

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

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

- Preliminary Assessment and Schematic Design       Construction Phase Services  
 Design Phase Services       Planning and Special Services

THIS AGREEMENT, made at Rochelle Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013  
by and between the City of Rochelle (hereinafter referred  
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the  
"Consultant"). This Agreement expires 5 years from the date of execution.

**WITNESSETH**

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a  
public air navigation facility known as the Rochelle Municipal Airport  
in Ogle County, state of Illinois; and the project shall be identified as the  
Illinois Project No. RPJ- and AIP Project No. SBG Proj. No. 3-17-00 -B ;  
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):

**Construct Partial Parallel Taxiway**

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

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

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

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of  
the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue

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

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

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

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

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

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

### **A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN**

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

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

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

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

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

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

### **B. DESIGN PHASE SERVICES**

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

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

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

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

2. CLARIFICATION OF PLANS

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

3. BIDDING ASSISTANCE

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

**C. CONSTRUCTION PHASE SERVICES**

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

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

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

b. SUPPLEMENTARY SKETCHES

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

c. RECORD DRAWINGS

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

d. MATERIALS CERTIFICATION

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

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

## 2. FIELD ENGINEERING

### a. RESIDENT ENGINEER APPROVAL

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

### b. DAILY DIARY

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

### c. DUTIES OF RESIDENT ENGINEER

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

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
  - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
  - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. **FINAL INSPECTION**  
Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. **SAFEGUARD THE SPONSOR**  
Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. **OTHER ENGINEERING SERVICES**  
Furnish other Engineering Services which may be required by the Sponsor, including surveys. Sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant.

Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. **FINAL QUANTITIES**

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

**D. PLANNING AND SPECIAL SERVICES**

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

**E. ENDORSEMENT OF DOCUMENTS**

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

**F. DELIVERABLES**

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

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

**G. NOTICE-TO-PROCEED (NTP)**

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

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department’s Office of Planning and Programming, indicating the project’s inclusion in the state program and the estimated

funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

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

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

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

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

1. Prepare Construction Plans and Specifications for letting by the Illinois Department of Transportation (IDOT) in accordance with the requirements stated herein and the project description contained within this document, for a single IDOT letting. Additional lettings shall require additional scope and budget.
2. Project will include:
  - the construction of a partial parallel taxiway west of the easting ramp and terminating at a crossover taxiway located approximately one-half the distance to the existing turnaround on Runway End 7,
  - installation of taxiway edge lighting system;
  - installation of ducts determined through design,
  - installation of cabling determined through design,
  - reuse of existing electrical equipment determined practical through design,
  - installation of taxi guidance signage,
3. Conduct an onsite observation of the existing conditions to assess the interface of existing and new electrical infrastructure and drainage features.
4. Prepare a Categorical Exclusion Checklist to meet the requirement National Environmental Protection Act (NEPA) requirements for the project, as directed.
5. Attendance of a predesign meeting with the State and Sponsor.
6. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.
7. Coordinate permitting with City of Rochelle.
8. Assist the Airport as its Resident Project Representative in accordance with the requirements stated herein.

## II. CONSULTANT COMPENSATION

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

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

### A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

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

1. a lump sum payment of \$ 18,317.55  
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

### B. DESIGN PHASE SERVICES

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

1. a cost plus a fixed payment of \$ 4,265.11  
total amount not to exceed \$ 33,679.65  
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ N/A  
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.



### **III. SPECIAL CONDITIONS**

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

#### **A. TERMINATION**

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

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

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

#### **B. CHANGE IN CONSTRUCTION PLANS**

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

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

#### **C. HOLD HARMLESS**

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify

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

#### **D. DRAWING OWNERSHIP**

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

#### **E. CONTRACT FOR OUTSIDE SERVICES**

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

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

#### **G. SUBLET AGREEMENT**

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

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

#### **H. AGREEMENT EXPIRES**

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

## I. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

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

#### **J. OPEN ACCESS TO DOCUMENTS**

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

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

#### **K. CERTIFICATION OF CAPACITY TO CONTRACT**

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

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

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

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the

aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

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

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

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

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

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

**L. THE CONSULTANT SELECTION**

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

The City of Rochelle hereby certifies that it  
(Sponsor)

has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. of Springfield, IL has  
(Consultant) (Location)

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

August 18, 2008

(Date)

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

**M. AMENDMENTS TO THE AGREEMENT**

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

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Sign Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

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

**N. CERTIFICATION OF CONSULTANT**

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the \_\_\_\_\_ **Secretary** \_\_\_\_\_ (title) and duly authorized representative of the firm \_\_\_\_\_ **Hanson Professional Services Inc.** \_\_\_\_\_ whose address is 1525 South Sixth Street, Springfield, Illinois and that neither I nor the above firm I here represent has:

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

or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

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

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

\_\_\_\_\_ Date

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

**John P. Coombe**

\_\_\_\_\_ Print Name

**Secretary**

\_\_\_\_\_ Title

**O. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844717

This firm is doing business as a (please check one):

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

X  Corporation"



**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 #91932-00.

**V. EDUCATIONAL LOAN DEFAULT**

(5 ILCS 385).

