Surveyors				
Workhour Totals				
Geotech	$	$	$	
Travel	$	$	$	
Printing	$	$	$	
Total Fee	$	$	$	
As percent of ECC				

EMPLOYEE CLASSIFICATIONS AND THEIR TITLES VARY WITH EACH CONSULTANT AND THE PROJECT SCOPE

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APPENDIX F. RECORD OF NEGOTIATIONS SAMPLE

ARCHITECTURAL AND ENGINEERING SERVICES

DATE:

Job Title
Location:
Anticipated A.I.P. Grant:

1. The consulting firm of XYZ was selected on January 21, 20XX, from those consultants who submitted their qualifications. A scope of work and detailed independent cost estimate in the amount of $44,364 for the design phase and $54,956 for the construction phase were prepared by the Sponsor on February 21 and submitted to the ADO on February 23.
2. The scope of work and request for fee proposal were sent to XYZ Consultants on February 23.
3. The meeting was held on February 27 with the Sponsor, consultant, and FAA to ensure the consultant had a thorough understanding of the scope of work.
4. The consultant submitted their fee proposal for the work on March 2, broken down as follows:

   Design Phase $58,224
   Construction Phase $66,345

5. A detailed cost analysis comparing the detailed independent estimate with the consultant's fee proposal was done on March 6 and negotiation objectives were established.
6. The Sponsor's negotiator, Mr. A called Mr. X of XYZ Consultants on March 7 to discuss the fee proposal. It was agreed that the construction duration of 60 days was adequate. The consultant was told that their overhead rate appeared high and asked to submit a detailed statement of overhead expenses for the previous year to verify their rate. Also the man hours for the principal and project manager seemed excessive. It was also noted that both a resident engineer and an inspector were not needed on the construction site fulltime. The surveying manhours during construction were also excessive. The consultant agreed to revise their fee proposal and resubmit it to the Sponsor.
7. The consultant submitted a revised fee proposal for the work on March 9, broken down as follows:

   Design Phase $51,286
   Construction Phase $59,432

8. The detailed cost analysis was revised on March 12 to reflect the consultant's revised fee proposal.
9. The Sponsor's negotiator met with Mr. X of XYZ Consultants at the Sponsor's office on March 13. Ineligible costs for entertainment and interest expense were deleted from the consultant's overhead and an acceptable overhead rate of 134 percent was agreed upon. A combined time of 60 man hours for the principal and project manager were agreed upon allowing 15 for the principal and 45 for the project manager. The consultant's figures of 302

civil work hours, 120 electrical work hours, and 410 drafting work hours were accepted. The consultant agreed to have a full time inspector on the job with a resident engineer also on the job one third of the time. The construction surveying work hours were reduced to 32 hours of a three-man crew. The consultant agreed to make the discussed changes and submit a final fee proposal.

10. The consultant submitted a final fee proposal for the work on March 14, broken down as follows:

    Design Phase $47,324
    Construction Phase $56,658

11. The final fee proposal is considered reasonable by the Sponsor. A contract has been prepared for the agreement between the Sponsor and consultant. The scope of work, draft contract, Sponsor's independent cost estimate, consultant's fee proposals with revisions and detailed cost analysis are attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.

12. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Sponsor's Signature

APPENDIX G. ALTERNATIVE PROJECT DELIVERY SYSTEMS

G.1 Alternative Project Delivery Systems.

G.1.1 Alternative project delivery systems (APDS) are popular construction methods in State and local governments. The philosophy behind these types of delivery systems is that there is a potential to reduce delivery time and minimize change orders that results in overall lower costs and greater efficiency.

G.1.2 Before undertaking alternative project delivery for an AIP funded project, the conditions for the project must be evaluated to determine if alternative delivery is more beneficial than the traditional design-bid-build method. The information contained in this appendix is offered to provide Sponsors with some insight when pursuing alternative project delivery. Sponsors should follow all applicable State and local laws but must include the required Federal contract clauses and provisions in the procurement documents. See Title 2 CFR § 200.326.

G.2 Alternative Project Delivery System Requirements.

The ADO must approve the use of an alternative project delivery system in advance of the project starting. The Sponsor must submit the following documentation to the ADO for review:

5. A description of the delivery system to be used.
6. A full description of the project with preliminary drawings of the proposed work.
7. Documentation that provides the reason and justification for using the alternative delivery system.
8. Documentation that the selection process is allowed under State or local law.
9. An organizational chart that shows contractual relationships between all the parties.
10. A statement describing what safeguards are in place to prevent conflicts of interest.
11. Documentation that the system will be as open, fair and objective as the traditional design-bid-build project delivery system.
12. Documentation of the amount of experience the parties involved in the project have in the proposed project delivery method.

G.3 Alternative Project Delivery Items Not Allowed Under AIP.

Because of federal contract and procurement requirements, some of the characteristics of APDS are not eligible on AIP funded projects. Some of these include:

1. Early completion bonuses
2. Cost overruns greater than 15%
3. Shared cost savings

4. Sponsor contingency costs
5. Price escalation
6. Sponsor insurance costs
7. In-state or local preferences

G.4 Design-Build Project Delivery.

G.4.1 49 U.S.C §47142 establishes design-build contracting as an approvable form of project delivery under AIP. Under the statute, design-build contracting is defined as an agreement that provides for both design and construction of a project by a single contractor. That contractor holds responsibility for the entire contract. Design-build may provide cost savings because of time savings in the contracting process as well as earlier start of construction.

G.4.2 Design-build project delivery can be performed by a single company with both design and construction ability in-house, or by a joint venture working under a single design-build contract. Design-build services can be performed under all the contractual methods used for construction including lump-sum, cost reimbursable with not-to-exceed ceiling (excluding cost-plus-percentage of costs) and time and material. If an outside firm is used to develop the initial qualifications package that firm may not participate as a competing party or sub-party in step 2. However, they may participate as a Sponsor representative on the selection board. Design fees are part of the overall contract price, but are separated as a subset of the total price.

G.4.3 2 CFR Part 200.320 limits the situations where price is not used as a selection factor to procurement of A/E professional services. Contracting for design-build services can be done through a two-step Competitive Proposal Selection (CPS) as described below:

1. **Step one:** The Sponsor prepares a design criteria package for the project using in-house staff or a separate professional services firm. The Sponsor also advertises for Design-Build firms or Joint Ventures to submit a qualifications package for consideration of the proposed project. Interested firms will respond to the solicitation, and are short-listed using a similar process used for QBS.
2. **Step two:** The design criteria package is issued to the short listed firm or teams, who respond with separate technical and price proposals. 49 U.S.C §47142 requires at least 3 firms submit proposals. Technical proposals which include preliminary drawings, outline specifications, and project schedules, are evaluated first, using a numerical **points earned** system. Then, price proposals are opened and prices are factored into the **points earned** system to decide the final selection.

G.5 Construction Manager-At-Risk (CM-A-R).

G.5.1 Utilizing the CM-A-R delivery system, the Sponsor engages a professional services design firm and in the early design phase, a construction manager/general contractor (CM-A-R) is selected.

G.5.2 The design firm is selected using professional services QBS. The CM-A-R is selected using a two-step competitive proposal.

1. **Step one:** The Sponsor and design firm prepare a RFQ with preliminary project information and use qualifications based criteria to rank and short list the top firms.
2. **Step two:** More detailed design information is provided to the short listed firms who reply with price information for various items such as, profit/contractor fee, insurance, bonding and general conditions.

G.5.3 The CM-A-R is then selected with qualifications and price as a consideration.

G.5.4 After selection, the Sponsor then negotiates the fees for pre-construction services that may include:

1. Design document reviews
2. Construction scheduling and sequencing
3. Cost Estimating at various stages of the design
4. Constructability reviews with recommended cost savings based on construction expertise.

G.5.5 At some point either in the design stage or after subcontractor bidding, the CM-A-R and the Sponsor negotiate a Guaranteed Maximum Price (GMP) for the project. The GMP is generally comprised of construction/ materials, contractor fee, general conditions, insurance, bonding and a contingency percentage which varies depending on the state of the design. The Sponsor and the design firm are directly involved in fixing the GMP through cost estimating at different levels of design completion, typically the 30, 60, and 90% completion levels. Some State and local laws require that the GMP can only be fixed after the CM-A-R publically bids the project design packages.

G.5.6 If the CM-A-R and the Sponsor cannot agree on a GMP, the project may be converted to the traditional design-bid-build method. Please consult the FAA program manager to discuss any consequences associated with such a change.

G.5.7 During the construction phase, the CM-A-R role is of a general contractor. Since the GMP is designed to prevent cost overruns for the Sponsor, the CM-A-R bears the responsibility for ensuring the project stays on schedule, within budget and conforms to the plans and specifications.

RESOLUTION 2017-086 PASSED: JULY 10, 2017

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO EXECUTE A FIVE-YEAR RETAINER AGREEMENT WITH CRAWFORD, MURPHY, AND TILLY, INC. FOR CONSULTANT ENGINEERING SERVICES AT THE DEKALB TAYLOR MUNICIPAL AIRPORT.

WHEREAS, the City of DeKalb is a home rule unit as defined in Article VII, Section 6 (a) Of the Illinois Constitution and has jurisdiction over matters pertaining to its government; and

WHEREAS, the City of DeKalb requests Council authorize the Mayor to enter into a five (5) year retainer agreement with Crawford Murphy, Tilly, Inc. for airport consultant engineering services at the DeKalb Taylor Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That City Council of the City of DeKalb hereby approves the Mayor to authorize a retainer agreement in the form attached, subject to such changes as are acceptable to the Mayor with the recommendation of City Staff.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayors signature and shall be effective there upon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10th day of July, 2017, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

ATTEST:

CITY OF DE KALB 1869 STATE OF ILLINOIS

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor

EXHIBIT A

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and " Crawford, Murphy & Tilly, Inc " hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services.

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing for 5 years from the date of execution, until terminated by either party upon seven (7) days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation.

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

D. Changes in Rates of Compensation (and Prevailing Wages).

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law.

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in the scope of work, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely

responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.
In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City *or by the Illinois Department of Labor*. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the

United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: __ United States Citizen or Corporation ___ Resident Alien ___ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 37-0844662 and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _X_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1,

et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

OSHA Standards: The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

CERCLA Indemnification: The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

Buy America: The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

Collusion: The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

I. Indemnification

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney's fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described in the Insurance Requirements Section of Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design

calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor's legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys' fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:	For the Contractor:
City Manager	Brian R. Welker, PE, Sr. VP
City of DeKalb	Crawford, Murphy & Tilly, Inc.
200 S. Fourth Street	2750 W. Washington St.
DeKalb, IL 60115	Springfield, IL 62702

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be

withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O. Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor's invoices, shall waive the City's ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City's failure to previously demand the same.

Agreed to this 10th day of July, 2017.

