THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-134

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – CONSTRUCTION ENGINEERING SERVICES

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Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Primera Engineers, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw

NAYS: None

ABSENT: Sullivan

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Deputy Village Clerk

EXHIBIT 1

STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES EFFECTIVE JUNE 2012

PRIMERA PROJECT # 20220379.00

20220379.00
Primera

STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES
Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

☐ PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN ■ **CONSTRUCTION PHASE SERVICES**

☐ DESIGN PHASE SERVICES ☐ PLANNING AND SPECIAL SERVICES

THIS AGREEMENT, made effective at **Tinley Park**, Illinois on the 14th day of October in the year **2023**, by and between the **Village of Tinley Park, an Illinois home-rule municipality**, (hereinafter referred to as the "Sponsor"), and **Primera Engineers, Ltd.** (hereinafter referred to as the "Consultant"). This Agreement expires five years from the date of execution.

W I T N E S S E T H :

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the **Tinley Park Helistop Heliport (TF8)** in **Cook** County, state of Illinois; and the project shall be identified as the Illinois Project No. **TF8-5050**, State Block Grant Project No. (**N/A**). The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I. H., Detailed Scope of Services): **Helistop Aircraft Pavement Improvements - Construction Phase Services {Base Bid and Additive Alternates 1 and 3}**.

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 & SCHEMATIC DESIGN *(NOT APPLICABLE)*

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, geo-technical testing and alternative designs and include final project design recommendations.

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

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

B. DESIGN PHASE SERVICES *(NOT APPLICABLE)*

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 - **see Paragraph I. H.**) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.

ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.

iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.

iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.

vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.

vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

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

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work.

The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

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

g. FINAL QUANTITIES

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

D. PLANNING AND SPECIAL SERVICES *(NOT APPLICABLE)*

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 is prescribed in **Paragraph I. H.**, 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

PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN
(Not Applicable)

DESIGN PHASE SERVICES
(Not Applicable)

CONSTRUCTION PHASE
As-bid Construction Cost: **$1,262,710.82 {Base Bid and Additive Alternates 1 and 3}**

The Consultant is to provide full-time, on-site services from the date of work start through final inspection and acceptance. Based upon the Opinion of Probable Construction Duration prepared by the Project Engineer and approved by the Division, with the Base Bid and Additive Alternates 1 and 3, the contractor work period includes 103 calendar days, with 56 working days.

In covering these 103 Contract calendar days, the Consultant's field Resident Technician is to work under the supervision of the Consultant's part-time Resident Engineer dedicated to the project. The Resident Technician is to be present on-site during 92 site days, including the Pre-construction Meeting (one day), Final Inspection (one day), and during unscheduled/unplanned non-work days and partial work days, caused by weather and contractor work/task re-scheduling. {The on-site days estimate of 90 is based upon the current trend of six (6) day work-weeks and/or extended work days common with area contractors.}

The Resident Engineer will be on-site along with the Resident Technician during the Pre-construction Meeting (one day), the Final Inspection (one day), during critical inspection and quality control days, such as paving days, and for Weekly On-site Construction Meetings; for a total of 34 site days. Further, after the Final Inspection, the Resident Engineer will complete, in the field and in the office, all final project close-out procedures, including preparing Record Drawings, final project records and Materials Documentation, over a five (5) working day period.

The Consultant's Project Manager is to attend the Pre-construction Meeting and the Final Inspection Meeting, and will attend the Construction Site Meetings on a bi-weekly basis (ten (10) total). Project Manager effort in resolving critical matters, coordinating staff, and reviewing progress will be finished on a basis of five (5) hours per week (fifteen (15) weeks).

The Project Engineer will furnish shop drawing review of materials for the significant number of Project pay items (ten (10) days) and plan interpretation and sketch preparation (five (5) hours per week for fifteen (15) weeks). Record Drawings will be by Engineer at two (2) days.

Materials testing (field and laboratory) will be performed/furnished by the Consultant's materials and paving subconsultant (NASHnal Soil Testing, LLC), and will be provided as specified in the Standard Specifications and Special Provisions.

As it is anticipated that the Contractor will make use of the Consultant's design files, no field time for the Consultant's Survey Crew is anticipated. Additional surveying for grade checks, cross-sections and related earthwork pay item quantities is not contemplated, as it is assumed that the contractor will agree to "Agreement(s) to Plan Quantity".

PLANNING AND SPECIAL SERVICES

(Not Applicable)

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 & SCHEMATIC DESIGN *(NOT APPLICABLE)*

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

1. a lump sum payment of ***(Not Applicable)*** (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES *(NOT APPLICABLE)*

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

1. a cost plus a fixed payment of ***(Not Applicable)***, total amount not to exceed ***(Not Applicable)***, unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.

2. a lump sum payment of ***(Not Applicable)***, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

   The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I. F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

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

1. a cost plus a fixed payment of **$26,253.00**, total amount not to exceed **$230,850.00**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

   The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES *(NOT APPLICABLE)*

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

1. a cost plus a fixed payment of ***(Not Applicable)***, total amount not to exceed ***(Not Applicable)***, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.

2. a lump sum payment of ***(Not Applicable)***, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

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

A. TERMINATION

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

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

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.

