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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 THE PHASE 2  
RMU IMPROVEMENTS AT THE CITY OF ROCHELLE CAMPUS**

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

**TOM MCDERMOTT**  
**BIL HAYES**  
**DAN MCDERMOTT**  
**KATE SHAW-DICKEY**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**

**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 Chicago, 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 THE PHASE 2  
RMU IMPROVEMENTS AT THE CITY OF ROCHELLE CAMPUS**

**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 operates the purchased 1030 South 7<sup>th</sup> Street, Rochelle, Illinois to serve as the new RMU Campus for certain City employees; and

**WHEREAS**, Part 1 of Phase 2 of the project will include the design and construction of a new break room, training room, mezzanine storage, locker rooms and renovating existing bathrooms; and

**WHEREAS**, Part 2 of Phase 2 of the project will require the design and construction of approximately 2500 square feet of office area at the northeast section of the Campus, and

**WHEREAS**, City staff has contacted Willett Hofmann & Associates, Inc. to perform the Phase 2 improvements design and construction observation services; and

**WHEREAS**, City staff recommends that the City accept the proposal of Willett Hofmann & Associates perform the professional services related to the Phase 2 RMU Improvements at the City of Rochelle Campus, as set forth in their proposal 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 Phase 2 RMU Improvements at the City of Rochelle Campus, as set forth in their proposal; 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 Phase 2 RMU Improvements at the City of

Rochelle Campus, 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 23rd day of January, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 23rd day of January, 2023.

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MAYOR

ATTEST:

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CITY CLERK

## **Exhibit 1**



January 18, 2023

City of Rochelle  
420 North 6th Street  
Rochelle, Illinois 61068

ATTN: Mr. Jeff Fiegenschuh  
City Manager

RE: Proposal for Professional Engineering/Architectural Services  
Phase 2 RMU Improvements at the COR Campus  
Parts I and II  
WHA 1551D22

Dear Mr. Fiegenschuh,

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project.

### **PROJECT UNDERSTANDING:**

It is our understanding that it is your desire to design improvements to the RMU Campus Facility located at 1030 South 7th Street in Rochelle, Illinois. It is our understanding that said improvements are being considered in two (2) parts. It is our understanding that Part I is to design a new break room/training room, storage mezzanine and locker rooms and renovate existing toilet rooms, and Part II is to design a remodel of approximately 2,500 SF of office area at the northeast section of the facility. Based on our present understanding of the needs of your Project the following professional services will be required: architectural services and structural, mechanical, electrical, and plumbing engineering services. Willett, Hofmann & Associates, Inc. proposes to partner with Systems Design Service Engineering (SDSE) of Rockford, Illinois to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services, dated January 18, 2023.

### **FEE FOR PROFESSIONAL SERVICES:**

Willett, Hofmann & Associates, Inc. and Systems Design Service Engineering propose to provide the Professional Services as described on the attached Exhibit 1 – Scope of Professional Services for a total not to exceed fee, itemized by Part I and Part II and Phase, as follows:

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

**WillettHofmann.com**

PART I - NEW BREAK ROOM/TRAINING ROOM/LOCKER ROOMS:

Design Phase:	\$ 85,000.00
Bid Phase:	\$ 5,500.00
<u>Construction Phase:</u>	<u>\$ 29,500.00</u>
Total Not To Exceed:	\$120,000.00

PART II - OFFICE REMODELING:

Design Phase:	\$ 32,000.00
Bid Phase:	\$ 0.00 = included in Part I
<u>Construction Phase:</u>	<u>\$ 6,500.00</u>
Total Not To Exceed:	\$ 38,500.00

**TERMS & CONDITIONS:**

The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described in the attached Exhibit 1 are negotiable, however if the proposed services and terms meet with your approval, please sign both copies of this letter agreement and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

- ☐ Part I
- ☐ Part II

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Phase 2 RMU Improvements at the COR Campus  
January 18, 2023  
Page 3

