

ENGINEERING AGREEMENT

FOR

**ROCHELLE MUNICIPAL UTILITIES
CITY OF ROCHELLE, ILLINOIS
WATER DIVISION**

**New Well #13 and Well Building
2025**



**WILLETT HOFMANN
& ASSOCIATES INC**

ENGINEERING ARCHITECTURE LAND SURVEYING

809 EAST 2ND STREET, DIXON, IL 61021-0367
T: 815-284-3381 DESIGN FIRM: #184-000918

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SECTION 1 – IDENTIFICATION OF THE PARTIES

THIS AGREEMENT made by and between the Rochelle Municipal Utilities, City of Rochelle, Ogle County, Illinois (hereinafter called the OWNER) and WILLETT, HOFMANN & ASSOCIATES, INC., CONSULTING ENGINEERS, 809 East 2nd Street, Dixon, Illinois, (hereinafter called the ENGINEER).

SECTION 2 – PROJECT SCOPE

- 2.1. Drill and develop a new Well #13 on a City owned parcel at the east end of Technology Parkway. Parcel #25-17-100-010.
- 2.2. Furnish and install a well pump and pitless adapter for the new Well #13.
- 2.3. Construct a new well building for Well #13 that will include well pump piping and metering room, chemical rooms for the addition of chlorine, fluoride, and phosphate, an electrical and control room, and sink, cabinets, and countertop for water testing.
- 2.4. Construct site improvements for the well building which will include site grading, sidewalk, access road, and landscaping.
- 2.5. Construct site piping to connect the new Well #13 to the existing water distribution system on Technology Parkway.

SECTION 3 - SERVICES OF THE ENGINEER

3.1 General

- 3.1.1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.
- 3.1.2. The ENGINEER will serve as the OWNER's professional representative in all phases of the Project and will give consultation and advice to the OWNER during the performance of his services.

3.2 Design Phase

During the design phase the ENGINEER will:

- 3.2.1. Provide the necessary engineering topographic surveys of the project sites.
- 3.2.2. Prepare detailed engineering construction drawings for the new well, well pump, well building, and site piping and improvements.
- 3.2.3. Prepare the Project Manual which will include the bidding and contract documents, the general and technical specifications, and the IEPA loan program requirements.

- 3.2.4. Prepare the Storm Water Pollution Prevention Plan for the construction site activities.
- 3.2.5. Prepare an opinion of probable cost estimate for the Project based on the completed drawings and specifications.
- 3.2.6. Perform geotechnical soil borings and prepare a geotechnical report.
- 3.2.7. Prepare the IEPA Public Water Supply construction permit application forms.
- 3.2.8. Conduct three (3) design meetings with the OWNER to review the construction drawings, specifications, and project cost estimate prior to advertising the project for bids.
- 3.2.9. Furnish five (5) copies and an electronic pdf format of the Project Manual and construction drawings.

3.3 Construction Phase

During the construction phase the ENGINEER will:

- 3.3.1. Advertise the project for bids in a daily newspaper. Cost of bid advertisement will be invoiced as additional services.
- 3.3.2. Conduct a pre-bid meeting with the OWNER and bidders.
- 3.3.3. Conduct the public bid opening with the OWNER.
- 3.3.4. Prepare a bid tabulation of all the bids received and prepare a bid award letter for the OWNER.
- 3.3.5. Prepare the contract documents for the execution by the General Contractor.
- 3.3.6. Prepare IEPA Signage Requirements Certificate of Completion form.
- 3.3.7. Conduct a pre-construction meeting with the Owner and General Contractor prior to the start of the construction.
- 3.3.8. Spend as much time and provide as many inspectors as the ENGINEER deems necessary to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work, will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove work as failing to conform to the Contract Documents. The ENGINEER is not responsible for testing or inspection of materials other than that which may be required at the site of the work. We have budgeted approximately 700 hours of on-site construction observation.
- 3.3.9. Set construction stakes to establish line and grade of the work to such extent as to control and reference the construction.

3.3.10. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and assemble maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Contract Documents.

3.3.11. Consult and advise with the OWNER; act as the OWNER's representative; issue all instructions of the OWNER to the Contractor; prepare routine change orders as required; whenever he considers it necessary or advisable to insure the proper carrying out of the intent of the Contract Documents, he may, as the OWNER's representative, direct the Contractor to stop the work or require special examination or testing of the work (whether or not fabricated, installed or completed); he will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder.

3.3.12. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, and supporting data determine the amount owed to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval.

3.3.13. Prepare monthly IEPA Disbursement Request form.

3.3.14. Prepare the quarterly Illinois Works Apprenticeship Initiative Periodic Grant Report form and submit to the IEPA.

3.3.15. Conduct, in the company with the OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents and approve in writing the final payment to the Contractor.

3.3.16. Revise the contract drawings to reflect the changes made during construction as furnished to the ENGINEER and to represent graphically the locations of the improvements and although the drawings are not warranted as to their accuracy, the location of the improvements shown can be found within reasonable tolerance.

3.3.17. Prepare the IEPA Bills Paid and Release from Liabilities Certification form.

3.3.18. Prepare the IEPA O & M Certificate form.

3.3.19. Through the on-site observations of the work in progress and field checks of materials and equipment the ENGINEER will endeavor to provide protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

3.3.20. Obtain GPS data for the newly installed well, well building, valves, fire hydrants, grinder station, forcemain for incorporation into the City's GIS system.

3.4 IEPA Loan Application Documents

3.4.1. Prepare the IEPA Public Water Supply Revolving Fund loan application documents for the OWNER's execution and submission to the IEPA. The IEPA loan application documents are listed below.

- Prepare Draft IEPA PWSRL Authorizing Ordinance
- Engineering or Professional Services Certification form
- Tax Certificate form
- Federal Reporting Requirements form
- Loan Application Form Packet
- Water System Budget Projections and Water Rate Structure Analysis
- Plans-Specs Checklist form
- Bidding Review Certification and Checklist for Construction Contracts

SECTION 4 - ADDITIONAL SERVICES OF THE ENGINEER

4.1 General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for by the OWNER as indicated in subsection 5.1.

4.1.1. Furnishing of additional core borings, probings, or subsurface explorations; hydrographic surveys; laboratory testing and inspection of samples or materials; and other special consultation not included in the design phase.

4.1.2. Additional services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.

4.1.3. Revising previously approved studies, reports, design documents, drawings, or specifications.

4.1.4. Preparing documents for alternate bids requested by the OWNER for work which is not executed.

4.1.5. Preparing detailed renderings, exhibits, or scale models for the Project.

4.1.6. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by OWNER.

4.1.7. Preparing special change orders requested by the OWNER.

4.1.8. Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.

4.1.9. Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract time by more than 25%; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) contract default due to delinquency or insolvency.

- 4.1.10. Extensive assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.
- 4.1.11. Additional services and costs necessitated by out-of-town travel required of the ENGINEER other than visits to the Project as required by Section 1.
- 4.1.12. Serving as an expert witness for the OWNER in any litigation or other proceeding involving the Project.
- 4.1.13. Additional services in connection with the Project not otherwise provided for in this Agreement.

SECTION 5 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

- 5.1. Provide full information as to his requirements for the Project.
- 5.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- 5.3. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.
- 5.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- 5.5. Advertise for Proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- 5.6. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- 5.7. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 5.8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 5.9. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- 5.10. Furnish, or direct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

5.11. Furnish the ENGINEER with a description of and the names of owners and lien holders of property adjacent to the proposed improvement, where such data is needed for the preparation of plans and/or right of way or easement plats.

SECTION 6 - PERIOD OF SERVICE

6.1. Unless sooner terminated as provided in subsection 6.1, this Agreement shall remain in force for period of sixty (60) days after the final contractor pay request and closeout documents have been approved by the OWNER.

SECTION 7 - PAYMENTS TO THE ENGINEER

7.1. The OWNER will pay the ENGINEER for the services performed as follows:

7.1.1. For all work under the Design Phase, the OWNER shall pay the ENGINEER a lump sum fee of \$165,000.00. Such basic fee shall be due and payable as follows:

Monthly during the design phase of the ENGINEER's work, he shall be paid an amount computed by multiplying the percentage of work performed by the lump sum fee. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

The engineering design fee by Calendar Year is as follows:

CY 2025:	\$ 95,000
CY 2026:	<u>\$ 70,000</u>
Total	\$165,000

For the geotechnical services, the OWNER shall pay the ENGINEER an amount equal to the actual cost billed to the ENGINEER, plus 5% to cover overhead and handling. The geotechnical fee budget amount is \$6,000.00.

7.1.2. For all work under the Construction Phase of the Project, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER – Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names. The Construction Phase fee budget amount is \$175,000.00.

7.1.3. For all work under the IEPA Loan Application Documents, the OWNER shall pay the ENGINEER a lump sum fee of \$10,000.00. Such basic fee shall be due and payable as follows:

Monthly during the IEPA Loan Application Documents phase of the ENGINEER's work, he shall be paid an amount computed by multiplying the percentage of work performed by the lump sum fee. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

7.1.4. For "Additional Services" performed:

7.1.4.1. By personnel assigned to the regularly established office of the ENGINEER, an amount equal to the established billing rates of the ENGINEER as defined in subsection 7.1.2 above.

7.1.4.2. In connection with administering sub-contracts for services by others described in 7.1.4.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.

7.1.4.3. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

7.1.5. As per Section 1, the OWNER authorizes the ENGINEER to perform the work as detailed below. The authorized work is estimated to be \$356,000.00, and work will not be performed in excess of this amount without prior authorization by the OWNER. The estimated cost breakdown is as follows:

Design	\$165,000.00
Geotechnical	\$ 6,000.00
Construction Observation	\$175,000.00
IEPA Loan Application Documents	<u>\$ 10,000.00</u>
TOTAL	\$356,000.00

The engineering design fee by Calendar Year is as follows:

CY 2025:	\$ 95,000
CY 2026:	<u>\$ 70,000</u>
Total	\$165,000

7.2 General

7.2.1. If any portion of the Project is not bid or put under contract for a period of 6 months after completion of the design phase, the ENGINEER's compensation shall be in accordance with subsection 5.1.2.

7.2.2. If this Agreement is terminated upon completion of any phase of the ENGINEER's services, the progress payments to be made in accordance with subsection 5.1 on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the ENGINEER shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER shall be paid all terminal expenses resulting therefrom plus payment for additional services then due.

7.2.3. If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of the work is suspended in whole or in part for more than three months, or abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed on account of it prior to receipt of such notice from the OWNER as provided in subsection 5.2.2 for termination during any phase of the work.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Termination

This agreement may be terminated by either party by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided in subsection 7.2.2.

8.2 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may, at his expense, obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements thereto and he will not sell, publish or display them publicly. Re-use for extensions of the Project, or for new projects, shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER.

8.3 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

8.4 Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement.

8.5 Successors and Assigns

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 9 – IEPA PUBLIC WATER SUPPLY LOAN PROGRAM ENGINEERING REQUIREMENTS

The ENGINEER agrees that all subagreements for personal and professional services for design and construction expected to exceed \$25,000 in the aggregate shall include the following subagreement provisions.

9.1 Audit and Access to Records

9.1.1. The ENGINEER agrees to include subsections 365.630 a) 2) B) through E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of \$25,000.

9.1.2. The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance of the PWSLP loan work under this agreement shall be maintained in accordance with generally accepted accounting principals. The Agency or any of its authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

9.1.3. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards generally accepted in the United States of America.

9.1.4. All information and reports resulting from access to records pursuant to subsection 365.630 a) 2) B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written commend, if any, of the audited parties.

9.1.5. Records under subsection 365.630 a) 2) B) shall be maintained and made available during performance of project services under this agreement and 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, cost or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

9.2 Covenant Against Contingent Fees

9.2.1 The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

9.3 USEPA Nondiscrimination Clause

9.3.1 The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER or subconsultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER or subconsultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

9.4 USEPA Fair Share Percentage Clause

9.4.1. Evidence that affirmative steps have been taken, such as, but not limited to, a copy of the advertisement(s) and the record of negotiation in accordance with federal Executive Order 11625 and 12138, to assure that Disadvantaged Business Enterprises are used when possible as sources of supplies, equipment, construction, and services.

9.4.2. The ENGINEER agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

9.5 Certification Regarding Debarment, Suspension, and Other Responsible Matters

9.5.1 ENGINEER and any subconsultants shall execute the Certificate Regarding Debarment, Suspension, and Other Responsible Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

SECTION 10 - SPECIAL PROVISIONS

The OWNER and the ENGINEER mutually agree that this Agreement shall be subject to the following special provisions, which together with the provisions hereof and the exhibits hereto represent the entire Agreement between the OWNER and the ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement below.

OWNER:

CITY OF ROCHELLE, ILLINOIS

BY: _____

Title: CITY MANAGER

Date: _____

ATTEST:

BY: _____

Title: CITY CLERK

(SEAL)

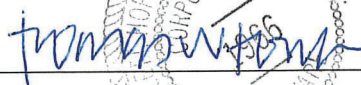
ENGINEER:

WILLETT, HOFMANN & ASSOCIATES, INC.

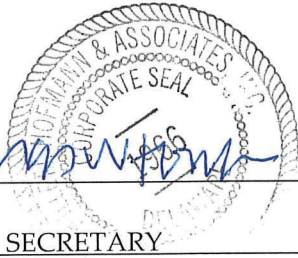
BY: Brian L. Connor 11/21/2024

Title: PRESIDENT

ATTEST:

BY: 

Title: SECRETARY



(SEAL)