



**WILLETT HOFMANN**  
& ASSOCIATES INC  
ENGINEERING ARCHITECTURE LAND SURVEYING

## TRANSMITTAL

December 8, 2021

**To:** City of Rochelle  
420 North 6th Street  
Rochelle, Illinois 61068  
ATTN: Mr. Jeff Fiegenschuh

☒ U.S. Postal Service

☐ UPS

☐ FedEx

☐ Fax #

**Project:** Hickory Grove Demolition Project  
Construction Observation Proposal  
WHA 1036D20

\_\_\_\_ Pages w/ cover

☐ Hand Delivery

☐ Electronic

**WHA #:**

**We are Transmitting the following:**

Two (2) copies of Proposal for signature

☐ For Information

☐ For Review

☐ For Approval

☒ For Signature

☐ As Requested

**Remarks:**

Jeff,  
Please sign and date both copies and return one (1) copies to our office.  
Let me know if you have any questions.  
Thanks.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

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

cc File

# **SUPPLEMENTAL ENGINEERING AGREEMENT**

**FOR**

**CITY OF ROCHELLE, ILLINOIS**

**Hickory Grove Demolition Project  
Construction Observation Services**

**WHA#1036D20**



**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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THIS SUPPLEMENTAL AGREEMENT made by and between 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).

WITNESSETH, that whereas the OWNER intends to demolish the Hickory Grove Banquet Center located at 1127 North 7th Street in Rochelle, Illinois (hereinafter called the Project). It is understood this Agreement will provide or construction observation services as an Additional Service to the original Engineering Agreement for the Project. Construction observation services will include maintaining a daily log of activities, providing witness that work is being completed in accordance with the intent expressed on Contract Documents, and serving as a central contact person for the City, Contractor and adjacent property owners. It is also understood that these services shall not include dictating any means, methods, sequences, techniques, procedures, or for any health or safety precautions required by any regulatory agencies in connection with the Project.

NOW, THEREFORE, The OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

#### SECTION 1 - SERVICES OF THE ENGINEER

##### 1.1 General

1.1.1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.

1.1.2. The ENGINEER will serve as the OWNER's professional representative in the phases of the Project as described herein and will give consultation and advice to the OWNER during the performance of said services.

##### 1.2 Construction Phase

During the construction observation phase the ENGINEER will:

1.2.1. Provide personnel on site at times work is being completed 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. Observation personnel will not be responsible for the techniques and sequences of construction or demolition or the safety precautions incident thereto; and shall record observations in a daily log, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and serve as a central contact person for the City, Contractor and adjacent property owners. The ENGINEER is not responsible for any testing or inspection of any materials.

1.2.2. 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.

1.2.3. Through the on-site observations of the work in progress 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.

## SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

### 2.1 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 5.1.2.

2.1.1. The testing for, identification of, and/or abatement of any hazardous materials (including asbestos), other than mold, within the existing structure.

2.1.2. Furnish standard core borings, subsurface probings and/or subsurface explorations; for design of the sanitary sewer facilities. 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.

2.1.2. Furnish survey plats and assist the OWNER in the preparation of easement forms.

2.1.3. 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.

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

2.1.5. 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.

2.1.6. Preparing special change orders requested by the OWNER.

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

2.1.10. 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.

2.1.11. 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.

2.1.12. Serving as an expert witness for the OWNER in any litigation or other proceeding involving the Project.

2.1.13. Additional services in connection with the Project not otherwise provided for in this Agreement.

### SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

- 3.1. Provide full information as to his requirements for the Project.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. Advertise for Proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- 3.6. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- 3.7. 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.
- 3.8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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 4 - PERIOD OF SERVICE

- 4.1. Unless sooner terminated as provided in subsection 6.1, this Agreement shall remain in force: (1) for a period beginning with the execution of the Owner's contract with the Contractor through

the final inspection of the completed work (anticipated to be January 2022 through March 2022), including any extra work and any required extension thereto.

## SECTION 5 - PAYMENTS TO THE ENGINEER

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

5.1.1. For all work under the Construction Observation 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.

5.1.2. For "Additional Services" performed:

5.1.2.1. 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 5.1.1 above.

5.1.2.2. In connection with administering sub-contracts for services by others than described in 5.1.2.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.

5.1.2.3. 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.

5.1.3. As per Section 2.1, the OWNER authorizes the ENGINEER to perform the work as described herein. The authorized work shall not exceed Thirty Five Thousand and 00/100 Dollars (\$35,000.00), and work will not be performed in excess of this amount without prior authorization by the OWNER.

### 5.2 General

5.2.1. 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.

5.2.2. 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 5.2.1 for termination during any phase of the work.

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1 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 5.2.1.

### 6.2 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.

### 6.3 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.

### 6.4 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.

### 6.5 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.



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

OWNER:

CITY OF ROCHELLE, ILLINOIS

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

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

Date: \_\_\_\_\_

ATTEST:

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

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

(SEAL)

ENGINEER:

WILLETT, HOFMANN & ASSOCIATES, INC.

BY: Brian K. Connor

Title: PRESIDENT

Date: December 8, 2021

ATTEST:

BY: [Signature]

Title: SECRETARY

(SEAL)





GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE MARCH 28, 2021

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$192.00	\$300.00	Regular Rate
Principal Engineering Manager	\$160.00	\$250.00	Regular Rate
Engineering Manager	\$140.00	\$240.00	Regular Rate
Civil Engineer IV	\$120.00	\$190.00	Regular Rate
Civil Engineer III	\$110.00	\$170.00	Regular Rate
Civil Engineering Intern II	\$100.00	\$160.00	Regular Rate
Civil Engineering Intern I	\$80.00	\$130.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$80.00	\$190.00	Regular Rate
Engineering Intern	\$47.00	\$79.00	Regular Rate
Principal Architectural Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$120.00	\$190.00	Regular Rate
Architect III	\$100.00	\$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	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor IV	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor III	\$80.00	\$130.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$70.00	\$120.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$60.00	\$110.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$60.00	\$150.00	Regular Rate
Technician IV	\$80.00	\$130.00	1.3 x Regular Rate
Technician III	\$70.00	\$120.00	1.3 x Regular Rate
Technician II	\$60.00	\$110.00	1.3 x Regular Rate
Technician I	\$50.00	\$90.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$50.00	\$130.00	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
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	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.