3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III. HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

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

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breeches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, Sponsor, nor 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 ½% 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 **Village of Tinley Park, Illinois, an Illinois home-rule municipality**, hereby certifies that it has completed the prescribed qualifications based consultant selection procedures. The firm of **Primera Engineers, Ltd.**, of **Chicago, Illinois**, has been selected to provide the engineering services required for the project on the **fourteenth** day of **July, 2022.**

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 and is authorized by law.*

Date: _____ Sign Name: _____

Example

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 **President** and duly authorized representative of the firm **Primera Engineers, Ltd.**, whose address is **550 West Jackson Boulevard, Chicago, Illinois 60661**, and that neither I nor the above firm I here represent has:

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

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

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

The firm certifies by execution:

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

2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

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

Date:_____**day of October, 2023**

Name/Title: Erin Inman
Erin M. Inman, P. E.
President/Secretary

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is **36-3520747**. This firm is doing business as a (please check one):

__ Individual __ Partnership X **Corporation"**

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
(Reference: 49 CFR Part 26)

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

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

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

Firm Name: NASHnal Soil Testing, LLC
Subcontract Amount: $23,541.00

Participation Category	Percent of Work	DBE Certification
NAICS 541380 Testing Laboratories & Services	10.20%	Illinois UCP

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

Q. DISCRIMINATION

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

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

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE
(775 ILCS 25/2 Source: P.A. 85 909)

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

S. CONFLICT OF INTEREST
(Public Act 90-0572 Section 50-13)

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

T. FELONY CONVICTION
(Public Act 90-5072 Section 50-10)

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

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

#IDHR PC-1/IL 442-0010 IDHR # 115012-00

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:

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

(2) Specifying the actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on this agreement, the employee will:
(A) abide by the terms of the statement; and
(B) 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:
(1) the dangers of drug abuse in the workplace;
(2) the Consultant policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation, and employee assistance programs; and
(4) 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.

The undersigned, being a duly authorized officer and the duly elected President/Secretary and Vice President/Chief Financial Officer of **Primera Engineers, Ltd.**, 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 ½% 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.

Date: _____ **day of October, 2023**

Primera Engineers, Ltd.
Corporation

By: _____
Erin M. Inman, P.E.
President/Secretary

By: _____
Melissa Clark
Vice President/Chief Financial Officer

Y. CERTIFICATION REGARDING LOBBYING
(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Z. INTERNATIONAL BOYCOTT
(Applicable to contracts in excess of $10,000):

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

AA. NON-APPROPRIATION CLAUSE

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

BB. DEBT CERTIFICATION

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

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 tha1 no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT
(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

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

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Reference: 49 CFR Part 29; FAA Order 5100.38)

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

FF. RIGHTS TO INVENTIONS
(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

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

GG. TRADE RESTRICTION CLAUSE
(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

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

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

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

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

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

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

HH. BREACH OF CONTRACT TERMS
(Reference: 49 CFR Part 18.36)

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

II. BAN ON TEXTING WHILE DRIVING
(Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or sub-grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

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 Tinley Park, Illinois, effective the 17 **day of October, 2023.**

ATTEST:

(SEAL)

VILLAGE OF TINLEY PARK, ILLINOIS
FEIN 36-6000627
(Federal Employee's Identification Number)

By: _____
~~Nancy M. O'Connor~~
Deputy **Village Clerk**

By: _____
Michael W. Glotz
Mayor

ATTEST:

(SEAL)

PRIMERA ENGINEERS, LTD.
FEIN 36-3520747
(Federal Employee's Identification Number)

By: _____
Melissa Clark
Vice President/Chief Financial Officer

By: _____
Erin M. Inman, P.E.
President/Secretary

LIST OF ATTACHMENTS

ATTACHMENT A / A1 -	PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES *NOT APPLICABLE* ESTIMATE OF COSTS / SALARY EXPENSES *NOT APPLICABLE*
ATTACHMENT B / B1 -	DESIGN PHASE SERVICES *NOT APPLICABLE* ESTIMATE OF COSTS / SALARY EXPENSES *NOT APPLICABLE*
ATTACHMENT C / C-1	**CONSTRUCTION PHASE SERVICES** **ESTIMATE OF COSTS / SALARY EXPENSES / LABOR BREAKDOWN**
ATTACHMENT D / D1 -	PLANNING AND SPECIAL SERVICES *NOT APPLICABLE* ESTIMATE OF COSTS / SALARY EXPENSES *NOT APPLICABLE*
ATTACHMENT E -	ENGINEERING REPORT (General Guidance) *NOT APPLICABLE*
ATTACHMENT F -	**RESIDENT ENGINEER'S DIARY (Standard Format)**
ATTACHMENT G -	**COST PLUS FIXED PAYMENT INVOICE (Standard Format)**
ATTACHMENT H -	LUMP SUM INVOICE (Standard Format) *NOT APPLICABLE*
ATTACHMENT I -	**EFFORT DETAIL BREAKDOWN (Standard Format)**
ATTACHMENT J -	**TESTING SCHEDULE**
ATTACHMENT K -	**TESTING RATES & COST SUMMARY**
ATTACHMENT L -	**SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS**
ATTACHMENT M -	**SUMMARY OF OVERHEAD AND INDIRECT COSTS**
ATTACHMENT N -	**PROJECT CERTIFICATION**
ATTACHMENT O -	**DBE FINAL DOCUMENTATION**
ATTACHMENT P -	**PROJECT SKETCH**
ATTACHMENT Q -	**PROJECT LETTING SCHEDULE**
ATTACHMENT R -	**OP&P PROGRAM LETTER**
ATTACHMENT S -	**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER**
ATTACHMENT T -	**OPINION OF PROBABLE CONSTRUCTION DURATION**
ATTACHMENT U -	**RETAINER AGREEMENT**

ATTACHMENT A
PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES
Estimate of Costs

