

August 9, 2017

Mayor Chet Olson  
City of Rochelle  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068

**RE: Applications for USEPA Brownfields Cleanup Grants  
Caron International Sites**

Dear Mayor Olson:

Fehr Graham would be pleased to prepare three (3) Brownfields Cleanup Grant applications to the United States Environmental Protection Agency (USEPA) on behalf of the City of Rochelle for the Caron International Sites. The applications would request up to \$200,000 each (\$600,000 total) in hazardous substances cleanup grant funding over a three-year period.

Please note that there is a twenty percent (20%) cost share required by the Brownfields program for any funds acquired from the cleanup grant program. \$600,000 in cleanup grants will require a \$120,000 local match.

### **Brownfields Cleanup Grant Proposal Development**

Fehr Graham will work with the City of Rochelle's Community Development Department to prepare an application for the USEPA Brownfields Cleanup Grant request for proposals. The application will be a joint effort with Community Development Director Michelle Pease, who is expected to take an active role in the development of the application.

### **Ranking Criteria for the Brownfields Cleanup Grant Application**

The EPA scoring criteria for last year's cleanup grant competition are provided below. It is possible that the point distribution may change with the release of the new guidelines this fall.

- **Community Need** - This section of your proposal provides the context for your project. The needs defined in this section should provide the foundation of your later discussion of the brownfields project, planned community engagement and partnerships, and the ways the project will ultimately benefit your targeted community (both outputs and outcomes). (20 points)
  - ◆ **Targeted Community and Brownfields**
    - Targeted Community Description
    - Demographic Information
    - Description of Brownfields
    - Cumulative Environmental Issues

- ◆ **Impacts on Targeted Community** - Issues that have resulted in a disproportionate impact on the target community. Includes describing threats to health or welfare of sensitive populations such as children, pregnant women, minority or low-income communities, or other sensitive groups in the target community.
- ◆ **Financial Need** - Financial factors of the target community requiring federal aid.
- **Project Description and Feasibility of Success** - Description of how funding will be implemented and used. (50 points)
  - ◆ **Project Description** - Description of projects that will be funded under the grant and how the project aligns with the targeted community's land use and revitalization plans. Also includes a description of project management approach and site selection.
  - ◆ **Task Description and Budget Table** - List of tasks required to implement the proposed project, work that will take place under each task, and any supplemental work or services necessary to carry out the project that will be funded by sources other than this grant.
  - ◆ **Ability to Leverage** - Other sources of funding, or resources that you have, or may be seeking to ensure the successful revitalization of brownfields sites assessed with this grant.
- **Community Engagement and Partnerships** - Demonstrate how all communities addressed through this project have provided input from the beginning of the project, and will be engaged throughout the project. Coalition proposals should demonstrate that the grant recipient will ensure that community engagement is tailored specifically to the needs of each targeted community. (35 points)
  - ◆ **Plan for Involving Targeted Community and Other Stakeholders; Communicating Project Progress** - Description of plan for involving community and other stakeholders. Description of plans for communicating the progress of the project to community members.
  - ◆ **Impacts on Targeted Community**
  - ◆ **Financial Need**
    - Economic Conditions
    - Economic Effects of Brownfields
- **Project Description and Feasibility of Success** - This section of your proposal describes your project and how it will be implemented. This section should demonstrate the feasibility of the project you will fund with this grant, and the extent to which the grant will stimulate the availability of other funds for cleanup and the subsequent reuse of the site and the target area in which the site is located. (30 points)

- ◆ **Project Description**
  - Existing Conditions
  - Proposed Cleanup Plan
- ◆ **Task Description and Budget Table**
  - Task Descriptions
  - Budget Table
- ◆ **Ability to Leverage**
- **Community Engagement and Partnerships** - This section of your proposal demonstrates how you will involve and inform the community and other stakeholders during the planning and implementation of your project. Your responses to the criteria will also explain how your proposed community engagement plan will meet the needs of the targeted community identified in Community Need portion of your proposal and identify the stakeholders and partners necessary to achieve the benefits discussed in Project Benefits. (15 points)
  - ◆ **Plan for Involving Targeted Community & Other Stakeholders; and Communicating Project Progress**
  - ◆ **Partnerships with Government Agencies**
  - ◆ **Partnerships with Community Organizations**
    - Community Organization Description & Role
    - Letters of Commitment
- **Project Benefits** - This section of your proposal describes the overall outcomes and benefits expected from your project in the context of the needs you discussed in the Community Need portion and the broader planning efforts as discussed in Project Description, including sustainable redevelopment and the near-term efforts to support sustainable environmental practices in the community. (20 points)
  - ◆ **Health and/or Welfare and Environmental Benefits**
    - Health and/or Welfare Benefits
    - Environmental Benefits
  - ◆ **Environmental Benefits from Infrastructure Reuse/Sustainable Reuse**
    - Policies, Planning, or Other Tools
    - Integrating Equitable Development or Livability Principles

- ◆ **Economic and Community Benefits**
  - Economic or Other Benefits
  - Job Creation Potential: Partnerships with Workforce Development Programs
- **Programmatic Capability and Past Performance** - This section of your proposal demonstrates that your organization has programmatic capability (experience, knowledge and resources, or ability to obtain them) necessary to ensure successful completion of all required aspects of this project and grant as discussed in the previous section of your proposal. (20 points)
  - ◆ **Programmatic Capability**
  - ◆ **Audit Findings**
  - ◆ **Past Performance and Accomplishments**
    - Compliance with Grant Requirements
    - Accomplishments

Every point counts, so we will work diligently to maximize the points. Political awareness early in the process also is very important. Applications that are near the cut-off in points could be awarded with strong political support.

### Fee and Schedule

The lump sum fee to prepare an application for USEPA Brownfields Assessment grant funding is \$3,500.00. This amount anticipates the City's Community Development Director participating in the development of the grant application. We anticipate the formal grant cycle will open in September or October.

We 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 enclosed Agreement for Professional Services and return a copy to my attention.

Sincerely,



Shelly R. Dunham  
Community Development Specialist



Ross A. Grimes  
Project Hydrogeologist

SRD/RAG:cld

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client Mr. Chet Olson  
City of Rochelle  
420 North Sixth Street  
P.O. Box 601  
Rochelle, IL 61068  
  
815.561.2000

Description of Services:

**City of Rochelle - USEPA Brownfields Cleanup Grants Preparation Assistance for Caron International Sites**

Fehr Graham will provide professional services as related to preparation of USEPA Brownfields Cleanup Grant Applications for the Caron International Sites in Rochelle, Illinois, as detailed in proposal letter dated August 9, 2017.

COST:

The fixed fee for performing the above services is \$3,500.

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 Joel P. Zirkle

Title Principal

Date Proposed August 9, 2017

## 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 1½% 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 Contractors(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.