City of DeKalb

City Mayor/Manager

City Clerk

Contractor

Title: Sr. Vice President

Attest

Exhibit A – Scope of Services

Including Illinois Department of Transportation – Division of Aeronautics and Federal Aviation Administration Standard Conditions

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the **DeKalb Taylor Municipal Airport** located in Latitude 41°56'01.8" N, Longitude 88° 42'20.5" W, in **DeKalb** County, State of Illinois; and

WHEREAS, the development program shall include projects described as:

1. Preparation of necessary applications, environmental documentation, airspace request and other documentation for FAA and IDOT DOA grant funding for projects within the 5-year Transportation Improvement Proposal.
2. Land acquisition/land acquisition reimbursement, including various plat preparation, such as appraisal plats, easements, plats of survey, etc., clear zone obstructions surveys, technical advice, and environmental site assessments.
3. Replace Existing VASI units on Runway Ends 2, 20 and 27 with PAPI Units.
4. Technical Assistance including Environmental Evaluations, Engineering review and consultation for the Reimbursement Request for the Purchase of the Snow Removal Equipment (SRE) Building – Phase 1 and 2.
5. Crack Repair and Remark Runway 2/20 including Rehabilitation evaluation and design for Runway 2/20 including lead-in connecting Taxiways.
6. Removal and Replacement or Rehabilitation of existing Aircraft Parking Aprons.
7. Overlay, Rehabilitation and Restore crown and grade for Runway 2/20 including lead-in connecting Taxiways.
8. Remove and Replace Perimeter Security Fencing.
9. Rehabilitation of T-Hangar Taxiway pavements, Parking Lots, Roads and Aprons, Phases 1, 2 and 3.
10. Airport Utility Relocation Design and Development, Various Phases. Develop preliminary engineering and plans for the relocation of necessary utilities on the airport including the accommodation of future Airport Developments.
11. Enlarge Existing 1st Detention Basin and Construct 2nd Detention basin to accommodate future development including stormwater design, evaluation and engineering.
12. Preliminary Engineering, Site Engineering for future Hangar development and expansion.
13. Relocation of Pleasant Street including alignment, engineering and plan development to accommodate East Frontal Area development.
14. Expand large aircraft parking apron including engineering for the necessary construction of the apron and any connecting taxiways.

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.

I. ENGINEERING SERVICES

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

(A.) The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects included in

the above referenced development program.

2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the above referenced development program.

3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.

4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

(B.) The Preliminary Phase

1. Office Engineering

a. Provide the Owner when requested, all elements required for the Preapplication for Federal Assistance ready for signature of the Owner and submittal to the Division.

b. Preparation of elementary sketches and supplementary sketches required to achieve State and/or Federal budgeting.

(C.) The Design, Special Services and Construction Phases

1. Upon completion of the programming and budgeting of all or any part of the above reference development program, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the above referenced development program which are to be funded under a specific project. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project.

II. CHARGES FOR ENGINEERING SERVICES

A. The Owner agrees to pay the Engineer for services rendered associated with the development of the DeKalb Taylor Municipal Airport as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on the attached Schedule of Charges and the actual time expended in performing the services.

The invoices shall be submitted by the Engineer and shall detail the services performed, an employee number and classification of the person performing the service. If any services are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall be reimbursed at his actual cost for obtaining these services.

B. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

A. It is further mutually agreed by the parties hereto that all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of

the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the above referenced development program under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.

C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the projects included in the above referenced development program.

E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order NO. 11246, "Equal Employment Opportunity," as amended.

F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.

B. During the performance of this contract, the Engineer, for itself, its assignees and successor in interest agrees as follows:

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

2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

4. In the event of the Engineer's noncompliance with the nondiscrimination provisions of the contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to -

   (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or

   (b) cancellation, termination or suspension of the contract, in whole or in part.

5. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.
   Provided, however, that in the event the Engineer becomes involved, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

C. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT ILLINOIS REVISED STATUTES - CHAPTER 127

132.11-1. Contracts with State Officers or Employees - Prohibition - Exceptions - Penalty

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

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7-1/2% 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 more than $2,500.

Amended by P.A. 79-779, 1, eff. October 1, 1975.

Amended by P.A. 82-622, 16, eff. January 1, 1982.

CERTIFICATION OF CAPACITY TO CONTRACT

Section 11.1 of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.11-1), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section 11.1 or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

The undersigned, being the duly authorized representative of CRAWFORD, MURPHY & TILLY, INC., a corporation, hereby certify that they have read Section 11.1 of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7-1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

1st day of June, A.D., 2017

CRAWFORD, MURPHY & TILLY, INC.
Corporation

Corporate Seal

By: _____

Brian R. Welker, P.E

Sr. Vice President

CERTIFICATION OF ENGINEER

I hereby certify that I am the Sr. Vice President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 W. Washington Street, Springfield, Illinois, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

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

The firm certifies by execution of page 7 that:

(a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

(b) it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

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

Date: July 10, 2017

Crawford, Murphy & Tilly, Inc.

By: [signature]

Brian R. Welker, P.E.

Sr. Vice President

ATTACHMENT A.1

2017 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.

For services provided under Section I, Paragraphs A and B

Classification	Regular Rates Per Hour
Principal	$ 200
Senior Project Engineer/Manager	$ 195
Project Engineer/Manager/Architect	$ 165
Senior Engineer/Architect	$ 135
Senior Technical Manager	$ 125
Senior Planner/GIS Specialist	$ 115
Engineer/Architect	$ 115
Planner/Technical Manager	$ 80
Land Surveyor	$ 135
Senior Technician	$ 125
Technician II	$ 100
Technician I	$ 75
Administrative Assistant/Accountant	$ 50

These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2018.

Exhibit B – Compensation IDOT Administered Projects

For services provided under Section I, Paragraphs C of Exhibit A:

The Department of Transportation, Division of Aeronautics within the state of Illinois acts 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 is not permitted to 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.

To comply with the above requirements, in consultation with the City and Illinois Department of Transportation-Division of Aeronautics, an Agreement for Engineering Services covering the specifically defined parts of the development program which are to be funded under a programmed project will be developed utilizing IDA's standard form of agreement and presented for review and execution by the City. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project. Current Department procedure utilizes Cost Plus Fixed Payment per FAA guidelines with invoices per attachment B.1 for projects undertaken under the supervision of the Department. Project payment is subject to changes in IDOT or FAA requirements. A copy of the consultants current IDOT approved overhead and burden rate is included as Attachment B.2.

ATTACHMENT B.1

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):

[ ] Preliminary Assessment and Schematic Design Phase
[ ] Design Phase
[ ] Construction Phase
[ ] Planning and Special Services
[ ] Other ( )
[ ] Amendment(s)

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

Period	To Date	Billing
(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 B.2

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 9, 2016

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

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

Dear Louis Dixon,

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

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

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

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

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

AUDITED OVERHEAD - CALENDAR YEAR 2015 & PROVISIONAL 2016 - 2017

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS	
	PAYROLL BURDEN AND FRINGE BENNEFITS		
6151	FICA Tax	12.34%	
6102, 6103, 6170	Paid Time Off	19.74%	
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	11.90%	
6159, 6160	Employee Retirement Plan Contributions	14.20%	58.18%
	GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE		
6104-6119	Indirect Salaries - Not Allocable to Projects	57.23%	
6222, 6264	Miscellaneous Taxes	1.05%	
6231	Professional Fees	1.63%	
6251	Rent	10.54%	
6252	Utilities	1.24%	
6271	Telephone & Data	4.38%	
6253-6254	Maintenance, Repairs & Supplies	2.06%	
6261-6265	Office Supplies, Shipping & Reproduction	1.75%	
6281, 6284	Seminars, Registration & Education	2.75%	
6291,92,95,6321-23	Travel & Vehicle Expense	3.36%	
6331, 6332	Business Insurance	4.45%	
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.49%	
6366, 6367, 6368	Computer Expense & Supplies	5.99%	
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	.80%	
6401+COFC	Depreciation & Cost of Facilities Capital (.46%)	7.19%	105.91%
	TOTAL OVERHEAD		164.09%

REQUEST FOR QUALIFICATIONS

Professional Services for the DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIP)

General Information

Pursuant to Illinois Department of Transportation – Division of Aeronautics (IDOT – DA) manual on Consultant Engineers Selection Procedures and the Federal Aviation Administration (FAA) Advisory Circular – AC 150/5100-14D, the City of DeKalb seeks a qualified consulting firm to execute a five-year retainer agreement for engineering consulting services, at the DeKalb Taylor Municipal Airport (DTMA). The chosen firm will assist the City with project programming and engineering for its Transportation Improvement Plan (TIP).

Proposals are requested from consulting firms to furnish professional services pertinent to the scope of services outlined below for engineering and consulting services. Please return a hard copy proposal by mail to Tim Holdeman, Public Works Director, c/o City of DeKalb, 200 South Fourth Street, DeKalb, Illinois 60115 no later than March 17, 2017 at 5:00 p.m. and an electronic copy emailed to Public Works Director Tim Holdeman at tim.holdeman@cityofdekalb.com. The proposal should demonstrate the ability of your firm to meet the criteria contained herein. Interview are planned to be conducted the week of March ~~6~~ 20, 2017. The award of the agreement would be presented to the City Council for consideration on April 10, 2017.

Should you have any questions, please contact Airport Manager Tom Cleveland at (815) 748-8102 or Public Works Director Tim Holdeman at (815) 748-2332. All inquiries must be received a minimum of 72 hours prior to the submittal deadline.

Overview

Located 50 miles west of the City of Chicago, the DeKalb Taylor Municipal Airport is a full service municipal airport that services general aviation cargo and business clients. Day-to-day administration and management of the Airport is the responsibility of the Airport Manager. The Airport is an enterprise unit within the Department of Public Works and the Airport Manager reports to the Director of Public Works. Overall administration and financial oversight of the Airport falls under the jurisdiction of the City Manager and the eight-member elected City Council.

In October 2016, the Sixel Consulting Group completed an Airport Governance Study. The study provided comparable data and recommendations for improvements in governance, operations, and increasing regional awareness. Immediately, the City took action by passing a resolution to restructure the Airport Advisory Board. The revision ensures pilots do not represent a majority on the Board and representatives from other regional organizations with a direct interest in the Airport are appointed to the board. Furthermore, the City is conducting research to create a five-year strategic business plan.

The following documents are provided as attachments to this request for qualifications to provide background information concerning future and current plans.

- Transportation Improvement Plan for FY 2018 – 2022 (December 2016).
- DeKalb Taylor Municipal Airport Organizational and Governance Study (October 2016).

Scope of Services

The City has identified a general scope of services as described below. The basic services are usually conducted in, but are not limited to, the distinct and sequential phases summarized below:

1. Preliminary Phase

This phase involves the activities required to define the scope of a project and establishing the preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

a. Defining project scope requirements, schedules, and project phasing considerations.
b. A firm comprehension of the FAA's National Priority Rating (NPR) system required for effective, long-term programming.
c. Coordinating projects with local FAA personnel and other stakeholders.
d. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for design.
e. Developing design schematics, sketches, preliminary layouts, and cost estimates.
f. Preparing project design criteria and other bridging documents used for project delivery methods such as design-build contracting.

