



DATE: March 9, 2026

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

FROM: Ken Mattson, CIP Operations Manager

RE: **Award of Design Engineering Agreement: Beverly Park Floodplain Reconnection**

Beverly Park Floodplain Reconnection			
Contract Details		Project Details	
Vendor	HR Green, Inc.	Design Engineering	\$105,936.00
		Construction Engineering	In House
Contract Award Amount	\$105,936.00	Construction	TBD
		Land Acquisition	0
Contract Duration	July 2027	Utility Relocation (please indicate if a Rider will be used)	0
		Demolition	0
Funding Source	CIP General Fund	Water Main Costs	0
		Misc/Contingency Costs	0
		Total Projected Project Cost	\$105,936.00

NARRATIVE

An existing trapezoidal concrete channel drains a portion of the northwest side of Rockford through the Beverly Park neighborhood eventually draining into the north fork of Kent Creek. Over time this concrete channel has deteriorated to a point that requires removal and replacement. The City of Rockford recently received an IEPA GIGO grant that will provide funding to replace the concrete channel with a new modernized two-stage channel, allowing for increased capacity. Due to the extent of channel replacement professional assistance with design engineering is needed.

This agreement is for the design engineering of the Beverly Park Floodplain Reconnection. Services include project administration, data collection, topographic surveying, permitting, preliminary planning, and final contract documents which will include: contract plans and specifications for the removal and replacement of the existing concrete channel.

Based on their qualifications in two-stage channel design, it is the recommendation of the Department of Public Works that the City enter into an agreement with HR Green, Inc. This contract is a not-to-exceed amount of \$105,936.00.

This project is done in accordance with the “Stormwater and Drainage Program” chapter of the *FY 2026-2030 Capital Improvement Program*, adopted by City Council on December 15, 2025.

If you have any questions, please contact Jeremy Mitchell, Assistant Stormwater Manager, at (779) 348-7354.

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

RESOLUTION AWARDING CONTRACT FOR DESIGN ENGINEERING SERVICES FOR BEVERLY PARK
FLOODPLAIN RECONNECTION

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:

BEVERLY PARK FLOODPLAIN RECONNECTION

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: HR GREEN, INC., of MCHENRY, IL
Amount: \$105,936.00

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

CIP GENERAL FUND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with HR GREEN, INC. of MCHENRY, IL for BEVERLY PARK FLOODPLAIN RECONNECTION in the amount of \$105,936.00, 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:

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

Thomas P. McNamara, Mayor
City of Rockford, Illinois

Rockford, Illinois

Date: March 9, 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 the agreement with HR GREEN, INC of MCHENRY, IL for BEVERLY PARK FLOODPLAIN RECONNECTION, in the amount of \$105,936.00. The Legal Director shall prepare the appropriate resolution.

Kevin Frost (Chair)

Jonathan Logemann (Vice chair)

Frank Beach

Dawn Granath

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:___

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made by and between the **CITY OF ROCKFORD** (hereinafter called CITY) and **HR Green, Inc**, located at 1391 Corporate Drive, Suite 203, McHenry, IL 60050, (hereinafter called CONSULTANT) is as follows:

Whereas, the CITY desires to contract for professional services for the Project known as **BEVERLY PARK FLOODPLAIN RECONNECTION** further outlined in **EXHIBIT A**.

NOW, THEREFORE, it is hereby contracted and agreed:

1. This Agreement sets forth the entire final agreement between the CITY and the CONSULTANT and shall govern the respective duties and obligations of the parties.
2. The CONSULTANT's Obligations:
 - a. Perform all services, necessary for the completion of the above-described Project 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 addendum to **EXHIBIT A**. Work shall not proceed until written authorization from CITY is provided.
 - c. Make best efforts to adhere to the estimated length of services set forth in **EXHIBIT A**.
 - d. Upon the anticipation of a significant deviation from the estimated length of services the CONSULTANT shall provide, in writing, a mutually agreed upon amended length of service schedule by CONSULTANT and CITY.
3. The CITY's Obligation:
 - a. Place at CONSULTANT's disposal, all available information pertinent to the Project including previous reports and any other data relative to the scope of the Project, make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
 - b. Pay all costs and expenses incurred by the consultant for its account, including any such monies that the Consultant may advance for the City's account for purposes consistent with this Agreement.
 - 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 work 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 after such services are performed and may 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.

