

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

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

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

THIS AGREEMENT, made at Rochelle, Illinois, this 22 day of March in the year 2021 by and between the City of Rochelle, IL (hereinafter referred to as the "Sponsor"), and Quigg Engineering Inc. (hereinafter referred to as the "Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the Rochelle Municipal Airport – Koritz Field in Ogle County, state of Illinois; and the project shall be identified as the Illinois Project No. RPJ-4765; AIP Project No. 3-17-SBGP-156/162; The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I.G., Detailed Scope of Services): Reconstruct Remaining Area of Main Aircraft Parking Apron Designated as R/1

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

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

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

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

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

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

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

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

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

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

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

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

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

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

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

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by

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

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

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

2. CLARIFICATION OF PLANS

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

3. BIDDING ASSISTANCE

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

C. CONSTRUCTION PHASE SERVICES

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

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

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

b. SUPPLEMENTARY SKETCHES

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

c. RECORD DRAWINGS

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

d. MATERIALS CERTIFICATION

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

submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

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

b. DAILY DIARY

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

c. DUTIES OF RESIDENT ENGINEER

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

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual

inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.

- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

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

e. SAFEGUARD THE SPONSOR

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

f. OTHER ENGINEERING SERVICES

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

g. FINAL QUANTITIES

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

D. PLANNING AND SPECIAL SERVICES

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

E. ENDORSEMENT OF DOCUMENTS

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

F. DELIVERABLES

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

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

G. NOTICE-TO-PROCEED (NTP)

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

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

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is

required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

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

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

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

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

General: Reconstruct the remaining portion of the main aircraft parking apron and connecting taxiway

Preliminary Design: _____

Final Design: _____

Construction Inspection: Lead preconstruction meeting. Perform the required construction inspection. Complete te appropriate IDOA forms and submit.

II. CONSULTANT COMPENSATION

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

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

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

1. Payment was included in the amount for the Design Phase Services.

B. DESIGN PHASE SERVICES

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

Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.

2. a lump sum payment of \$ NA unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

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

A. TERMINATION

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

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

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

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the

changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

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

C. HOLD HARMLESS

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

D. DRAWING OWNERSHIP

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

E. CONTRACT FOR OUTSIDE SERVICES

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

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

G. SUBLET AGREEMENT

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

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

H. AGREEMENT EXPIRES

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

I. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

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

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT

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

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of

funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

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

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

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

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

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

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

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

L. THE CONSULTANT SELECTION

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

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

The firm of (Quigg Engineering Inc.) of (Springfield, IL) has
(Consultant) (Location)

been selected to provide the engineering services required for the project on:

March 12, 2018

(Date)

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

M. AMENDMENTS TO THE AGREEMENT

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

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

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

NA

Sign Name

Print Name

Title

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

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the CEO / President (title) and duly

authorized representative of the firm Quigg Engineering Inc.

whose address is 111 S. Wacker Drive, Chicago, IL, and that neither I nor the above firm I here represent has:

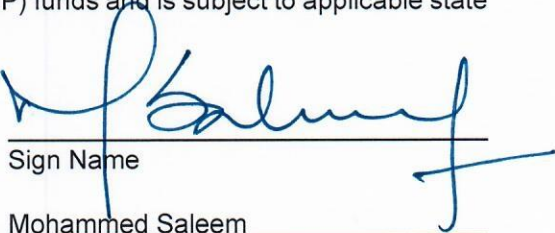
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

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

4/14/21
Date


Sign Name
Mohammed Saleem
Print Name
CEO / President
Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 20-4818431
(I am) (This firm is) doing business as a (please check one):

Individual Partnership Corporation

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant

shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

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

Firm Name: _____

Subcontract Amount (\$): _____

Prequalification Category	% of Work	DBE Certification

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

Q. DISCRIMINATION

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

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

R. DUES/FEEES TO CLUBS WHICH DISCRIMINATE

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

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

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

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

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

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

U. ILLINOIS HUMAN RIGHTS NUMBER

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

(#IDHR PC-1/IL 442-0010). IDHR # 125968-00.

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

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

W. DRUG FREE WORKPLACE

(30 ILCS 580).

