



**DATE:** April 13, 2026

**TO:** Alderman Frost, Chair  
Members of the Finance and Personnel Committee

**FROM:** Matt Baillargeon, Deputy Water Superintendent

**RE:** **Award of Engineering Agreement: Well No. 46 Water Treatment Facility**

Well 46 Water Treatment Facility			
Contract Details		Project Details	
Vendor	Strand Associates, Inc.	Design Engineering	\$700,000
		Construction Engineering	\$1,840,000
Contract Award Amount	\$1,840,000.00	Construction	\$23,490,127.77
		Land Acquisition	\$
Contract Duration	December 28, 2029	Utility Relocation (please indicate if a Rider will be used)	\$
		Demolition	\$
Funding Source	IEPA State Revolving Fund (SRF)	Water Main Costs	\$
		Misc/Contingency Costs	\$
		<b>Total Projected Project Cost</b>	<b>\$26,030,127.77</b>

**NARRATIVE**

In July 2025, City Council awarded a contract to Strand Associates, Inc. for design engineering services for Well No. 46, located at 2075 Leonard Road, to replace the existing Well No. 24.

Construction of the Well No. 46 Water Treatment Facility will enhance water supply resiliency, provide system redundancy, and support long-term sustainability. This project is particularly critical for maintaining reliable service within the central hydraulic zone, especially in the southern portions of the City.

Based on Strand Associates, Inc.’s qualifications and extensive knowledge of the Well No. 46 Water Treatment Facility design, the Department of Public Works recommends awarding an engineering services agreement for construction phase services. These services include

construction engineering administration, on site observation, contract management, inspection services, and project closeout. The proposed agreement is for an amount not to exceed \$1,840,000.

This project is included in the Water Capital Improvements section of the FY2026–2030 Capital Improvement Program, which was adopted by the City Council on December 15, 2025.

If you have any questions, please contact Jamie Rott, Water Superintendent, at (779) 348-7654, or Matt Baillargeon, Deputy Water Superintendent, at (779) 348-7355.

**RESOLUTION**  
**of the**  
**CITY COUNCIL OF THE CITY OF ROCKFORD, ILLINOIS**  
**SUBMITTED BY: FINANCE AND PERSONNEL COMMITTEE**

RESOLUTION AWARDING CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES FOR WELL  
46 WATER TREATMENT FACILITY

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WHEREAS, the Compiled Statutes of the State of Illinois, in section 50 ILCS 510/5, provides for the selection of professional services shall, unless a satisfactory relationship already exists, be made through qualifications based selection and competitive, advertised requests for qualifications.

WHEREAS, a satisfactory relationship exists with an engineering firm to perform work for:

WELL 46 WATER TREATMENT FACILITY

WHEREAS, the Finance and Personnel Committee of the City Council for the City of Rockford, Illinois has reviewed the recommendation and proposal received for the aforementioned item(s) and recommends awarding an engineering agreement as follows:

Vendor: Strand Associates, Inc.  
Amount: \$1,840,000.00

WHEREAS, the Finance and Personnel Committee has determined that the funding for the aforementioned agreement shall be as follows:

IEPA STATE REVOLVING FUND (SRF)

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with Strand Associates, Inc of Madison, WI for Well 46 Water Treatment Facility Professional Services in the amount of \$1,840,000.00, subject to the specifications in the contract.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Legal Director is hereby authorized to prepare and deliver certified copies of this Resolution to the Central Services Manager.

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Thomas P. McNamara, Mayor  
City of Rockford, Illinois

\_\_\_\_\_  
Angela Hammer, Legal Director  
Ex-Officio Keeper of the Records and Seal  
City of Rockford, Illinois

Rockford, Illinois

Date: April 13, 2026

**RECOMMENDATION FOR RESOLUTION**

**TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:**

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of agreement with STRAND ASSOCIATES, INC of MADISON, WI for WELL 46 WATER TREATMENT FACILITY, in the amount of \$1,840,000.00. The Legal Director shall prepare the appropriate resolution.

