

November 8, 2021

Mr. Jeff Fiegenschuh
City Manager
City of Rochelle
420 North Sixth Street
P.O. Box 601
Rochelle, Illinois 61068

**RE: Proposal for Professional Engineering Services
 Fire Training Facility**

Dear Jeff,

Fehr Graham is pleased to provide you with this proposal for professional services associated with the above referenced project in the City of Rochelle.

Based on our ongoing discussions, it is our understanding that the city desires to construct a fire training facility. The project will include a pre-engineered building, minor interior office/classroom buildout, equipment storage and site improvements. The design team will include subconsultants Larson & Darby who will provide building design services (architectural/structural/mechanical/electrical/plumbing). The following details our anticipated Scope of Services to complete the project as described above:

SCOPE OF SERVICES

Task 1: Conceptual Design and Pricing Documents

Based on Fehr Graham's knowledge of the site, aerial imagery and readily available data, Fehr Graham will work with the City of Rochelle staff and Council in preparing a programmatic design document which will provide the foundation for the detailed design plans and specifications. Work associated with this phase includes:

- Defining/confirming the programmatic goals for the project such as:
 - Indoor/outdoor storage space requirements
 - Number and type of equipment planned to be stored indoors
 - Site circulation and access requirements
 - Fencing and access control
 - Specialized maintenance areas or other equipment
 - Office/classroom requirements including number and size of offices, common areas, locker rooms, showers, kitchen, classroom, storage areas, etc.
- Determine approved building materials, vendors, and building specifics.
- Prepare concept drawings, including floorplan and external renderings, for review with staff (up to three versions).
- Prepare estimate of cost based on concepts.
- Refine and finalize plan and concept drawings for Staff and/or Council review and approval.

Upon the conclusion of this task, the design team and the City of Rochelle will have an agreed upon conceptual design for the development of detailed plans, specifications and bid documents.

Task 2: Topographic Survey

Fehr Graham will complete a topographic survey of the subject site and will include the location of any existing buildings, utilities, pavements, or other visual improvements; establish one-foot contours, spot elevations where needed, and permanent benchmarks; and attempt to locate known below grade utilities based on JULIE design information.

Task 3: Prepare Plans, Specifications and Bidding Documents

Based on the collected topographic data, Fehr Graham will provide bid documents for the city's use for the construction of the proposed Fire Training Facility. This will include the development of plans, project specifications, bid documents and an estimate of cost for the 7,500+/- square foot pre-engineered building.

Deliverables include:

- Final Civil Site, Architectural and Mechanical, Electrical and Plumbing (MEP) Plans necessary to satisfy the permitting requirements, as well as facilitate construction through the preparation of:
 - Removal Plan
 - ◆ Will indicate the removal of existing pavement, buildings, and other items on the site that will need to be removed to facilitate the proposed building.
 - Site Grading and Drainage Plan
 - ◆ Overall site grading design indicating existing and proposed contour elevations, as well as proposed spot elevations.
 - Utility Plan
 - ◆ Alignments and details for wastewater and water services to serve building. For the purposes of this proposal, it is assumed that wastewater and water utilities are immediately adjacent to site and no offsite utility extensions are required.
 - ◆ General locations for electric, communication, and natural gas utilities.
 - Stormwater Management Plan and Detention Design
 - ◆ Site collection system for the stormwater generated by the building and associated pavement. This proposal assumes a detention facility will need to be designed as part of this project.
 - Building Plans
 - ◆ Overall building plans and specifications as necessary to facilitate construction of 7,500 SF pre-engineered building.
 - ◆ General storage area consisting of three (3) bays for truck/equipment storage and light maintenance.

- ◆ Interior/office buildout which may include office(s), cubicle(s), restroom(s), classroom with kitchenette.
- ◆ MEP design, details, and specifications.
- ◆ Foundation design, details, and specifications.
- Soil Erosion/Sedimentation Control Plan
 - ◆ Details and specifications relating to the work depicted in these drawings.
 - ◆ Preparation of NPDES permit and Stormwater Pollution Prevention Plan.
- Preparation of applicable city or local permits for work associated with the above-referenced drawings.

Upon the completion of this phase of work, a comprehensive bid package will be completed and ready for bid.

This phase of work includes some uncertainty and may be impacted by any substantial changes to the floorplan/programming during the initial task. Should changes occur impacting the design effort, the pricing for this phase will be impacted as well.

Task 4: Bidding/Contracting Services

Upon completion of the above-described Phase I services, Fehr Graham will advance the following bidding services:

- Prepare the completed bid documents, plans, and specification for bidding, including collecting necessary signatures and preparing the online bidding portal (Quest).
- Address potential bidders' questions and issue addendums, as necessary.
- Conduct pre-bid meeting and prepare meeting minutes.
- Facilitate public bid opening and review of bids.
- Prepare bid tabulation.
- Prepare recommendation of award to the City Council.