Category		Amount
1.	Direct Salary Costs	$0.00
2.	Overhead Labor/General/Administrative [1] (CY 2021) 126.50%	0.00
3.	Direct Nonsalary Expenses	
	Materials and Supplies	0.00
	Printing	0.00
	Transportation Costs [2] - from Below	0.00
	Other Costs (excluding Outside Services) - from Below	0.00
4.	Fixed Payment [5]	0.00
5.	Outside Services (including Lodging and Per Diem) - from Below	0.00
Total Amount Not-to-Exceed (Lump Sum)		$0.00

Estimated cost of total professional design phase services from TIP: Not Applicable

3. Transportation Costs [2]	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	$65.00	0.0	$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	0.00
Total				$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges [4]	*None*	0.00	0.0	$0.00
Shipping, Postage				0.00
Total				$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem Meals [2, 3]	Day	$28.00	0.0	$0.00
Lodging [2, 3]	Day	95.00	0.0	0.00
Subconsultant				0.00
Total				$0.00

ATTACHMENT A-1
PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES
Estimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	$86.00	$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	0.0	33.47	0.00
Total	0.0	$0.00	$0.00

ATTACHMENT B
DESIGN PHASE SERVICES
Estimate of Costs

Category		Amount
1. Direct Salary Costs		$0.00
2. Overhead Labor/General/Administrative [1] (CY 2021)	126.50%	0.00
3. Direct Nonsalary Expenses		
Materials and Supplies		0.00
Printing		0.00
Transportation Costs [2] - from Below		0.00
Other Costs (excluding Outside Services) - from Below		0.00
4. Fixed Payment [5]		0.00
5. Outside Services (including Lodging and Per Diem) - from Below		0.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)		$0.00

Preliminary Design Construction Estimate: Not Applicable

3. Transportation Costs [2]	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	$65.00	0.0	$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	0.00
Total				$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges [4]	*None*	0.00	0.0	$0.00
Shipping, Postage				0.00
Total				$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem Meals [2, 3]	Day	$28.00	0.0	$0.00
Lodging [2, 3]	Day	95.00	0.0	0.00
Subconsultant				0.00
Total				$0.00

ATTACHMENT B-1
DESIGN PHASE SERVICES
Estimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	$86.00	$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	0.0	33.47	0.00
Total	0.0	$0.00	$0.00

ATTACHMENT C
CONSTRUCTION PHASE SERVICES
Estimate of Costs

Category		Amount
1. Direct Salary Costs		$76,168.59
2. Overhead Labor/General/Administrative [1] (CY 2021)	126.50%	96,353.27
3. Direct Nonsalary Expenses		
Materials and Supplies		0.00
Printing (Record Drawings on CD)		0.00
Transportation Costs [2] - from Below		8,387.50
Other Costs (excluding Outside Services) - from Below		150.00
4. Fixed Payment [5]		26,253.00
5. Outside Services (including Lodging and Per Diem) - from Below		23,541.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)		$230,850.00

Contract Calendar Days: 103 Estimated Days On-site: 90 for RT; 34 for RE

3. Transportation Costs [2]	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	$65.00	124.0	$8,060.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	500.0	327.50
Total				**$8,387.50**

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges [4]	*None*	0.00	0.0	$0.00
Shipping, Postage				150.00
Total				**$150.00**

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem [2, 3]	Day	$28.00	0.0	$0.00
Lodging [2, 3]	Day	95.00	0.0	0.00
Subconsultant - Field and Lab Testing (NASHnal)				23,541.00
Total				**$23,541.00**

ATTACHMENT C-1
CONSTRUCTION PHASE SERVICES
Estimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	$86.00	$0.00
Senior Project Manager	135.0	80.52	10,870.20
Project Engineer (Engineer 4)	155.0	72.77	11,279.35
Resident Engineer (Engineer 3)	312.0	51.38	16,030.56
Engineer (Engineer 2)	16.0	39.68	634.88
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	720.0	51.88	37,353.60
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	0.0	33.47	0.00
Total	1,338.0	$56.93	$76,168.59

ATTACHMENT D
PLANNING AND SPECIAL SERVICES
Estimate of Costs

Category		Amount
1. Direct Salary Costs		$0.00
2. Overhead Labor/General/Administrative [1] (CY 2021)	126.50%	0.00
3. Direct Nonsalary Expenses		
Materials and Supplies		0.00
Printing		0.00
Transportation Costs [2] - from Below		0.00
Other Costs (excluding Outside Services) - from Below		0.00
4. Fixed Payment [5]		0.00
5. Outside Services (including Lodging and Per Diem) - from Below		0.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)		$0.00

3. Transportation Costs [2]	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased))	Day	$65.00	0.0	$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	0.00
Total				$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges [4]	*None*	0.00	0.0	$0.00
Shipping, Postage				0.00
Total				$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem [2, 3]	Day	$28.00	0.0	$0.00
Lodging [2, 3]	Day	95.00	0.0	0.00
Subconsultant				0.00
Total				$0.00

ATTACHMENT D-1
PLANNING AND SPECIAL SERVICES
Estimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	$86.00	$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	0.0	33.47	0.00
Total	0.0	$0.00	$0.00

NOTES FOR ATTACHMENTS A THROUGH D

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. CADD is incorporated into the approved overhead and burden rate.

5. Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + Other Costs (excluding outside services)].

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 150/5370-2E (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?: ☐
Own equipment used?: ☐

Submitted By: 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

Attn: _____, Section Chief

From (Firm): _____

Address: _____

Telephone No. ( )

INVOICE # _____. Date _____.