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

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

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

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Corporation)

The undersigned, being a duly authorized officer and the duly elected Secretary of

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

14th day of April, AD, 2021

Quigg Engineering Inc
Corporation

BY _____

BY



Mohammed Saleem CEO / President
Printed Name & Title

Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

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

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

Z. INTERNATIONAL BOYCOTT

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

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

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

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

CC. GOODS FROM CHILD LABOR ACT

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

DD. QUALIFICATION BASED SELECTION ACT

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

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

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

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

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

FF. RIGHTS TO INVENTIONS

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

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

GG. TRADE RESTRICTION CLAUSE

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

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

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

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

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower

tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

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

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

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

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

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Rochelle, Illinois, this _____, 20____.
(city) (date) (year)

ATTEST:

(SEAL)

(Sponsor Name)

(Federal Employee's Identification Number)

BY _____

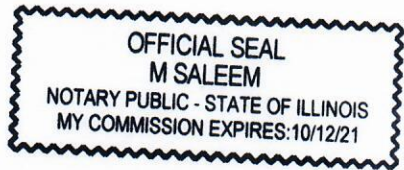
Printed Name & Title

BY _____

Printed Name & Title

ATTEST:

(SEAL)



Quigg Engineering Inc.
(Consultant Name)

20-4818431
(Federal Employee's Identification Number)

BY M. Saleem
Meraj Samina Saleem / Exec. Vice President
Printed Name & Title

BY M. Saleem
Mohammed Saleem CEO / President
Printed Name & Title

LIST OF ATTACHMENTS

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

ATTACHMENT A

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF COSTS

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

Estimated cost of total professional design phase services from TIP: \$ _____

NOTES:

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

ATTACHMENT A-1

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

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

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

ATTACHMENT B

DESIGN PHASE SERVICES

ESTIMATE OF COSTS

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

Estimated Construction Cost: _____ (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

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

ATTACHMENT C

CONSTRUCTION PHASE SERVICES

ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>\$27,627.04</u>	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>\$40,075.78</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>N/A</u>	
Meals/Per Diem ^{2,3}	<u>N/A</u>	
Transportation ²	<u>\$5454.40</u>	
Materials & Supplies	<u>N/A</u>	
Printing	<u>N/A</u>	
CADD time ⁴	<u>N/A</u>	
Other Costs (excluding outside services) Prem Time	<u>\$2981.46</u>	
4. <u>Fixed Payment</u> ⁵	<u>\$11,040.11</u>	
5. <u>Outside Services</u>	<u>\$22,380.00</u>	
Cost Plus Fixed Payment Total Amount Not to Exceed	<u>\$109,558.79</u>	

Construction Contract allows for 50 calendar days to complete the project.
50 calendar days is approximately 7 weeks.

Estimated Days of On-Site Resident Engineer Services: 40 days

NOTES:

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

ATTACHMENT C-2

CONSTRUCTION PHASE SERVICES (BY TASK)

Element of Work	Hours	Average Hourly Rate	Total Direct Labor
Project Management	4	\$76.79	\$307.16
Project Administration	16	\$15.90	\$254.40
Preconstruction Meeting	16	\$45.93	\$734.80
Office / Project Set up	40	\$37.74	\$1,509.60
Permit Coordination	24	\$37.74	\$905.76
Shop Drawing Reviews/Approvals	36	\$46.83	\$1,686.04
Project Engineer Reviews/Site Visits	32	\$54.11	\$1,731.52
Resident Engineer	400	\$37.74	\$15,096.00
Final Construction Documentation	80	\$37.74	\$3,019.20
Close Out	40	\$37.74	\$1,575.08
Final Drawings	24	\$39.75	\$807.48

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

ESTIMATE OF COSTS

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

NOTES:

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

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

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

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

ATTACHMENT E

ENGINEERING REPORT (General Guidance)

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

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

ATTACHMENT F



**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____

Contractor: _____ IL Project No.: _____ AIP Project _____

Temperature _____ °F Wind: _____ Weather Conditions: _____

Status: Active Suspended Jobsite Conditions: Workable Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

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

Other:

Calendar Days: _____ Awarded
_____ Charged
_____ Remaining

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

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

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

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

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

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

Maximum Payable (per Engineering Agreement) \$ _____

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

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

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

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

By: _____
Printed Name and Title

Department Approval
By: _____
Printed Name and Title

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

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

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

Service Dates:

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

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

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

By: _____
Printed Name and Title

Department Approval

By: _____
Printed Name and Title

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

ATTACHMENT J

**TESTING SCHEDULE
(See Next Sheet)**

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

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	1
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	1
ASTM D 2726, Bulk Specific Gravity	1
ASTM D 2041, Maximum Theoretical Specific Gravity	1
ASTM D 2950, Nuclear Density	1
ASTM C 117 Washed Aggregate Sample	3
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	1
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	48
ASTM C 141, Slump	6
ASTM C 231, Air Content	6
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

