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:

[Signature]
SUSANNA HERRMANN, City Clerk

[Signature]
JERRY SMITH, Mayor
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 to 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](http://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 Indemnities 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 Delafield
City Mayor
City Clerk

Contractor
Title: President
Attest

1982
SEAL
Delaware
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°56.0'01.8" 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.
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.
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 party 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 successors 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 reference 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

Corporate Seal

CRAWFORD, MURPHY & TILLY, INC.
Corporation

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 have:

(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

By: Brian R. Welker, P.E.
Sr. Vice President
# 2017 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.

For services provided under Section I, Paragraphs A and B

<table>
<thead>
<tr>
<th>Classification</th>
<th>Regular Rates Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$200</td>
</tr>
<tr>
<td>Senior Project Engineer/Manager</td>
<td>$195</td>
</tr>
<tr>
<td>Project Engineer/Manager/Architect</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Engineer/Architect</td>
<td>$135</td>
</tr>
<tr>
<td>Senior Technical Manager</td>
<td>$125</td>
</tr>
<tr>
<td>Senior Planner/GIS Specialist</td>
<td>$115</td>
</tr>
<tr>
<td>Engineer/Architect</td>
<td>$115</td>
</tr>
<tr>
<td>Planner/Technical Manager</td>
<td>$80</td>
</tr>
<tr>
<td>Land Surveyor</td>
<td>$135</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$125</td>
</tr>
<tr>
<td>Technician II</td>
<td>$100</td>
</tr>
<tr>
<td>Technician I</td>
<td>$75</td>
</tr>
<tr>
<td>Administrative Assistant/Accountant</td>
<td>$50</td>
</tr>
</tbody>
</table>

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 consultant's 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

Attn: Section Chief

From (Firm):__________________________________________
Address:_____________________________________________
Telephone No.:_______________________________________
Invoice #:_______Date:__________
[ ] Partial [ ] Final

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
[ ] Planning and Special Services
[ ] Design Phase
[ ] Other ( )
[ ] Construction Phase
[ ] Amendment(s)

Service Dates: For Services Rendered From (date):__________ To (date):______________

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

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.

A.2
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

<table>
<thead>
<tr>
<th>CMT ACCOUNT NUMBER</th>
<th>ACCOUNT NAME</th>
<th>% OF DIRECT LABOR COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>PAYROLL BURDEN AND FRINGE BENEFITS</strong></td>
<td></td>
</tr>
<tr>
<td>6151</td>
<td>FICA Tax</td>
<td>12.34%</td>
</tr>
<tr>
<td>6102, 6103, 6170</td>
<td>Paid Time Off</td>
<td>19.74%</td>
</tr>
<tr>
<td>6154, 6156, 6158</td>
<td>Group Medical, Life, Workers Comp, Disability and Unemployment Insurance</td>
<td>11.90%</td>
</tr>
<tr>
<td>6159, 6160</td>
<td>Employee Retirement Plan Contributions</td>
<td><strong>14.20%</strong> 58.18%</td>
</tr>
<tr>
<td></td>
<td><strong>GENERAL &amp; ADMINISTRATIVE OVERHEAD EXPENSE</strong></td>
<td></td>
</tr>
<tr>
<td>6104-6119</td>
<td>Indirect Salaries - Not Allocable to Projects</td>
<td>57.23%</td>
</tr>
<tr>
<td>6222, 6264</td>
<td>Miscellaneous Taxes</td>
<td>1.05%</td>
</tr>
<tr>
<td>6231</td>
<td>Professional Fees</td>
<td>1.63%</td>
</tr>
<tr>
<td>6251</td>
<td>Rent</td>
<td>10.54%</td>
</tr>
<tr>
<td>6252</td>
<td>Utilities</td>
<td>1.24%</td>
</tr>
<tr>
<td>6271</td>
<td>Telephone &amp; Data</td>
<td>4.38%</td>
</tr>
<tr>
<td>6253-6254</td>
<td>Maintenance, Repairs &amp; Supplies</td>
<td>2.08%</td>
</tr>
<tr>
<td>6261-6265</td>
<td>Office Supplies, Shipping &amp; Reproduction</td>
<td>1.75%</td>
</tr>
<tr>
<td>6281, 6284</td>
<td>Seminars, Registration &amp; Education</td>
<td>2.75%</td>
</tr>
<tr>
<td>6291, 6295, 6321-23</td>
<td>Travel &amp; Vehicle Expense</td>
<td>3.36%</td>
</tr>
<tr>
<td>6331, 6332</td>
<td>Business Insurance</td>
<td>4.45%</td>
</tr>
<tr>
<td>6351, 6352, 62, 69</td>
<td>Equipment Expense, Repairs &amp; Maintenance</td>
<td>1.49%</td>
</tr>
<tr>
<td>6366, 6367, 6368</td>
<td>Computer Expenses &amp; Supplies</td>
<td>5.99%</td>
</tr>
<tr>
<td>6371, 6372, 6381, 6382</td>
<td>Maps, Reference Books, Engineering &amp; Survey Supplies</td>
<td>.80%</td>
</tr>
<tr>
<td>6401+COFC</td>
<td>Depreciation &amp; Cost of Facilities Capital (.46%)</td>
<td><strong>7.19% 105.91%</strong></td>
</tr>
</tbody>
</table>

**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.
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.


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 Indemnities.


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.


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) aggregate. 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
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*Note: All projects are subject to change based on funding availability.*

---

**Total Budget**: 425M

**Funding Sources**: State Match, Federal, Local
CERTIFICATE OF LIABILITY INSURANCE

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
Holmes Murphy and Associates
- Peoria
311 S.W. Water Street
Suite 211
Peoria, IL 61602-4108

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

CERTIFICATE NUMBER: 50066497

COVERAGES

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.

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

The certificate holder is DeKalb Taylor Municipal Airport’s Transportation Improvement Plan (ZIP) Job # 37248-01 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, works compensation and professional liability per policy terms and conditions. A 30 day notice of cancellation applies to the general, auto, umbrella, works compensation and professional liability per policy terms and conditions.

CERTIFICATE HOLDER
City of DeKalb
3232 Pleasant Street
DeKalb, IL 60115

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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COMMERCIAL GENERAL LIABILITY

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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Exhibit D. Certificate of Insurance
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.
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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Exhibit D. Certificate of Insurance  D.4
COMMERCIAL AUTO

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 INSURED

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.
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 expenses 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 expiration, 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.
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.
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 one of 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 loan or lease.

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.
COMMERCIAL AUTO

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*

<table>
<thead>
<tr>
<th>Name of Person(s) or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>CRAWFORD MURPHY &amp; TILLY, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>SEE ABOVE</td>
</tr>
</tbody>
</table>

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.
COMMERCIAL LIABILITY UMBRELLA

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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Exhibit D. Certificate of Insurance D.11
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.)

<table>
<thead>
<tr>
<th>Endorsement</th>
<th>Effective Policy No.</th>
<th>Endorsement No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Premium</td>
</tr>
</tbody>
</table>

Countersigned by__________________________

WC 00 03 13
(Ed. 4-84)


Exhibit D. Certificate of Insurance
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:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- BUSINESS AUTO COVERAGE PART
- BUSINESSOWNERS COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- 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:       | ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED. |
| 2. Address:    |                                                                                                         |
| 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.