[ ] Partial [ ] Final

Airport Municipality , IL

IL Proj. No. _____ Federal Proj. No. _____

Notice to Proceed Date (OP&P program letter or Sponsor authorization): _____

Per A/E Agreement / Amendment dated:

Services (check only those services pertaining to invoice):

- ☐ Preliminary Phase Services
- ☐ Design Phase Services
- ☐ Construction Phase Services
- ☐ Planning and Special Services
- ☐ Other ( )
- ☐ Amendment(s)

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

(1) Direct Salaries to Date..... $

(2) Payroll Burden and Overhead (_____%)..... $_____

(3) Other Direct Salaries..... $_____

(4) Profit - (Fixed Payment $_____ x _____% Complete)..... $_____

(5) SUBTOTAL..... $_____

(6) Direct Costs of Services by Others..... $

(7) Direct Costs, Travel and In-plant..... $_____

(8) TOTAL AMOUNT EARNED To Date: (5) + (6) + (7)..... $_____

(9) Maximum Payable (per Engineering Agreement)..... $_____

(10) Less Total Amounts Previously Invoiced..... $_____

(11) 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 _____

Date: _____

_____
Printed Name and Title

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

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

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

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

Attn: _____, Section Chief

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

Services (Check only those services pertaining to invoice):

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

Service Dates:

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

(1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) $_____

(2) Percent of Work Complete: _____%

(3) Fee Earned to Date: (LS $_____ x _____% Complete) $_____

(4) Less Total Amount(s) Previously Invoiced $_____

(5) PAYMENT DUE THIS INVOICE $_____

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

By: _____ _____
Printed Name and Title

Department Approval

By: _____ _____
Printed Name and Title

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

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page of Pages

Airport
Ill. Proj. No.
AIP Proj. No.

Invoice No.

Date

ENGINEERING COSTS BREAKDOWN

Agrmt. Para. Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

ENGINEERING FIRM:

Total _____

Name

Address _____

_____

_____

Prepared By _____

Date _____

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

ATTACHMENT J
TESTING SCHEDULE

(See Geo-technical Subconsultant Agreement for Additional Information)

APPROXIMATE NUMBER	DESCRIPTION	APPROXIMATE NUMBER	DESCRIPTION
	Particle - Size Analysis		Marshall Method
_____	ASTM D-42I	_____	ASTM D-1559
_____	ASTM D-422		Gradation
_____	ASTM D-2217	_____	ASTM C-136
	Moisture-Density Relations of Soil		Extraction and Gradation
_____	ASTM D-698	_____	ASTM D-2172
_____	ASTM D-1557	_____	Bulk Specific Gravity
	Shrinkage Factors of Soil	_____	ASTM D-2726
_____	ASTM D-427		Maximum Theoretical
	Permeability of Granular Soils		Specific Gravity
		_____	ASTM D-2041
_____	ASTM D-2434		Nuclear Density
	Determination of Organic	_____	ASTM D-2922
	Materials in Soils by Wet Combustion		Washed Aggregate Sample
		_____	ASTM C-117
_____	AASHTO T-194		Liquid Limit, Plastic Limit, Plastic Index
	Bearing Ratio of Laboratory -Compacted Soil	_____	ASTM D-4318
_____	ASTM D-1883		Absorption and Specific Gravity
	Modulus of Soil Reaction		
_____	AASHTO T-222	_____	ASTM C-127
	Soil Classification	_____	ASTM C-128
	"Visual"		Moisture Content
_____	ASTM D-2488	_____	ASTM C-566
	Soil Borings		P.C.C. Test Cylinders
_____	ASTM D-2113	_____	ASTM C-31
	Hydrated Lime		Slump P.C.C.
_____	ASTM C-207	_____	ASTM C-141
	Abrasion		Air Content
_____	ASTM C-131	_____	ASTM C-231
	Soundness		Flexural Strength
_____	ASTM C-88	_____	ASTM C-78
	Penetration		Yield, Cement Content
_____	ASTM D-946	_____	ASTM C-138
	Viscosity		Rubber in Tension
_____	ASTM D-3381	_____	ASTM D-412
	Moisture Content (Micro)		Striping Test
_____	ASTM D-4643	_____	ASTM D-1664

* 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.

ATTACHMENT K
TESTING RATES AND COST SUMMARY
(See Geo-technical Subconsultant Agreement for Additional Information)

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL $
Extraction and Gradation, ASTM D-2172 (D-5444,D-6307, D-6925			
Bulk Specific Gravity, ASTM D-2726			
Nuclear Density, ASTM D-2922			
PCC Test Cylinders, ASTM C-31/C-39			
Slump PCC, ASTM C-141			
Air Content, ASTM C-231			
Total Testing Subconsultant Tests			$23,975.00

All tests per specifications. Field and laboratory testing by Field and Laboratory Testing Subconsultant.

ATTACHMENT L
SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	% of Direct Productive Payroll
Federal Insurance Contributions Act	N/A
State Unemployment Compensation	0.32%
Federal Unemployment Compensation	0.08%
Workmen's Compensation Insurance	0.26%
Paid Holidays, Vacation, Sick Leave	14.95%
Bonus	6.38%
Pension	6.89%
Group Insurance	10.84%
TOTAL PAYROLL BURDEN & FRINGE COSTS	**39.72%**

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
SUMMARY OF OVERHEAD AND INDIRECT COSTS