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

ATTACHMENT K

TESTING RATES & COST SUMMARY

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL \$
Compaction Testing for Soil & Aggregate			
HMA Test Strip			
HMA Inspection & Nuclear Density			
HMA Core Density	\$75.00	5	\$375.00
Calibrated Nuclear Density Guage			
Standard proctor	\$250.00	1	\$250.00
HMA Extraction w/ Washed Gradation & HMA Gyratory	\$420.00	1	\$420.00
Voids Analysis	\$450.00	1	\$450.00
Washed Gradation	\$160.00	3	\$480.00
Cylinder Compressive Strength	\$27.00	48	\$1296.00
Atterberg Limits	\$160.00	1	\$160.00

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

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

NOTE:

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

ATTACHMENT M (Required)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

	<u>% of Direct Productive Payroll</u>
Taxes except Federal Income	<u>13.92</u>
Business Insurance, except key-man insurance, insurance including accident, liability and valuable papers	<u>17.59</u>
Depreciation and amortization	<u>2.11</u>
Administrative, unassignable staff time, recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	<u>73.25</u>
Reproduction and printing costs	<u>0.00</u>
Office Supplies	<u>2.82</u>
Computer Costs	<u>3.82</u>
Professional services including specialists, legal, auditing, etc.	<u>5.15</u>
Employees travel expenses not assigned to clients and excluding costs outside Illinois	<u>1.46</u>
Telephone, Telegraph and Postage	<u>.73</u>
Recruiting and relocating expense	<u>.06</u>
Training and educational non-salary expenses	<u>.71</u>
Fees, licenses, dues, publications (technical and professional)	<u>1.02</u>
Utilities and maintenance	<u>5.57</u>
Business space rent	<u>11.52</u>
Rental of Equipment	<u>2.52</u>
Miscellaneous Expense	<u>2.81</u>
<hr/>	
TOTAL OVERHEAD	<u>145.06%</u>

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

ATTACHMENT N

PROJECT CERTIFICATION

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

Project Description: _____

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

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

Date _____ By: _____
Design Engineer (Consultant)

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

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

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

ATTACHMENT O

DBE FINAL DOCUMENTATION



Prime Consultant

Name _____
 Address _____
 Telephone _____

Subject

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

DBE Subconsultant

Name _____
 Address _____
 Telephone _____

Contract Amounts

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

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

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

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

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

Prime Consultant

DBE Subconsultant

 Print Name

 Title

 Signature

 Date

 Print Name

 Title

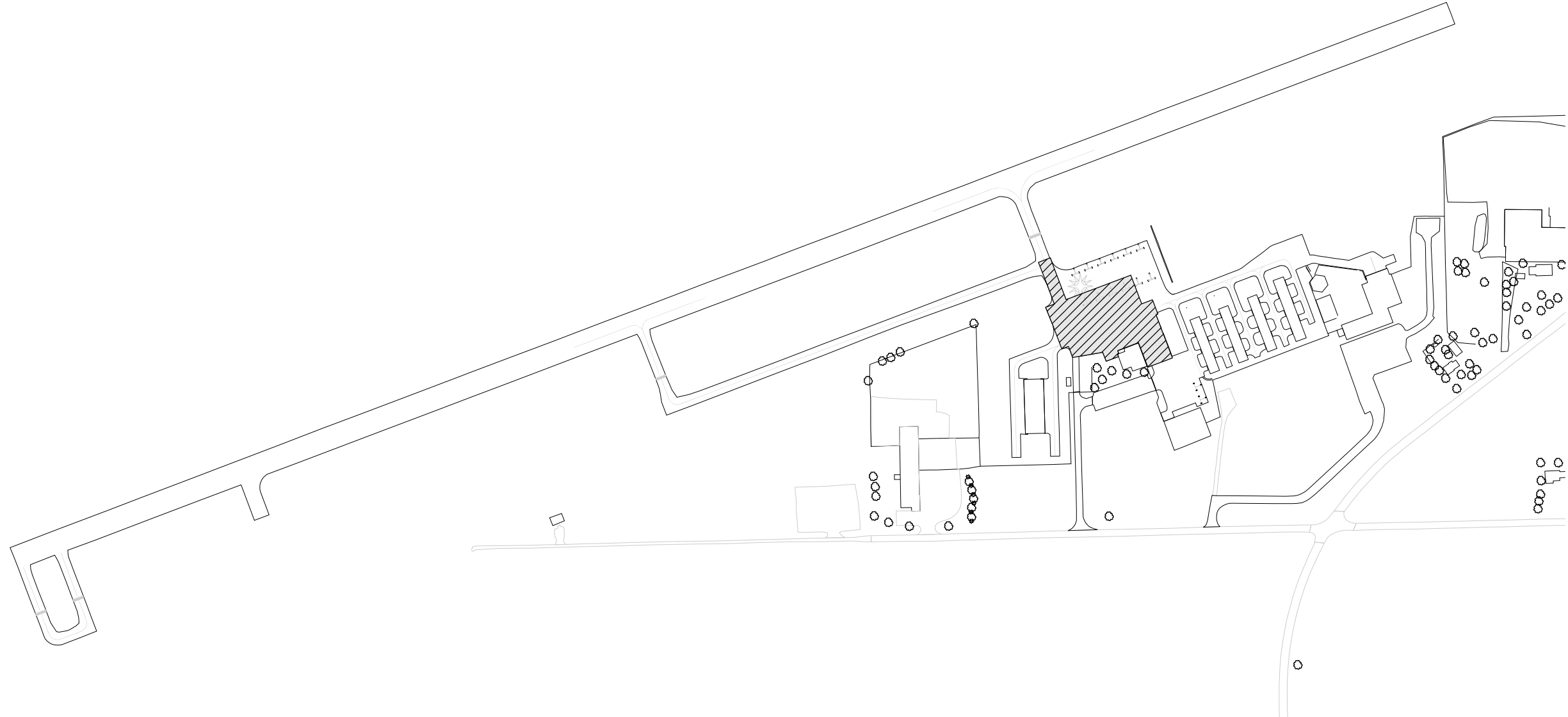
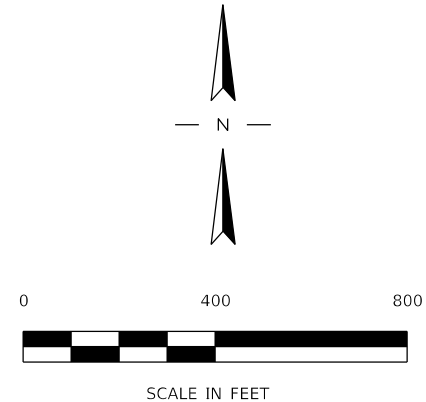
 Signature


