
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH PERALTE-
CLARK ENGINEERING FOR THE PRELIMINARY PHASE OF THE ROUTE 251
CONSTRUCTION PROJECT**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

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 ACCEPTING THE PROPOSAL AND AUTHORIZING A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH PERALTE-
CLARK ENGINEERING (PCE) FOR THE PRELIMINARY PHASE OF THE ROUTE
251 CONSTRUCTION PROJECT**

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 Illinois Department of Transportation has plans for upcoming road construction improvements along Route 251; and

WHEREAS, the construction improvements will extend 900 feet south of Illinois Route 38 to north of Flag Road, approximately 600 feet; and

WHEREAS, as part of the preliminary phase of this project, it is necessary to identify all potential conflicts with RMU sewer, water and electric facilities along the route, prior to construction; and

WHEREAS, Peralte-Clark Engineering has submitted a proposal for a Professional Engineering Services Agreement in which they will identify all potential conflicts through the necessary fieldwork, and will process, coordinate and analyze all of the data to be incorporated into the IDOT design plans; and

WHEREAS, Peralte-Clark’s Engineering proposal is in the amount of \$36,201 (a copy of the proposal and engineering agreement is attached herein as Exhibit A); 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 accept the proposal and enter into an engineering services agreement with Peralte-Clark Engineering for the preliminary phase of the Route 251 construction project.

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 proposal and engineering agreement from Peralte-Clark Engineering for the preliminary phase of the Route 251 construction project in the amount of \$36,201 is hereby accepted and the City Manager is authorized to execute the attached Exhibit A, as well as all other 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 11th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 11th day of December, 2023.

MAYOR

ATTEST:

CITY CLERK

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 ACCEPTING THE PROPOSAL AND AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH PERALTE-CLARK ENGINEERING (PCE) FOR THE PRELIMINARY PHASE OF THE ROUTE 251 CONSTRUCTION PROJECT” which was adopted by the Mayor and City Council of the City of Rochelle on December 11, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 11th day of December, 2023.

CITY CLERK

Exhibit A



December 4, 2023

Mr. Sam Tesreau, P.E.
City Engineer of Rochelle
1030 South 7th 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:

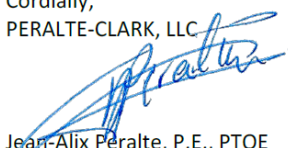
- Utility Location from our subconsultant Quigg Engineering (\$32,287)
- Administrative and coordination fee for Peralte-Clark (\$3,914)

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


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

Sam Tesreau, P.E.
City Engineer of Rochelle

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) 110% 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 in 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 reduction/drafting				32.00	10.00		42.00
QA-QC		8.00					8.00
TOTAL HOURS	6.00	8.00	20.00	32.00	135.00	125.00	326.00
BILL RATE	\$ 175.45	\$ 133.62	\$ 126.00	\$ 94.53	\$ 84.00	\$ 61.60	
AMOUNT	\$ 1,052.70	\$ 1,068.93	\$ 2,520.00	\$ 3,024.96	\$ 11,340.00	\$ 7,700.00	\$ 26,706.59

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
		Subtotal	\$ 5,580.00
		ESTIMATE TOTAL	\$ 32,286.59

This estimate based on the following

Drainage Design file to be supplied to QEI
 assumes 6 trips from Springfield II 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)

3. Prepare addenda information as required.

Construction Services

1. Conduct a Pre-Construction meeting.
2. Answer contractor questions and Requests for Information (RFI's).
3. Prepare RFP information and deliver it to the City of Rochelle for review and distribution to the contractors.
4. Provide shop drawing/submittal review.
5. Provide construction meeting attendance by on site monthly. Bi-Weekly teleconference meetings are required for the remaining weeks.
6. Provide a final punch list for the work specified as part of this contract.

Exclusions

1. Costs associated with filing for grants, permits, or similar items.
2. Commissioning.
3. Cost estimating.
4. Engineering services other than those listed above.





PROFESSIONAL SERVICES AGREEMENT

Proposal Pricing Summary

Basis of Charges

Charges for professional services performed by our firm for all services listed in the ATTACHMENT A - SCOPE OF SERVICES will be made on a fixed fee basis. Billings will be issued at least monthly and will be based upon total services completed and expenses incurred at the time of billing.

Our fees include civil, structural, electrical engineering services and assistance in grant discovery/application and administration services as described above. They include management and insurance.

If we are required to increase the scope of our services because of project scope changes, we will bill for this work at our standard hourly rates, 2.5 times direct personnel expense, or a predetermined additional lump sum. This would only be done with your prior approval. The Hourly Rate Schedule included with our fee is available for work exceeding the scope of this proposal.

At any phase of the project should construction costs increase by 5% or more, Keith Engineering Design is due the adjusted increase fee, while our fees shall not be reduced should the overall construction cost be reduced.

Prior to work beginning, the Client will issue a preliminary invoicing and payment schedule to enable KED to maintain a similar invoicing and payment schedule throughout the project.

Engineering Services Fee

Description of Services	Fee Proposal
Construction Documentation	\$102,200.00
Construction Administration	\$11,470.00
Reimbursables	\$1,400.00
Total Fee	\$115,070.00

Our Hourly Rates

Principal	\$205.00
Engineer III	\$185.00
Engineer II	\$165.00
Engineer I	\$150.00
Admin Assistant	\$85.00





PROFESSIONAL SERVICES AGREEMENT

This agreement is made this 12th day of October 2023, between City of Rochelle, subsequently referred to as "CLIENT" and Keith Engineering Design, Inc., subsequently referred to as "KED."

By joining in this agreement, CLIENT retains KED to provide engineering and design services for Municipal Utilities Wastewater Treatment Plant PV Solar Expansion located in Rochelle, Illinois subsequently referred to as the "Project."

By this Agreement, the scope of KED's services on this project is limited to that described in Attachment A.

The Client agrees to compensate KED for providing the above-described services in the manner described in Attachment B.

Client's failure to make payment to KED in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by KED.

Either Client or KED may terminate this Agreement without penalty at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay KED for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. The client shall also reimburse KED for all of KED termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs.

KED

CLIENT

By : *Brian Keith*

By _____

Title : President

Title _____

Date : October 12, 2023

Date _____