	% of Direct Productive Payroll
Taxes except Federal Income	11.34%
Business Insurance. except key-man insurance, including accident, liability and valuable papers	2.20%
Depreciation and amortization	1.19%
Administrative. unassignable staff time. recruiting, training and education, severance, negotiating new business, and office accounting. clerical and secretarial wages and salaries	41.10%
Reproduction and printing costs	0.07%
Office supplies	1.08%
Computer costs	6.74%
Professional services, including specialists, legal, auditing. etc.	2.65%
Employees travel expenses not assigned to clients and excluding costs outside of Illinois	0.34%
Telephone, Telegraph and Postage	0.75%
Recruiting and relocating expense	3.77%
Training and educational non-salary expenses	0.48%
Fees, licenses, dues. publications (technical and Professional	0.47%
Utilities and maintenance	0.68%
Business space rent	12.42%
Rental of equipment	1.26%
Miscellaneous expense	0.24%
TOTAL PAYROLL BURDEN & FRINGE COSTS	**86.78%**

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 programmed 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: _____ P.E.
Project Engineer (Consultant)

Date _____ By: _____
Sponsor

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

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

ATTACHMENT O
DBE FINAL DOCUMENTATION

Illinois Department of Transportation

Subconsultant

Name
Address

Telephone

Prime Consultant

Name
Address

Telephone

Subject

Airport
Illinois Project No.
Federal Project No

Contract Amounts

Consultant Contract Amount
DBE Contract Amount
DBE Goal (%)

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 was executed by the DBE, tha the DBE actually provided the services and that the services reported herein conforms to the services reporte in the approved Engineering Agreement together with any amendments approved by the Sponsor and/o Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid
Totals		

Prime Consultant

Print Name

Title

Signature

Date

DBE Subconsultant

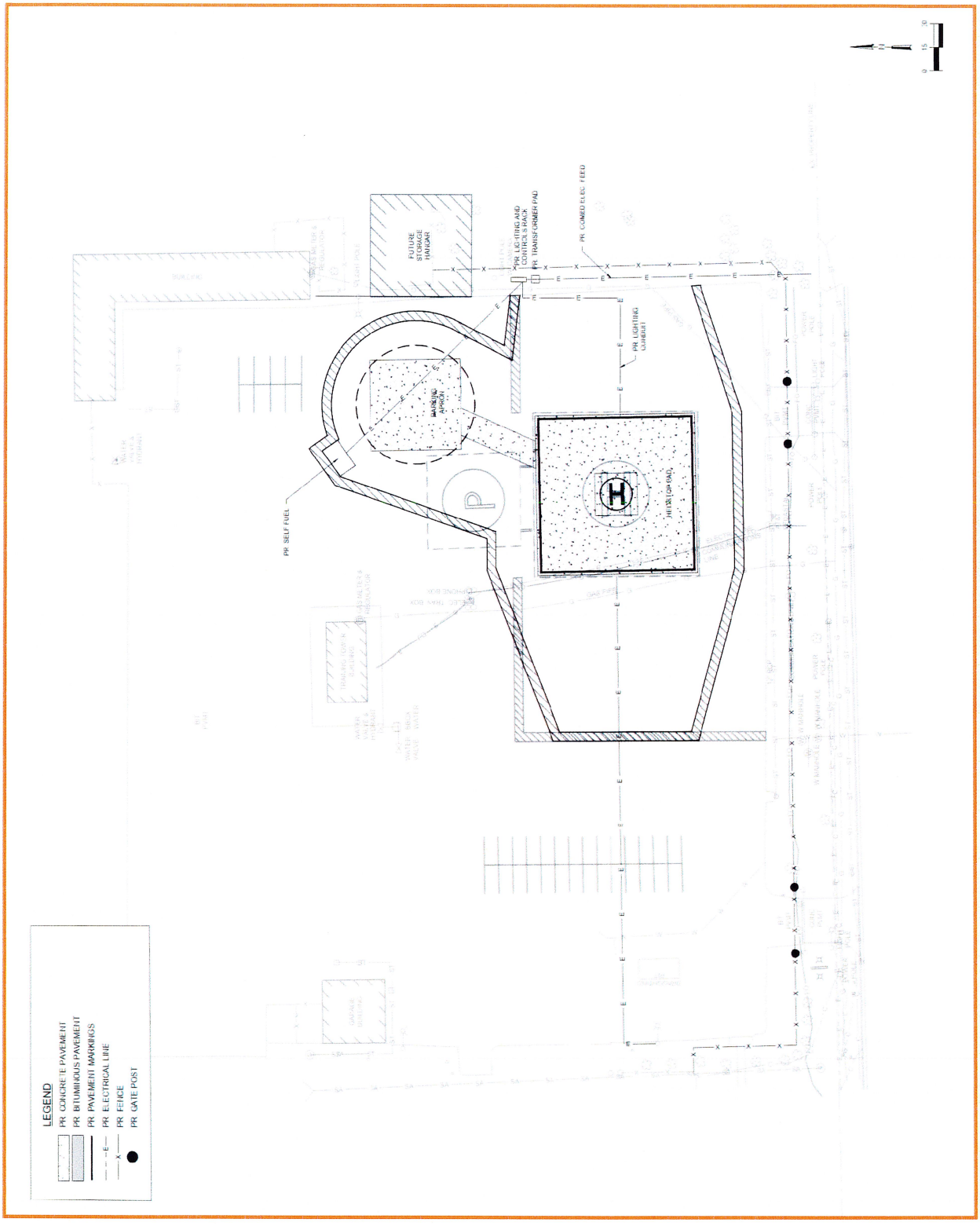
Print Name

Title

Signature

Date

ATTACHMENT P
PROJECT SKETCH



ATTACHMENT Q
PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2023 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

