
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED THE PHASE 2 ENGINEERING DESIGN
OF CONSTRUCTION PLANS AND DOCUMENTS FOR IMPROVEMENTS ALONG
SOUTH MAIN STREET FROM NORTH OF STEAM PLANT ROAD TO VETERANS
PARKWAY AND APPROXIMATELY 400 FEET WEST ALONG VETERANS
PARKWAY**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM MCDERMOTT
BIL HAYES
DAN MCDERMOTT
KATE SHAW-DICKEY
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 Chicago, LLC, City Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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PARKWAY**

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 maintains certain roads throughout its corporate boundaries; and

WHEREAS, Phase 1 of the South Main Street improvements was completed in 2020 from Steward Road to Steam Plant Road; and

WHEREAS, Fehr Graham provided certain Engineering services for Phase 1; and

WHEREAS, the South Main Street Phase 2 Engineering and Right of Way acquisition were included in the City’s 2023 Capital Improvement Plan budget; and

WHEREAS, Fehr Graham submitted a proposal (attached hereto as Exhibit 1) for an Engineering Services Agreement for the Phase 2 Design Engineering, which includes the intersection design study, field survey work, construction plans, cost estimates, permitting and bidding of the project as defined in the scope of services; and

WHEREAS, the City’s staff believes the Proposal meets the City’s professional needs for the Phase 2 Engineering services; 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 services agreement with Fehr Graham for professional engineering services in the amount of \$174,698.00; 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 services agreement with Fehr Graham for professional engineering services in the amount of \$174,698.00, 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 June 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of June 2023.

MAYOR

ATTEST:

CITY CLERK



**Illinois Department
of Transportation**

EXHIBIT 1

**Local Public
Agency
Engineering
Services
Agreement**

Using Federal Funds? ☐ Yes ☒ No Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

| Local Public Agency | County | Section Number | Job Number |
|---------------------|--------|----------------|------------|
| City of Rochelle | Ogle | | |

| Project Number | Contact Name | Phone Number | Email |
|----------------|-----------------|----------------|------------------------|
| | Sam Tesreau, PE | (815) 561-2023 | stesreau@rochelleil.us |

SECTION PROVISIONS

| Local Street/Road Name | Key Route | Length | Structure Number |
|--------------------------------------|-----------|---------|--|
| South Main Street | FAU 5456 | 1600 LF | N/A |
| Location Termini | | | <input type="button" value="Add Location"/> |
| Steam Plant Road to Veterans Parkway | | | <input type="button" value="Remove Location"/> |

Project Description

Reconstruction of South Main Street from Steam Plant Road to Veterans Parkway. Includes pavement removal, HMA paving, concrete curb and gutter, storm sewer, and other appurtenances. Project also includes the realignment of Cain Parkway and the intersection with S. Main Street.

| | | |
|----------------------------------|---|-------------|
| Engineering Funding | <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other | Local Funds |
| Anticipated Construction Funding | <input type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other | Local Funds |

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

| Prime Consultant (Firm) Name | Contact Name | Phone Number | Email |
|------------------------------|-----------------|----------------|----------------------------|
| Fehr Graham | Noah Carmichael | (815) 562-9087 | ncarmichael@fehrgraham.com |

| Address | City | State | Zip Code |
|---------------------|----------|-------|----------|
| 515 Lincoln Highway | Rochelle | IL | 61068 |

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

| | |
|----------------------------------|---|
| Regional Engineer | Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT |
| In Responsible Charge Contractor | A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded |

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☐ EXHIBIT A: Scope of Services
- ☐ EXHIBIT B: Project Schedule
- ☐ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent
- ☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
- ☐ Specific Rate _____ (Maximum Fee \$150,000)
- ☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to

the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

| Prime Consultant (Firm) Name | TIN/FEIN/SS Number | Agreement Amount |
|------------------------------|--------------------|------------------|
| Fehr Graham | 36-2780335 | \$157,198.00 |
| | | |
| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
| Testing Service Corporation | 35-0937582 | \$17,500.00 |
| Subconsultant Total | | \$17,500.00 |
| Prime Consultant Total | | \$157,198.00 |
| Total for all work | | \$174,698.00 |

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

| |
|--------------------------|
| Local Public Agency Type |
| City |

 of

| |
|---------------------|
| Local Public Agency |
| City of Rochelle |

By (Signature & Date)

| |
|--|
| |
|--|

Local Public Agency

City of Rochelle

Local Public Agency Type

City

Clerk

By (Signature & Date)

| |
|--|
| |
|--|

Title

City Manager

(SEAL)

Executed by the ENGINEER:

Attest:

| |
|------------------------------|
| Prime Consultant (Firm) Name |
| Fehr Graham |

By (Signature & Date)

| |
|--|
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|--|

Title

| |
|--|
| |
|--|

By (Signature & Date)

| |
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Title

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APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

| |
|--|
| |
|--|

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

City of Rochelle

Fehr Graham

Ogle

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached.

EXHIBIT A - DESIGN ENGINEERING SCOPE OF SERVICES

Task 1 – Preliminary Engineering

Fehr Graham will advance the necessary preliminary engineering for the advancement of the project. The preliminary engineering will provide the basis of design for the final roadway design plans, specifications and estimates (PS&E). This task is assumed to include the following items:

- Topographic Survey
- ROW survey
- Traffic Analysis and Projections (incl signal warrants)
- Intersection Design Study (Main at Veterans Pkwy)
- Geotechnical Report (incl pavement cores)
- Drainage Report
- Environmental Survey Request
- Preliminary Cost Estimate
- Utility coordination (including BP Pipelines)
- Identification of additional ROW and/or easements

Task 2 – Roadway Plans

The plans will show the location, configuration, and dimensions of the prescribed roadway work that includes layout, plans, profiles, cross sections, and other necessary and significant details. Phase II roadway engineering plans will be prepared in accordance with IDOT standards at pre-final (90%) and final (100%) stages. The plans will be prepared by or under the direct supervision of an Illinois licensed Professional Engineer. The roadway plan set will generally consist of the following sheets:

- Cover Sheet (1 sheet)
- Index of Sheets, Listing of applicable Highway Standards, and General Notes (1 sheet)
- Summary of Quantities (1 sheet)
- Typical Sections (1 sheet)
- Schedule of Quantities (1 sheet)
- Alignment, Ties, and Benchmarks (1 sheet)
- Removal Plans (2 sheet)
- Plan and Profile (4 sheets)
- Suggested Stages of Construction and Traffic Control Plan and Notes (6 sheets)
- Erosion and Sediment Control Plan and Notes (2 sheets)
- Drainage and Utilities Plan and Profile (4 sheets)
- Pavement Marking Plan (4 sheets)
- Details (6 sheets)
- Cross Sections (6 sheets)

Task 3 – Quantity Computations

Fehr Graham will prepare quantity computations for the pre-final and final stages of the project. The computed quantities will serve as the basis for the Summary of Quantities and Schedule of Quantities sheets and the engineer's opinion of probable construction costs (EOPCC). The IDOT *Standard Specifications for Road and Bridge Construction* and the *Supplemental Specifications and Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, method

EXHIBIT A - DESIGN ENGINEERING SCOPE OF SERVICES

of measurement, and basis of payment are used. For each quantity, the IDOT coded pay item number will be used as given in the IDOT Coded Pay Items on the IDOT website.

Task 4 – Specifications and Special Provisions

Fehr Graham will prepare specifications and special provisions for the pre-final and final stages of the project. The IDOT *Standard Specifications and Supplemental Specifications* are included by reference in the first paragraph of the project Special Provisions. Applicable IDOT *Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions* will be included by reference by use of the Check Sheet. IDOT BOE *Special Provisions* and District Two *Special Provisions* will also be included. Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the above-mentioned specifications, a project specific Special Provision will be written by Fehr Graham.

Task 5 – Engineer's Opinion of Probable Construction Costs

Fehr Graham will prepare an EOPCC for the pre-final and final stages of the project utilizing the pay items and quantities. Itemized costs will be determined utilizing the pay item reports with awarded prices from IDOT's website. IDOT forms will be used to prepare the cost estimate and will include item number, item, unit, quantity, unit cost and total cost.

Task 6 – Meetings and Project Coordination

Fehr Graham will attend meetings as required throughout the duration of the contract. The meetings will include, but not be limited to the following: a project kickoff meeting, plan submittal review meetings, City Council meetings, and coordination meetings with the City of Rochelle and any stakeholders. These meetings will serve to discuss and resolve issues in the Phase II design process. Minutes of all meetings will be prepared by Fehr Graham and distributed within five working days of the meeting. A maximum of seven (7) meetings are included in this task.

Fehr Graham will submit pre-final and final plans to the City for review. The plans will be revised as necessary based on review comments. A disposition of comments will be prepared.

Fehr Graham will submit construction documents to IDOT at the pre-final and final stages for review in accordance with IDOT BLR schedule and guidelines. The documents will be revised as necessary based on review comments. A disposition of comments will be prepared with each resubmittal. Fehr Graham will complete all necessary IDOT BLR forms. The final contract documents will be sent to IDOT for approval.

Task 7 – Administration and Management

Project administration and management for the project will be performed by the Project Manager. Fehr Graham will prepare and submit a project schedule to the City for review and approval. The project schedule will be utilized for scope of work reviews, work-hour planning, and budget control. The project schedule will be updated as work progresses. Fehr Graham will also prepare monthly progress reports and invoices.

EXHIBIT A - DESIGN ENGINEERING SCOPE OF SERVICES

Task 8 – Quality Assurance/Quality Control

Fehr Graham will perform in-house quality control reviews to ensure that plans, specifications, cost estimates and other computations or assumptions, that form the basis for any deliverable, are correct and meet the standards and guidelines for the element or system. These quality control reviews will occur prior to submittal of any deliverable to the City or IDOT. The Project Manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents submitted for the project. Prior to the pre-final and final submittals, Fehr Graham will perform a constructability review.

Task 9 – Post Design Services

During the bidding period, Fehr Graham will:

- Address any RFI's.
- Issue addendums as required to interpret or clarify the contract documents.
- Assist the City with evaluating the bids if requested.

PROJECT ASSUMPTIONS AND QUALIFICATIONS

The following assumptions and qualifications were made by Fehr Graham in preparing the scope, fee, and schedule for the project. If any of these conditions change throughout the project, Fehr Graham may be entitled to additional compensation. We will notify the City as soon as possible if we foresee project conditions changing.

- All proposed materials and products for the project will be standard.
- Surveys, plats, negotiations, and appraisals for temporary easements and rights-of-way acquisition are not included in this contract.
- Geotechnical investigations and pavement analysis are included as an allowance (completed by others) and cost shall be passed along to client with a 10% markup.
- Environmental work includes the submittal of an ESR through IDOT. A detailed PESA, PSI or other work associated with the findings of the ESR are considered additional services.
- Phase III engineering services are not part of this contract.
- Meetings in addition to those specified herein are not included.
- Any permit fees and bonds are not part of this contract.
- Utility review fees and relocation costs are not part of this contract.

| | | | |
|--|------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| City of Rochelle | Fehr Graham | Ogle | |
| EXHIBIT B PROJECT SCHEDULE | | | |
| Work will be completed to meet the Spring 2024 letting date. | | | |

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| City of Rochelle | Fehr Graham | Ogle | |
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Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

| | | No | Yes |
|------------------|---|--------------------------|--------------------------|
| 1 | Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Was the scope of services for this project clearly defined? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Was public notice given for this project? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Do the written QBS policies and procedures cover conflicts of interest? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Do the written QBS policies and procedures discuss the methods of evaluation? | <input type="checkbox"/> | <input type="checkbox"/> |
| Project Criteria | | Weighting | |
| | | | |
| 8 | Do the written QBS policies and procedures discuss the method of selection? | <input type="checkbox"/> | <input type="checkbox"/> |

Selection committee (titles) for this project

| | | | |
|--|--|-------------------------------------|-------------------------------------|
| | | | |
| Top three consultants ranked for this project in order | | | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 9 | Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Were negotiations for this project performed in accordance with federal requirements. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Were acceptable costs for this project verified? | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | QBS according to State requirements used? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15 | Existing relationship used in lieu of QBS process? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16 | LPA is a home rule community (Exempt from QBS). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

| | | |
|--|--------------------|-----------------------|
| Local Public Agency | County | Section Number |
| City of Rochelle | Ogle | |
| Prime Consultant (Firm) Name | Prepared By | Date |
| Fehr Graham | N Carmichael | 5/12/2023 |
| Consultant / Subconsultant Name | Job Number | |
| | | |

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

| | | | | |
|---------------|-----------|--------|-------------------|---------|
| CONTRACT TERM | 12 | MONTHS | OVERHEAD RATE | 137.99% |
| START DATE | 6/1/2023 | | COMPLEXITY FACTOR | 0 |
| RAISE DATE | 1/1/2024 | | % OF RAISE | 2.00% |
| END DATE | 5/31/2024 | | | |

ESCALATION PER YEAR

| Year | First Date | Last Date | Months | % of Contract |
|------|------------|-----------|--------|---------------|
| 0 | 6/1/2023 | 1/1/2024 | 7 | 58.33% |
| 1 | 1/2/2024 | 6/1/2024 | 5 | 42.50% |

The total escalation = 0.83%

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Local Public Agency

City of Rochelle

County

Ogle

Section Number

Consultant / Subconsultant Name

Fehr Graham

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

| ITEM | ALLOWABLE | QUANTITY | CONTRACT RATE | TOTAL |
|---|---|----------|---------------|-------------|
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost (Up to state rate maximum) | | | \$0.00 |
| Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost | | | \$0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | \$0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | \$0.00 |
| Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | 10 | \$65.00 | \$650.00 |
| Vehicle Rental | Actual Cost (Up to \$55/day) | | | \$0.00 |
| Tolls | Actual Cost | | | \$0.00 |
| Parking | Actual Cost | | | \$0.00 |
| Overtime | Premium portion (Submit supporting documentation) | | | \$0.00 |
| Shift Differential | Actual Cost (Based on firm's policy) | | | \$0.00 |
| Overnight Delivery/Postage/Courier Service | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (In-house) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (Outside) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Project Specific Insurance | Actual Cost | | | \$0.00 |
| Monuments (Permanent) | Actual Cost | | | \$0.00 |
| Photo Processing | Actual Cost | | | \$0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual Cost | | | \$0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual Cost | | | \$0.00 |
| CADD | Actual Cost (Max \$15/hour) | 588 | \$15.00 | \$8,820.00 |
| Web Site | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Advertisements | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Facility Rental | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Recording Fees | Actual Cost | | | \$0.00 |
| Transcriptions (specific to project) | Actual Cost | | | \$0.00 |
| Courthouse Fees | Actual Cost | | | \$0.00 |
| Storm Sewer Cleaning and Televising | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Traffic Control and Protection | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Aerial Photography and Mapping | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Utlility Exploratory Trenching | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Testing of Soil Samples | Actual Cost | | | \$0.00 |
| Lab Services | Actual Cost (Provide breakdown of each cost) | | | \$0.00 |
| Equipment and/or Specialized Equipment Rental | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Survey Equipment | Actual Cost (\$20/hour) | 80 | \$20.00 | \$1,600.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| TOTAL DIRECT COSTS: | | | | \$11,070.00 |

City of Rochelle

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Job Number

Fehr Graham

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

| | | | | | | | | |
|------------------------|-------------|------|--------|--------|--------|--------|-------------|---------|
| Subconsultant DL | | | | | | | \$0.00 | |
| Direct Costs Total ==> | \$11,070.00 | | | | | | \$11,070.00 | 6.34% |
| TOTALS | | 1432 | 53,924 | 74,409 | 17,795 | 17,500 | 174,698 | 100.00% |

City of Rochelle

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AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 **OF** 2

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJ. RATES | | | Preliminary Engineering | | | Roadway Plans | | | Qauntity Computations | | | Spec and Spec Prov | | | EOPCC | | |
|-------------------------------|----------------------------|-------------------|------------|-------------|-------------------------|------------|-------------|---------------|------------|-------------|-----------------------|------------|-------------|--------------------|------------|-------------|-------|------------|-------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal | 69.05 | 32.0 | 2.23% | 1.54 | 4 | 1.15% | 0.79 | 4 | 0.56% | 0.39 | | | | 2 | 2.33% | 1.61 | | | |
| Survey Manager | 54.66 | 18.0 | 1.26% | 0.69 | 16 | 4.60% | 2.51 | 2 | 0.28% | 0.15 | | | | | | | | | |
| Project Manager | 52.39 | 138.0 | 9.64% | 5.05 | 16 | 4.60% | 2.41 | 40 | 5.60% | 2.94 | 2 | 5.26% | 2.76 | 4 | 4.65% | 2.44 | 4 | 33.33% | 17.46 |
| Senior Engineering Techni | 48.69 | 224.0 | 15.64% | 7.62 | 20 | 5.75% | 2.80 | 200 | 28.01% | 13.64 | 4 | 10.53% | 5.13 | | | | | | |
| Senior Project Engineer | 48.36 | 40.0 | 2.79% | 1.35 | | | | | | | | | | | | | | | |
| Project Engineer | 41.37 | 20.0 | 1.40% | 0.58 | 8 | 2.30% | 0.95 | 8 | 1.12% | 0.46 | | | | 4 | 4.65% | 1.92 | | | |
| Land Surveyor | 39.75 | 12.0 | 0.84% | 0.33 | 8 | 2.30% | 0.91 | 4 | 0.56% | 0.22 | | | | | | | | | |
| Staff Engineer | 35.55 | 200.0 | 13.97% | 4.97 | 40 | 11.49% | 4.09 | 80 | 11.20% | 3.98 | 8 | 21.05% | 7.49 | | | | 8 | 66.67% | 23.70 |
| EHS Scientist | 35.20 | 16.0 | 1.12% | 0.39 | 16 | 4.60% | 1.62 | | | | | | | | | | | | |
| Survey Crew Chief | 33.30 | 40.0 | 2.79% | 0.93 | 40 | 11.49% | 3.83 | | | | | | | | | | | | |
| Engineer | 32.08 | 264.0 | 18.44% | 5.91 | 80 | 22.99% | 7.37 | 120 | 16.81% | 5.39 | 24 | 63.16% | 20.26 | 16 | 18.60% | 5.97 | | | |
| Project Administrator | 30.64 | 104.0 | 7.26% | 2.23 | 16 | 4.60% | 1.41 | 16 | 2.24% | 0.69 | | | | 60 | 69.77% | 21.38 | | | |
| Associate Engineering Tec | 27.82 | 280.0 | 19.55% | 5.44 | 40 | 11.49% | 3.20 | 240 | 33.61% | 9.35 | | | | | | | | | |
| Hydrogeologist | 26.66 | 4.0 | 0.28% | 0.07 | 4 | 1.15% | 0.31 | | | | | | | | | | | | |
| Survey Technician | 19.95 | 40.0 | 2.79% | 0.56 | 40 | 11.49% | 2.29 | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | |
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| | | 0.0 | | | | | | | | | | | | | | | | | |
| | | 0.0 | | | | | | | | | | | | | | | | | |
| TOTALS | | 1432.0 | 100% | \$37.66 | 348.0 | 100.00% | \$34.49 | 714.0 | 100% | \$37.21 | 38.0 | 100% | \$35.63 | 86.0 | 100% | \$33.31 | 12.0 | 100% | \$41.17 |

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SHEET 2 **OF** 2

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | Meetings and Proj Coord | | | Admin and Mngmnt | | | QA/QC | | | Post Design Services | | | | | | | | |
|-------------------------------|------------------------|-------------------------|------------|--------------|------------------|------------|--------------|-------|------------|--------------|----------------------|------------|--------------|-------|------------|--------------|-------|------------|--------------|
| | | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg |
| Principal | 69.05 | 4 | 6.25% | 4.32 | 8 | 14.29% | 9.86 | 8 | 12.50% | 8.63 | 2 | 4.00% | 2.76 | | | | | | |
| Survey Manager | 54.66 | | | | | | | | | | | | | | | | | | |
| Project Manager | 52.39 | 8 | 12.50% | 6.55 | 40 | 71.43% | 37.42 | 16 | 25.00% | 13.10 | 8 | 16.00% | 8.38 | | | | | | |
| Senior Engineering Technicia | 48.69 | | | | | | | | | | | | | | | | | | |
| Senior Project Engineer | 48.36 | | | | | | | 40 | 62.50% | 30.22 | | | | | | | | | |
| Project Engineer | 41.37 | | | | | | | | | | | | | | | | | | |
| Land Surveyor | 39.75 | | | | | | | | | | | | | | | | | | |
| Staff Engineer | 35.55 | 24 | 37.50% | 13.33 | | | | | | | 40 | 80.00% | 28.44 | | | | | | |
| EHS Scientist | 35.20 | | | | | | | | | | | | | | | | | | |
| Survey Crew Chief | 33.30 | | | | | | | | | | | | | | | | | | |
| Engineer | 32.08 | 24 | 37.50% | 12.03 | | | | | | | | | | | | | | | |
| Project Administrator | 30.64 | 4 | 6.25% | 1.92 | 8 | 14.29% | 4.38 | | | | | | | | | | | | |
| Associate Engineering Techn | 27.82 | | | | | | | | | | | | | | | | | | |
| Hydrogeologist | 26.66 | | | | | | | | | | | | | | | | | | |
| Survey Technician | 19.95 | | | | | | | | | | | | | | | | | | |
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| TOTALS | | 64.0 | 100% | \$38.14 | 56.0 | 100% | \$51.67 | 64.0 | 100% | \$51.95 | 50.0 | 100% | \$39.59 | 0.0 | 0% | \$0.00 | 0.0 | 0% | \$0.00 |

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 THE PHASE 2 ENGINEERING DESIGN OF CONSTRUCTION PLANS AND DOCUMENTS FOR IMPROVEMENTS ALONG SOUTH MAIN STREET FROM NORTH OF STEAM PLANT ROAD TO VETERANS PARKWAY AND APPROXIMATELY 400 FEET WEST ALONG VETERANS PARKWAY” which was adopted by the Mayor and City Council of the City of Rochelle on June 12, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of June, 2023.

CITY CLERK