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

**W. DRUG FREE WORKPLACE**

(30 ILCS 580).

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

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
  - a. Publish a statement:
    - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
    - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
    - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
      - 1) abide by the terms of the statement; and
      - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  - b. Establish a drug free awareness program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the Consultant policy of maintaining a drug free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. the penalties that may be imposed upon employees for drug violations.

- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

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

**X. CAPACITY TO CONTRACT**

(Public Act 90-0572)

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

**CERTIFICATION OF CAPACITY TO CONTRACT**

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

(Corporation)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, AD, 2012

**Hanson Professional Services Inc.**  
Corporation

\_\_\_\_\_  
BY **John P. Coombe, Secretary**  
Printed Name & Title

\_\_\_\_\_  
BY **Jeffery T. Ball, Sr. Vice President**  
Printed Name & Title

**CERTIFICATION OF CAPACITY TO CONTRACT**

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

(Partnerships and Non-Corporate Firms and Associations)

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

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

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

BY \_\_\_\_\_

BY \_\_\_\_\_

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

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

d/b/a \_\_\_\_\_  
(Name)



**Y. CERTIFICATION REGARDING LOBBYING**

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

**Z. INTERNATIONAL BOYCOTT**

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

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

**AA. NON-APPROPRIATION CLAUSE**

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

**BB. DEBT CERTIFICATION**

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

the State during the term of the contract.

**CC. GOODS FROM CHILD LABOR ACT**

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

**DD. QUALIFICATION BASED SELECTION ACT**

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

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

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

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

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

**FF. RIGHTS TO INVENTIONS**

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

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

**GG. TRADE RESTRICTION CLAUSE**

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

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

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

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

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

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

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

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

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

#### **HH. BREACH OF CONTRACT TERMS**

(Reference: 49 CFR Part 18.36)

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



## LIST OF ATTACHMENTS

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

**ATTACHMENT A**

**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>4,457.58</u>	(ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	<u>7,437.03</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging <sup>2,3</sup>	<u>0.00</u>	
Meals/Per Diem <sup>2,3</sup>	<u>0.00</u>	
Transportation <sup>2</sup>	<u>199.80</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>50.00</u>	
CADD time <sup>4</sup>	<u>360.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment</u> <sup>5</sup>	<u>1,813.14</u>	
5. <u>Outside Services</u>	<u>4,000.00</u>	
Lump Sum <b>Total Amount Not to Exceed</b>	<u><b>18,317.55</b></u>	

Estimated cost of total professional design phase services from TIP: \$ **52,000.00**

NOTES:

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

**ATTACHMENT A-1**

**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<b>Classification*</b>	<b>Hours</b>	<b>\$Rate/Hour</b>	<b>Cost (\$)</b>
Principal			
Vice Principal			
Project Manager	<b>22</b>	<b>57.59</b>	<b>1,266.98</b>
Senior Project Engineer			
Senior Project Architect			
Project Engineer	<b>38</b>	<b>42.67</b>	<b>1,621.46</b>
Project Architect			
Senior Engineer			
Senior Architect			
Engineer	<b>40</b>	<b>31.55</b>	<b>1,262.00</b>
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	<b>8</b>	<b>32.38</b>	<b>259.04</b>
Engineering Technician	<b>0</b>	<b>25.04</b>	<b>0.00</b>
Engineering Assistant			
CADD/Draftsman/Technician	<b>0</b>	<b>25.04</b>	<b>0.00</b>
Clerical	<b>2</b>	<b>24.05</b>	<b>48.10</b>
<b>Total</b>	<b>110</b> (hours)	<b>40.52</b> (average)	<b>4,457.58</b> (total direct salary costs) (ATTACHMENT A)

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

**ATTACHMENT B**

**DESIGN PHASE SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>10,283.22</u>	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	<u>17,156.52</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging <sup>2,3</sup>	<u>0.00</u>	
Meals/Per Diem <sup>2,3</sup>	<u>0.00</u>	
Transportation <sup>2</sup>	<u>199.80</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>50.00</u>	
CADD time <sup>4</sup>	<u>1,725.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment</u> <sup>5</sup>	<u>4,265.11</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
	<b>Cost Plus Fixed Payment</b>	
	<b>Total Amount Not to Exceed</b>	<u>33,679.65</u>
OR		
	<b>Lump Sum</b>	
	<b>Total Amount Not to Exceed</b>	<u>N/A</u>

Estimated Construction Cost: \$ 560,000 (ATTACHMENT T)