2. Design Phase

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

a. Conducting and attending meetings as the City's representation.
b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
c. Preparing necessary engineering reports and recommendations.
d. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.

3. Construction Phase

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

a. Providing consultation and advice to the City during all phases of construction.
b. Representing the City at preconstruction conferences.
c. Reviewing and approving shop drawings submitted by contractors for compliance with design concept/drawings.
d. Reviewing, analyzing, and accepting laboratory and mill test reports.
e. Assisting in the negotiation of change orders and supplemental agreements.
f. Reviewing performance tests required by specifications.

4. Project Closeout Phase

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

a. Making final inspections and submitting punch-lists of the completed project to the City.
b. Preparing summary of material testing report.
c. Preparing summary of project change orders.
d. Preparing final project reports including financial summary.

5. Special Services

The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services vary greatly in scope, complexity, and involve a number of different fields of expertise. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

a. Soil investigations, core sampling, laboratory tests, related analyses, and reports.
b. Land surveys and topographic maps.
c. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project.
d. Special environmental studies and analyses.
e. Expert witness testimony in litigation involving specific projects.
f. Project feasibility studies.

Qualifications

A qualified firm is expected to have successfully demonstrated the ability to perform the scope of services outlined above for a municipality in the past. The project team selected for the project should have the necessary qualifications to provide the services requested. The team members should include individuals with recent experience in asset management plan development.

The firm must have a minimum of ten (10) years of experience working with municipalities, in the area of asset management planning. The project team must have relevant, recent experience, and have completed numerous analyses of similar size and style within the past five (5) years.

Proposal Requirements

Proposals must include the following:

1. The consultant's name, address, contact information and the name of the primary contact in reference to the proposal.
2. Brief background information concerning the consultant (e.g. size, type of services provided, and examples of similar projects.
3. A description of the professional approach which the firm will use to conduct the study.

4. Consultant's qualifications.
5. Brief resumes of all staff members who would participate in the rate study, as well as manager, partner, or principal responsible for same.
6. Names, addresses, phone numbers of previous clients that the City may contact for reference regarding similar projects.
7. Proof of the following insurance carried by the consultant:
    a. General liability
    b. Worker's Compensation
8. ~~Itemize compensation proposal with fee schedule. Fee scheduled should be itemized to the greatest extent possible. The treatment of copying, telephone, travel, and similar incidental expenses should be clear.~~
9. All proposals must be signed by an individual with contractual authority for the consultant.
10. A representative example of past projects and programming for other airports similar in scope and size.
11. What can your firm provide to the City of DeKalb that would be beneficial to a long term relationship not otherwise outlined in this RFP? This should be a tangible addition to the deliverables. This is not intended to be a level of qualification or experience. It should be provided as an addition to the proposal.

Selection Criteria

The successful consulting firm will be selected mainly on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

1. Experience, qualifications, performance, availability of firm, and project lead;
2. Ability to communicate effectively with the City and the public;
3. Demonstrated experience with similar studies, within the last five (5) years;
4. Familiarity with the City of DeKalb; and
~~5. Pricing.~~

Insurance Requirements

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to Workers' Compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any liability, damage, cost or expense which the City may incur or be liable to pay as a result of any accidental injuries or damages suffered by the Consultant or its employees due to negligence (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions.

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said

policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days' notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / Two Million Dollars ($2,000,000) per occurrence. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after completion. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnitees.

4. Automobile Insurance Coverage.

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / Two Million Dollars ($2,000,000) per occurrence. This policy shall include coverage for all owned, hired and non-owned automobiles used in furtherance of this agreement.

5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage.

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being in applicable:

a. Professional Liability / Malpractice. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars ($1,000,000) aggreagate. Said policy need not identify the City as additional primary insured.

b. Errors & Omissions Insurance Coverage. Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) aggregate. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

Form of Bid Addendum

Bid Addendum:

Name of Project: Professional Services for the DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIP)

Website Link: http://cityofdekalb.com/bids.aspx

Date of Addendum: 03/09/2017

Below are modifications and commentary on the bid document for Professional Services for the DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIP). This Addendum is being issued as a result of an error in the original document. Any item that is not modified, clarified, or commented upon should be considered in force as it reads in the issued bid packet. This addendum should be signed and included in the bid packet as it is submitted. Failure to include this addendum may result in the disqualification of your submitted bid. Please make this addendum easy to find in the submitted bid.

Corrections:

- Item number 8 in the Proposal Requirements section is removed.
- Item number 5 in the selection criteria is removed.
- Interviews are planned for the week of March 20, 2017

Signature _____

Date _____

Exhibit C | Request for Qualifications

Illinois Department of Transportation
Division of Aeronautics

Transportation Improvement Program:
Airports FFY 2018-2022

DEKALB TAYLOR MUNICIPAL AIRPORT

DEKALB, ILLINOIS

Sponsor Project Priority	AIP Priority Number	Year Programmed	Project Title	Project Description	Project on ALP	Environmental Determination (CATEGORIES)	Cost Approach from 5010 inspection Results	Land Acquired	Apron Sizing Calcs	NOTE Evaluation Form	Wing Size Calc/ Equipment Inventory	Federal Discretionary Apportionment	Federal Entitlement	State	Local	Total	Notes / Comments
					Yes / No / NA	Pending/Approved	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA						
Funded		2017	Replace 6" of existing PASI units on Runway Ends 9, 26 & 31 with PAPI units	Replace the existing PASI units on Runway Ends 9, 26 & 31 with PAPI units	YES	CatEx Will Be Completed		YES	NA	NA	NA	$369,446	$148,200	$16,466	$38,866	$571,000	FY-2017 GA Entitlements will be used
1		2018	Acquisition for purchase of WNT Building - Phase 1	Reimbursement for the purchase of the Premier Building to serve as a SRE building for the airport. FAA has determined that 85% of the building costs to eligible for AIP participation. Funding in multi years.	YES	CatEx Will Be Completed		NO	NA	NA	YES	$0	$148,320	$0	$0	$148,320	FY-2018 GA Entitlements will be used
2		2019	Crack Repair and Re-Mark Runway 9-27	FAA PCI Survey rated pavement below 50. Includes crack repair of approx "6-mm or greater" pavement and re-mark pavement.	YES	CatEx Will Be Completed		YES	NA	NA	NA	$720,000	$0	$40,000	$40,000	$800,000	
3		2019	Develop & Install a portion of the drive-in parking lanes	The current PCI rating for this pavement is 72. This pavement is experiencing more and more fuel spilling and is failing at a rate. The City of DeKalb would like to remove and replace the pavement with "F" PCC to extend the life to have pavement of sufficient strength to handle the aircraft using it.	YES	CatEx Will Be Completed		YES	NA	NA	NA	$1,791,000	$148,200	$60,000	$60,000	$1,900,000	FY-2019 GA Entitlements will be used
4		2020	Overlay Runway 2-20	Mill the turning zone pavement below 50. Remove crack repair at approx. "3-6" of pavement and bring up to standards.	YES	CatEx Will Be Completed		YES	NA	NA	NA	$1,512,000	$0	$198,000	$198,000	$1,900,000	
5		2020	Reconstruct the Parking Area of SRE Building - Phase 2	Reconstruct the parking area of the SRE building for the airport. FAA has determined that 85% of the building costs to eligible for AIP participation. Funding in multi years.	YES	CatEx Will Be Completed		NO	NA	NA	YES	$270,000	$148,200	$0	$47,000	$475,000	FY-2020 GA Entitlements will be used
6		2021	Acquire 65 +- ac (for sample)(Waters's Property)	Acquire approximately 65 +- ac. (for sample)(Waters's Property)	YES	CATEX/ PENDING		NO	NA	NA	NA	$1,800,000	$0	$100,000	$100,000	$2,000,000	The City of DeKalb will seek Discretionary funding for this acquisition
7		2021	Replace Perimeter Fencing	Replace the existing 4 foot barbed wire fencing with a 6' tall Class 5, chain link fence. This project could change once the wildlife study has been completed and a determination is made on the need for fencing of certain areas.	YES	CATEX/ PENDING		YES	NA	NA	NA	$737,100	$0	$40,900	$40,900	$819,000	
8		2022	Update Main Terminal Facilities - Phase 2	Rehabilitation of the 1st floor in Terminal that have PCIs ranging from 36 to 56.	YES	CATEX/ PENDING		YES	NA	NA	NA	$270,000	$140,200	$30,000	$30,000	$470,000	FY-2021 GA Entitlements. The City of DeKalb would accept this project as a MYIP Rehab/Loc Project
9		2022	Remove approximately 332 acres	Acquire approximately 332 acres (for sample) (Fabor Property)	YES	CATEX/ PENDING		NO	NA	NA	NA	$810,000	$0	$45,000	$45,000	$900,000	
10		2023	Expand Grass Runway Protection Zones	Develop a grass runway protection zone that meets or exceeds the requirements for the airport and the prohibitory layers of the penetrating obstructions or acceptable Land Use Control Agreements.	NO	CatEx Will Be Completed		NO	NA	NA	NA	$72,000	$0	$4,000	$4,000	$80,000	
11		2023	Enlarge 1st Corporate Ramp & Install 2nd Ramp	Enlarge the 1st corporate ramp and install a second ramp. Both additions have not been in the runway definition study but they have been	YES	CatEx Will Be Completed		NO	NA	NA	NA	$1,620,000	$180,000	$90,000	$90,000	$1,800,000	FY-2023 GA Entitlements will be used
12		2023	Acquire 25 +- acres (for sample) (Fabor Property)	Acquire 25 +- acres (for sample) (Fabor Property)	YES	CatEx Will Be Completed		NO	NA	NA	NA	$1,304,000	$0	$175,000	$175,000	$1,654,000	
13		2024	Relocate a portion of Taxiway 30 (est)	Relocate a portion (1,000' +- est) of Taxiway 30 est to develop the East Hangar Area	YES	CatEx Will Be Completed		NO	NA	NA	NA	$900,000	$180,000	$180,000	$180,000	$1,260,000	FY-2024 GA Entitlements will be used
14		2024	Airport Entry Beautification Phase 2	Some of the entry beautification will be at Airport that will above to FY-2018 to enhance with the development.	NO	CatEx Will Be Completed		NO	NA	NA	NA	$810,000	$0	$130,000	$130,000	$1,000,000	
15		2025	Expand the large aircraft parking apron	Expand the large aircraft parking apron	YES	CatEx Will Be Completed		YES	YES AT TIME OF PROJECT	NA	NA	$1,341,000	$360,000	$170,000	$170,000	$1,900,000	FY-2025 GA Entitlements will be used

C.5
16 December 2016

DEKALB TAYLOR MUNICIPAL AIRPORT
CITY OF DEKALB, DEKALB COUNTY, ILLINOIS
AIRPORT LAYOUT PLAN

DTMA

HANSON

FUTURE AIRPORT LAYOUT PLAN

3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-527-9049
Holmes Murphy and Associates
- Peoria
311 S.W. Water Street
Suite 211
Peoria, IL 61602-4108