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Thomas W. Houck, AIA, PE, LEED AP<sup>BD+C</sup>  
Vice President  
Architect  
Engineer

TWH:gz  
Encl.  
cc: file

#### EXHIBIT 1 – SCOPE OF PROFESSIONAL SERVICES

PROJECT: Phase 2 RMU Improvements at the COR Campus  
Part I - New Break Room/Training Room/Locker Rooms  
Part II – Office Remodeling  
WHA 1551D22  
DATE: January 18, 2023

#### SCOPE OF PROFESSIONAL SERVICES:

It is our understanding that it is your desire to design improvements to the RMU Campus Facility located at 1030 South 7th Street in Rochelle, Illinois. It is our understanding that said improvements are being considered in two (2) parts. It is our understanding that Part I is to design a new break room/training room, storage mezzanine and locker rooms and renovate existing toilet rooms, and Part II is to design a remodel of approximately 2,500 SF of office area at the northeast section of the facility. Based on our present understanding of the needs of your Project the following professional services will be required: architectural services and structural, mechanical, electrical, and plumbing (MEP) engineering services for the Project. Willett, Hofmann & Associates, Inc. proposes to partner with Systems Design Service Engineering (SDSE) of Rockford, Illinois for the MEP engineering services. Based on our understanding of the project as stated herein we propose the following professional services:

##### Architectural Services (WHA):

Development of design layout options. Design and detailing of proposed improvements, accessibility requirements and building code requirements. Preparation of associated bid and construction documents for Part I and Part II.

##### Structural Services (WHA):

Design and detailing of structural elements including new steel columns, beams, footings, CMU bearing walls, lintels and precast concrete mezzanine floor slab. Preparation of associated bid and construction documents for Part I only.

##### MEP Services (SDSE):

Design and detailing of HVAC, Electrical and Plumbing improvements. Preparation of associated bid and construction documents for Part I and Part II.

#### PROFESSIONAL SERVICES:

##### PART I - NEW BREAK ROOM/TRAINING ROOM/LOCKER ROOMS:

###### 1. DESIGN PHASE SERVICES:

- a. Conduct site visit for documentation of existing conditions.
- b. Create existing plans as required for the project.
- c. Conduct up to three (3) design review meetings/work sessions with designated staff.
- d. Preparation of Professional Opinion of Probable Project Costs.
- e. Preparation of Bid Documents and Contract Documents including Drawings, Details and Specifications.
- f. Final design review meeting with designated staff prior to issuance for bid.



2. BID PHASE SERVICES:

- a. Preparation and publication of advertisement for bids.
- b. Dissemination of Bid Documents and maintenance of Project Plan Holders List.
- c. Respond to Bidder inquiries.
- d. Issuance of Addenda, as necessary.
- e. Conduct Pre-Bid Meeting and issue meeting minutes.
- f. Attend bid opening, review bids received and provide bid award recommendation.

3. CONSTRUCTION PHASE SERVICES

- a. Issue Notice of Award.
- b. Preparation of Contract Documents and issue Notice to Proceed.
- c. Conduct Pre-Construction Meeting and issue meeting minutes.
- d. Respond to Contractor inquiries.
- e. Review Shop Drawings and Submittals.
- f. Review Contractor Pay Requests.
- g. Perform periodic Construction Observation visits throughout duration of the project to observe construction is in compliance with design intent. Up to twelve (12) site visits anticipated.
- h. Preparation of final project punch list.
- i. Final acceptance / project closeout.

PART II – OFFICE REMODELING: services in addition to Part I.

1. DESIGN PHASE SERVICES:

- a. Conduct site visit for documentation of existing conditions.
- b. Create existing plans as required for the project.
- c. Conduct up to three (3) design review meetings/work sessions with designated staff.
- d. Preparation of Professional Opinion of Probable Project Costs.
- e. Preparation of Bid Documents and Contract Documents including Drawings, Details and Specifications.
- f. Final design review meeting with designated staff prior to issuance for bid.