22 Week Project Development Timeline (154 Calendar Days)				Internal IDOT Deadlines			IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
START (0%)	35%	80%	100%						
Pre-design Meeting Target Date	Engineering Report to IDA for Comments	*Scalable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA	Recommendation Memo	Transfer Bid Documents for Publication	Service Bulletin			
19-Nov-2021	14-Jan-2022	25-Mar-2022	22-Apr-2022	29-Apr-2022	06-May-2022	13-May-2022	17-Jun-2022	12-Aug-2022	26-Aug-2022
07-Jan-2022	04-Mar-2022	13-May-2022	10-Jun-2022	17-Jun-2022	24-Jun-2022	01-Jul-2022	05-Aug-2022	30-Sep-2022	14-Oct-2022
25-Feb-2022	22-Apr-2022	01-Jul-2022	29-Jul-2022	05-Aug-2022	12-Aug-2022	19-Aug-2022	23-Sep-2022	18-Nov-2022	01-May-2023
08-Apr-2022	03-Jun-2022	12-Aug-2022	09-Sep-2022	16-Sep-2022	23-Sep-2022	30-Sep-2022	04-Nov-2022	30-Dec-2022	01-May-2023
17-Jun-2022	12-Aug-2022	21-Oct-2022	18-Nov-2022	25-Nov-2022	02-Dec-2022	09-Dec-2022	20-Jan-2023	17-Mar-2023	01-May-2023
12-Aug-2022	07-Oct-2022	16-Dec-2022	13-Jan-2023	20-Jan-2023	27-Jan-2023	03-Feb-2023	10-Mar-2023	05-May-2023	19-May-2023
30-Sep-2022	**25-Nov-2022**	**03-Feb-2023**	**03-Mar-2023**	**10-Mar-2023**	**17-Mar-2023**	**24-Mar-2023**	**28-Apr-2023**	**23-Jun-2023**	**07-Jul-2023**
18-Nov-2022	13-Jan-2023	24-Mar-2023	21-Apr-2023	28-Apr-2023	05-May-2023	12-May-2023	16-Jun-2023	11-Aug-2023	25-Aug-2023
06-Jan-2023	03-Mar-2023	12-May-2023	09-Jun-2023	16-Jun-2023	23-Jun-2023	30-Jun-2023	04-Aug-2023	29-Sep-2023	13-Oct-2023
24-Feb-2023	21-Apr-2023	30-Jun-2023	28-Jul-2023	04-Aug-2023	11-Aug-2023	18-Aug-2023	22-Sep-2023	17-Nov-2023	01-May-2024

Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

ATTACHMENT R
OP&P PROGRAM LETTER

Illinois Department of Transportation

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

December 9, 2021

Mr. Pat Carr
Director Emergency Management
Tinley Park Helistop
17355 S. 68TH CT
Tinley Park, IL 60477

Mr. Carr,

In June 2019 Governor JB Pritzker signed a historic, bipartisan Rebuild Illinois Bill that gives Illinois its first capital plan in nearly a decade – and the most robust in state history. This capital plan includes $150 million in 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 by the airport to the Department during the April 30, 2021 Rebuild Illinois Capital Investment Program call for projects that ended June 14, 2021. Funding for the Rebuild Illinois Airport Capital Investment Program is dependent upon legislative authorization of state appropriations and the release of funds by the Governor's Office.

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for this project, the Airport Sponsor will be required to pay the state costs as itemized below. This will also include any amount which exceeds the totals listed.

The GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds, as are herein committed for this Project. No additional state funds beyond those listed in this program letter will be allocated to the project indicated. Any additional project costs which exceed the total sum of state funds as planned and programmed are solely the responsibility of the Sponsor.

The project is titled: **"Helistop Aircraft Pavement Improvements".**

Multi-modal Transportation Bond Funds	$1,440,000
Local Match	$160,000
Total Project Cost	$1,600,000

ATTACHMENT R (Continued)

Tinley Park Helistop
December 9, 2021
Page 2

To ensure eligibility of professional services for state 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.

A requirement of the Rebuild Illinois Airport Capital Investment Program is the **Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of $500,000 or more, the Grantee shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules.** The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Grantee may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

Please contact Mr. Joe Staats, P.E. – Section Chief of Airport Design at 217.785. 5746 to initiate this project. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

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

Sincerely,

BJ Murray

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

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

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 30, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Erin Inman
PRIMERA ENGINEERS, LTD.
550 W Jackson Blvd
Suite 600
Chicago, IL 60661

Dear Erin Inman,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2021. Your firm's total annual transportation fee capacity will be $32,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 126.50% 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, 2022. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