CONTACT NAME: Traci Stoecker / Linda Bomarito
PHONE (A/C, No, Ext): 309-683-1065 FAX (A/C, No): 888-898-6604
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EMPLOYERS MUT CAS CO	21415
INSURER B: COLONY INS CO	39993
INSURER C: XL SPECIALTY INS CO	37885
INSURER D: ROCKHILL INS CO 28053	
INSURER E:	
INSURER F:	

INSURED
Crawford, Murphy & Tilly, Inc.
CMT North America, Inc.
2750 West Washington
Springfield, IL 62702

COVERAGES

CERTIFICATE NUMBER: 50066497 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5D5748018	01/01/17	01/01/18	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Sev of Int						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Valuable Papers	$ 1,000,000
A	AUTOMOBILE LIABILITY			5E5748018	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			5J5748018	01/01/17	01/01/18	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5H5748018	01/01/17	01/01/18	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability			CSP304179	12/01/16	01/01/18	$5,000,000 Ea Claim10,000,000Aggr	
C	Professional Liability			DPR9909042	01/01/17	01/01/18	$5,000,000 Ea Claim7,000,000Aggr	
D	Excess Umbrella			XS01883900	01/01/17	01/01/18	$5,000,000 Ea Claim5,000,000Aggr	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DeKalb Taylor Municipal Airport's Transportation Improvement Plan (TIPS) Job # 17248-01
City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City are additional insured on the general and auto liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions.
Waiver of Subrogation applies on the general, auto, umbrella, workers compensation and professional liabiltiy per policy terms and conditions. A 30 day notice of cancellation applies to the general, auto, umbrella, workers compensation and professional liability per policy terms and conditions.

CERTIFICATE HOLDER

City of DeKalb
3232 Pleasant Street
DeKalb, IL 60115
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes in Covered Autos Liability Coverage

   The following is added to the **Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

   Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

   For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   a. Any covered "auto" you lease, hire, rent or borrow; and

   b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

   (a) The organization is a partnership or a joint venture; or

   (b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

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F. SUBSIDIARIES AS INSUREDS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage.**

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred; or
   b. $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

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S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE*

Name of Person(s) or Organization(s)
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	CRAWFORD MURPHY & TILLY, INC.
Endorsement Effective Date:	SEE ABOVE

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US – DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

X COMMERCIAL GENERAL LIABILITY COVERAGE PART
X BUSINESS AUTO COVERAGE PART
BUSINESSOWNERS COVERAGE PART
X COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
X WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE*

1.	**Name:**	
2.	**Address:**	ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED.
3.	**Number of days advance notice:**	30

*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.

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Ref Res 2022-055

STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES
Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

☐ Preliminary Assessment and Schematic Design ☐ Construction Phase Services

☒ Design Phase Services ☒ Planning and Special Services

THIS AGREEMENT, made at **DeKalb**, Illinois, this **13th** day of **May** in the year 20**24** by and between the **City of DeKalb** (hereinafter referred to as the "Sponsor"), and **Crawford, Murphy and 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 **DeKalb Taylor Municipal Airport (DKB)** in **DeKalb** County, state of Illinois; and the project shall be identified as the Illinois Project No. **DKB-5118**; AIP Project No. **3-17-SBGP-**; 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.H., Detailed Scope of Services):

Replace Perimeter Fencing Phase 1

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 – Included with Paragraph I.B

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

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

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

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

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

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

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted.

Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

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

2. CLARIFICATION OF PLANS

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

3. BIDDING ASSISTANCE

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

C. CONSTRUCTION PHASE SERVICES – Not included in this agreement

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

1. OFFICE ENGINEERING

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

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

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

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

2. FIELD ENGINEERING

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

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

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

i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.

ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual.*

iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.

iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or

stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.

vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.

vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

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

e. SAFEGUARD THE SPONSOR

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

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

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

E. ENDORSEMENT OF DOCUMENTS

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

F. DELIVERABLES

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

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

G. NOTICE-TO-PROCEED (NTP)

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

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The execution date of the consultant retainer agreement or the execution date of a consultant agreement for a single project after consultant selection if not included within the retainer agreement, 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 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

Under this agreement the Engineer will provide design phase and special services as provided for herein for the proposed project known as **Replace Perimeter Fencing Phase 1.**

The design phase and special services engineering effort contained within this agreement has been based on the following additional scope related parameters, understanding of proposed improvements and anticipated level of effort:

I. General
   a. The project schedule is based on the anticipation that the project will be placed on an IDOT letting no later than April 26, 2024. As such, all engineering effort is expected to be completed by the letting date and no additional effort will be required on the project after the anticipated award date.

II. Topographic Survey and Data Gathering
   a. Horizontal and vertical control will be established and extended as necessary to complete the area survey. The horizontal datum used will be the Illinois State Plane Coordinate System of the North American Datum of 1983 (NAD83). This control will be established utilizing GPS and conventional ground surveys as needed. Vertical elevations will reference the North American Vertical Datum of 1988 (NAVD88).
   b. The topographic survey will show the existing site conditions including adjacent utilities, structures and other facilities that may be impacted by the proposed improvements.
   c. Utility information will be recorded to the extent practical and visible or marked by the utility owners.

III. Project Improvements
   a. Coordination with US Fish and Wildlife and FAA on the proposed wildlife deterrent measures and the evaluation of their use at the proposed site.
   b. Evaluation of the existing gate systems including gate operators, key pads, detector loops and power services for re-use. This will require visits to the site.
   c. Removal of the existing 4' and 6' fence.
   d. Design of a 10' wildlife fence at the designated airport perimeter.
   e. Review of the FAA F-163/164 fence standards and design in accordance with standards for the proposed improvements.
   f. Design of the wildlife concrete barrier pads and fence skirts.
   g. Removal and replacement of the existing manual vehicle gates (swing and slide gates).
   h. Removal and replacement of the existing pedestrian gates.
   i. Removal and replacement of the existing electric slide gates including new gate operators and key pads.

j. Coordination with FAA on the electric slide gates required.
k. Clearing and grubbing of the proposed fence pathway.
l. Restoration and the associated landscaping

IV. Special Services
a. Section 163 Determination
b. NEPA Clearance and preparation of Environmental Review including evaluation for rusty patch bee
c. Airspace submittal

The anticipated effort and estimated manhours for each Task is defined within Attachments B, B-1, B-2, B-3, D, D-1, D-2 and D-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 – Compensation Included in Paragraph II.B

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 $ **Base Bid $7,270.00; Add Alt#1 $250.00**

   total amount not to exceed $ **Base Bid $57,400.00; Add Alt#1 $2,000.00** 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 – Not included in this Agreement

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

1. a cost plus a fixed payment of $ **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 (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

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

D. PLANNING AND SPECIAL SERVICES

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

1. a cost plus a fixed payment of $ **850.00**

   total amount not to exceed $ **6,700.00** unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. 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 breeches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

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

E. CONTRACT FOR OUTSIDE SERVICES

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

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

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

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

H. AGREEMENT EXPIRES

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

I. EQUAL EMPLOYMENT OPPORTUNITY

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

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

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

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 DeKalb hereby certifies that it
(Sponsor)
has completed the prescribed qualifications based consultant selection procedures.

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

June 27, 2022
(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.

May 13, 2024
Date

Douglas J. Klonowski, PE
Sign Name

Douglas J. Klonowski, PE
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 __X__ 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: N/A

Subcontract Amount ($): N/A

Prequalification Category	% of Work	DBE Certification

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/FEES 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 # 93788-00.

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 authorized representatives of Crawford, Murphy and 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.

13th day of May, AD, 2024

BY _____

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

Crawford, Murphy & Tilly, Inc.
Corporation

BY _____, PE

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

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

_____day of_____ , AD, 20_____

BY _____ BY _____

_____ _____

Printed Name & Title Printed Name & Title

d/b/a _____

(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Individual Consultants)

I, _____**N/A**_____,
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

____day of_____, AD, 20_____

BY _____

_____
Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Z. INTERNATIONAL BOYCOTT

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

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

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

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

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 tha1 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

DeKalb (city), Illinois, this **May 13** (date), 20**24**. (year)

ATTEST:

(SEAL)

OFFICIAL SEAL
JENNIFER E YOCHEM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/15/2027

City of DeKalb
(Sponsor Name)

36-6005843
(Federal Employee's Identification Number)

BY

Jennifer E Yochem Community Services Coordinator
~~Ruth A. Scott, Executive Assistant~~
Printed Name & Title

BY

Bill Nicklas, City Manager
Printed Name & Title

ATTEST:

(SEAL)

CRAWFORD, MURPHY & TILLY, INC. CORPORATE SEAL 1963 DELAWARE

CRAWFORD, MURPHY & TILLY, INC.
(Consultant Name)

37-0844662
(Federal Employee's Identification Number)

BY

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

BY

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

LIST OF ATTACHMENTS

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

ATTACHMENT A

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF COSTS

Category	Amount ($)	
1. Direct Salary Costs	_____	(ATTACHMENT A-1)
2. Labor and General and Administrative Overhead[1]	_____	
3. Direct Nonsalary Expenses		
Lodging[2,3]	_____	
Meals/Per Diem[2,3]	_____	
Transportation[2]	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time[4]	_____	
Other Costs (excluding outside services)	_____	
4. Fixed Payment[5]	_____	
5. Outside Services	_____	
Lump Sum **Total Amount Not to Exceed**	$ _____	

Estimated cost of total professional design phase services from TIP: $_____

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 ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

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

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

ATTACHMENT B

DESIGN PHASE SERVICES

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Base Bid

Attachment B

Preliminary Design and Design Phase

ESTIMATE OF COSTS

	CATEGORY			AMOUNT
1	Direct Salary Costs			$18,248.07
2	Labor and General and Administrative Overhead[1]	57.73%		$10,534.61
3	Direct Nonsalary Expenses	113.03%		$20,625.79
	Lodging[2,3]		$	-
	Meals/Per Diem[2,3]		$	-
	Transportation[2]		$	443.00
	Materials & Supplies		$	-
	Printing		$	201.60
	CADD time[4]		$	-
	Other Costs (Excluding outside Services)		$	105.40
4	Fixed Payment[5]			$7,270.00
5	Outside Services/Subconsultants			$0.00
	Geotechnical Investigation	$0.00		
	Cost Plus Fixed Payment			$57,428.47
	Total Amount Not to Exceed			
Or		**Use =**		$57,400.00

Estimated Construction Cost: $ **1,100,000.00** (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

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

2/ Current approved rates established by State of Illinois - Governors Travel Control Board.

3/ Shall not be used in calculation of fixed payment amount.

4/ Maximum CADD rate shall be $15.00/hour.

