



December 4, 2023

Mr. Sam Tesreau, P.E.  
City Engineer of Rochelle  
1030 South 7<sup>th</sup> Street  
Rochelle, IL 61068

Via: stesreau@rochelleil.us

Re. Project: IL Route 251 (IL 38 to N. of Flagg Road)  
Contract 64B20  
Section (107 & 108W)R  
P-92-083-05 / D-92-083-05

Subsurface Utility Investigation Proposals

Dear Sam,

Please find attached the proposal package for the proposed City of Rochelle work related to the project referenced above. The proposal includes:

- Utility Location from our subconsultant Quigg Engineering (\$32,287)
- Administrative and coordination fee for Peralte-Clark (\$3,914)

The total fee for these services is a not-to-exceed amount of \$36,201. Invoices will be supported by hours, labor rates and expenses.

Please indicate your acceptance of this proposal for services starting on 12/4/2023 by signing below. Please note that the General Conditions in the Quigg proposal will be deemed accepted by the City.

Please let me know if you have any comments or questions.

Cordially,  
PERALTE-CLARK, LLC

A handwritten signature in blue ink, appearing to read 'A. Peralte', is written over the printed name of Jean-Alix Peralte.

Jean-Alix Peralte, P.E., PTOE  
President

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Sam Tesreau, P.E.  
City Engineer of Rochelle

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Jeff Fiegenschuh  
City Manager



QUIGG ENGINEERING INC

2351 S. Dirksen Pkwy▪ Springfield Illinois 62703  
Voice 217-670-0563 ▪ Cell 217-871-3086  
www.quiggengineering.com

## PROPOSAL FOR PROFESSIONAL SERVICES

**DATE:** July 25, 2023

### CONTRACT PARTIES:

FOR: Adeyemi Adefarasin  
Peralte Clark LLC

### PROJECT:

#### Scope of Work:

- Locate control from IDOT project to coordinate this work with that of the IDOT project.
- Stake Drainage design at kinks and 100 foot intervals.
- Call in JULIE locates (some utilities may not mark based on design only).
- Locate any/all utility markings completed by the City of Rochelle and JULIE locates.
- Locate potholes conducted by others, this involves location of offsets set by others when potholing is completed . Assume 75 pothole locations.
- Prepare data points for staking, prepare drawing of utilities and location of potholes noting depths based on others notation of depths when potholing is completed.
- Travel from Springfield Illinois to Rochelle.

Potholing cost is not part of this scope.

Additional utility locates by private locator is not part of this scope.

Request for Surveyor to be on site at time of potholing is an additional cost of \$850.00 per day (based on 10 hour day and expenses).

Fee: \$32,286.59 (see attached breakdown)

Schedule: To Be Determined

Reimbursable included in Fee:  Yes  No

The Scope of Work for this contract is governed by the General Conditions attached to this Contract. By executing this Contract you pledge that you have read and agree to the General Conditions.

**CLIENT**

Accepted and Payment Guaranteed By:

\_\_\_\_\_  
Name: \_\_\_\_\_

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

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

**SURVEYOR**

Quigg Engineering, Inc.

\_\_\_\_\_  
Name: William A Kenter

Title: Survey Manager

Date: 7/25/2023

## GENERAL CONDITIONS

BY SIGNING THE FRONT OF THIS CONTRACT, YOU ARE STATING YOU ARE IN AGREEMENT WITH THE FOLLOWING:

**TERMS OF PAYMENT:** Unless otherwise provided for in this contract, Quigg Engineering Inc. (QEI), will submit monthly invoices for work which has been completed. Each invoice is due and payable within 30 days of invoice date, after which it will be deemed Past Due. Any Past Due invoice will be assessed a late charge of 1-1/2% per month, or fraction of a month, or the highest lawful rate of the state in which the Client's office is located. If the invoice becomes 60 days Past Due, work on the project may be stopped until the balance is paid in full including charges for any unbilled work done. QEI retains the right to file a lien against the property if the invoice is 60 days or more Past Due. Fees are due and payable as outlined above and are in no way contingent on the Client obtaining funding or receiving funds from others. All documents and information including, but not limited to, Elevation Certificates, Plats of Survey, Blueprints, and Photocopies may not be released until invoices are paid in full.

### BILLING INFORMATION

**STANDARD TIME BASIS:** Fees for professional and/or technical services which are to be performed in connection with any project on QEI Standard Time-Basis will be calculated as follows:  
Charges shall be equal to the total of (a) "Direct Hourly Rates", (b) "Reimbursable Expenses", and (c) 10% of "Subcontract Expenses", unless specifically noted otherwise.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blue prints, mailing and similar items.

"Sub-contract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, explorations, aerial surveys, computer services, renderings, models, ownership searches, soil boring, soil testing, materials testing, etc.

**ESTIMATES OF FEES, BASED ON HOURLY RATE:** If an estimate of QEI's fee is stated in this Proposal, the estimate shall not be considered a firm figure.

**FEES BILLED AS A PHASED FIXED FEE:** Phased Fixed Fee billings for professional services will be based upon QEI's estimate of the proportion of the total services actually completed at the time of billing.

