

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Rochelle, Illinois, this _____ day of _____, 2013, by and between the City of Rochelle, Illinois (hereinafter referred to as the "Owner"), as Party of the First Part, and Hanson Professional Services Inc. (hereinafter referred to as the "Consultant"), 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 (hereafter referred to as "Airport"), located in Latitude 41°53'34", Longitude 89°04'42", in Ogle County, State of Illinois; and

WHEREAS, the development program shall be described as:

The Owner has selected the Consultant for the purposes of providing professional consulting services associated with the following items. It is the intent of the Owner to enter into a Retainer Contract with the Consultant during the period of time that these projects are to be undertaken, or for a period five (5) years from the date of execution.

1. Construct Taxiway A/A3;
2. Construct Access Taxiway to Hangar Development;
3. Construct Taxiway A/A6;
4. Land Acquisition for Airspace Protection and Airport Expansion;
5. Reconstruct/Rehabilitate Existing Aircraft Ramp
6. Rehabilitate and/or perform pavement maintenance to Runway 7-25,
7. Environmental Assessment to Extend and Widen Runway 7-25,
8. Extend and Widen Runway 7-25;
9. Construct Taxiway A; and

10. Provide General Administrative and Document Maintenance Assistance including:

- a. Provision of airport planning services, including Airport Layout Plan (ALP) and Master Plan redline updates, and/or revisions – as needed; and obstruction surveys for approach development when required.
- b. Preparation of airport project related National Environmental Protection Act (NEPA) documents including, but not limited to, documentation of the associated wetland delineations/investigation; preparation of environmental mitigation plans and permits; and the evaluation of noise, water, air, agricultural, and historic preservation impacts.
- c. Development of Transportation Improvement Program (TIP) submittals and preliminary engineering of capital improvements.
- d. Maintenance of Exhibit “A” Property Line Maps (property line surveys, updates, and revisions to the plan, conversion to Geographic Information System (GIS) format), as needed.
- e. Preparation and submission of Storm Water Pollution Prevention (SWPP) and Spill Prevention, Control and Countermeasure (SPCC) Plans on behalf of the Airport, as needed.

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 “Department”);

WHEREAS, The Consultant agrees to furnish executed “Certification of Consultant” and certain professional consulting 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 COVENANTED AND AGREED as follows:

I. CONSULTING SERVICES

The Consultant agrees to furnish and perform the various professional 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 Consultant 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 Department 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. Work shall include preparation of elementary calculations and supplementary sketches and information required to achieve State and/or Federal funding.

C. The Design Phase

1. Upon completion of the Preliminary Phase 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 Consultant 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; and Land Acquisition services, where applicable.

D. Special Services

1. For work efforts not applicable to a Design or Construction project, and 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 Consultant 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 Special Services of the specific project.

II. CHARGES FOR CONSULTANT SERVICES

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, based on an approved Agreement for Consultant Services.
- B. The Owner, by a written thirty (30) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the other party to fulfill his Agreement obligations. Upon receipt of such notice, the Consultant 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 Consultant in performing this Agreement whether completed or in process.

If, after notice of termination for failure to fulfill Agreement obligations it is determined that the Consultant 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 Consultant shall proceed to furnish consulting 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 in the form of a Notice to Proceed.
- 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 Consultant agrees to conduct the services in compliance with all the requirements of Advisory Circular 150/5100-14D, or the most current version of the guidance at the time the work is completed.
- F. 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.
- G. The Consultant agrees that the Sponsor, the Department, the Federal Aviation Administration (hereafter referred to as "FAA"), 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 Consultant 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 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.

- B. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
1. The Consultant agrees to conduct the services in compliance with all the requirements of Advisory Circular 150/5100-14D, or the most current version of the guidance at the time the work is completed, 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 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 subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices.
 3. 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 subcontractor 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. 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 Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- C. The Consultant agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR, Part 26, 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 _____ day of _____, 2013.

ATTEST:
(SEAL)

CITY OF ROCHELLE, ILLINOIS

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

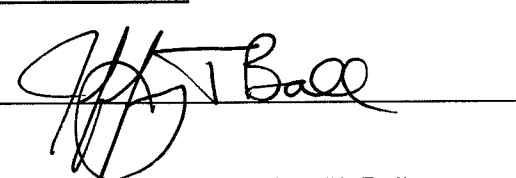
TITLE: _____

TITLE: _____

ATTEST:
(SEAL)

HANSON PROFESSIONAL SERVICES INC.

BY: 

BY: 

PRINTED NAME: John P. Coombe

PRINTED NAME: Jeffrey T. Ball

TITLE: Secretary/Executive Vice President

TITLE: Senior Vice President

91932-000
Illinois Human Rights Number

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