5/ Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B

DESIGN PHASE SERVICES

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1
Additive Alternate #1

Attachment B

Preliminary Design and Design Phase

ESTIMATE OF COSTS

	CATEGORY			ADDITIVE ALTERNATE #1 AMOUNT
1	Direct Salary Costs			$650.02
2	Labor and General and Administrative Overhead[1]	57.73%		$375.26
3	Direct Nonsalary Expenses	113.03%		$734.72
	Lodging[2,3]		$	-
	Meals/Per Diem[2,3]		$	-
	Transportation[2]		$	-
	Materials & Supplies		$	-
	Printing		$	-
	CADD time[4]		$	-
	Other Costs (Excluding outside Services)		$	-
4	Fixed Payment[5]			$250.00
5	Outside Services/Subconsultants			$0.00
	Geotechnical Investigation	$0.00		
	Cost Plus Fixed Payment			$2,010.00
	Total Amount Not to Exceed			
Or		**Use =**		$2,000.00

Estimated Construction Cost: $ **1,100,000.00** (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

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

2/ Current approved rates established by State of Illinois - Governors Travel Control Board.

3/ Shall not be used in calculation of fixed payment amount.

4/ Maximum CADD rate shall be $15.00/hour.

5/ Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1

DESIGN PHASE SERVICES (Base Bid)

ESTIMATE OF SALARY EXPENSES

CLASSIFICATION	TIME REQUIRED (HOURS)	HOURLY WAGE	SALARY EXPENSE
PRINCIPAL	0	$86.00	$0.00
PROJECT ENGINEER II	53	$80.97	$4,291.41
PROJECT ARCHITECT II	0	$69.94	$0.00
PROJECT MANAGER II	4	$74.64	$298.56
PROJECT ENVIRONMENTAL SCIENTIST II	0	$80.18	$0.00
PROJECT STRUCTURAL ENGINEER II	0	$86.00	$0.00
PROJECT ENGINEER I	2	$65.99	$131.98
PROJECT MANAGER I	0	$62.51	$0.00
PROJECT ENVIRONMENTAL SCIENTIST I	0	$68.36	$0.00
PROJECT STRUCTURAL ENGINEER I	0	$66.87	$0.00
SENIOR ENGINEER I	118	$47.98	$5,661.64
SENIOR ARCHITECT II	0	$58.08	$0.00
TECHNICAL MANAGER II	0	$54.09	$0.00
SENIOR PLANNER I	0	$46.53	$0.00
GIS SPECIALIST	0	$45.13	$0.00
ENVIRONMENTAL SCIENTIST III	0	$52.83	$0.00
SENIOR STRUCTURAL ENGINEER II	0	$58.37	$0.00
SENIOR STRUCTURAL ENGINEER I	0	$47.22	$0.00
ENGINEER I	67	$36.67	$2,456.89
SENIOR ARCHITECT I	0	$37.50	$0.00
ENVIRONMENTAL SCIENTIST II	0	$46.17	$0.00
STRUCTURAL ENGINEER I	0	$37.18	$0.00
PLANNER I	0	$36.51	$0.00
ENVIRONMENTAL SCIENTIST I	0	$33.19	$0.00
TECHNICAL MANAGER I	0	$33.54	$0.00
LAND SURVEYOR	30	$53.04	$1,591.20
SENIOR TECHNICIAN II	69	$55.31	$3,816.39
SENIOR TECHNICIAN I	0	$46.54	$0.00
TECHNICIAN II	0	$38.71	$0.00
TECHNICIAN I	0	$30.94	$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	$30.24	$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	$25.09	$0.00
		AVERAGE	
TOTAL	**343**	**$53.20**	**$18,248.07**

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

ATTACHMENT B-1

DESIGN PHASE SERVICES (Additive Alternate #1)

ESTIMATE OF SALARY EXPENSES

CLASSIFICATION	TIME REQUIRED (HOURS)	HOURLY WAGE	SALARY EXPENSE
PRINCIPAL	0	$86.00	$0.00
PROJECT ENGINEER II	0	$80.97	$0.00
PROJECT ARCHITECT II	0	$69.94	$0.00
PROJECT MANAGER II	0	$74.64	$0.00
PROJECT ENVIRONMENTAL SCIENTIST II	0	$80.18	$0.00
PROJECT STRUCTURAL ENGINEER II	0	$86.00	$0.00
PROJECT ENGINEER I	0	$65.99	$0.00
PROJECT MANAGER I	0	$62.51	$0.00
PROJECT ENVIRONMENTAL SCIENTIST I	0	$68.36	$0.00
PROJECT STRUCTURAL ENGINEER I	0	$66.87	$0.00
SENIOR ENGINEER I	1	$47.98	$47.98
SENIOR ARCHITECT II	0	$58.08	$0.00
TECHNICAL MANAGER II	0	$54.09	$0.00
SENIOR PLANNER I	0	$46.53	$0.00
GIS SPECIALIST	0	$45.13	$0.00
ENVIRONMENTAL SCIENTIST III	0	$52.83	$0.00
SENIOR STRUCTURAL ENGINEER II	0	$58.37	$0.00
SENIOR STRUCTURAL ENGINEER I	0	$47.22	$0.00
ENGINEER I	9	$36.67	$330.03
SENIOR ARCHITECT I	0	$37.50	$0.00
ENVIRONMENTAL SCIENTIST II	0	$46.17	$0.00
STRUCTURAL ENGINEER I	0	$37.18	$0.00
PLANNER I	0	$36.51	$0.00
ENVIRONMENTAL SCIENTIST I	0	$33.19	$0.00
TECHNICAL MANAGER I	0	$33.54	$0.00
LAND SURVEYOR	2	$53.04	$106.08
SENIOR TECHNICIAN II	3	$55.31	$165.93
SENIOR TECHNICIAN I	0	$46.54	$0.00
TECHNICIAN II	0	$38.71	$0.00
TECHNICIAN I	0	$30.94	$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	$30.24	$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	$25.09	$0.00
		AVERAGE	
TOTAL	**15**	**$43.33**	**$650.02**

ATTACHMENT B-2

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Attachment B-2

Preliminary Design and Design 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			$ -		
			Sub-Total		**$**	**-**
5	**TRAVEL**					
	Travel Reimbursement	600 miles@	$ 0.655	$ 393.00		
	Vehicle Days	0 days@	$ 65.00	$ -		
	Other Subsistence & Tolls			$ 50.00		
			Sub-Total		**$**	**443.00**
	Lodging (Not in Fixed Fee comp.)	0 days @	$ 100.00	$ -	**$**	**-**
6	**PRINTING**					
	Full Size Prints	64 sheets@	$ 2.40	$ 153.60		
	Photo-copies	240 sheets@	$ 0.20	$ 48.00		
			Sub-Total		**$**	**201.60**
7	**OTHER COSTS (EXCLUDING OUTSIDE SERVICES)**					
	Photos/Developing			$ -		
	Direct Project Shipping Expense			$ 105.40		
	Unassigned Misc Project Direct Expense	Misc.		$ -		
			Sub-Total		**$**	**105.40**
					$	**750.00**

ATTACHMENT B-3
(Sheet 1 of 6)

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1
Base Bid

Attachment B-3
Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
Design Phase (Per Section I.B. of Agreement)															
1000	Preliminary Assessment and Schematic Design	121	$53.16	$6,432.51	35.25%	0	11	0	0	24	16	30	40	0	0
1100	**Preliminary Work Items**	23	$53.14	$1,222.31	6.70%	0	6	0	0	10	7	0	0	0	0
1110	Scope Refinement and Project Definition	5	$58.91	$294.57	1.61%	0	2	0	0	2	1	0	0	0	0
1120	Site Visit/Review by Design Team	8	$42.33	$338.60	1.86%	0	0	0	0	4	4	0	0	0	0
1130	Pre-Design Meeting and Preparation	8	$64.48	$515.80	2.83%	0	4	0	0	4	0	0	0	0	0
1140	Review Record Drawings and Available Data	2	$36.67	$73.34	0.40%	0	0	0	0	0	2	0	0	0	0
1200	**Surveys/Field Investigations/Verify Existing Cond.**	64	$54.25	$3,471.74	19.03%	0	0	0	0	0	0	30	34	0	0
1210	Topo/Cross-Section Survey Field Work	60	$54.18	$3,250.50	17.81%	0	0	0	0	0	0	30	30	0	0
1220	Office Download of Field Data/Reduce Surveys & Prepare Models	4	$55.31	$221.24	1.21%	0	0	0	0	0	0	0	4	0	0
1300	**Prel. Plan Concept Develop (35% Design Report)**	29	$51.32	$1,488.19	8.16%	0	4	0	0	12	7	0	6	0	0
1310	General Scope Refinement Development/Overall Limits	3	$55.21	$165.62	0.91%	0	1	0	0	1	1	0	0	0	0
1311	Pavement History Research and Review	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1312	Sequence of Construction Concepts/Layouts	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1313	Existing Conditions Validation/Review	8	$46.99	$375.88	2.06%	0	0	0	0	4	2	0	2	0	0
1314	Preliminary Typical Sections/Rehab Details	5	$48.65	$243.25	1.33%	0	0	0	0	2	1	0	2	0	0
1315	Prelim. Geometric Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1316	Prelim. Pavement Design and Matl. Selection Detail/Justifications	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1317	Prelim. Profile, Grading Plans and Concept	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1318	Prelim. Drainage Concept, Impacts and Features and Prelim. Pipe Sizing and Route Plans	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1319	Prelim. Lighting/Electrical Design Concept/Scope.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1320	Miscellaneous Design Features: Fencing, Turfing and Marking Design & Layout	10	$53.78	$537.82	2.95%	0	2	0	0	4	2	0	2	0	0
1321	Utility Impacts, Delineations and Relocations Design Considerations.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1322	Review and Evaluations of FAA Mods to Standards and Special Considerations	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1323	Review/Discuss Local Code Conditions/Requirements and Impacts to the Project	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1324	Exhibits Preparation & Development in Support of Preliminary Design Report	3	$55.21	$165.62	0.91%	0	1	0	0	1	1	0	0	0	0
1325	Agency Coordination/Soils Investigation & Coord. & Discussion of Soils Impact on Design and Construction	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1400	**Preliminary Identification & List of Expected Specifications**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1500	**Prel. Opinion of Probable Cost, Quantity Evaluations, Computations and Funding Review; Preliminary Estimate of Time**	5	$50.05	$250.27	1.37%	0	1	0	0	2	2	0	0	0	0

ATTACHMENT B-3
(Sheet 2 of 6)