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

NOTES:

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

**ATTACHMENT B-1**

**DESIGN PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager	<b>20</b>	<b>57.59</b>	<b>1,151.80</b>
Senior Project Engineer			
Senior Project Architect			
Project Engineer	<b>72</b>	<b>42.67</b>	<b>3,072.24</b>
Project Architect			
Senior Engineer			
Senior Architect			
Engineer	<b>92</b>	<b>31.55</b>	<b>2,902.60</b>
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	<b>96</b>	<b>32.38</b>	<b>3,108.48</b>
Engineering Technician	<b>0</b>	<b>25.04</b>	<b>0.00</b>
Engineering Assistant			
CADD/Draftsman/Technician	<b>0</b>	<b>25.04</b>	<b>0.00</b>
Clerical	<b>2</b>	<b>24.05</b>	<b>48.10</b>
<b>Total</b>	<b>282</b> (hours)	<b>36.47</b> (average)	<b>10,283.22</b> (total direct salary costs) (ATTACHMENT B)

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

**ATTACHMENT C**

**CONSTRUCTION PHASE SERVICES**

**ESTIMATE OF COSTS**

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

Estimated Number of Calendar Days:     N/A    

Estimated Days of On-Site Resident Engineer Services:     N/A    

**NOTES:**

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

**ATTACHMENT C-1**

**CONSTRUCTION PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	<b>57.59</b>	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	<b>42.67</b>	_____
Resident Engineer	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	<b>31.55</b>	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	<b>32.38</b>	_____
Engineering Technician	_____	<b>25.04</b>	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	<b>25.04</b>	_____
Clerical	_____	<b>24.05</b>	_____
<b>Total</b>	_____	_____	_____
	(hours)	(average)	(total direct salary costs) (ATTACHMENT C)

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

**ATTACHMENT D**

**PLANNING AND SPECIAL SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>3,814.76</u>	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	<u>6,364.55</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging <sup>2,3</sup>	<u>0.00</u>	
Meals/Per Diem <sup>2,3</sup>	<u>0.00</u>	
Transportation <sup>2</sup>	<u>0.00</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>60.00</u>	
CADD time <sup>4</sup>	<u>270.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment</u> <sup>5</sup>	<u>1,523.85</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
	<b>Cost Plus Fixed Payment</b>	
	<b>Total Amount Not to Exceed</b>	<u>12,033.15</u>
OR		
	<b>Lump Sum</b>	
	<b>Total Amount Not to Exceed</b>	<u>N/A</u>

NOTES:

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

**ATTACHMENT D-1**

**PLANNING AND SPECIAL SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager	<b>8</b>	<b>57.59</b>	<b>460.72</b>
Senior Project Engineer			
Senior Project Architect			
Project Engineer	<b>40</b>	<b>42.67</b>	<b>1,706.80</b>
Project Architect			
Senior Engineer			
Senior Architect			
Engineer	<b>44</b>	<b>31.55</b>	<b>1,388.20</b>
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	<b>8</b>	<b>32.38</b>	<b>259.04</b>
Engineering Technician	<b>0</b>	<b>25.04</b>	<b>0.00</b>
Engineering Assistant			
CADD/Draftsman/Technician	<b>0</b>	<b>25.04</b>	<b>0.00</b>
Clerical	<b>0</b>	<b>24.05</b>	<b>0.00</b>
<b>Total</b>	<b>100</b> (hours)	<b>38.15</b> (average)	<b>3,814.76</b> (total direct salary costs) (ATTACHMENT D)

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

## ATTACHMENT E

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

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

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



**ATTACHMENT G**

**COST PLUS FIXED PAYMENT INVOICE (Standard Format)**

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

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

Attn: \_\_\_\_\_, Section Chief

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

**Services (Check only those services pertaining to invoice):**

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

**Service Dates:** For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

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

TOTAL AMOUNT EARNED TO DATE: (5) + (6) \_\_\_\_\_ \$ \_\_\_\_\_  
Maximum Payable (per Engineering Agreement) \_\_\_\_\_ \$ \_\_\_\_\_  
Estimated total cost to complete project (for billings after 50%) \_\_\_\_\_ \$ \_\_\_\_\_  
Less Total Amount(s) Previously Invoiced \_\_\_\_\_ \$ \_\_\_\_\_  
**PAYMENT DUE THIS INVOICE** \_\_\_\_\_ \$ \_\_\_\_\_