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Kevin Frost (Chair)

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Jonathan Logemann (Vice chair)

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Frank Beach

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Dawn Granath

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Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Logemann:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___

Task Order No. 26-01  
City of Rockford, Illinois (CITY)  
and Strand Associates, Inc.® (CONSULTANT)  
Pursuant to Agreement for Engineering Services dated \_\_\_\_\_

## Project Information

Project Name: Well No. 46 Water Treatment Facility

Services Description: Provide construction contract administration services, resident project representative (RPR) services, and post-construction-related services for the Well No. 46 treatment facility, a 5,000,000-gallon reservoir, site renovations, and sanitary and watermain utility extensions previously designed by CONSULTANT.

## Scope of Services

CONSULTANT will provide the following services to CITY.

### Construction-Related Services

1. Provide construction contract administration services including the following:
  - a. Review up to three iterations of contractor's shop drawing submittals including Build America, Buy America documents.
  - b. Review up to 30 monthly contractor payment requests.
  - c. Review up to a combined total of 30 monthly contractor upcoming work reports, completed work reports, and overall project schedule updates.
  - d. Review and reply to up to 60 contractor requests for information.
  - e. Prepare and send up to 20 cost proposal requests to contractor for possible changes in the scope of services.
  - f. Develop and process up to eight construction orders.
2. Prepare agenda and minutes for and attend each of the following project meetings:
  - a. Preconstruction conference with CONSULTANT's project manager (PM) and RPR.
  - b. Up to 20 in-person construction progress meetings (CPM) with PM and RPR. One additional CONSULTANT personnel is anticipated to attend six of the CPMs.
  - c. Up to ten virtual CPMs with PM and RPR.
3. Attend up to four preinstallation meetings for chemical feed equipment (one per chemical) with PM, RPR, and one additional member of CONSULTANT's personnel.
4. Participate in factory acceptance testing of electrical control panels before they are shipped to the site. Up to 40 hours of electrical specialty visits are included.
5. Provide CITY and CITY's loan program manager with up to 40 hours of assistance in preparing and submitting Public Water Supply Loan Program (PWSLP) construction documentation.
6. Provide up to 280 hours of attendance at the water treatment plant and supervisory control and data acquisition start-up and training activities prior to substantial completion.
7. Assist CITY with obtaining operating permit from the Illinois Environmental Protection Agency (IEPA).

8. Participate in a substantial completion walkthrough with PM, RPR, and two additional CONSULTANT personnel to develop a list of items to be completed or corrected.
9. Perform one final completion review with PM, RPR, and two additional CONSULTANT personnel.
10. Prepare record drawings. CONSULTANT is providing drafting Services only for record drawings based on the records presented to CONSULTANT by contractor and CITY. CONSULTANT will not be liable for accuracy of the record drawing information provided by contractor and CITY. Transmit drawings in portable document format to CITY.

### RPR Services

Provide RPR services for observation of construction as follows:

<u>Task</u>	<u>No. of Hours</u>	<u>Duration</u>
Full-Time Observation	200 Hours per Month	18 Months
Part-Time Observation	80 Hours per Month	12 Months

**Note:** CITY will perform daily RPR services for the anticipated duration of the watermain work

### Special Inspection Services

1. Prepare Statement of Special Inspections in accordance with Chapter 17 of the 2021 International Building Code (IBC) for the water treatment facility.
2. Provide Special Inspections in accordance with the Statement of Special Inspections which are anticipated to include reinforcing concrete and masonry placement for the water treatment facility. Special Inspections will include observation of the work for general conformance with the Contract Documents. Special Inspections for concrete and masonry material testing, foundation and soil testing shall be provided by others hired directly by CITY. CITY-hired special inspection testing firm shall report any nonconforming test results to CITY.
3. Prepare Special Inspection Reports and furnish reports to the building department of the authority having jurisdiction.
4. Prepare Special Inspections Final Report in accordance with Section 1704 of the IBC.