 Date


ATTACHMENT P - See Attached

PROJECT SKETCH

FILE NAME = S:\2018\18IL007 Rochelle Municipal Airport\TO 02 Rehab Ramp\CADD\CADD Sheets\EXHIBIT\Appendix A - Project Limits.dgn
DATE PLOTTED = 10/18/2020 10:55:40 AM
DRIVER = T:_FOP-pl.ctb
USER = FNelson



LEGEND
 PROJECT LIMITS

 QUIGG ENGINEERING INC	2351 S DIRKSEN PKWY SPRINGFIELD, IL 62703 217-670-0563 PHONE 217-679-2204 FAX	PROJECT LIMITS APRON R/1 RECONSTRUCTION ROCHELLE MUNICIPAL AIRPORT	COMPUTER FILE NO.
			PROJECT: 18IL007

ATTACHMENT Q

PROJECT LETTING SCHEDULE

Predesign Meeting	July 31, 2019
Engineering Report	October 2, 2020
80% Plans and Specifications	December 11, 2020
100% Plans and Specifications	January 8, 2021
IDOT Letting	March 5, 2021
Anticipated Award Date	June 4, 2021
Anticipated Start to Work	July 2, 2021

ATTACHMENT R – See Attached

OP&P PROGRAM LETTER



Illinois Department of Transportation

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

July 31, 2018

Mike Hudetz
Rochelle Municipal Airport-Koritz Field
1201 E Gurler Rd
Rochelle, IL 61068

Mike Hudetz,

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

The project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal match. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is dependent upon receipt of Federal funds and legislative authorization of state appropriations.

The Department and the Airport Sponsor hereby agree to participate in the project indicated below at the designated funding levels. **The Airport Sponsor shall pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed. If additional funds are deemed necessary, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be incurred.** In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the state and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities. The Department has programmed the following project to be included in the FFY 2019 Proposed Airport Improvement Program for your airport:

The project “**Reconstruct Remaining Area of Main Aircraft Parking Apron Designated as R/1**” will be funded as follows:

Non-Primary Entitlement	\$150,000
State Apportionment	\$1,200,000
State Match	\$75,000
Local Match	\$75,000
<hr/>	<hr/>
Total Project Cost	\$1,500,000

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

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

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

Your Aeronautics Design Section Chief is Mr. Steve Long, P.E. and he may be reached at 217.785.4214 to initiate the project. **Please initiate this project within 12 months of the date of this letter or the project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.**

Please contact myself in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning
Office of Planning and Programming

ATTACHMENT S – See Attached

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



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 1, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mohammed Saleem
QUIGG ENGINEERING, INC.
111 S. Wacker Drive
3910
Chicago, IL 60606

Dear Mohammed Saleem,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$30,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 145.06% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR QUIGG ENGINEERING, INC.