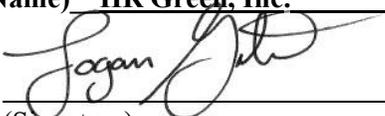
4. **Transfer of Agreement.** The CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor CONSULTANT shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.
5. **Payment for Services.** The CONSULTANT shall submit monthly statements for Basic and Additional Services rendered. The monthly statements will be based upon the fee schedule previously agreed by the parties. The CITY shall make payment as required under the Illinois Local Government Prompt Payment Act, 5 ILCS 505/1 *et seq*, in response to the CONSULTANT monthly invoices.
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 work performed for a minimum of five (5) years.
8. **Estimate of Cost.** The CONSULTANT shall use standard care in preparing the estimate of cost for the Project. Any opinion of probable cost, budget estimate, cost estimate, or other cost evaluation provided by the CONSULTANT will be offered on the basis of experience and judgment.
9. **Document Property Rights.** Upon payment in full by the CITY, all 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 before the final payment is made to the CONSULTANT. All drawings shall be provided in a format mutually acceptable to the CITY. The CONSULTANT shall endorse, by professional engineering seal, all plans, specifications, and engineering data furnished.
10. **Insurance Requirements.** Upon execution of the Agreement, and prior to CONSULTANT commencing any work or services with regard to the project, 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. All coverage shall be placed with an insurance company reasonably acceptable to the CITY.
11. **Confidential Information.** Both the CITY and CONSULTANT will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of information designated in writing to be confidential. Both parties agree to hold the other party's confidential information in strict confidence.
12. **Indemnification and Limitation of Liability.** CITY and CONSULTANT each agree to indemnify and hold the other harmless, inclining 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.
13. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party, without cause, upon fifteen (15) days written notice. 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 work order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. CONSULTANT shall be granted a reasonable extension of time 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.** The CONSULTANT shall be knowledgeable of the Freedom of Information Act (FOIA), and shall conduct business and transmit documents and correspondence with special consideration.
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 Illinois' 17th 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 its duly authorized officials.
19. **Conflict of Interest.** CONSULTANT affirms, by execution of this Agreement, he 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, and that no employee of the CITY is directly or indirectly interested in the Agreement for any reason of personal gain.

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 11th day of February 2026 by:

(Firm Name) HR Green, Inc.

By: 
(Signature)

ATTEST: (Seal)

Regional Manager, Water Resources
(Title)

(Title)

Approved by the CITY Council of the CITY of Rockford this _____ day of _____

By: _____
(Mayor)
(Date) _____

ATTEST: _____
(Seal) Legal Director and Ex Official
Keeper of Records



**AGREEMENT FOR ENGINEERING SERVICES
EXHIBIT A**

For

**Beverly Park Floodplain Reconnection
Tributary to North Fork Kent Creek**

Jeremy Mitchell, CFM
Assistant Stormwater Manager
425 E State St
Rockford, IL 61104
779-348-7354

Logan Gilbertsen, PE, CFM
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
HR Green Project Number 220709.02

February 11, 2026

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE

This Exhibit A for the AGREEMENT made by and between **CITY OF ROCKFORD** (hereinafter called CITY) and **HR Green, Inc**, located at 1391 Corporate Drive, Suite 203, McHenry, IL 60050, (hereinafter called CONSULTANT) is as follows:

1.0 Project Understanding

1.1 General Understanding

In 2025, CONSULTANT assisted CITY in preparing a grant application for the Green Infrastructure Grant Opportunity (GIGO) through the Illinois Environmental Protection Agency (IEPA). The CITY has received verbal notice that a grant will be awarded to CITY in the amount of \$613,551.00 to design, permit and construct a minimum of 2,000 linear feet of two-stage channel within the Beverly Park neighborhood along a tributary to the North Fork of Kent Creek.

The CITY seeks engineering services from CONSULTANT to design and permit the proposed channel improvements along the tributary to the North Fork of Kent Creek from the confluence with the North Fork of Kent Creek to Gilbert Avenue. Limits of the proposed work include approximately 2,200 linear feet of concrete lined channel. These limits are highlighted in Figure 1 below.

It is assumed that detailed design will include installation of a new two-stage channel cross section, bank stabilization and riparian area restoration with native vegetation.