### Post-Construction-Related Services

Provide 140 hours of post-construction services during the one-year warranty period.

### **Service Elements Not Included**

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
2. Additional CITY-required Site Visits and/or Meetings: Additional CITY-required site visits or meetings.
3. Preparation for and/or Appearance in Litigation on Behalf of CITY: Any services related to litigation.
4. Review of Product Substitutions Proposed by Contractor: CONSULTANT's cost for evaluating substitute products is not included.

5. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by CITY or contractors unless specifically requested and agreed to in writing. CONSULTANT's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Task Order. CONSULTANT is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

### Compensation

CITY shall compensate CONSULTANT for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$1,840,000 generally allocated as follows:

<u>Scope of Services Item</u>	<u>No. of Hours</u>	<u>Compensation</u>
Construction-Related Services	3,480	\$ 730,000
RPR Services	4,560	\$1,060,000
Special Inspection Services	80	\$ 20,000
Post-Construction-Related Services	<u>140</u>	<u>\$ 30,000</u>
	8,260	<u>\$1,840,000</u>

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Task Order is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Task Order, this Task Order will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by CITY but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on CONSULTANT's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of May 4, 2026. Services are scheduled for completion on December 28, 2029.

### Observation Services

In furnishing observation and Special Inspection services, CONSULTANT's efforts will be directed toward determining for CITY that the completed project will, in general, conform to the Contract Documents; but CONSULTANT will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

### Payment Requests

CONSULTANT's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to CITY free and clear of any liens, claims, or other encumbrances. Any such service by CONSULTANT will be provided through an amendment to this Task Order.

### **Audit and Access to Records**

Books, records, documents and other evidence directly pertinent to performance of PWSLP/Water Pollution Control Loan Program loan services under this Task Order shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford CONSULTANT an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of project services under this Task Order and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

### **Covenant Against Contingent Fees**

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Task Order or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, CITY shall have the right to annul this Task Order without liability or in its discretion to deduct from the compensation or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

CONSULTANT certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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. (c) Are not presently indicted 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 (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. CONSULTANT understands that a false statement on this certification may be grounds for rejection of this Task Order or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to five years, or both.

### **United States Environmental Protection Agency (USEPA) Nondiscrimination Clause**

CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Task Order. CONSULTANT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of agreements awarded under USEPA financial assistance agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Task Order which may result in the termination of this Task Order or other legally available remedies.

### USEPA Fair Share Percentage Clause

CONSULTANT agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWSLP rules. As required by the award conditions of USEPA’s Assistance Agreement with IEPA, CONSULTANT acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women’s Business Enterprises.

### Utilization of Women and Minority Businesses

CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. CONSULTANT will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under EPA financial assistance agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this agreement which may result in the termination or legally available remedies.

CONSULTANT agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of the USEPA’s Assistance Agreement with IEPA, CONSULTANT acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women’s Business Enterprises.

### TASK ORDER AUTHORIZATION AND ACCEPTANCE:

CONSULTANT:

STRAND ASSOCIATES, INC.®

## DRAFT

CITY:

CITY OF ROCKFORD, ILLINOIS

## DRAFT

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

Date

\_\_\_\_\_  
Thomas P. McNamara  
Mayor

Date



EPA Project Control Number

United States Environmental Protection Agency  
Washington, D.C. 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public 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;
- (c) Are not presently indicted 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 (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative Date

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I am unable to certify to the above statements. May explanation is attached.

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is made by and between the **CITY OF ROCKFORD** (hereinafter called CITY) and **Strand Associates, Inc.**<sup>®</sup>, 910 West Wingra Drive, Madison, Wisconsin 53715 , (hereinafter called CONSULTANT).