CATEGORY	STATUS
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Hydraulic Reports - Pump Stations	X
Special Studies - Safety	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Highways - Freeways	X
Location Design Studies - New Construction/Major Reconstruction	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Structures - Highway: Advanced Typical	X
Environmental Reports - Environmental Assessment	X
Airports - Planning & Special Services	X
Airports - Design	X
Airports - Construction Inspection	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

ATTACHMENT T See Attached

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

**Opinion of Probable Project Cost
Rehabilitate Main Ramp - Phase 2
Rochelle Municipal Airport**

Item No.	GRP	Description	Unit	Unit Price	Quantity	Cost	Potential DBE
AR150510	099	Engineer's Field Office	Lump Sum	\$15,000.00	1.00	\$15,000.00	
AR150520	099	Mobilization	Lump Sum	\$65,000.00	1.00	\$65,000.00	
AR150530	099	Traffic Maintenance	Lump Sum	\$25,000.00	1.00	\$25,000.00	
AR152410	001	Unclassified Excavation	Cubic Yard	\$35.00	3,000.00	\$105,000.00	\$105,000.00
AR152540	001	Soil Stabilization Fabric	Square Yard	\$6.00	7,900.00	\$47,400.00	\$47,400.00
AR154606	008	Granular Drainage Subbase - 6"	Square Yard	\$16.00	8,500.00	\$136,000.00	
AR156510	001	Silt Fence	Linear Foot	\$5.00	350.00	\$1,750.00	\$1,750.00
AR156513	001	Separation Fabric	Square Yard	\$3.00	600.00	\$1,800.00	\$1,800.00
AR156520	012	Inlet Protection	Each	\$500.00	1.00	\$500.00	\$500.00
AR156531	012	Erosion Control Blanket	Square Yard	\$5.00	890.00	\$4,450.00	\$4,450.00
AR156533	019	Temporary Seed and Mulch	Acre	\$10,000.00	0.30	\$3,000.00	\$3,000.00
AR208515	008	Porous Granular Embankment	Cubic Yard	\$36.00	200.00	\$7,200.00	\$7,200.00
AR209608	008	Crushed Agg. Base Course - 8"	Square Yard	\$20.00	100.00	\$2,000.00	
AR401613	003	Bit. Surf. Cse.-Method I, Superpave	Ton	\$180.00	40.00	\$7,200.00	
AR401650	032	Bituminous Pavement Milling	Square Yard	\$35.00	100.00	\$3,500.00	
AR401660	006	Saw & Seal Bit. Joints	Linear Foot	\$5.00	500.00	\$2,500.00	\$2,500.00
AR401665	032	Bituminous Pavement Sawing	Linear Foot	\$5.00	500.00	\$2,500.00	
AR401900	001	Remove Bituminous Pavement	Square Yard	\$12.50	8,500.00	\$106,250.00	
AR401910	001	Remove & Replace Bit. Pavement	Square Yard	\$200.00	30.00	\$6,000.00	
AR403613	003	Bit. Base Cse.-Method I, Superpave	Ton	\$180.00	20.00	\$3,600.00	
AR501506	002	6" PCC Pavement	Square Yard	\$70.00	8,500.00	\$595,000.00	
AR501530	002	PCC Test Batch	Each	\$8,000.00	1.00	\$8,000.00	
AR510510	001	Tie Down	Each	\$500.00	12.00	\$6,000.00	
AR510515	001	Ground Rod	Each	\$1,500.00	2.00	\$3,000.00	
AR510900	001	Remove Tie Down	Each	\$50.00	12.00	\$600.00	
AR510905	001	Remove Ground Rod	Each	\$300.00	2.00	\$600.00	
AR602510	003	Bituminous Prime Coat	Gallon	\$20.00	30.00	\$600.00	
AR603510	005	Bituminous Tack Coat	Gallon	\$20.00	25.00	\$500.00	
AR620525	027	Pavement Marking - Black Border	Square Foot	\$7.50	600.00	\$4,500.00	\$4,500.00
AR620530	029	Pavement Marking - Epoxy	Square Foot	\$20.00	600.00	\$12,000.00	\$12,000.00
AR705506	012	6" Perforated Underdrain	Linear Foot	\$40.00	700.00	\$28,000.00	
AR705630	012	Underdrain Inspection Hole	Each	\$1,500.00	2.00	\$3,000.00	
AR705640	012	Underdrain Cleanout	Each	\$1,500.00	2.00	\$3,000.00	
AR901510	019	Seeding	Acre	\$10,000.00	0.30	\$3,000.00	\$3,000.00
AR905520	001	Topsoiling (From Off Site)	Cubic Yard	\$100.00	100.00	\$10,000.00	\$10,000.00
		Contingency (5%)	Lump Sum	\$61,000.00	1.00	\$61,000.00	
Construction Cost						\$1,284,450.00	\$203,100.00
Consultant Design Services						\$100,200.00	
Consultant Construction Services						109,900.00	
Consultant Special Services (CatEx)						3,500.00	
Permit Fee-Sponsor Payment (NPDES)						250.00	
Total Project Cost						\$1,498,300.00	15.8%