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

By: \_\_\_\_\_  
Printed Name and Title

Department Approval  
By: \_\_\_\_\_  
Printed Name and Title

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

**ATTACHMENT H**

**LUMP SUM INVOICE (Standard Format)**

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

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

Attn: \_\_\_\_\_, Section Chief

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

**Services (Check only those services pertaining to invoice):**

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

**Service Dates:**

For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Printed Name and Title

Department Approval

By: \_\_\_\_\_  
Printed Name and Title

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



**ATTACHMENT J**

**TESTING SCHEDULE**

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

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

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



**ATTACHMENT L (Optional)**

**SUMMARY OF PAYROLL BURDEN AND FIXED COSTS**

	<u><b>% of Direct Productive Payroll</b></u>
Federal Insurance Contributions Act (FICA)	12.67
State and Federal Unemployment Compensation	1.03
Worker's Compensation Insurance	0.65
Paid Holidays, Vacation, Sick Leave, and Jury Duty	19.39
Severance Pay	0.35
Incentive Compensation	6.79
Stock Purchase Discount	0.32
Pension and Retirement Benefits	12.22
Employee Group Insurance	<u>20.00</u>
<b>Total Payroll Burden and Fringe Benefit Costs</b>	<b>73.42</b>

NOTE:

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

**ATTACHMENT M (Required)**

**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

	<b>% of Direct Productive Payroll</b>
Indirect salaries	55.43
Occupancy expenses – rent, utilities, and maintenance	11.84
Business insurance	2.79
Depreciation – furniture, fixtures, and building	2.82
Reproduction and printing costs	0.16
Office supplies and postage	1.48
Telephone	1.10
Computer costs	5.59
Professional services including specialists, legal, auditing, etc.	0.68
Employees travel expenses	1.27
Services and consultant fees	1.19
Training and educational non-salary expenses (professional development)	2.16
Fees, licenses, dues, publications (technical and professional)	1.61
Equipment rental	0.77
Taxes except Federal Income Tax	2.19
Facilities capital cost of money	0.82
Recruiting and relocating expense	0.50
Miscellaneous Expense	1.02
<b>General and Administrative Overhead Expenses</b>	<b>93.42</b>
<b>TOTAL OVERHEAD (Sum of Attachment L + Attachment M Values)</b>	<b>166.84</b>

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

**ATTACHMENT N**

**PROJECT CERTIFICATION**

Airport: \_\_\_\_\_ Letting Date: \_\_\_\_\_  
IL Project No.: \_\_\_\_\_  
Federal Project No.: \_\_\_\_\_  
Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

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

Date \_\_\_\_\_ By: \_\_\_\_\_  
Design Engineer (Consultant)

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Project Engineer (Consultant)

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Department Design Engineer

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Engineer of Design

**ATTACHMENT O**

**DBE FINAL DOCUMENTATION**



**Prime Consultant**

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

**Subject**

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

**DBE Subconsultant**

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

**Contract Amounts**

Consultant Contract Amount \_\_\_\_\_  
 DBE Contract Amount \_\_\_\_\_  
 DBE Participation (%) \_\_\_\_\_

