
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED TO THE ROCHELLE INTERMODAL
TRANSLOAD CENTER**

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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Peterson, Johnson, and Murray Chicago, LLC, City Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED TO THE ROCHELLE INTERMODAL
TRANSLOAD CENTER**

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 of Rochelle operates a railroad through the Rochelle Economic Development Department; and

WHEREAS, the City owns the Rochelle Intermodal Transload Center (“RITC”), and the proposed expansion would increase the size of the RITC by 40% and would allow for additional intermodal capacity and revenue to the rail operations; and

WHEREAS, Fehr Graham completed preliminary engineering on this project two years ago and City staff would recommend that Fehr Graham finalize the engineering work needed for the expansion project, so the grant application can be completed;

WHEREAS, Fehr Graham submitted a proposal (attached hereto as Exhibit 1), which City staff believes meets the City’s professional needs; 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 approve an engineering agreement with Fehr Graham for professional engineering services related to the expansion of the Rochelle Intermodal Transload Center; 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 an engineering agreement with Fehr Graham for professional engineering services related the expansion of the Rochelle Intermodal Transload Center, as set forth in Fehr Graham’s proposal, attached as Exhibit 1 hereto, 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 12th day of December 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of December 2022.

MAYOR

ATTEST:

CITY CLERK

Exhibit 1



December 1, 2022

Mr. Jason Anderson
Economic Development Director
City of Rochelle
420 North Sixth Street
Rochelle, IL 61068

**RE: Proposal for Professional Engineering Services
City of Rochelle Municipal Railroad Extension – Transload Yard East Expansion**

Dear Mr. Anderson,

Please accept this proposal for professional services for the preliminary engineering associated with the extension of the City of Rochelle's Transload Yard located on the east side of South Steward Road. The project includes extending the southern two (2) rail spurs east approximately 700 lineal feet across the existing drainage ditch onto the city-owned land. The design also includes a precast box culvert to span the said drainage ditch and the design of a paved freight handling and storage yard. The project is part of an IDOT Freight Program grant application with an estimated construction cost of \$4.0 million. The following details our anticipated scope of services.

GRANT SUPPORT

Fehr Graham will provide exhibits, narrative/descriptions, specifications, and estimates of cost in support of the city's IDOT Competitive Freight Program grant application. The preparation of the grant, the grant forms, grant narrative and other grant related items are excluded from this proposal and done by others.

TOPOGRAPHIC SURVEY

Fehr Graham previously completed a comprehensive topographic survey of the subject area. For the purposes of this proposal, Fehr Graham will complete any additional surveying as needed to supplement the previously collected data.

CIVIL ENGINEERING DESIGN

Using the previously completed topographic survey, Fehr Graham will prepare detailed engineering plans for the rail extension and transload yard expansion project. The plans will be completed to satisfy the requirements of the City of Rochelle and facilitate construction through the following preparations:

- » **Site Grading & Drainage Plan:**
 - » Site grading design indicating existing and proposed contour elevations, as well as proposed spot elevations.
 - » Stormwater drainage and conveyance design.
 - » Detail of stormwater detention pond, high water elevations and storage calculations.
- » **Industrial Rail Design:**
 - » Track alignments and profiles.
 - » Subgrade, subballast, and ballast designs.
 - » Track drainage.
 - » Track assembly design including ties, rail, and other track material (OTM).

515 Lincoln Highway | Rochelle, Illinois 61068 | p:815.562.9087 | f:815.562.4233 | www.fehr-graham.com

Insight. Experience. Results.

- » Site Layout and Laydown Yard Plan:
 - » Driveway and Storage Configurations will be shown and detailed.
 - » Concrete pavement design and typical sections will be included.
- » Soil Erosion / Sedimentation Control Plan:
 - » Details and specifications for Best Management Practices (BMPs).

STRUCTURAL ENGINEERING DESIGN

Fehr Graham will prepare detailed structural engineering plans for the drainage structure across the existing channel. The said structure is expected to consist of a multi-cell, precast concrete box culvert. The box culvert is expected to be approximately 200 feet in length, running the entire north and south dimension of the transload yard. The box culvert will be designed to accommodate both rail (Cooper E-80) and truck (HS-20) loadings. The plans will be completed to satisfy the requirements of the City of Rochelle and facilitate construction through the following preparations:

- » Culvert General Plan:
 - » Alignment, skew, elevations, and dimensions.
 - » General notes, loading, and design criteria.
 - » Reinforcement bar design.
 - » Bill of materials.
- » Precast Barrel Plan:
 - » Dimensions and elevations of precast barrel sections.
 - » General notes and design criteria.
- » Culvert Structural Details:
 - » End sections.
 - » Joint details.
 - » Reinforcement details.
 - » Dimensions and limits of pay items.
 - » Typical sections.
 - » Bill of materials.