ATTACHMENT U See Attached

RETAINER AGREEMENT



QUIGG ENGINEERING INC

**QUIGG ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT
RETAINER**

This Professional Services Agreement ("Agreement") is made as of the date last set forth below the parties' signatures on the last page hereof between **QUIGG ENGINEERING INC.** ("Quigg"), an Illinois corporation having an office identified on the signature page, and the project owner ("Owner") identified immediately below.

Owner: City of Rochelle, IL

Address: 1201 West Gurler Road
Rochelle, IL 61068

Projects:

1. Overlay Runway 7-25 including crack repair, sealing and marking
2. Update Exhibit A
3. Rehabilitate Ramp, Phase 2
4. Construct Partial Parallel Taxiway

Quigg has been retained by Owner to provide professional services to the Owner in connection with the Project, and Quigg desires to accept such engagement on the terms and conditions hereinafter set forth.

AGREEMENT:

In consideration of the mutual promises set forth herein, Owner and Quigg agree as follows:

1. Quigg's Services.

A. Quigg shall perform the professional services more fully described in Section A "Scope of Services" of a duly executed Task Order for each specific project. Each Task Order will indicate the specific service to be performed and delivered. Quigg shall furnish all labor, materials, and equipment necessary to perform the Services. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Quigg will use personnel, equipment and materials qualified and/or suitable to perform the Services. Each person assigned to perform any part of the Services shall be qualified and, if required by law, licensed or certified to perform such Services. Quigg will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants providing similar services in similar circumstances at the time the Services are performed. Subject to the standard of performance, Quigg's Services carry no warranties, express or implied.

C. Owner may request additions, deletions or other revisions to the Services to be rendered, with appropriate adjustments in the contract amount to be paid and in the time within which such additional Services shall be rendered. Any such changes in the Services shall be authorized only by a written change order to the Task Order accepted in writing by Quigg.

D. Unless specifically included in the scope of services, Quigg is not responsible for, and does not undertake to perform, any construction means or methods, and is not responsible for any jobsite or work place safety issues, and is not responsible for any project supervision or oversight, all of which shall be the responsibility of a general contractor or other construction professional(s) engaged by owner for that purpose. Quigg will not have control over or charge of and will not be responsible for acts or omissions of any such construction professional(s), or their agents or employees, or any other persons or entities.

2. Schedule.

A. Quigg shall perform the professional services as described in Exhibit A of the Task Order to the schedule as prescribed in Section B "Schedule" of the Task Order. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Quigg, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. Owner authorizes changes in the scope, extent, or character of the Specific Project, or Quigg's services, then the time for completion of Engineer's services, and the rates and amounts of Quigg's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Quigg's performance of its services.

E. If Quigg fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Quigg upon which the Quigg's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Quigg under a Task Order is to be performed or furnished under more than one prime contract, or if Quigg's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Quigg's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Quigg shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

3. Compensation.

A. Owner shall compensate Quigg for the professional services described on Exhibit A of the Task Order, the amount(s) provided on the "Compensation" attached as Exhibit C of the Task Order and by this reference incorporated herein. Unless specifically agreed to by Quigg in writing, Owner shall not be entitled to withhold any portion of the amounts due to Quigg for Services rendered for retention or any other reason.

B. Unless provided to the contrary in Exhibit C of the Task Order, Quigg shall invoice Owner monthly for its fees, expenses and costs incurred during that period. Each invoice shall include: (i) a

detailed statement of all Services performed indicating hours expended, (ii) a list of all subconsultants and major suppliers with the itemized cost of their services detailed (if applicable), and (iii) Quigg's statement that the Services for which payment is sought have been completed in accordance with this Agreement.

C. Owner shall pay each invoice within thirty (30) days of receipt. In the event that payment is not received by Quigg within thirty (30) day of invoice, amounts may be increased from the invoice date to the date of payment at the rate of one and one-half percent (1.5%) per month (or the highest lawful rate under applicable law, if less) until paid.