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

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

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

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

**Prime Consultant**

**DBE Subconsultant**

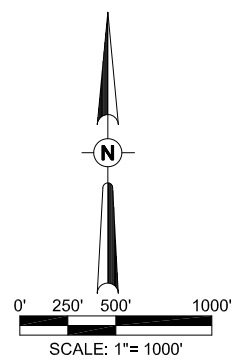
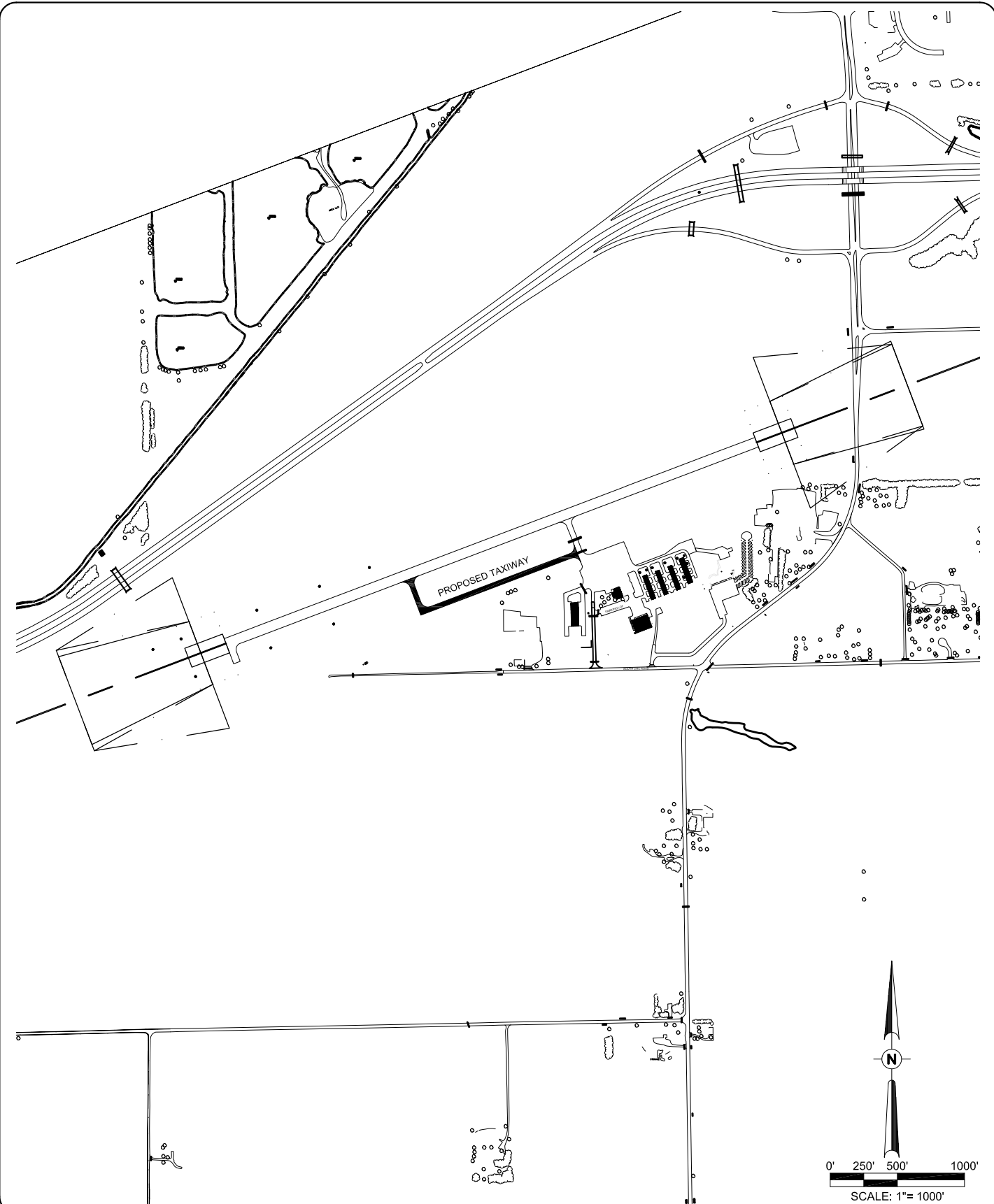
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 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date

**ATTACHMENT P**

**PROJECT SKETCH**

FEB 05, 2013 10:48 AM WALLE00723  
 pw:\spi-svr306\hanson.com\Hanson Projects\Documents\10\Jobs\10A0139\10A0139D\CAD\Airport\Sheet\G-001-AttachmentP



TAXIWAY

ATTACHMENTP



Hanson Professional Services Inc.  
 1525 South Sixth Street  
 Springfield, Illinois 62703-2886  
 Offices Nationwide

Hanson Project No. 12A0172  
 Filename C-001-ATTP  
 Scale 1:1000  
 Date 02/05/13

LAYOUT	RAW	02/05/13
DRAWN	RAW	02/05/13
REVIEWED	RAW	02/05/13

ROCHELLE MUNICIPAL AIRPORT  
 MAJOR THOMAS F. KORITZ FIELD  
 ROCHELLE, ILLINOIS

IL. PROJ.: RPJ-XXXX

A.I.P. PROJ.: 3-17-0087-BXX

**ATTACHMENT Q**

**PROJECT LETTING SCHEDULE**

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS  
2014 LETTING SCHEDULE WITH ASSOCIATED DATES**

22 week design timeline (154 calendar days)