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1
Base Bid

Attachment B-3
Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
Design Phase (Per Section I.B. of Agreement)															
2000	Plan and Document Development - Detailed Design (35% to 80% Level)	148	$50.42	$7,462.08	40.89%	0	17	4	-	62	42	-	23	-	-
2100	**Review and Resolve Prelim Design Issues From Design Report Stage**	4	$53.40	$213.60	1.17%	0	1	0	0	2	1	0	0	0	0
2110	Review 35% Design Report with Owner/IDA/FAA - conference call if needed	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
2120	Resolve Outstanding Issues from 35% Report Review	2	$42.33	$84.65	0.46%	0	0	0	0	1	1	0	0	0	0
2200	**Plan Set/Drawing Development**	103	$48.67	$5,012.53	27.47%	0	8	0	0	40	32	0	23	0	0
2210	Cover/Summary of Quantities/General Items	9	$48.25	$434.23	2.38%	0	1	0	0	2	4	0	2	0	0
2211	Sequence of Construction/Phasing Plan	18	$48.30	$869.40	4.76%	0	1	0	0	8	5	0	4	0	0
2212	Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP	16	$49.75	$796.06	4.36%	0	1	0	0	8	3	0	4	0	0
2213	Utility Plan and Relocation Plan (As necessary)	6	$50.93	$305.58	1.67%	0	1	0	0	2	2	0	1	0	0
2214	Proposed Improvement Plan and Geometry Plan	25	$51.56	$1,288.94	7.06%	0	4	0	0	9	7	0	5	0	0
2215	Typical Sections/Cross Section Develop.	3	$46.65	$139.96	0.77%	0	0	0	0	1	1	0	1	0	0
2216	Pavement Design/Geometry/Paved Shldr. Mods	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2217	Plan and Profile Plan Sheets	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2218	Drainage and Edge Drain Design	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2219	Underdrain Plan and Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2220	Grading and Intersection Staking Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2221	PCC Jointing Plan and Details/Transition Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2222	Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2223	Earthwork Distribution and Cross Sections	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2224	Restoration and Landscaping Plan	7	$45.23	$316.59	1.73%	0	0	0	0	2	3	0	2	0	0
2225	Misc Design Elements (e.g. Marking, Fencing & Gate details, etc.)	19	$45.36	$861.77	4.72%	0	0	0	0	8	7	0	4	0	0
2300	**Development of Technical Specifications**	22	$59.77	$1,314.90	7.21%	0	6	4	0	8	4	0	0	0	0
2400	**Quantity Computations, Development of Opinion of Prob. Cost and Estimate of Contract Time**	19	$48.48	$921.05	5.05%	0	2	0	0	12	5	0	0	0	0
2410	Quantity Computations	10	$47.89	$478.86	2.62%	0	1	0	0	6	3	0	0	0	0
2420	Cost Estimate Preparation and Development	6	$51.59	$309.56	1.70%	0	1	0	0	4	1	0	0	0	0
2430	Estimate of Time Preparation and Development	2	$42.33	$84.65	0.46%	0	0	0	0	1	1	0	0	0	0
2440	Prepare DBE Goals and Estimate	1	$47.98	$47.98	0.26%	0	0	0	0	1	0	0	0	0	0

ATTACHMENT B-3
(Sheet 3 of 6)

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1
Base Bid

Attachment B-3
Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
Design Phase (Per Section I.B. of Agreement)															
3000	Plan and Document Development - Final Design (80% - 100%)	48	$55.02	$2,641.11	14.47%	0	12	0	0	21	9	0	6	0	0
3100	**Review and Resolve Prelim Design Issues From**	4	$64.48	$257.90	1.41%	0	2	0	0	2	0	0	0	0	0
3110	Review of 80% Design Documents with IDA/FAA	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
3120	Comment Resolution From Agency 80% Review	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
3200	**Development of Final Issued for Bid Set of Plans**	25	$52.30	$1,307.58	7.17%	0	4	0	0	9	6	0	6	0	0
3210	Cover/Summary of Quantities/General Items	5	$50.05	$250.27	1.37%	0	1	0	0	2	2	0	0	0	0
3211	Sequence of Construction/Phasing Plan	3	$61.42	$184.26	1.01%	0	1	0	0	1	0	0	1	0	0
3212	Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP	2	$51.65	$103.29	0.57%	0	0	0	0	1	0	0	1	0	0
3213	Utility Plan and Relocation Plan (As necessary)	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3214	Proposed Improvement Plan and Geometry Plan	5	$44.92	$224.61	1.23%	0	0	0	0	2	2	0	1	0	0
3215	Typical Sections/Cross Section Develop.	3	$46.65	$139.96	0.77%	0	0	0	0	1	1	0	1	0	0
3216	Pavement Design/Geometry/Paved Shldr. Mods	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3217	Plan and Profile Plan Sheets	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3218	Drainage and Edge Drain Design	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3219	Underdrain Plan and Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3220	Grading and Intersection Staking Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3221	PCC Jointing Plan and Details/Transition Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3222	Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3223	Earthwork Distribution and Cross Sections	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3224	Restoration and Landscaping Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3225	Misc Design Elements (e.g. Marking, Fencing & Gate details, etc.)	7	$57.88	$405.19	2.22%	0	2	0	0	2	1	0	2	0	0
3300	**Revisions to Technical Specifications based on Comment Resolution - Prepare IFB Specs**	8	$64.48	$515.80	2.83%	0	4	0	0	4	0	0	0	0	0
3400	**Revisions to Quantity Computations, Final Rev. of Opinion of Prob. Cost and Estimate of Contract**	11	$50.89	$559.83	3.07%	0	2	0	0	6	3	0	0	0	0
3410	Quantity Computations	3	$44.21	$132.63	0.73%	0	0	0	0	2	1	0	0	0	0
3420	Cost Estimate Preparation and Development	5	$50.05	$250.27	1.37%	0	1	0	0	2	2	0	0	0	0
3430	Estimate of Time Preparation and Development	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
3440	Prepare DBE Goals and Estimate	1	$47.98	$47.98	0.26%	0	0	0	0	1	0	0	0	0	0
4000	General Overall Project Related Tasks	26	$65.86	$1,712.37	9.38%	0	13	0	2	11	0	0	0	0	0
4100	**Quality Control and Constructability Reviews**	6	$64.48	$386.85	2.12%	0	3	0	0	3	0	0	0	0	0
4110	Prepare QC Plan	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
4120	Complete QAP Reviews and Follow-up	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
4130	Complete Constructability Reviews (at 80% and 100%)	2	$64.48	$128.95	0.71%	0	1	0	0	1	0	0	0	0	0
4200	**Project Management and Meetings**	16	$66.73	$1,067.62	5.85%	0	8	0	2	6	0	0	0	0	0
4210	Project Review and Coordination Meetings with the Owner, IDA and FAA (Est. (1) of Mtgs @ X 1 Hours/Ea.) *(Identify: Prelim. Design, Design Mtgs at 80% & 100%) - via conf. call if needed*	4	$64.48	$257.90	1.41%	0	2	0	0	2	0	0	0	0	0
4220	Project Coordination Meetings with Agencies including Permiting Authorities and Subconsultants ~~(Est. 2 of Mtgs @ 1 Hours/Ea.)~~	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4230	Internal Project Design Meetings and Coordination (Est. 2 of Mtgs @ 1 Hours/Ea.)	6	$64.98	$389.88	2.14%	0	2	0	2	2	0	0	0	0	0
4240	Project Management and Coord. of Design Team and Subconsultants	6	$69.97	$419.84	2.30%	0	4	0	0	2	0	0	0	0	0
4300	**Post Design Phase - Pre-Bid and Bidding**	2	$47.98	$95.96	0.53%	0	0	0	0	2	0	0	0	0	0
4310	Pre-bid meeting, Preparation & Attendance	1	$47.98	$47.98	0.26%	0	0	0	0	1	0	0	0	0	0
4320	Miscellaneous bidding Phase; addenda; respond to questions during bidding; analysis of bids; etc.	1	$47.98	$47.98	0.26%	0	0	0	0	1	0	0	0	0	0
4400	**Project Design Closeout and Archive**	2	$80.97	$161.94	0.89%	0	2	0	0	0	0	0	0	0	0
	Totals	343	$53.20	$18,248.07	100.00%	0	53	4	2	118	67	30	69	-	-

ATTACHMENT B-3
(Sheet 4 of 6)

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Additive Alternate #1

Attachment B-3

Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
Design Phase (Per Section I.B. of Agreement)															
1000	Preliminary Assessment and Schematic Design	4	$54.18	$216.70	33.34%	0	0	0	0	0	0	2	2	0	0
1100	**Preliminary Work Items**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1110	1110 Scope Refinement and Project Definition	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1120 Site Visit/Review by Design Team	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1130 Pre-Design Meeting and Preparation	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1140 Review Record Drawings and Available Data	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1200	**Surveys/Field Investigations/Verify Existing Cond.**	4	$54.18	$216.70	33.34%	0	0	0	0	0	0	2	2	0	0
	1210 Topo/Cross-Section Survey Field Work	4	$54.18	$216.70	33.34%	0	0	0	0	0	0	2	2	0	0
	1220 Office Download of Field Data/Reduce Surveys & Prepare Models	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1300	**Prel. Plan Concept Develop (35% Design Report)**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1310 General Scope Refinement Development/Overall Limits	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1311 Pavement History Research and Review	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1312 Sequence of Construction Concepts/Layouts	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1313 Existing Conditions Validation/Review	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1314 Preliminary Typical Sections/Rehab Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1315 Prelim. Geometric Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1316 Prelim. Pavement Design and Matl. Selection Detail/Justifications	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1317 Prelim. Profile, Grading Plans and Concept	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1318 Prelim. Drainage Concept, Impacts and Features and Prelim. Pipe Sizing and Route Plans	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1319 Prelim. Lighting/Electrical Design Concept/Scope.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1320 Miscellaneous Design Features: Fencing, Turfing and Marking Design & Layout	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1321 Utility Impacts, Delineations and Relocations Design Considerations.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1322 Review and Evaluations of FAA Mods to Standards and Special Considerations	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1323 Review/Discuss Local Code Conditions/Requirements and Impacts to the Project	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1324 Exhibits Preparation & Development in Support of Preliminary Design Report	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1325 Agency Coordination/Soils Investigation & Coord. & Discussion of Soils Impact on Design and Construction	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1400	**Preliminary Identification & List of Expected Specifications**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1500	**Prel. Opinion of Probable Cost, Quantity Evaluations, Computations and Funding Review; Preliminary Estimate of Time**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0

ATTACHMENT B-3
(Sheet 5 of 6)

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Additive Alternate #1

Attachment B-3

Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
Design Phase (Per Section I.B. of Agreement)															
2000	Plan and Document Development - Detailed Design (35% to 80% Level)	9	$40.00	$359.98	55.38%	0	-	-	-	1	7	-	1	-	-
2100	**Review and Resolve Prelim Design Issues From Design Report Stage**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2110	Review 35% Design Report with Owner/IDA/FAA - conference call if needed	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2120	Resolve Outstanding Issues from 35% Report Review	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2200	**Plan Set/Drawing Development**	7	$40.95	$286.64	44.10%	0	0	0	0	1	5	0	1	0	0
2210	Cover/Summary of Quantities/General Items	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2211	Sequence of Construction/Phasing Plan	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
2212	Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
2213	Utility Plan and Relocation Plan (As necessary)	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2214	Proposed Improvement Plan and Geometry Plan	3	$46.65	$139.96	21.53%	0	0	0	0	1	1	0	1	0	0
2215	Typical Sections/Cross Section Develop.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2216	Pavement Design/Geometry/Paved Shldr. Mods	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2217	Plan and Profile Plan Sheets	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2218	Drainage and Edge Drain Design	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2219	Underdrain Plan and Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2220	Grading and Intersection Staking Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2221	PCC Jointing Plan and Details/Transition Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2222	Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2223	Earthwork Distribution and Cross Sections	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2224	Restoration and Landscaping Plan	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
2225	Misc Design Elements (e.g. Marking, Fencing & Gate details, etc.)	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
2300	**Development of Technical Specifications**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2400	**Quantity Computations, Development of Opinion of Prob. Cost and Estimate of Contract Time**	2	$36.67	$73.34	11.28%	0	0	0	0	0	2	0	0	0	0
2410	Quantity Computations	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
2420	Cost Estimate Preparation and Development	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
2430	Estimate of Time Preparation and Development	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2440	Prepare DBE Goals and Estimate	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0