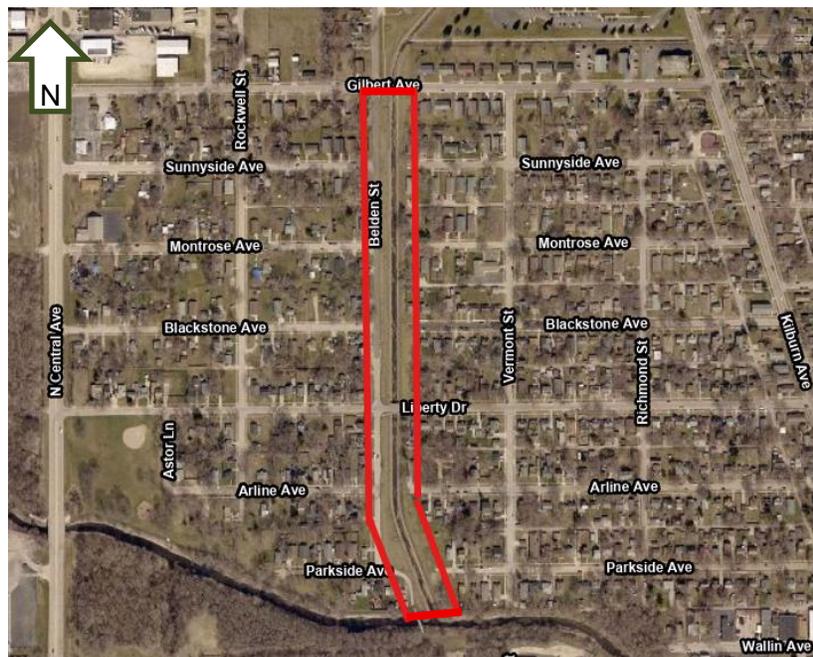


Figure 1: Approximate Project Location

As depicted below in Figure 2, the existing channel is a concrete lined trapezoid cross section. The grant application indicated that the concrete channel will be removed and a two-stage channel will be installed. Floodplain benches will be installed at the bankfull elevation and native vegetation, and stone will be used to stabilize the waterway.



Figure 2: Existing conditions of the tributary

1.2 Design Criteria/Assumptions

CITY intends to employ CONSULTANT to design, permit and complete grant management for the grant funded work within the project limits. The intent is to maximize the use of grant funding, reduce flooding within the adjacent neighborhoods and provide a naturalized two-stage channel along the project corridor.

Design will meet the requirements of local, state, and federal agencies which have jurisdiction. This includes:

- City of Rockford for work in the floodplain
- Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) for work in the floodway
- United States Army Corps of Engineers (ACOE) for work in jurisdictional wetlands or waters of the United States

CONSULTANT will apply the following guidelines in the design of the project:

- IDNR-OWR Part 3700 Rules
- ACOE Nationwide Permit requirements
- City of Rockford Stormwater Management Ordinance
- IDOT Standard Specifications for Road and Bridge Construction (latest edition)

2.0 Services

The CITY agrees to employ CONSULTANT to perform the following services:

2.1 Project Administration

This item will include general administrative tasks associated with the project, including but not limited to:

- Developing a Project Work Plan and Schedule
- Managing scope, schedule, and budget in accordance with expectations and schedule established during the initial kick-off meeting, as well as in accordance with the scope.
- General project correspondence with the CITY, design team, and regulatory agencies.
- General administrative tasks related to project correspondence, collating and copying of submittal packages, and filing.
- Project status updates provided to the CITY by the project manager on a recurring basis.

2.2 Meetings

2.2.1 Kickoff Meeting

CONSULTANT will attend one (1) in-person kickoff meeting with the CITY to discuss scope, schedule, and budget and general project goals and objectives. CONSULTANT will provide a meeting agenda, attend the meeting, and prepare minutes of the meeting. CONSULTANT will also conduct one (1) internal kickoff meeting with the project team to discuss scope, schedule, and budget and project goals and objectives.

2.2.2 Progress Meetings

CONSULTANT will attend one (1) virtual progress meeting with the CITY to discuss engineering plans, contract document development, and costs. CONSULTANT will provide a meeting agenda and associated exhibits, attend the meeting, and prepare meeting minutes.

2.3 Data Collection

2.3.1 Environmental Site Conditions Exhibits

CONSULTANT will download relevant site data from FEMA, the National Wetlands Inventory, Winnebago County and USDA's web soils survey. Data will be mapped and incorporated into the alternatives analysis.