START (0%)	CONSULTANT EFFORT LEVEL					Internal IDOT Deadlines										
	35%	80%	100%	Approved Final Plans and Specifications to IDA	8 weeks	Recommendation Memo	7 weeks	Transfer Bid Documents for Publication	6 weeks	Service Bulletin	5 weeks	IDOT Letting Date	Award	8 weeks	Start to Work	10 weeks
PreDesign Meeting Target Date 30 weeks	Engineering Report to IDA for Comments 22 weeks	Sealed Plans and Specifications to IDA for Comments 12 weeks	100%	Approved Final Plans and Specifications to IDA 8 weeks	26-Apr-2013	26-Apr-2013	03-May-2013	10-May-2013	14-Jun-2013	14-Jun-2013	09-Aug-2013	23-Aug-2013	09-Aug-2013	23-Aug-2013	23-Aug-2013	23-Aug-2013
16-Nov-2012	11-Jan-2013	22-Mar-2013	19-Apr-2013	19-Apr-2013	14-Jun-2013	14-Jun-2013	21-Jun-2013	28-Jun-2013	02-Aug-2013	02-Aug-2013	27-Sep-2013	11-Oct-2013	27-Sep-2013	11-Oct-2013	11-Oct-2013	11-Oct-2013
04-Jan-2013	01-Mar-2013	10-May-2013	07-Jun-2013	07-Jun-2013	02-Aug-2013	02-Aug-2013	09-Aug-2013	16-Aug-2013	20-Sep-2013	20-Sep-2013	15-Nov-2013	01-May-2014	15-Nov-2013	01-May-2014	01-May-2014	01-May-2014
22-Feb-2013	19-Apr-2013	28-Jun-2013	26-Jul-2013	26-Jul-2013	20-Sep-2013	20-Sep-2013	27-Sep-2013	04-Oct-2013	08-Nov-2013	08-Nov-2013	03-Jan-2014	01-May-2014	03-Jan-2014	01-May-2014	01-May-2014	01-May-2014
12-Apr-2013	07-Jun-2013	16-Aug-2013	13-Sep-2013	13-Sep-2013	22-Nov-2013	22-Nov-2013	29-Nov-2013	06-Dec-2013	17-Jan-2014	17-Jan-2014	14-Mar-2014	01-May-2014	14-Mar-2014	01-May-2014	01-May-2014	01-May-2014
14-Jun-2013	09-Aug-2013	18-Oct-2013	15-Nov-2013	15-Nov-2013	17-Jan-2014	17-Jan-2014	24-Jan-2014	31-Jan-2014	07-Mar-2014	07-Mar-2014	20-Jun-2014	16-May-2014	20-Jun-2014	16-May-2014	16-May-2014	16-May-2014
09-Aug-2013	04-Oct-2013	13-Dec-2013	10-Jan-2014	10-Jan-2014	25-Apr-2014	25-Apr-2014	02-May-2014	09-May-2014	07-May-2014	07-May-2014	08-Aug-2014	22-Aug-2014	08-Aug-2014	22-Aug-2014	22-Aug-2014	22-Aug-2014
27-Sep-2013	22-Nov-2013	31-Jan-2014	28-Feb-2014	28-Feb-2014	13-Jun-2014	13-Jun-2014	20-Jun-2014	27-Jun-2014	01-Aug-2014	01-Aug-2014	26-Sep-2014	10-Oct-2014	26-Sep-2014	10-Oct-2014	10-Oct-2014	10-Oct-2014
15-Nov-2013	10-Jan-2014	21-Mar-2014	18-Apr-2014	18-Apr-2014	01-Aug-2014	01-Aug-2014	08-Aug-2014	15-Aug-2014	19-Sep-2014	19-Sep-2014	14-Nov-2014	01-May-2015	14-Nov-2014	01-May-2015	01-May-2015	01-May-2015
03-Jan-2014	28-Feb-2014	09-May-2014	06-Jun-2014	06-Jun-2014												
21-Feb-2014	18-Apr-2014	27-Jun-2014	25-Jul-2014	25-Jul-2014												