ATTACHMENT B-3
(Sheet 6 of 6)

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Additive Alternate #1

Attachment B-3

Cost Estimate of Consultant Services (By Task)

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
	Design Phase (Per Section I.B. of Agreement)														
3000	**Plan and Document Development - Final Design (80% - 100%)**	2	$36.67	$73.34	11.28%	0	0	0	0	0	2	0	0	0	0
3100	**Review and Resolve Prelim Design Issues From**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3110	Review of 80% Design Documents with IDA/FAA	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3120	Comment Resolution From Agency 80% Review	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3200	**Development of Final Issued for Bid Set of Plans**	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
3210	Cover/Summary of Quantities/General Items	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3211	Sequence of Construction/Phasing Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3212	Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3213	Utility Plan and Relocation Plan (As necessary)	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3214	Proposed Improvement Plan and Geometry Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3215	Typical Sections/Cross Section Develop.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3216	Pavement Design/Geometry/Paved Shldr. Mods	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3217	Plan and Profile Plan Sheets	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3218	Drainage and Edge Drain Design	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3219	Underdrain Plan and Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3220	Grading and Intersection Staking Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3221	PCC Jointing Plan and Details/Transition Details	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3222	Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3223	Earthwork Distribution and Cross Sections	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3224	Restoration and Landscaping Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3225	Misc Design Elements (e.g. Marking, Fencing & Gate details, etc.)	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
3300	**Revisions to Technical Specifications based on Comment Resolution - Prepare IFB Specs**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3400	**Revisions to Quantity Computations, Final Rev. of Opinion of Prob. Cost and Estimate of Contract**	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
3410	Quantity Computations	1	$36.67	$36.67	5.64%	0	0	0	0	0	1	0	0	0	0
3420	Cost Estimate Preparation and Development	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3430	Estimate of Time Preparation and Development	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
3440	Prepare DBE Goals and Estimate	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4000	**General Overall Project Related Tasks**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4100	**Quality Control and Constructability Reviews**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4110	Prepare QC Plan	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4120	Complete QAP Reviews and Follow-up	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4130	Complete Constructability Reviews (at 80% and 100%)	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4200	**Project Management and Meetings**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4210	Project Review and Coordination Meetings with the Owner, IDA and FAA (Est. (1) of Mtgs @ X 1 Hours/Ea.) *(Identify: Prelim. Design, Design Mtgs at 80% & 100%) - via conf. call if needed*	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4220	Project Coordination Meetings with Agencies including Permiting Authorities and Subconsultants ~~(Est. 2 of Mtgs @ 1 Hours/Ea.)~~	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4230	Internal Project Design Meetings and Coordination (Est. 2 of Mtgs @ 1 Hours/Ea.)	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4240	Project Management and Coord. of Design Team and Subconsultants	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4300	**Post Design Phase - Pre-Bid and Bidding**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4310	Pre-bid meeting, Preparation & Attendance	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4320	Miscellaneous bidding Phase; addenda; respond to questions during bidding; analysis of bids; etc.	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4400	**Project Design Closeout and Archive**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	Totals	15	$43.33	$650.02	100.00%	0	0	0	0	1	9	2	3	0	0

ATTACHMENT C

CONSTRUCTION PHASE SERVICES

ESTIMATE OF COSTS

Category	Amount ($)	
1. Direct Salary Costs	_____	(ATTACHMENT C-1)
2. Labor and General and Administrative Overhead[1]	_____	
3. Direct Nonsalary Expenses		
Lodging[2,3]	_____	
Meals/Per Diem[2,3]	_____	
Transportation[2]	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time[4]	_____	
Other Costs (excluding outside services)	_____	
4. Fixed Payment[5]	_____	
5. Outside Services	_____	

Cost Plus Fixed Payment
Total Amount Not to Exceed $ _____

OR

Lump Sum
Total Amount Not to Exceed $ _____

NOTES:

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

2/ Current approved rates established by State of Illinois - Governors Travel Control Board.

3/ Shall not be used in calculation of fixed payment amount.

4/ Maximum CADD rate shall be $15.00/hour.

5/ Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

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

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

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Attachment D
Planning and Special Services
ESTIMATE OF COSTS

	CATEGORY			AMOUNT
1	Direct Salary Costs			$2,163.50
2	Labor and General and Administrative Overhead[1]	57.73%		$1,248.99
3	Direct Nonsalary Expenses	113.03%		$2,445.40
	Lodging[2,3]		$	-
	Meals/Per Diem[2,3]		$	-
	Transportation[2]		$	-
	Materials & Supplies		$	-
	Printing		$	-
	CADD time[4]		$	-
	Other Costs (Excluding outside Services)		$	25.00
4	Fixed Payment[5]			$850.00
5	Outside Services/Subconsultants			$0.00
	Cost Plus Fixed Payment **Total Amount Not to Exceed**			$6,732.89
	Or		**Use =**	$6,700.00

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 D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

CLASSIFICATION	TIME REQUIRED (HOURS)	HOURLY WAGE	SALARY EXPENSE
PRINCIPAL	0	$86.00	$0.00
PROJECT ENGINEER II	11	$80.97	$890.67
PROJECT ARCHITECT II	0	$69.94	$0.00
PROJECT MANAGER II	0	$74.64	$0.00
PROJECT ENVIRONMENTAL SCIENTIST II	0	$80.18	$0.00
PROJECT STRUCTURAL ENGINEER II	0	$86.00	$0.00
PROJECT ENGINEER I	0	$65.99	$0.00
PROJECT MANAGER I	0	$62.51	$0.00
PROJECT ENVIRONMENTAL SCIENTIST I	0	$68.36	$0.00
PROJECT STRUCTURAL ENGINEER I	0	$66.87	$0.00
SENIOR ENGINEER I	3	$47.98	$143.94
SENIOR ARCHITECT II	0	$58.08	$0.00
TECHNICAL MANAGER II	0	$54.09	$0.00
SENIOR PLANNER I	6	$46.53	$279.18
GIS SPECIALIST	0	$45.13	$0.00
ENVIRONMENTAL SCIENTIST III	0	$52.83	$0.00
SENIOR STRUCTURAL ENGINEER II	0	$58.37	$0.00
SENIOR STRUCTURAL ENGINEER I	0	$47.22	$0.00
ENGINEER I	2	$36.67	$73.34
SENIOR ARCHITECT I	0	$37.50	$0.00
ENVIRONMENTAL SCIENTIST II	1	$46.17	$46.17
STRUCTURAL ENGINEER I	0	$37.18	$0.00
PLANNER I	20	$36.51	$730.20
ENVIRONMENTAL SCIENTIST I	0	$33.19	$0.00
TECHNICAL MANAGER I	0	$33.54	$0.00
LAND SURVEYOR	0	$53.04	$0.00
SENIOR TECHNICIAN II	0	$55.31	$0.00
SENIOR TECHNICIAN I	0	$46.54	$0.00
TECHNICIAN II	0	$38.71	$0.00
TECHNICIAN I	0	$30.94	$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	$30.24	$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	$25.09	$0.00
		AVERAGE	
TOTAL	**43**	**$50.31**	**$2,163.50**

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

ATTACHMENT D-2

PLANNING AND SPECIAL SERVICES

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Attachment D-2

Planning and Special Services 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			$ -			
			Sub-Total			**$**	**-**
5	**TRAVEL**						
	Travel Reimbursement	0 miles@	$ 0.560	$ -			
	Vehicle Days	0 days@	$ 65.00	$ -			
	Other Subsistence & Tolls			$ -			
			Sub-Total			**$**	**-**
6	**PRINTING**						
	Full Size Prints	sheets@	$ 2.40	$ -			
	Photo-copies	sheets@	$ 0.20	$ -			
			Sub-Total			**$**	**-**
7	**OTHER COSTS (EXCLUDING OUTSIDE SERVICES)**						
	Photos/Developing			$ -			
	Direct Project Shipping Expense			$ 25.00			
	Unassigned Misc Project Direct Expense			$ -			
			Sub-Total			**$**	**25.00**
						$	**25.00**

ATTACHMENT D-3

PLANNING AND SPECIAL SERVICES

DeKalb Taylor Municipal Airport

Replace Perimeter Fencing Phase 1

Attachment D-3 - Planning and Special Services Phase Engineering
Cost Estimate of Consultant Services (By Task)

	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Senior Engineer I	Senior Planner I	Engineer I	Environmental Scientist II	Planner I	Senior Technician II	Project Administrative Assistant
	Planning and Special Services Phase														
8049	**Section 163 Determination**	9	$50.05	$450.47	20.82%	0	2	0	2	1	0	0	4	0	0
8050	**NEPA Clearance**	24	$46.41	$1,113.84	51.48%	0	4	0	0	5	0	1	14	0	0
8051	Section 4f/6f, Endangered Species, Other Resources, Community Disruption, Environmental Justice, Surface Transportation, Noise, Air Quality, Water Quality, Hazardous Material, Light Emissions)	4	$41.43	$165.72	7.66%	0	0	0	0	1	0	1	2	0	0
8052	Exhibits for Environmental Clearance (Wetlands, Flood Maps,etc.)	6	$45.59	$273.54	12.64%	0	1	0	0	1	0	0	4	0	0
8053	Complete Environmental Documentation for Submittal	7	$50.64	$354.51	16.39%	0	2	0	0	1	0	0	4	0	0
8054	Project Description	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8055	ESR Request	4	$41.52	$166.08	7.68%	0	0	0	0	2	0	0	2	0	0
8056	Impact Category Checklist	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8057	Public Hearing (if requested)	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8058	Review and FAA/IDA Coordination	3	$51.33	$153.99	7.12%	0	1	0	0	0	0	0	2	0	0
8060	**Airspace Documents/Exhibits**	6	$45.89	$275.31	12.73%	0	1	0	1	0	2	0	2	0	0
8080	**ALP Update**	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8090	**Project Management**	4	$80.97	$323.88	14.97%	0	4	0	0	0	0	0	0	0	0
8091	Project Management	4	$80.97	$323.88	14.97%	0	4	0	0	0	0	0	0	0	0
8092	FAA Deliverable Review Coordination	0	$0.00	$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	Totals	43	$50.31	$2,163.50	100.00%	0	11	0	3	6	2	1	20	0	0

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 _____ 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):

[ ] Preliminary Assessment and Schematic Design Phase
[ ] Design Phase
[ ] Construction Phase
[ ] Planning and Special Services
[ ] Other ( )
[ ] Amendment(s)

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

Period		To Date	Billing
(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):

[ ] Preliminary Assessment and Schematic Design Phase
[ ] Design Phase
[ ] Construction Phase
[ ] Planning and Special Services
[ ] Other ( )
[ ] Amendment(s)

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

(1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement)..$_____

(2) Percent of Work Complete: _____%

(3) Fee Earned to Date: (LS $_____ x _____% Complete)....$_____

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

(5) PAYMENT DUE THIS INVOICE.....$_____

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

By: _____ _____
Printed Name and Title

Department Approval

By: _____ _____
Printed Name and Title

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

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

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

Invoice No. _____
Date: _____

ENGINEERING COSTS BREAKDOWN

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

Total _____

ENGINEERING FIRM

Name _____

Address _____

_____

_____

Prepared By _____

Date _____

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

ATTACHMENT J

TESTING SCHEDULE – *N/A*

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

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.