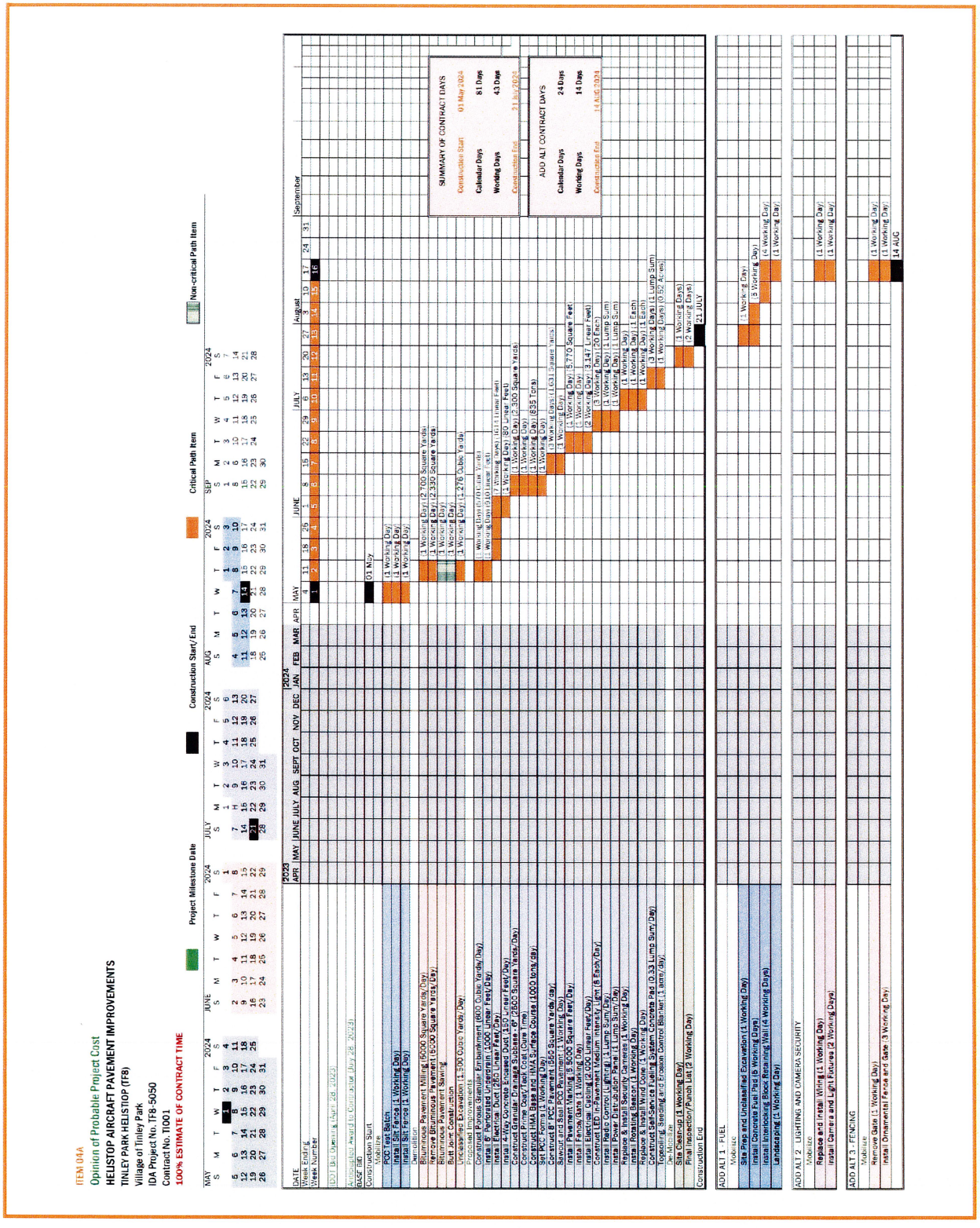
ATTACHMENT S (Continued)

SEFC PREQUALIFICATIONS FOR PRIMERA ENGINEERS, LTD.

CATEGORY	STATUS
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Electrical Engineering	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Special Services - Mechanical	X
Special Services - Architecture	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Freeways	X
Special Services - Sanitary	X
Special Studies - Safety	X
Special Studies - Feasibility	X
Special Plans - Pumping Stations	X
Special Services - Public Involvement	X
Structures - Moveable	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Airports - Master Planning/Airport Layout Plans (ALP)	X
Airports - Construction Inspection	X
Airports - Design	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Complex	X
Structures - Highway: Complex	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
OPINION OF PROBABLE CONSTRUCTION DURATION



ATTACHMENT U
RETAINER AGREEMENT

(Attached)

AGREEMENT FOR ENGINEERING SERVICES (RETAINER)

Between

VILLAGE OF TINLEY PARK, ILLINOIS

and

PRIMERA ENGINEERS, LTD.

THIS AGREEMENT, made at Tinley Park, Illinois, this fourteenth day of July, in the year 2022, by and between the Village of Tinley Park, an Illinois home-rule municipality, (hereinafter referred to as the "Owner" or "Aviation Sponsor") and Primera Engineers, LTD. (hereinafter referred to as the "Engineer" or "Consultant").

W I T N E S S E T H:

WHEREAS, the Owner intends to develop an improvement program, in stages, for the public air navigation facility known as the Tinley Park Helistop (TH8), located at Latitude N 41° 33.55', Longitude W 87° 48.35', in Cook County, State of Illinois, and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program, and

WHEREAS, this Agreement shall expire on the fourteenth day of July, 2027, unless otherwise terminated earlier in accordance with the provisions of this Agreement, and

WHEREAS, the development program shall be described as:

1. Construct Helistop Aircraft Pavement Improvements, Planning and Special Services Phase (CatEx), Design Phase, and Construction Phase Services,

2. Prepare FAA/IDOA AIP Grant and TIPs applications, Obstruction Evaluations, and SWPPP and related operations plans updates, as requested, and

WHEREAS, the State of Illinois, Department of Transportation, Office of Intermodal Project Implementation, Division of Aeronautics is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "IDOT-OIPI-Aeronautics"), and

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED**, as follows:

I. ENGINEERING SERVICES

A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the Chicago metropolitan area ("Professional Standard of Care"), applicable legal standards and State of Illinois IDOT-OIPI-Division of Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner currently lacks funding for many or all of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with any or all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.

B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a Standard Agreement for Consultant Services at Illinois Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary Assessment & Schematic Design (if used), Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions for a specific project within thirty (30) calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions for a specific project is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.

B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges based upon the Consultant's then-current Basis of Payment for Consulting Services, as revised by the Engineer from time-to-time, but only after prior written acceptance of the proposed charges by the Owner and only for those tasks performed, which are not made necessary due to the fault or error of the Engineer.

