
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH KEITH
ENGINEERING DESIGN FOR THE SOLAR PLANT EXPANSION**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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KATE SHAW-DICKEY
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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

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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, in 2014 a solar plant was built at RMU’s wastewater plant site, and it was designed with the ability to eventually double the existing footprint; and

WHEREAS, RMU advertised a request for qualifications to procure engineering services to expand the existing solar plant at the wastewater treatment plant; and

WHEREAS, two statements of qualifications were received; and

WHEREAS, one of the two statements of qualifications received was from Keith Engineering Design in Peoria, Illinois; and

WHEREAS, the statement of qualifications from Keith Engineering Design included a proposal for engineering services in the amount of \$115,070 (a copy of the proposal and engineering agreement is attached herein as Exhibit A); and

WHEREAS, after careful review, RMU has determined it is in the City’s best interest to proceed with the proposal from Keith Engineering Design; 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 Keith Engineering Design for the Solar Plant Expansion.

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 Keith Engineering Design for the Solar Plant Expansion in the amount of \$115,070 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 KEITH ENGINEERING DESIGN FOR THE SOLAR PLANT EXPANSION” 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



PROPOSAL

City of Rochelle

Engineering & Design Services
**Municipal Utilities
Wastewater Treatment Plant
Phase 2 PV Solar Expansion**
Rochelle, Illinois



Agreement Date: October 12, 2023

EXCELLENCE WITHIN.

- Mechanical
- Electrical
- Plumbing
- Fire Protection

ATTACHMENT
A PROFESSIONAL SERVICES AGREEMENT
Scope of Services

Project Description

This project consists of civil, structural, and electrical engineering design services along with assistance with grant writing services related to the installation of the Phase 2 expansion of the existing photovoltaic solar system for the Wastewater Treatment Plant.

Our scope of work includes design for the expansion of a distributed generation solar PV project to offset the electrical usage of Rochelle Municipal Utilities' Wastewater Treatment Plant. Our services include assistance in finding and securing related grants and funding for the solar field expansion.

Our design services include:

1. Preparation of Construction Documentation .
2. Preparation of bidding and contract documents.
3. Preparation of technical specifications
4. Three design meetings with the Owner's representatives.
5. Assistance obtaining available grants.

The PV Solar project will have a footprint of approximately one acre and will be adjacent to the existing solar array of approximately 312 kW.

Scope of Work

1. Engineering services will be based on the project being design-bid-build delivery. Documents will be developed sufficiently to obtain permitting.
2. Our project drawings will be prepared in AutoCAD or Revit format.
3. Our specifications will be included bound in book format utilizing Masterspec.
4. All construction documents will be signed and sealed by a registered professional engineer from the State of Illinois.
5. We have included one on-site survey.
6. We have included three review meetings with the Owner's representative.

Included Items in project drawings and specifications

1. **Civil Engineering – Provided by Mohr & Kerr Engineering & Land Surveying, P.C.**
 - a. Provide documentation of the existing site including adjacent public utilities, etc.
2. **Structural Engineering – Provided by RLG Consulting Engineers**
 - a. Provide documentation for foundations and reviews of structural support of the solar panels.



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 R Keith*

By _____

Title : President

Title _____

Date : October 12, 2023

Date _____

