

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

**THIS AGREEMENT**, made at Rochelle, Illinois, this \_\_\_\_\_ day of

\_\_\_\_\_, in the year 2022 by and between the

City of Rochelle, Illinois

(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and

Hanson Professional Services Inc. (Hanson)

(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 Rochelle Municipal Airport – Koritz Field (hereafter referred to as "Airport"), in Ogle County, State of Illinois; and

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

**WHEREAS**, the development program shall be described as:

1. Perform Land Acquisition.
2. Replacement of both Precision Approach Path Indicator (PAPI) for Runway 7/25.
3. Rehabilitate Airport Entrance Road and Auto Parking Lot.
4. Rehabilitate Taxiways to Row E Hangars.
5. Rehabilitate South Ramp R/3.
6. Rehabilitate East T-Hangars Rows A to D.
7. Construct Partial Parallel Taxiway to the East.

**WHEREAS**, the Department of Transportation, Office of Intermodal Project Implementation-Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "Aeronautics");

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

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

**I. CONSULTING SERVICES**

- A. As an independent contractor, the Consultant agrees to furnish and perform various professional consulting services in accordance with the usual and customary standards for

such services in the local area, applicable legal standards and State of Illinois, Office of Intermodal Project Implementation-Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Consultant for some or all of these tasks during the term of this Agreement.

- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute an Agreement for Architectural, Engineering and Planning Services for Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Consultant not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable to the Consultant until the agreement on services and/or conditions is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, studies, and other work performed in anticipation of the parties' agreement and which was authorized by the Owner.

## **II. CHARGES FOR CONSULTING 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, as agreed to between the parties.
- B. For services of the Consultant provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Consultant will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Consultant.
- C. Either party 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 its agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) upon payment in full of all monies due to the Consultant, deliver to the Owner available 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 the Owner's 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 affected for the convenience of the Owner.

## **III. SPECIAL CONDITIONS**

- A. The Owner acknowledges the Consultant's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the Consultant under this Agreement are instruments of the Consultant's professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant.

The Consultant may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Consultant. The Owner agrees to waive any claim against the Consultant arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Consultant shall proceed to furnish consulting services on any part of the scope of work, only after the request for services has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Consultant agrees to conduct the services in compliance with 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 Consultant agrees that the Owner, Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

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

- A. No portion of the services may be subcontracted by Consultant without the prior consent of the Owner.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Consultant hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:
  - 1. The Consultant 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 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 procurement 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. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the 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 available information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the 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 procurement of material 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.
- D. The Consultant 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.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Consultant. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under paragraph II.C., above, the Owner will be obligated to compensate the Consultant its fee based on the amount of work accomplished up to the day of notification of termination, plus any outside services approved by the participating agencies and accomplished prior to the notification. Profit paid to the Consultant shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Consultant at the time of the stop work notice.
- F. 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; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and

FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rochelle ,  
Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ , **2022.**

**CITY OF ROCHELLE, ILLINOIS**

ATTEST:  
(SEAL)

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**36-6006075**

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

State of: **Illinois**

County of: **Ogle**

This instrument was acknowledged before me on \_\_\_\_\_ , **2022**, by

\_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**HANSON PROFESSIONAL SERVICES INC.**

ATTEST:  
(SEAL)

BY: Robert A. Waller

TITLE: Assistant Vice President

91932-00

Illinois Human Rights Number

BY: Dennis J. Hollahan

TITLE: Vice President

37-0844717

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

State of: **Illinois**

County of: **Sangamon**

This instrument was acknowledged before me on \_\_\_\_\_, **2022**, by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_