C. The Owner by a written fifteen (15) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the Engineer to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this Agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

A. It is further mutually agreed by the parties hereto that upon completion of the services and payment of all money due to the Engineer, all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the Agreement shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Owner. The Owner shall not reuse or make any modifications to the documents prepared by the Engineer for any purpose other than the services originally intended, without the prior written authorization of the Engineer. If any information is used or modified by the Owner or another engineer without the Engineer's prior written authorization, such use, reuse, or modification by the Owner or others shall be at its sole risk and without liability or legal exposure to the Engineer. Notwithstanding the foregoing, the Engineer may retain one (1) copy of all documents prepared under this Agreement for archival purposes.

B. The Engineer shall proceed to furnish engineering services on any part of the above referenced development program, after the request has been made in writing by the Owner.

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

D. Unless otherwise terminated as provided herein, this Agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within five (5) years of the execution of this Agreement, whichever occurs first.

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

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

IV. SPECIAL PROVISIONS

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

B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.

C. During the performance of this Agreement, the Engineer, for itself, its assignees and successors in interest agrees as follows:

1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal 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 Agreement.

2. The Engineer, regarding the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

   a. Withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or

   b. Cancellation, termination, or suspension of this Agreement, in whole or in part.

6. The Engineer shall include the provisions of Paragraph IV. C., Subparagraphs 1 through 5, in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner, the IDOT-OIPI-Aeronautics, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

D. The Engineer 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. The DBE requirements of 49 CFR Part 23 apply to this Agreement. E. Except as otherwise provided in Section II, Paragraph C, the Owner may terminate this Agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Engineer. It is hereby understood and agreed that should this Agreement be terminated for the Owner's convenience or if the Owner's termination for the Engineer's default is later deemed to be a termination for the Owner's convenience, the Engineer shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Owner up to the day of notification of termination. The fee shall be equal to the sum of the actual number of person-hours of each category of work applied at a negotiated hourly rate (which shall include reasonable profit and overhead), plus any outside services approved by the participating agencies and accomplished prior to the notification.

E. The parties hereby certify that there was compliance with the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535, and Federal requirements included in 49 USC § 47107(a) (17) and 49 CFR § 18.36 as amended, and Federal Aviation Administration (FAA) AC 150/5100-14E (current at time of selection) and Order 5100.38D (current at time of selection), in the procurement of the services covered in this Agreement. The Engineer shall be responsible to pay for all labor, material and equipment costs incurred in connection with the work and for any and all damages to property or persons to the proportionate extent caused by the negligent performance of services under this Agreement and shall indemnify and hold harmless the Owner, (and/or the IDOT-OIPI-Aeronautics if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent caused 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 Engineer in any phase of the work under this Agreement, the correction of which may require additional field or office work, the Engineer 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 Owner (and/or the IDOT-OIPI-Aeronautics if applicable) provided the notification to the Engineer is made within one (1) year of the Owner's payment for the services at issue. The Engineer shall be responsible for any damages incurred to the extent caused by his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breeches the Professional Standard of Care. The Engineer shall not be responsible for any consequential damages of the Owner or the IDOT-OIPI-Aeronautics. Neither the Engineer, nor the Owner, nor the IDOT-OIPI-Aeronautics shall be obligated for the other parties' negligence or for the negligence of others.

F. Contemporaneous with Engineer's execution of this Agreement, Engineer shall provide to Owner a Certificate of Insurance evidencing insurance coverages and limits as reasonably required by Owner. The insurance shall name the Owner as an Additional Insured and shall provide that no cancellation shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Tinley Park, Illinois, on the date first stated herein.

ATTEST:

(SEAL)

OFFICIAL SEAL
NANCY M O'CONNOR
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/22/26

By: _____
Nancy M. O'Connor
Its Clerk

VILLAGE OF TINLEY PARK, ILLINOIS
(Owner/Airport Sponsor)
F.E.I.N. _____
(Federal Employee's Identification Number)

By: _____
John Urbanski
Its Director of Public Works

ATTEST:

(SEAL)

PRIMERA ENGINEERS, LTD.
(Engineer/Consultant)
Illinois Human Rights Number 115012-00
F.E.I.N. 36-3520747
(Federal Employee's Identification Number)

By: _____
Melissa Clark
Its Controller

By: _____
Erin M. Inman
Its President and Secretary

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19 day of July, 2022, before me appeared John Urbanski, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Director of Public Works of the Village of Tinley Park, Illinois, and Nancy M. O'Connor, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Clerk of the Village of Tinley Park, Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of the said Village, and that said instrument was signed and sealed on behalf of said Village by authority of its Board of Trustees, and said Director of Public Works and Clerk acknowledged said instrument to be the free act and deed of the Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

OFFICIAL SEAL
LAURA J GODETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/14/23

Laura J Godette
Notary Public

My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of August, 2022, before me appeared Erin Inman, to me personally known, who, being by me duly sworn (or affirmed) did say that she is the President and Secretary of Primera Engineers, LTD., and Melissa Clark, to me personally known, who, being by me duly sworn (or affirmed) to me personally known, did say that she is the Controller of Primera Engineers, LTD., and that the seal affixed to the foregoing instrument is the corporate seal of the said Primera Engineers, LTD., and that said instrument was signed and sealed on behalf of said Primera Engineers, LTD. by authority of its Board of Directors, and said President and Controller acknowledged said instrument to be the free act and deed of Primera Engineers, LTD.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

JEANETTE JORDAN
Official Seal
Notary Public - State of Illinois
My Commission Expires May 14, 2026

Notary Public

My Commission Expires:
5-14-26

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-134, "**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – CONSTRUCTION ENGINEERING SERVICES**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

_____
VILLAGE CLERK