Whereas, the CITY desires to contract for professional services for projects detailed on associated Task Orders further outlined in the attached Sample. The Task Order will include **Project Information, Scope of Services, Compensation, and Schedule**. The general form of the Task Order shall be in accordance with the enclosed sample; and

Whereas, the CONSULTANT agrees to provide the professional services as set forth in the Task Order.

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein, the parties agree as follows:

1. This Agreement sets forth the entire final agreement between the CITY and the CONSULTANT, supersedes all prior negotiations, agreements and representations, either written or oral, and shall govern the respective duties and obligations of the parties.
2. The CONSULTANT's Obligations:
  - a. Perform all services with the standard of care of design professionals in Illinois, defined as the same degree of care, skill, and diligence exercised in the performance of the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
  - b. At the option of the CITY, and if authorized in writing, the CONSULTANT shall furnish or obtain from others Additional Services upon mutually agreed terms and conditions and by means of a written amendment to the associated Task Order. Services shall not proceed until written authorization from CITY is provided.
  - c. Provide services in accordance with the schedule set forth in each Task Order.
  - d. Upon the anticipation of a significant deviation from the schedule the CONSULTANT shall provide, in writing, a mutually agreed upon amended schedule by CONSULTANT and CITY.
3. The CITY's Obligation:
  - a. Place at CONSULTANT's disposal all available information pertinent to the Task Order-specified project, including previous reports and any other data relative to the scope of the Task Order-specified project, all of which CONSULTANT may rely upon.
  - b. Make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
  - c. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless otherwise specified.
  - d. Furnish title commitments for all necessary right-of-way or easements to be acquired, unless otherwise specified.
  - e. Designate in writing a person to act as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.
  - f. Report any deficiencies in the services to the CONSULTANT within 30 days of the CITY becoming aware of the deficiency. CITY may, in its sole discretion, require CONSULTANT to correct the performance of deficient services at no additional compensation, if said deficiency is in breach of the Standard of Care. If the CONSULTANT is unable to correct such deficiencies, the CITY may terminate the Agreement as provided below.

- g. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of CONSULTANT.
  - h. Provide all legal services as may be required for the development of the Task Order-specified project.
  - i. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. CITY's soils consultant shall provide all necessary geotechnical testing during construction. CITY's soils consultant shall notify CITY and CONSULTANT of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
  - j. Provide the front end documents that require the contractor to name CONSULTANT as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify CONSULTANT to the same extent that the contractor insures and indemnifies CITY.
  - k. Pay all permit and plan fees payable to regulatory agencies.
4. **Transfer of Agreement.** The CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CITY nor CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other.
5. **Payment for Services.** The CITY agrees to pay CONSULTANT for its services in the amount(s) set forth in each Task Order. The CONSULTANT shall submit monthly statements for services rendered. The CITY shall pay the CONSULTANT monthly invoices as required under the Illinois Local Government Prompt Payment Act, 5 ILCS 505/1 *et seq.*
  - a. Nonpayment sixty (60) days after the date of receipt of invoice may, at CONSULTANT's option, result in assessment of a one (1) percent per month carrying charge on the unpaid balance.
  - b. Nonpayment seventy-five (75) days after the date of receipt of invoice may, at CONSULTANT's option, result in suspension of Services upon five calendar days' notice to CITY. CONSULTANT will have no liability to CITY, and CITY agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by CITY. Upon receipt of payment in full of all outstanding sums due from CITY, or curing of such other breach which caused CONSULTANT to suspend Services, CONSULTANT will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.
6. **Legal Requirements.** CONSULTANT shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances.
7. **Retention of Records.** CONSULTANT must retain all records of services performed for a minimum of five (5) years.
8. **Opinion of Probable Cost.** The CONSULTANT shall use standard care in preparing any opinion of probable cost for the Task Order-specified project. Any opinion of probable cost provided by the CONSULTANT will be offered on the basis of experience and judgment. CONSULTANT has no control over the competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY. If CITY requires more than general guidance, then CITY agrees to obtain an independent cost estimate by others.
9. **Document Property Rights.** Upon payment in full by the CITY, all final documents or copies thereof including tracings, drawings, estimates, field notes, investigations, design analysis, studies, and specifications which are prepared in the performance of this Agreement are to be and remain the property of the CITY and are to be delivered to the Director of Public Works of the CITY. All

drawings shall be provided in a format acceptable to the CITY. The CONSULTANT shall endorse, by professional engineering seal, all plans, specifications, and engineering data furnished. Any reuse of the CONSULTANT-prepared documents by CITY or others will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