D. Unless included in the Task Order, Owner shall be responsible for the payment of all fees and out of pocket expenses for plan review and permitting by governmental agencies.

4. Project Personnel and Authorization Procedures. Owner and Quigg shall each shall designate an individual to serve as its authorized Representative for the Project through the term of this Agreement. Such Representative shall be deemed to have authority to provide any approvals, notices, or other communications required hereunder. Owner agrees that Quigg may report to and take direction from the Owner's Representative and that Quigg shall be entitled to rely upon such direction.

Quigg Representative: Todd A. Welz, PE
Phone: 314-339-8431
Email: twelz@quiggengineering.com

Owner Representative: Michael Hudetz
Phone: 815-562-8619
Email: mhudetzrochelleil.us

Quigg shall consider all information supplied by Owner, or its Representative or agents, as accurate and correct. Extra work or work that is redone or modified because of inaccurate or incorrect or changed information supplied by the Owner, or Representative or its agents, shall be paid for as additional Services and in accordance with the time spent and costs incurred, in accordance with Quigg's standard rates for same. Quigg may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5. Indemnification.

A. To the fullest extent permitted by law, Quigg shall indemnify and hold harmless Owner, its officers, directors, employees, successors and assigns free and harmless from any and all claims and actions for injuries to persons or for damage to property, and for all liabilities, claims, demands, actions, costs, suits or matters in connection therewith, including reasonable attorneys' fees (collectively "Claims"), if and to the extent caused by the negligent performance of the Services by Quigg, or any of its subconsultants.

B. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Quigg, its officers, directors, employees, successors and assigns free and harmless from any and all Claims incurred by it or asserted against it in connection with the Project except to the extent that such Claims arise as a direct result of the negligent performance of the Services by Quigg, or any of its subconsultants.

C. Notwithstanding anything to the contrary above, no party shall be indemnified for Claims arising from such party's own negligence, and the provisions of this Section shall not be construed to require

Quigg to indemnify any party for or against such party's own negligence or to require any indemnification which would make the provisions of this Section void or unenforceable. All obligations of the parties pursuant to this Section shall survive the termination or expiration of this Agreement.

6. **Consequential Damages.** In no event shall Quigg be liable for special, exemplary, punitive or consequential damages, including but not limited to, lost sales, revenues or profits, incurred by Owner or anyone else under Owner's control or affiliation in connection with this Agreement or the Project, and Owner agrees that Quigg's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Quigg, whichever is greater.

7. **Insurance.** At all times while performing the Services, Quigg shall maintain the insurance coverage described below. Quigg shall provide one or more certificates of insurance, which shall list Owner as an additional insured, and shall be delivered to the Owner ten (10) days prior to performance of any Services. Such insurance shall provide that any change or cancellation shall not be valid without thirty (30) days prior written notice to the Owner.

A. **Commercial General Liability:** Combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence and annual aggregate, including contractual liability coverage.

B. **Comprehensive Automobile Liability:** Combined single limit for bodily injury, death and property damages of not less than \$1,000,000 per occurrence and \$1,000,000 per person.

C. **Workers' Compensation Insurance:** Limits of liability for workers' compensation, not less than those required by law.

D. **Property Insurance:** Quigg shall secure, pay for and maintain all-risk property insurance to protect Quigg against loss of owned or rented capital equipment and tools. The requirements to secure and maintain such insurance may be fulfilled through a self-insurance program.

E. **Professional Liability Insurance:** Quigg shall maintain Professional Liability Insurance in the amount of \$2,000,000 as will protect it against claims, which may arise from operations under the Contract.

8. **Owner's Insurance.** Owner shall purchase and maintain its own liability insurance including contractual liability coverage and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under this Contract. Owner may purchase and maintain all risk builder's risk insurance (or other comparable coverage) upon the entire Project to the full insurable value thereof, Owner hereby acknowledging that Quigg has no responsibility to maintain any such coverage for Owner or for the Project, except as may be specifically provided herein. Owner agrees that in any contract that it will enter into with general contractors or other construction professional(s) providing services in connection with the project, it will require that Quigg be named as an additional named insured on such parties' liability insurance coverage.

9. **Term and Termination of Agreement.** This Agreement shall remain in full force and effect from the date of its execution until: (i) Quigg's completion of the Services, or (ii) termination of the Agreement pursuant to provision A or B below. Termination of this Agreement shall discharge only those obligations that are executory by either party on and after the effective date of termination. Any right or duty of a party based on either performance or a breach of this Agreement, prior to the effective date of termination, shall survive.