Task 5: Contract Management

Upon completion of the above-described task and upon the council's award to contractor, Fehr Graham will advance the following contract management services for the duration of the project:

- Prepare contract documents for the project including agreement, payment and performance bonds, and other required documents for city and contractor execution.
- Review and approve shop drawing submittals.
- Receive and address contractor Requests for Information (RFIs) and other inquiries.
- Collect required documentation including material certifications and certified payrolls.
- Review change orders and provide recommendations to city staff/council.
- Review pay estimates and provide recommendations to city staff/council.
- Upon substantial completion, prepare Punch List and provide to contractor.
- Complete final review and provide recommendation of final acceptance to city staff/council.

Task 6: Construction Observation

Fehr Graham will provide an Engineering Technician during the construction phase of the project. We recommend that observation and documentation services are performed during the completion of all underground construction activities to document improvements prior to backfilling. We also recommend full-time observation during critical concrete foundation, flatwork and HMA paving operations to ensure compliance with specifications and quality requirements. For the purposes of this proposal, it is assumed that all plumbing, electrical, framing, and other building permit related inspections are completed by others (city building inspector) and outside the scope of this proposal.

We estimate the project to be substantially complete within 16 weeks of notice to proceed with final closeout 4-6 weeks thereafter. This estimated schedule is dependent upon availability of materials and could be highly variable. Given this scope of services is directly impacted by contractor performance, we propose to complete this scope of work on a time and materials basis. For the purpose of this proposal, we estimate three weeks of full-time observation (40 hours per week) and thirteen weeks of limited (8 hours per week) construction observation for a total of 224 hours.

EXCLUSIONS

The following items are **not** included in the scope of services proposed here within:

- Public or private offsite water/sewer improvements
- Private utility locating and/or ground penetrating radar services
- Geotechnical studies (note: we anticipate the need for geotechnical information to design the building foundation. We recommend the city budget up to \$10,000 to complete this scope of work.)
- Phase I Environmental Site Assessments
- Exterior lighting design (exterior wall packs included in design)
- Interior design (colors, finishes, artwork, signage, etc.)
- FF&E design (furniture, fixtures and equipment)
- Design associated with specialized features not identified herein (dedicated welding bay, paint shop, mezzanine, geothermal heat, solar, etc.)
- Back-up generator design
- Permit fees
- As-built survey
- Construction staking
- Public meetings beyond project updates to City Council

Any of the above services can be performed as an additional cost to the project upon request or negotiated upon selection.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following lump sum fees:

Design Phase Services:

Task 1: Conceptual Design and Pricing Documents	\$12,500
Task 2: Topographic Survey (if needed)	\$ 2,200
Task 3: Prepare Plans, Specifications and Bidding Documents	\$52,000
Task 4: Bidding/Contracting Services	<u>\$ 4,000</u>
	\$70,700

Construction Phase Services:

Task 5: Contract Management	\$10,000
Task 6: Construction Observation	<u>\$25,000</u>
	\$35,000

Additionally, Rochelle should reserve funds for a geotechnical investigation to be advanced once the building location/position is determined. Fehr Graham will coordinate the geotechnical contractor, but the fee for said geotechnical investigation will be the responsibility of the city and is not included in the above fee schedule. We suggest the city budget an additional \$10,000 for this work.

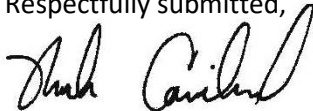
Payment for the services rendered will be requested via invoice prepared monthly.

Authorization

I trust that the information we have provided is in line with your expectations. If you would like us to proceed, please sign the enclosed Agreement for Professional Services and return to my attention. Feel free to keep a copy for your records.

Fehr Graham is willing to commit the necessary resources to the project in order to provide timely and competent solutions to assure the design moves forward. We are looking forward to working with you and your team on this project. In the interim, should you have any questions or modifications regarding this proposal, please feel free to contact me.

Respectfully submitted,



Noah Carmichael, PE
Principal

NJC:kmd

Enclosure: Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

Client Jeff Fiegenschuh
 City of Rochelle
 420 North Sixth Street
 P.O. Box 601
 Rochelle, IL 61068

815.561.2000

Description of Services:

City of Rochelle - Fire Training Facility

Fehr Graham will provide professional engineering services for the construction of a fire training facility in Rochelle, Illinois as outlined in the Proposal Letter dated November 8, 2021.

COST:

The total fixed fee for performing the above services is \$105,700. A detailed description of the fee is included in the proposal letter dated November 8, 2021.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Noah J. Carmichael

Title Principal

Date Proposed November 8, 2021

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.