**ATTACHMENT R**

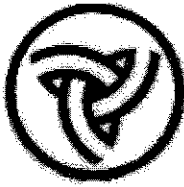
**OP&P PROGRAM LETTER**

PROPOSED FY-2013 STATE - LOCAL AIRPORT IMPROVEMENT PROGRAM

Airport	Airport Contact Information	Sponsor Project Priority	Project Description	State	Local	Total	Notes / Comments
Cairo	(618) 734-0600 Donald Childers	1	Rehabilitate Entrance Road and Parking Lot	\$162,000	\$18,000	\$180,000	
Centralia	(618) 533-1643 Rodney Resch	1	Rehabilitate terminal building and maintenance hangar parking lots	\$303,300	\$33,700	\$337,000	
Champaign	(217) 244-8689 Stephen Wanzek	1	Rehabilitate Old Terminal parking lot and Fixed Based Operator parking lot	\$720,300	\$730,035	\$1,450,335	Mill 1/2" of existing pavement and overlay with 1.5-2" Bituminous Surface Course; remove existing entrance road and widen existing exit road to accommodate entrance/exit; rehabilitate ring road at Old Terminal. Project is #1 priority and is necessary for the new \$8 million ATCT project, cost sharing is non-standard due to ATCT funds.
Danville	(217) 442-4624 Robert J. Gagnon	1	T-Hangar Taxiway and Access Road Improvements - Phase 2	\$234,000	\$26,000	\$260,000	Continue rehabilitation of roadways and taxiways on the Airport.
Decatur	(217) 428-2423 Joe Atwood	1	Rehabilitate terminal building auto parking lot.	\$450,000	\$50,000	\$500,000	
Galesburg	(309) 342-3134 Larry Cox	1	Rehabilitate the existing access pavement from the apron to the Fixed Based Operator hangar	\$77,400	\$8,600	\$86,000	
Lawrenceville	(618) 943-5733 Kurtis Schwartz	1	Construct auto parking area to serve 2 community hangars	\$216,000	\$24,000	\$240,000	
Marion	(618) 993-3353 Douglas S. Kimmel	1	Construction of taxiway stub, apron, entrance road, parking lot, 3-Unit hangar, fence relocation, and utilities to accommodate airport development	\$813,930	\$203,482	\$1,017,412	
Mattoon	(217) 234-7120 Andrew J. Fearn	1	Rehabilitation of the frontage road, T-hangar access road & Aircraft Rescue and Fire Fighting (ARFF) entrance road.	\$171,000	\$19,000	\$190,000	Project would consist of pavement repairs, application of a Porous Friction Course, pavement marking, shoulder adjustment, seeding and mulching.
Moline	(309) 764-9621 Bruce Carter	1	South Ramp Expansion, Phase 1	\$466,500	\$155,500	\$622,000	IDOT has reduced scope and cost of this project to include only the south ramp expansion. Original project cost was \$1,945,000
Mt. Sterling	(217) 773-2513 Matthew Bradbury	1	Install an Automatic Weather Observation System (AWOS)-III.	\$140,400	\$15,600	\$156,000	
Pekin	(309) 348-3695 Lori Justus	1	Rehabilitate West Apron Phase II	\$252,000	\$28,000	\$280,000	Mill 2" of existing apron pavement and overlay with 1-1/2" Bituminous Surface Course and 5/8" Porous Friction Course, A portion of the West Ramp Project is second phase of rehabilitation of West Ramp. Ramp is currently the lowest Pavement Condition Index value on the Airfield.
Pecora - Mt. Hawley	(309) 693-2372 Jeff Wales	1	Rehabilitate T-Hangar Taxiways Phase 1	\$369,000	\$41,000	\$410,000	The T-Hangar Taxiways are exhibiting extensive deterioration due to loadings and age. The overlay is required to maintain these pavements in a serviceable condition. The tenants have identified this project as a priority. The Authority has made significant local investments in the rehabilitation of the T-Hangar buildings in the area of this proposed overlay.
Peru	(815) 223-8441 Chuck Studer	1	Entrance road & parking lot rehabilitation	\$248,656	\$27,628	\$276,284	
Rochelle	(815) 562-8619 Don Elliott	1	Construct partial parallel taxiway; grading and drainage, construct pavement, light, mark, seed, mulch.	\$630,000	\$70,000	\$700,000	
Romeoville	(815) 838-9497 Chris Lawson	1	Rehabilitate Airport Entrance Road	\$652,500	\$72,500	\$725,000	Road constructed in 1984 and is exhibiting longitudinal and transverse cracking, isolated failed sections and edge deterioration, due to traffic volumes.
Sparta	(618) 443-2002 Marvin L. Campbell	1	Construct 700' extension of the Taxiway Parallel to Runway 18/36 to complete the full length parallel of Runway 18/36.	\$270,000	\$30,000	\$300,000	This project is currently partially funded by Entitlements up to \$506,022. Total project cost is estimated to be \$800,000. State-Local funding would provide for the remainder of funding needed to proceed with this project. This extension will eliminate the back taxing of aircraft for takeoff and landing on Runway 18, thus increasing safety on the runway for all aircraft traffic.
Springfield	(217) 788-1060 Mark Hanna	1	Rehabilitate Charlie Ramp T-Hangar Taxiways	\$747,000	\$83,000	\$830,000	
Taylorville	(217) 824-9313 Bill Newberry	1	Construct 700' extension of the Taxiway Parallel to Runway 18/36 to complete the full length parallel of Runway 18/36.	\$360,000	\$40,000	\$400,000	This project is currently partially funded by Entitlement up to \$400,000. Total project cost is estimated to be \$800,000. State-Local funding would provide for the remainder of funding needed to proceed with this project. This extension will eliminate the back taxing of an aircraft for takeoff and landing on Runway 36, thus increasing safety on the runway for all aircraft traffic.
<b>19 Projects</b>				<b>\$7,283,986</b>	<b>\$1,676,045</b>	<b>\$8,960,031</b>	<b>Totals</b>

**ATTACHMENT S**

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



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 15, 2012

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

John Coombe  
HANSON PROFESSIONAL SERVICES INC.  
1525 S. Sixth St.  
Springfield, IL 62703

Dear John Coombe,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$80,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 166.84% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

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

Your firm is prequalified until December 31, 2012. 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,  
John Baranzelli  
Acting Bureau Chief  
Bureau of Design & Environment

**ATTACHMENT I**

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



**ATTACHMENT U**

**RETAINER AGREEMENT**

**AGREEMENT FOR ENGINEERING SERVICES  
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Rochelle, Illinois, this 18<sup>th</sup> day of August, 2008, by and between the City of Rochelle (hereinafter referred to as the "Owner"), as Party of the First Part, and Hanson Professional Services Inc. (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of a public air navigation facility known as the Rochelle Municipal Airport-Major Thomas F. Koritz Field, located in Latitude 41°53.58', Longitude 89°04.70', in Ogle County, State of Illinois; and

WHEREAS, the development program shall be described as:

1. Land acquisition-related services.
2. Obstruction removal of trees/powerlines, etc.
3. Overlaying, lighting, marking and grooving (when appropriate) of runways, taxiways, aprons and tie-down areas, roads, parking lots, including grading and drainage.
4. Extending, widening, constructing, lighting and marking of runways, taxiways and aprons, airport access roads and parking lots, T-hangar areas, runway safety areas, and primary surfaces, including grading, drainage, stabilized shoulders, and friction treatment.