**RESPONSIBILITY OF QEI:** Basic services and associated responsibilities shall be in accordance with usual and customary terms and conditions of the outlined scope of work.

**RESPONSIBILITY OF CLIENT:** Services and associated responsibilities shall be in accordance with usual and customary terms and conditions of service contracts to include timely information, due diligence, complete scope of work and payment.

**CONSTRUCTION OBSERVATION:** If, as a part of this contract QEI is providing construction observation, QEI shall make visits to the construction site to observe the progress and quality of the contractor's(s') work to determine in general if such work is proceeding in accordance with the contract documents. QEI shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work, unless specifically noted otherwise. QEI shall not be responsible for the means, methods, techniques, sequences or procedures of construction or of the safety precautions and programs incidental to the work of the contractor. QEI does not warrant or guarantee contractor's(s') work, and shall not be responsible for the failure of contractors to perform the work in accordance with construction documents.

**CONSTRUCTION ESTIMATES:** QEI does not guarantee its opinions of probable construction cost. The Client shall advise QEI in writing at an early date the budgetary limitations for the overall project cost or construction cost. QEI will endeavor to work within those limitations. If requested, QEI will periodically submit opinions as to the probable construction cost.

**LIMITATION OF LIABILITY:** The Client agrees to limit the Design Professional's liability to the Client and to all construction contractors and subcontractors on the project due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed the total fee for services rendered under this Agreement, or \$50,000, whichever is greater.

**CONTRACTOR'S INSURANCE:** If, as part of this Agreement, QEI is to prepare bid documents and/or Client-contractor contracts, the Client will provide QEI with all information as to insurance requirements to be carried by the construction contractor(s). If the Client does not provide this information to QEI in a timely fashion, QEI will provide in the bid documents a set of insurance requirements which in the opinion of QEI may be appropriate for the job. Inasmuch as QEI is not in the business of advising on insurance matters, QEI does not guarantee the amount of insurance specified will be sufficient. The Client will hold QEI harmless in the event of any loss suffered as a result of insufficient insurance coverage.

**REUSE OF DOCUMENTS:** All documents including, but not limited to, drawings, specifications, and electronic media (disks) furnished by QEI pursuant to this Agreement are instruments of this service in respect of the project. They are not intended or represented to be suitable for reuse by QEI or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by QEI will be at the Client's sole risk and without liability or legal exposure to QEI and Client shall indemnify and hold harmless QEI from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle QEI to further compensation at rates to be agreed upon by Client and QEI.

**TERMINATION:** This Agreement is subject to termination by Client or QEI should the other fail to perform its obligations hereunder. In the event of any termination, QEI will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, including reasonable attorney fees and costs.

**MISCELLANEOUS:** If the Client issues a Purchase Order of which this Proposal becomes a part, the terms of this Proposal will take precedence in the event of conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event any part of this document is held invalid to any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.



QUIGG ENGINEERING INC

7/25/2023

**Surveying Services Estimate For City of Rochelle Utility Location**

Description Matching the Scope for Work	SURVEYOR V	SURVEYOR IV	SURVEYOR III	Tech III	SURVEYOR II	SURVEYOR I	TOTAL HOURS
management/coordination/Adm	6.00		8.00				14.00
Locate control from IDOT project					4.00	4.00	8.00
Stake Drainage design					32.00	32.00	64.00
Prepare staking points/office support			10.00				10.00
Locate utility markings/pothole offsets (assume 100)			2.00		65.00	65.00	132.00
Travel					24.00	24.00	48.00
Data redcuton/drafting				32.00	10.00		42.00
QA-QC		8.00					8.00
<b>TOTAL HOURS</b>	<b>6.00</b>	<b>8.00</b>	<b>20.00</b>	<b>32.00</b>	<b>135.00</b>	<b>125.00</b>	<b>326.00</b>
<b>BILL RATE</b>	<b>\$ 175.45</b>	<b>\$ 133.62</b>	<b>\$ 126.00</b>	<b>\$ 94.53</b>	<b>\$ 84.00</b>	<b>\$ 61.60</b>	
<b>AMOUNT</b>	<b>\$ 1,052.70</b>	<b>\$ 1,068.93</b>	<b>\$ 2,520.00</b>	<b>\$ 3,024.96</b>	<b>\$ 11,340.00</b>	<b>\$ 7,700.00</b>	<b>\$ 26,706.59</b>

EXPENSE CODE	QUANTITY	RATE	TOTAL EXPENSES
materials	1.00	100.00	100.00
Expenses	1.00	4,180.00	4,180.00
Vehicle	20.00	65.00	1,300.00
<b>Subtotal</b>			<b>\$ 5,580.00</b>
<b>ESTIMATE TOTAL</b>			<b>\$ 32,286.59</b>

**This estimate based on the following**

Drainage Design file to be supplied to QEI  
 assumes 6 trips from Springfield Il to Rochelle  
 City of Rochelle will set offset for pot holes and those will be located at time of utility surveys

If a surveyor is requested to be on site at the time of the potholing an additional cost of \$850.00 per day (based on 10 hour day & expenses)