A. Owner reserves the right to terminate this Agreement at any time upon thirty (30) days prior written notice to Quigg which notice shall provide an effective date of termination, even though Quigg

is not in default. After Owner has terminated this Agreement, Owner shall compensate Quigg for all actual expenses and charges due through the stated effective date of termination.

B. In the event: (i) the Services are stopped by any public authority without the fault of the Quigg for a period of thirty (30) days; or (ii) in the event Owner fails to pay Quigg any payment within thirty (30) days after payment is due; or (iii) in the event a voluntary or involuntary petition shall be filed by or against Owner under any law having for its purpose the adjudication of Owner a bankrupt; or (iv) a receiver is appointed for this property of Owner by reason of the insolvency of Owner; or (v) in the event any department of the State or Federal government, or any officer thereof, duly authorized, shall take possession of the business or property of Owner by reason of the insolvency of Owner; or (vi) in the event Owner makes an assignment for the benefit of its creditors; or (vii) in the event of any default by Owner hereunder (after notice and passage of all appropriate cure periods as may be set forth elsewhere herein); then in any such case Quigg may cease providing all or any portion of the Services after providing Owner with five (5) days' written notice of same. Upon Quigg's termination of its obligations hereunder, Owner shall compensate Quigg for all actual expenses and charges due through the effective date of termination.

10. Independent Contractor Status; Subcontractors.

A. Quigg will act solely as an independent contractor in performing the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Owner and Quigg, or Owner's and Quigg's officers, directors, partners, managers, employees or agents. Unless provided by separate authorization, Quigg will have no right or authority to act for the Owner, and will not enter into any contract, commitment, or other agreement, or incur any debt or liability of any nature in the name or on behalf of Owner. Quigg shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

B. Quigg shall not subcontract any work without first securing Owner's approval of the subcontractor which approval shall not be unreasonably withheld or delayed. Each subcontract shall (i) require such work to be performed in accordance with the requirements of this Agreement, including without limitation the requirements of all applicable laws, ordinances and regulations and (ii) require the subcontractor to agree to be bound by all the terms and conditions of this Agreement applicable to Quigg.

11. Document Ownership.

A. All documents prepared or furnished by Quigg are instruments of service, and Quigg retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Quigg of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

B. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Quigg, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Quigg.

C. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Quigg, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Quigg or to its officers, directors, members, partners, agents, employees, and consultants.

D. Owner shall indemnify and hold harmless Quigg and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Quigg.

E. Such limited license to Owner shall not create any rights in third parties.

12. Amendments. Only a written instrument signed by both parties may amend this Agreement.
13. Captions. The captions in this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.
14. Severability. Every paragraph, part, term or provision of this Agreement is severable from others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
15. Waiver. A waiver on the part of the Owner or Quigg of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.
16. Entire Agreement. This Agreement, including any Exhibits and any addenda hereto, constitutes the entire Agreement between Quigg and Owner. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement.
17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) personally delivered (effective upon receipt), (ii) sent via nationally recognized overnight delivery service (effective the next business day), or (iii) mailed by certified mail (effective two business days after deposit in the U.S. mail) to the address of the respective party set forth in the opening paragraph of this Agreement, or to such other address for either party as that party may designate by written notice.
18. Attorney Fees. In the event of litigation of any dispute or controversy arising from, in, under or concerning this Agreement and any amendment hereof, including, without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action shall be entitled to recover from the other party in such action, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party.
19. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes that are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and Owner may, at any time during the continuation of the force majeure event, elect to suspend the performance of Quigg under this Agreement for the duration of the force majeure.
20. Publicity. Owner agrees that Quigg may identify in its corporate promotional literature and advertising that it is a consultant on the Project and may, with the advance approval of Owner, use photographs and renderings of the Project in such advertising and promotional records.
21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that a

signature by one or more or all of them received by facsimile or emailed as a .pdf or similar imaging format will be deemed to be the original thereof for all purposes.

22. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of in which the Project is located.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed by their duly authorized representatives as of the date last set forth below.

OWNER:

CITY OF ROCHELLE, ILLINOIS

By:  _____

Name: Jeffrey A. Fiegenschuh

Title: City Manager

Dated: April 18, 2018

QUIGG:

QUIGG ENGINEERING INC.
an Illinois Corporation

By:  _____

Name: Todd A. Welz

Title: Vice President of Operations

Dated: April 17, 2018

**QUIGG ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER No. _____**

**EXHIBIT A
SCOPE OF SERVICES**

**QUIGG ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER No. _____**

EXHIBIT B

SCHEDULE

**QUIGG ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER No. _____**

**EXHIBIT C
COMPENSATION**