ATTACHMENT K

TESTING RATES & COST SUMMARY – *N/A*

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL $

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

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

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

ATTACHMENT M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

CRAWFORD, MURPHY & TILLY, INC.
SUMMARY OF INDIRECT OVERHEAD COST
AUDITED CALENDAR YEAR 2022
AND PROVISIONAL 2022/2023

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS	
	PAYROLL BURDEN AND FRINGE BENEFITS		
6151	FICA Tax	12.19%	
6102, 6103, 6170	Paid Time Off (Vacation, Holidays and Sick Leave)	17.60%	
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	18.02%	
6159, 6160	Employee Retirement Plan Contributions	9.92%	57.73%
	GENERAL & ADMINISTRATIVE OVERHEAD EXPENSE		
6104-6120	Indirect Salaries - Not Allocable to Projects	68.30%	
6222, 6264	Miscellaneous Taxes	1.02%	
6231	Professional Fees	2.98%	
6251	Rent	10.30%	
6252	Utilities	0.74%	
6271	Telephone & Data	1.75%	
6253-6254	Maintenance, Repairs & Supplies	1.62%	
6261-6265	Office Supplies, Shipping & Reproduction	0.81%	
6281, 6284	Seminars, Registration & Education	1.72%	
6291,92,95,6321-23	Travel & Vehicle Expense	2.93%	
6331, 6332	Business Insurance	3.13%	
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.35%	
6366, 6367, 6368	Computer Expense & Supplies	12.14%	
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	0.56%	
6401+COFC	Depreciation & Cost of Facilities Capital (0.33%)	3.68%	113.03%
	TOTAL OVERHEAD		170.76%

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: _____
Sponsor

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

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

ATTACHMENT O

DBE FINAL DOCUMENTATION

Illinois Department of Transportation

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.			
Totals			

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

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

Prime Consultant

_____
Print Name

_____
Title

_____
Signature

_____
Date

DBE Subconsultant

_____
Print Name

_____
Title

_____
Signature

_____
Date

ATTACHMENT P

PROJECT SKETCH

ATTACHMENT Q

PROJECT LETTING SCHEDULE

PRELIMINARY PROJECT SCHEDULE

The proposed anticipated project schedule is as follows. An updated project schedule will be established at the pre-design conference and included within the Engineering Report. The schedule is contingent upon reasonable response and reviews being provided the consultant prior to each subsequent delivery date.

Schedule Item	Anticipated Duration	Due Date
Pre-Design Meeting	-	October 6, 2023
Engineering Report (35%)	5 Weeks	November 24, 2023
Agency/Owner Review of Des. Rpt 35% Comments	2 Weeks	December 8, 2023
Develop Preliminary Plans & Specifications (80%)	8 Weeks	February 2, 2024
Agency/Owner Review of 80% Plans Comments	2 Weeks	February 16, 2024
Develop Final Plans & Specifications (100%)	2 Weeks	March 1, 2024
Service Bulletin	3 Weeks	March 22, 2024
IDOT Letting	-	April 26, 2024
Award Date	-	July 26, 2024

It is agreed that delays in the consultant receiving agency comments and approvals beyond the review period presented will result in a revised, mutually agreeable schedule for subsequent submittals.

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2024 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

22 Week Project Development Timeline (154 Calendar Days)				IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
START (0%)	35%	80%	100%			
Pre-design Meeting Target Date	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA			
18-Nov-2022	13-Jan-2023	24-Mar-2023	21-Apr-2023	16-Jun-2023	15-Sep-2023	13-Oct-2023
06-Jan-2023	03-Mar-2023	12-May-2023	09-Jun-2023	04-Aug-2023	03-Nov-2023	01-May-2024
24-Feb-2023	21-Apr-2023	30-Jun-2023	28-Jul-2023	22-Sep-2023	22-Dec-2023	01-May-2024
21-Apr-2023	16-Jun-2023	25-Aug-2023	22-Sep-2023	17-Nov-2023	16-Feb-2024	01-May-2024
16-Jun-2023	11-Aug-2023	20-Oct-2023	17-Nov-2023	19-Jan-2024	19-Apr-2024	17-May-2024
11-Aug-2023	06-Oct-2023	15-Dec-2023	12-Jan-2024	08-Mar-2024	07-Jun-2024	05-Jul-2024
29-Sep-2023	24-Nov-2023	02-Feb-2024	01-Mar-2024	26-Apr-2024	26-Jul-2024	23-Aug-2024
17-Nov-2023	12-Jan-2024	22-Mar-2024	19-Apr-2024	14-Jun-2024	13-Sep-2024	11-Oct-2024
05-Jan-2024	01-Mar-2024	10-May-2024	07-Jun-2024	02-Aug-2024	01-Nov-2024	01-May-2025
23-Feb-2024	19-Apr-2024	28-Jun-2024	26-Jul-2024	20-Sep-2024	20-Dec-2024	01-May-2025

**Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.*

ATTACHMENT R

OP&P PROGRAM LETTER

Illinois Department of Transportation

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

July 1, 2023

Ms. Renee Riani
DeKalb Taylor Municipal Airport
3232 Pleasant Street
DeKalb, IL 60115

Ms. Riani,

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.

The project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of $1 million in entitlement funds for primary airports and a maximum of $150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal participation. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is dependent upon receipt of Federal funds and legislative authorization of state appropriations. In addition, proposed development and land acquisition must be shown on an approved ALP, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. For projects seeking Federal Discretionary Funds these requirements must be completed, and evidence of completion provided to Aeronautics by October 1, 2023 before a project can be considered for funding.

The Department and the Airport Sponsor hereby specifically agree that they shall pay the above defined percentages of all project costs. Airport sponsors shall be responsible to pay for all planning and design services at time of project letting and seek reimbursement within the project at the time of award. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project. **In the event your project exceeds these budget totals, the Sponsor may elect to pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed to complete the project. If additional funds are deemed necessary post award, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be allocated.**

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the state and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities. The Department has programmed the following project to be included in IDOT's FY 2024 Proposed Airport Improvement Program for your airport:

The project "Replace Perimeter Fencing PH 1" will be funded as follows:

Community Project Funding	$1,125,000
State Match	$62,500
Local Match	$62,500
Total Project Cost	$1,250,000

***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.**

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.

Please initiate this project within 12 months of the date of this letter or this project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

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

October 12, 2023

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, 2022. Your firm's total annual transportation fee capacity will be $94,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 170.76% 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, 2023. 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

PRELIMINARY (35% ESTIMATE) ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

DeKalb Taylor Municipal Airport

DEKALB, ILLINOIS
ILL PROJ. #: DKB-5118
AIP PROJ. #: 3-17-SBGP-TBD

REPLACE PERIMETER FENCE - PHASE 1

November 22, 2023

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
REPLACE PERIMETER FENCE - PHASE 1					
AR105510	MOBILIZATION	LS	1	$98,395.00	$98,395.00
AR162510	CLASS E FENCE 10'	LF	6,200	$90.00	$558,000.00
AR162724	ELECTRICAL GATE 24'	EACH	5	$45,000.00	$225,000.00
AR162900	REMOVE CLASS E FENCE	LF	6,200	$10.00	$62,000.00
AR162910	REMOVE CLASS E GATE	EACH	11	$1,500.00	$16,500.00
AR163000	TEMPORARY CONSTRUCTION FENCE	LF	1,000	$12.00	$12,000.00
AR800843	CLASS E GATE-24', MANUAL SLIDE	EACH	3	$20,000.00	$60,000.00
AR800844	CLASS E GATE-24', DOUBLE SWING	EACH	1	$7,500.00	$7,500.00
AR162531	WALKWAY GATE, CLASS E	EACH	14	$1,800.00	$25,200.00
AR800173	WILDLIFE DETERRENT BARRIER-PAD	SF	100	$35.00	$3,500.00
AR901510	SEEDING	AC	1.5	$5,000.00	$7,500.00
AR908510	MULCHING	AC	1.5	$4,500.00	$6,750.00
				TOTAL ESTIMATED CONSTRUCTION COSTS =	$1,082,345.00
				TOTAL ESTIMATED CONSTRUCTION COSTS =	$1,082,345.00
				ADMINISTRATION/ENGINEERING/MISCELLANEOUS =	$165,000.00
				TOTAL PROJECT COST =	$1,250,000.00

ATTACHMENT U

RETAINER AGREEMENT

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at DeKalb Illinois, this 27th day of June in the year 2022, by and between the City of DeKalb (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 DeKalb Taylor Municipal Airport located in Latitude 41°56'02"N, Longitude 88°42'20" W, in DeKalb County, State of Illinois; and

WHEREAS, the development program shall include projects described as:

1. Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
2. Rehabilitate Runway 09/27
3. Rehabilitate Taxiway B
4. Rehabilitate T-Hangar Pavements Phase 3
5. Professional Services associated with Acquiring a Fuel Truck
6. Professional Services associated with Acquiring Snow Removal Equipment
7. Rehabilitate Runway Circuit Lighting and Signage
8. Reimbursement for Purchase of SRE Building
9. Replace Perimeter Fencing
10. ~~Rehabilitate Taxiway A~~
11. Expand the Large Aircraft Parking Apron
12. Professional Services associated with Acquiring Acreage for Expansion
13. Airport Utility Relocation Phase 1
14. Enlarge 1st Detention Basin & Construct 2nd Detention Basin Phase II
15. Relocate a Portion of Pleasant Street
16. Professional Services associated with Airport Utility Relocation Phase II
17. Preparation of Updates to the Airport Layout Plan and Exhibit "A" Property Line Map and Preparation of the Environmental Assessment Documents
18. Professional Services associated with Land or Easement Acquisition
19. Design and Construction of Utility Relocations/Extensions

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

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

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

I. ENGINEERING SERVICES

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

(A.) The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects