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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**RESOLUTION**  
**NO. \_\_\_\_\_**

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**RESOLUTION AUTHORIZING THE RETENTION OF WILLETT HOFMANN &  
ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO  
DOWNTOWN CITY PARKING LOT IMPROVEMENTS AND CONSTRUCTION  
OF A NEW PUBLIC RESTROOM FACILITY**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

**TOM MCDERMOTT**  
**BIL HAYES**  
**DAN MCDERMOTT**  
**KATE SHAW-DICKEY**  
**ROSAELIA ARTEAGA**  
**BEN VALDIVIESO**

**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of  
Rochelle

Peterson, Johnson, and Murray, LLC, City Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**RESOLUTION AUTHORIZING THE RETENTION OF WILLETT HOFMANN &  
ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO  
DOWNTOWN CITY PARKING LOT IMPROVEMENTS AND CONSTRUCTION  
OF A NEW PUBLIC RESTROOM FACILITY**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle (“City”), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

**WHEREAS**, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

**WHEREAS**, the City was recently awarded a Rebuild Illinois Downtowns and Main Streets Capital Grant; and

**WHEREAS**, the grant will fund improvements to City parking lots, construction of a new parking lot, and the construction of a new public restroom facility; and

**WHEREAS**, City staff has contacted Willett Hofmann & Associates, Inc. to perform the engineering services related to said improvements; and

**WHEREAS**, City staff recommends that the City accept the proposal of Willett Hofmann & Associates, Inc. to perform the professional services related to the City’s downtown parking lot improvements, construction of the new parking lot and construction of a new public restroom facility, as set forth in the agreement attached hereto as Exhibit 1; and

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to execute a professional services agreement with Willett Hofmann & Associates, Inc. for the improvements related to the City’s downtown parking lot improvements, construction of the new parking lot and construction of a new public restroom facility; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
ROCHELLE, ILLINOIS** as follows:

SECTION ONE: The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO: The City Manager is authorized to execute a professional services agreement with Willett Hofmann & Associates, Inc. for the improvements related to the City’s downtown parking lot improvements, construction of the new parking lot and construction of a new public restroom facility, as set forth in their proposal, attached hereto

as Exhibit 1, and execute all necessary ancillary agreements, in a form subject to review and revision as to form by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 26th day of June, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 26th day of June, 2023.

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MAYOR

ATTEST:

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CITY CLERK



October 3, 2022

Ms. Michelle Pease, Community Development Director  
City of Rochelle  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068

Re: Rebuild Illinois Downtowns and Main Streets  
Capital Grant Project  
Engineering Agreement

Dear Michelle:

Enclosed are two (2) copies of the Engineering Agreement for the City Parking Lot Improvements and Public Restroom Facility project associated with the Rebuild Illinois Downtowns and Main Streets Capital Grant the City was awarded.

Please have the agreements approved by the City Council and then have all copies of the agreements signed. Return one (1) copy for our records and keep the other copy for the City's records.

Should you have any questions, please feel free to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Matt Hansen, P.E.

Vice President

Water & Wastewater Department Manager

MH:dt

Encl.

cc: File

# **ENGINEERING AGREEMENT**

**FOR**

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

**City Parking Lot Improvements and  
Public Restroom Facility Project  
(Rebuild Illinois Downtowns & Main Streets  
Capital Grant Project)**



**WILLETT HOFMANN  
& ASSOCIATES INC**

ENGINEERING ARCHITECTURE LAND SURVEYING

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

## TABLE OF CONTENTS

	<u>PAGE NO.</u>
SECTION 1 - IDENTIFICATION OF THE PARTIES -----	1
SECTION 2 – PROJECT SCOPE -----	1
SECTION 3 - SERVICES OF THE ENGINEER -----	1
3.1 General -----	1
3.2 Design Phase -----	1
3.3 Construction Phase-----	2
3.4 Grant Administration -----	3
SECTION 4 - ADDITIONAL SERVICES OF THE ENGINEER -----	3
SECTION 5 - THE OWNER'S RESPONSIBILITIES -----	4
SECTION 6 - PERIOD OF SERVICE -----	5
SECTION 7 - PAYMENTS TO THE ENGINEER -----	5
7.1 Payment for Services of the Engineer -----	5
7.2 General -----	6
SECTION 8 - GENERAL CONSIDERATIONS -----	6
8.1 Termination -----	6
8.2 Ownership of Documents -----	7
8.3 Estimates -----	7
8.4 Insurance -----	7
8.5 Successors and Assigns -----	7
SIGNATURE PAGE -----	8

## SECTION 1 - IDENTIFICATION OF THE PARTIES

THIS AGREEMENT made by and between 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. Reconstruct existing City Parking Lots 1, 2, 3, 4, 8, and 9.
- 2.2. Construct a new City Parking at the northwest corner of Washington Street and Lincoln Avenue. The new City Parking Lot will include (3) electric vehicle charging stations.
- 2.3. Construct a new City Parking Lot at the southwest corner of Washington Street and 2<sup>nd</sup> Avenue.
- 2.4. Construct a new Public Restroom Facility between the existing City Parking Lots 3 and 4.

## 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 and prepare detailed engineering drawings and detailed specifications and contract booklets for bidding.
- 3.2.2. Furnish to the OWNER engineering data for assist in the preparation of the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
- 3.2.3. Advise the OWNER of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction cost and furnish a revised cost estimate for the Project based on the completed drawings and specifications.
- 3.2.4. Prepare proposal forms and notice to bidders and assist in the preparation of the Contract Documents.



3.2.5. Prepare an opinion of probable cost estimate for the Project based on the completed drawings and specifications.

3.2.6. Furnish five (5) copies and an electronic pdf format of the Construction Drawings and the Project Manual.

### 3.3 Construction Phase

During the construction phase the ENGINEER will:

3.3.1. Assist the OWNER in obtaining and evaluating bids and awarding a contract for the construction.

3.3.2. Conduct a pre-bid meeting conference and a pre-construction meeting conference.

3.3.3. Spend as much time and provide a Resident Project Representative (RPR) 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; the RPR 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 the RPR's 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. It is anticipated that (1) part-time RPR observer will be required during construction.

3.3.4. Set construction stakes to establish line and grade of the work to such extent as to control and reference the construction, but not to such an extent as to transfer such line and grades to the Contractor's laser, forms, and excavated areas.

3.3.5. 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 organize and assemble operation and maintenance manuals supplied by the equipment manufacturers and warranty certificates supplied by the equipment manufacturers and general contractor.

3.3.6. 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.

3.3.7. Based on his on-site observations as an experienced and qualified RPR 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.

3.3.8. 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 final payment to the Contractor.

3.3.9. 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.

3.3.10. 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.

#### 3.4 – Grant Administration

3.4.1. Prepare the Environmental Record Review document and request the needed environmental clearance letters from the required agencies.

3.4.2. Prepare quarterly Periodic Financial Reports for the 2-year duration of the grant and the closeout Periodic Financial Report at the end of the project.

3.4.3. Prepare quarterly Periodic Performance Reports for the 2-year duration of the grant and the closeout Periodic Performance Report at the end of the project.

3.4.4. Prepare Periodic Financial Reports for grant reimbursement requests when the Contractor pay requests are processed. (Estimate 8 reports).

3.4.5. Prepare Illinois Works Jobs Act Apprenticeship Initiative quarterly reports.

3.4.6. Prepare the Business Enterprise Program (BEP) Utilization Plan which will be included in the bidding and contract documents.

3.4.7 Prepare BEP reporting documents.

#### SECTION 4 - ADDITIONAL SERVICES OF THE ENGINEER

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 7.1.2.

4.1. Furnishing of additional or nonstandard core borings, probings or subsurface explorations; hydrographic surveys; laboratory testing and inspection of samples or materials; and other special consultation.

- 4.2. 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.
- 4.3. Revising previously approved studies, reports, design documents, drawings, or specifications.
- 4.4. Preparing documents for alternate bids requested by the OWNER for work which is not executed.
- 4.5. Preparing detailed renderings, exhibits or scale models for the Project.
- 4.6. 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.
- 4.7. Preparing special change orders requested by the OWNER.
- 4.8. Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.
- 4.9. 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.
- 4.10. 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.
- 4.11. Serving as an expert witness for the OWNER in any litigation or other proceeding involving the Project.
- 4.12. 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 4 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 7.1, 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, Construction Phase, and Grant Administration 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.

7.1.2. For "Additional Services" performed:

7.1.2.1. 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 7.1.1 above.



7.1.2.2. In connection with administering sub-contracts for services by others than described in 7.1.2.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.

7.1.2.3. 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.

7.1.3. As per Section 1, the OWNER authorizes the ENGINEER to perform the work as detailed below. The authorized work is estimated to be \$ 204,600.00, 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 Phase	\$ 97,900.00
Construction Phase	\$ 92,100.00
Grant Administration	<u>\$ 14,600.00</u>
TOTAL	\$204,600.00

## 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 6.1.2.

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 7.1 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 7.1.2 for termination during any phase of the work.

## SECTION 8 - GENERAL CONSIDERATIONS

### 8.1 Termination

8.1.1. 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 7.1.2.

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 K. Connor

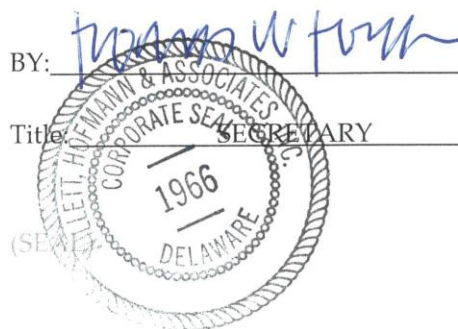
Title: \_\_\_\_\_ PRESIDENT & GENERAL MANAGER

ATTEST:

BY: [Signature]

Title: \_\_\_\_\_ SECRETARY

(SEAL)



STATE OF ILLINOIS        )  
                                      )  
COUNTY OF OGLE        )        SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,  
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_,  
“RESOLUTION AUTHORIZING THE RETENTION OF WILLETT HOFMANN &  
ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO DOWNTOWN CITY  
PARKING LOT IMPROVEMENTS AND CONSTRUCTION OF A NEW PUBLIC  
RESTROOM FACILITY” which was adopted by the Mayor and City Council of the City of  
Rochelle on June 26, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 26<sup>th</sup> day of June, 2023.

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CITY CLERK