NPDES PERMITTING AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

For site developments that will disturb more than 1.0 acres of land area, the IEPA requires a permit be issued prior to the site being disturbed. Fehr Graham will prepare and submit the Notice of Intent (NOI) and prepare the Storm Water Pollution Prevention Plan (SWPPP) in accordance with IEPA General NPDES Permit guidelines. This work will include preparation and submittal of permit applications to the Illinois Historical Preservation Agency and the Illinois Department of Natural Resources Endangered Species Review.

JOINT PERMIT APPLICATION

The detention facility is expected to discharge directly into John's Creek. Since the construction will occur within a floodplain/floodway, both State and Federal authorization is required. The Joint Permit Application is designed to simplify the approval process for the applicant seeking project authorizations from the U. S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Office of

Water Resources, and the Illinois Environmental Protection Agency. It is our assumption based on the current information that the construction of the detention pond outlet will fall under various state-wide permits and will not require additional permitting from any of the specific agencies listed in this section.

STORMWATER DETENTION DESIGN & STORMWATER REPORT

Stormwater detention will be provided on-site as part of the transload expansion. Fehr Graham will make provisions on-site for the construction of a stormwater detention pond that follows the City of Rochelle's stormwater ordinance. Detailed calculations and analysis will be completed for the design of the conveyance system and the stormwater detention facility to serve the project. All calculations and analysis will be documented in a report and delivered to the City for review and approval.

EXCLUSIONS

The following items are not included in the scope of services proposed here:

- » Environmental Site Assessments or other environmental investigations.
- » FEMA/IDNR/ACOE Permitting (if necessary).
- » Drainage, flood, access, utility, or other easements.
- » Additional land acquisition surveying and plats.
- » Permit fees.
- » Property boundary surveys.
- » Offsite utility extension designs.
- » Landscaping and Lighting Design.
- » Construction related services.

Any of the above services can be performed as an additional cost to the project.

SCHEDULE

Fehr Graham can initiate this project upon receipt of formal authorization to proceed.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amounts:

Grant Support	\$4,000
Topographic Survey	\$3,000
Civil Engineering Design	\$30,000
Structural Engineering Design	\$23,000
NPDES Permitting and SWPPP	\$3,000
Joint Permit Application (if necessary)	\$2,900
Stormwater Detention Design and Stormwater Report	\$6,000
Geotechnical Allowance (Testing Service Corporation)	<u>\$20,000</u>
	\$91,900

Payment for the services rendered will be requested via an invoice prepared monthly.

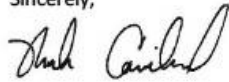
December 1, 2022
Mr. Jason Anderson, City of Rochelle
Proposal for Professional Engineering Services
Page 4

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If you would like us to proceed with this project, please sign the attached Agreement for Professional Services and return one copy to my attention.

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project. If you have any questions, please don't hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Noah Carmichael".

Noah Carmichael, PE
Principal

Enclosure: Agreement for Professional Services

NJC:sjm

N:\Proposals\2022\Noah Carmichael\Rochelle, City of\Transload East Expansion\22-1415 - City of Rochelle - Municipal Railroad Extension's
Transload Yard East Expansion Proposal 2022.12.01.docx



AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Jason Anderson
City of Rochelle
420 North Sixth Street
Rochelle, IL 61068

815.562.7595

Description of Services:

City of Rochelle - Municipal Railroad Extension's Transload Yard East Expansion – Rochelle, IL

Fehr Graham will provide professional services as related to preliminary engineering associated with the extension of the City of Rochelle's Transload Yard.

COST: You will be billed on a time and material based on the information available at this time, we are prepared to provide these services as outlined for the following fee amounts:

Grant Support	\$4,000
Topographic Survey	\$3,000
Civil Engineering Design	\$30,000
Structural Engineering Design	\$23,000
NPDES Permitting and SWPPP	\$3,000
Joint Permit Application (if necessary)	\$2,900
Stormwater Detention Design and Stormwater Report	\$6,000
Geotechnical Allowance (Testing Service Corporation)	<u>\$20,000</u>
	\$91,900

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Noah J. Carmichael

Title Principal

Date Proposed December 1, 2022

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

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 FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED TO THE ROCHELLE INTERMODAL
TRANSLOAD CENTER” which was adopted by the Mayor and City Council of the City of
Rochelle on December 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of December,
2022.

CITY CLERK