10. **Insurance Requirements.** Upon execution of the Agreement, and prior to CONSULTANT commencing or services, CONSULTANT shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance in amounts acceptable to the CITY. CONSULTANT shall provide the CITY with a Certificate of Insurance and Additional Insured Endorsement naming the CITY as Additional Insured thereunder on the applicable policies. All coverage shall be placed with an insurance company reasonably acceptable to the CITY.
11. **Confidential Information.** In the event CONSULTANT submits documents or information to CITY that it deems proprietary or confidential, CONSULTANT shall designate said documents as confidential or proprietary and submit them in a separate packet to the CITY. CITY shall not disclose documents or information designated as proprietary or confidential by CONSULTANT unless required to do so by applicable law, including the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*
12. **Indemnification.** CITY 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 expenses, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions.
13. **Termination.** This Agreement may be terminated by either party, without cause, upon fifteen (15) days written notice to the other 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.
14. **Force Majeure.** Neither the CITY nor CONSULTANT shall be considered in default of this Agreement or any services for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. CONSULTANT shall be granted a reasonable extension of time and associated compensation for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.
15. **Freedom of Information Act.** CONSULTANT shall be knowledgeable of the requirements of FOIA and shall, at CITY's request, provide documents in its possession that are responsive to a FOIA request received by CITY.
16. **Provisions Severable.** The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.
17. **Governing Law and Choice of Venue.** The City and CONSULTANT agree that this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the courts of the 17<sup>th</sup> Judicial Circuit, Winnebago County, State of Illinois.
18. **Execution of Agreement.** This Agreement shall be in full force and effect only when it has been approved by the CITY according to all applicable ordinances and statutes, and when executed by both parties.

19. **Conflict of Interest.** CONSULTANT affirms, by execution of this Agreement, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. CONSULTANT further affirms that no person having such an interest will be employed to perform any work or services under the contract.
20. **Term.** This Agreement will terminate five (5) years following its execution. The schedule for individual tasks will be included on each subsequently issues Task Order.
21. **Changes.**
  - a. CITY may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in CONSULTANT's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
  - b. No services for which additional compensation will be charged by CONSULTANT will be furnished without the written authorization of CITY. The fee established herein will not be exceeded without agreement by CITY but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
  - c. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.
22. **Data Provided by Others.** CONSULTANT is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through CITY, contractor, or others to CONSULTANT and where CONSULTANT's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.
23. **Third-Party Beneficiaries.** Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either CITY or CONSULTANT. CONSULTANT's Services under this Agreement are being performed solely for CITY's benefit, and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CITY and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.
24. **Remedies.** Neither CONSULTANT nor CITY shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.
25. **Terms and Conditions.** The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. CITY-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ by:

Strand Associates, Inc.®

By:           **DRAFT**            
(Signature)

ATTEST: (Seal)           **DRAFT**          

\_\_\_\_\_  
(Title)