5. Airport Planning, including obstruction surveys, updates, and revisions of the Airport Layout Plan (ALP), Master Plans, site and relocation assessments.
6. Construction of new runways, taxiways, and aprons.
7. Noise mitigation improvements.
8. Additional on-airport road relocation or road vacations.
9. Airport drainage studies; major drainage improvements, including possible relocation/restructuring of airport drainage ditches, as well as detention/retention ponds.
10. Fencing projects.
11. Relocation and/or design of NAVAIDS and related components.
12. Installation or rehabilitation of airport lighting, including electrical vault improvements.
13. Prepare airport-related Environmental Assessments.
14. Preparation of project pre-applications and Transportation Improvement Program (TIP) sheets.
15. Appraisal and easement/survey plat preparation.
16. Assistance with the acquisition or maintenance of snow removal equipment, including equipment storage.
17. Assistance with the acquisition or maintenance of aircraft rescue and firefighting equipment/vehicles, including vehicle storage.



18. Design and construction of all on-airport buildings (terminal/administrative, hangars, SRE, ARFF, maintenance, NAVAID, electrical, including site development).
19. Extension of municipal utilities to airport development areas.
20. Airport hazard zoning.
21. Wetland delineation/investigation, including preparation of mitigation plans and permits.
22. Design and construction for any airfield signage compliance requirements.
23. Storm water runoff permits and control plans.
24. Utility line installations, burials, and relocations.
25. Exhibit "A" (property line surveys, updates, and revisions to the plan).
26. Development of Geographic Information System (GIS) databases, documents, and inventories.

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

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



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

***I. ENGINEERING SERVICES***

The Engineer agrees to furnish and perform the various professional engineering services, upon request, for the preparation of the above-referenced development program as follows:

A. The Planning Phase:

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance, and assistance in planning for the Scope of Work covered by the Agreement.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the Scope of Work covered by this Agreement.
3. Furnish to the Division and the Owner the required number of sets of completed and approved documents referenced in Paragraph 2 above.
4. Render clarification of any of the items provided under Paragraph 2 above, when and if such clarification is deemed necessary.

B. The Preliminary Phase:

1. Office Engineering:



- a. Provide the Owner, when requested, all elements required for the Application for Federal Assistance, ready for the signatures of the Owner and submittal to the Division.
- b. Preparation of elementary sketches and supplementary sketches required to achieve State and/or Federal budgeting.

C. The Design Phase

1. Upon completion of the programming and budgeting of all or any part of the Scope of Work covered by this Agreement, the parties hereto agree to negotiate and execute an Agreement for Engineering Services 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, Design, Special Services, and Construction Phases of the specific project.

## ***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, based on an approved Engineering Agreement.
- B. The Owner, by a written thirty (30) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the other party to fulfill his Agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this Agreement whether completed on in process.



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

### ***III. SPECIAL CONDITIONS***

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the Scope of Work under the terms heretofore provided in this Agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators, and assigns to the other part of this Agreement and to the partners, successors, executors, administrators, and assigns for such other party at all covenants of this Agreement.
- D. This Agreement expires upon final approval and acceptance of the completed project(s) covered by the Scope of Work.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized



representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific grant program for the purposes of making audit, examination, excerpts, and transcriptions.

#### ***IV. SPECIAL PROVISIONS***

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same.
  
- B. During the performance of this contract, the Engineer, for itself, its assignees, and 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 contract.
  
  - 2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  
  - 3. In all solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or



leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract 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 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 contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved 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.

- C. The Engineer agrees to ensure that minority business enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rochelle, Illinois, this 18<sup>th</sup> day of August, 2008.

ATTEST:  
(SEAL)

CITY OF ROCHELLE

BY: Ken Alberts

BY: Bruce W. King

TITLE: City Manager

TITLE: City Clerk

ATTEST:  
(SEAL)

HANSON PROFESSIONAL SERVICES INC.

BY: [Signature]

BY: [Signature]

TITLE: Secretary

TITLE: SR. Vice President

71634-00-0  
Illinois Human Rights Number

37-0844717  
Federal Employer's Identification Number  
(F.E.I.N.)