2. BID PHASE SERVICES:

- a. It is our understanding that Part II would be bid with the Part I portion of the Project, therefore Part II bid phase services would be included within the Part I scope.

3. CONSTRUCTION PHASE SERVICES

- a. It is our understanding that Part II would be bid with the Part I portion of the Project, therefore the following Part II construction phase services would be included within Part I scope:
  - i. Issue Notice of Award.
  - ii. Preparation of Contract Documents and issue Notice to Proceed.
  - iii. Conduct Pre-Construction Meeting and issue meeting minutes.



- b. The following construction phase services would be in addition to the Part I scope of services pertaining to the Part II scope of work defined herein:
  - i. Respond to Contractor inquiries.
  - ii. Review Shop Drawings and Submittals.
  - iii. Review Contractor Pay Requests.
  - iv. Perform periodic Construction Observation visits throughout duration of the project to observe construction is in compliance with design intent. Up to four (4) site visits anticipated in addition to the site visits included in the Break Room and Locker Room Improvements Project proposal.
  - v. Preparation of final project punch list.
  - vi. Final acceptance / project closeout.

**PROJECT SCHEDULE:**

Based on our present understanding of the project scope and current workload commitments of our staff and our sub-consultants it is anticipated that the design phase of the project could be completed (and the project issued for bid) within 12 to 14 weeks from the start of the design phase.

**SERVICES NOT INCLUDED:**

Services not included in this Proposal include but are not limited to the following, however said services could be included as an Additional Service, per the attached Terms and Conditions, if so requested:

1. Testing of or identification of the presence of hazardous materials and associated abatement if necessary.
2. Preparation of 3D digital presentation renderings or other forms of presentation drawings or images.
3. Additional design or redesign required due to the discovery of unknown or unexpected conditions during the completion of the project including, but not limited to, the discovery of hazardous or deteriorated materials or other similar conditions.
4. Additional design or redesign after bids are received to conform to Owner's budget.
5. Testing of any construction materials.
6. During the construction of the Project, WHA shall in no way be responsible for or have control over or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of the project.



## TERMS AND CONDITIONS – CITY OF ROCHELLE, IL

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

December 2017



## TERMS AND CONDITIONS – CITY OF ROCHELLE, IL

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**Dispute Resolution:** Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

December 2017





GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2022

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$200.00	\$310.00	Regular Rate
Principal Engineering Manager	\$170.00	\$260.00	Regular Rate
Engineering Manager	\$130.00	\$260.00	Regular Rate
Civil Engineer IV	\$130.00	\$200.00	Regular Rate
Civil Engineer III	\$110.00	\$190.00	Regular Rate
Civil Engineering Intern II	\$105.00	\$160.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$140.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$200.00	Regular Rate
Engineering Intern	\$55.00	\$80.00	Regular Rate
Principal Architectural Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$120.00	\$190.00	Regular Rate
Architect III	\$110.00	\$170.00	Regular Rate
Architectural Intern II	\$90.00	\$150.00	Regular Rate
Architectural Intern I	\$80.00	\$130.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$80.00	\$190.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$120.00	\$180.00	Regular Rate
Prof. Land Surveyor IV	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor III	\$90.00	\$140.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$80.00	\$130.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$80.00	\$130.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$80.00	\$150.00	Regular Rate
Technician IV	\$80.00	\$140.00	1.3 x Regular Rate
Technician III	\$70.00	\$130.00	1.3 x Regular Rate
Technician II	\$70.00	\$110.00	1.3 x Regular Rate
Technician I	\$60.00	\$100.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$140.00	1.3 x Regular Rate
Survey Worker Foreman	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$65.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Human Resource Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Bookkeeper	\$60.00	\$110.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

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 THE PHASE 2 RMU  
IMPROVEMENTS AT THE CITY OF ROCHELLE CAMPUS” which was adopted by the Mayor  
and City Council of the City of Rochelle on January 23, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 23rd day of January, 2023.

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CITY CLERK