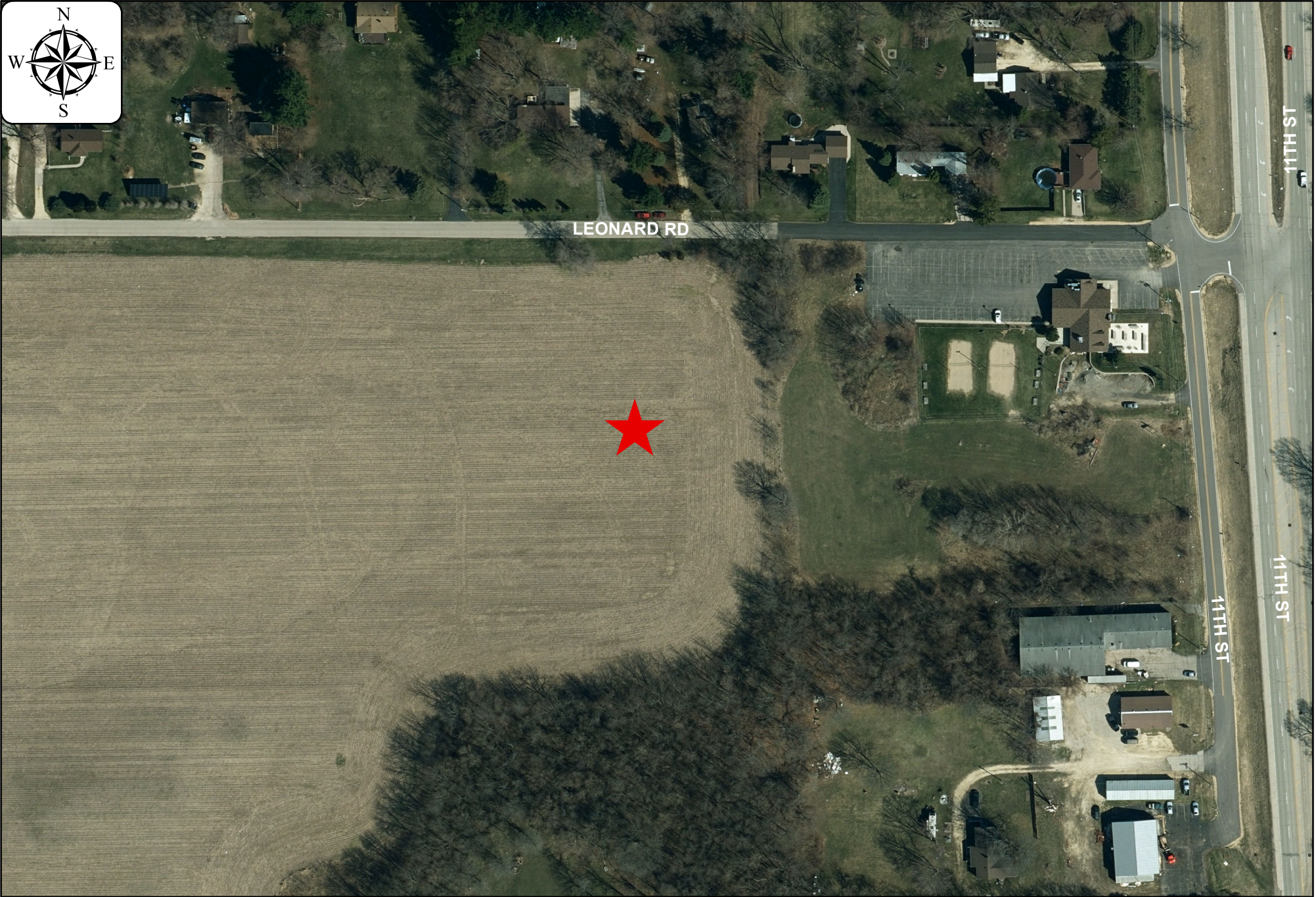
\_\_\_\_\_  
(Title)

Approved by the CITY Council of the CITY of Rockford this \_\_\_\_\_ day of \_\_\_\_\_

By:           **DRAFT**            
(Mayor)

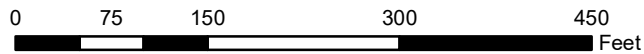
ATTEST:           **DRAFT**            
(Seal) Legal Director and Ex Officio  
Keeper of Records and Seal

\_\_\_\_\_  
(Date)



City of Rockford  
Public Works  
Engineering Division

### WELL 46



1 inch = 150 feet

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