2.3.2 Field Reconnaissance

CONSULTANT team members will complete site reconnaissance to become familiar with the site and constraints to be addressed in the concept plan development. A review of the site's proposed access, underground and overhead utilities, floodway and floodplain impacts, and wetland impacts will be evaluated.

CONSULTANT will review the CITY's utility atlas (or other plans provided by the CITY) and investigate the existence of storm sewer outfalls within the project limits.



2.3.3 Franchise Utility Coordination

CONSULTANT will submit a J.U.L.I.E. design ticket upon Notice to Proceed to obtain utility maps to identify existing private and public utilities present within the project limits. These utility maps, supplemented by the field survey of visible utilities, will be used to identify potential conflicts that may impact the design and/or require relocation. The known franchise utilities obtained during this process will be incorporated into the base survey drawings.

2.3.4 Wetland Delineation

A wetland delineation will be required as part of the Army Corps permitting process. CONSULTANT will complete a wetland delineation of the project area. Ecologists will conduct a wetland delineation within the approximately 9-acre site in accordance with the U.S. Army Corps of Engineers (ACOE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. GPS points will be used to delineate the on-site wetland boundaries. Pink flags will be placed as part of this work. As required by the ACOE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions.

A wetland delineation report in accordance with the ACOE's 1987 Wetland Delineation Manual and Midwest Regional Supplement will be prepared. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data point locations, wetland and soils maps, ACOE data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

2.3.5 Geotechnical Services

CONSULTANT will utilize a sub-consultant (Testing Service Corporation) to complete two (2) borings within the upland area up to 15 feet deep, and one (1) CCDD sample. The sample will be used to provide contractors with information regarding the in-situ soils.

Samples obtained from the borings will be examined by laboratory personnel to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System.

As a result of legislation enacted by the Illinois General Assembly and signed into law on July 30, 2010, by the Governor of Illinois, Public Act 096-1416, regulating disposal of Clean Construction or Demolition Debris (CCDD), disposal of construction or demolition debris requires a certification from an Illinois registered Professional Engineer that soils generated during construction activities are uncontaminated. The proposed geotechnical borings be screened onsite using a Photo Ionization Detector (PID) for presence of Volatile Organic Compounds (VOC's). One (1) soil sample will be submitted to a certified laboratory qualified to test the soil for the Illinois Environmental Protection Agency (IEPA) Site Remediation Program Target Compound List. The laboratory results will be compared to Part 742, Tier Approach to Corrective Action Objectives (TACO), Table A. Based on the results of environmental records review and soil sampling, SUB-CONSULTANT will provide Professional Engineer (P.E.) certification for the soils generated during construction activities that are appropriate for disposal at a permitted CCDD facility. The P.E. certification will be provided on Illinois Environmental Protection Agency form LPC-663.

If contaminants are found, then additional testing may be required outside the scope of this project. Additional testing may include additional borings, supplemental PESA and PSI which are not included in this scope. Additional soils investigations can be provided for an additional fee.

2.4 Topographic Survey

2.4.1 Topographic Survey

CONSULTANT will conduct a topographic survey of the area lying within the limits described above including PINs 11-15-126-020, 11-15-176-016, portions of 11-15-156-045, Liberty Drive bridge, Gilbert Avenue Bridge and portions of Belden Street , being approximately 9 acre total. The topographic survey will include cross-sections at 50-foot intervals and extend to the limits outlined in red on Figure 1. The survey will include visible existing features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm, sanitary sewer, and watermain structures will be surveyed, including rim elevation, invert elevation, pipe size, direction and elevation as observed at unlocked manholes. Trees situated within the limits described above and having a diameter of six (6) inches or greater will be located, but the species will not be identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

2.4.2 Base Map

A survey base drawing will be generated of the existing features collected within the limits described above, and TIN including approximate one-foot contours, according to IDOT standards. The base map will be completed in AutoCAD Civil3D release 2023 for use in CONSULTANT'S internal design.

2.5 Permitting

2.5.1 Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting

The proposed improvements will require permitting from the ACOE for impacts to jurisdictional wetlands and Waters of the United States (WOTUS) and for work within the river. The Rock River is a navigable waterway and a WOTUS. It is assumed that the work will be permitted under Nationwide Permit 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities. CONSULTANT will prepare necessary information for the permit application which will be submitted to the Rock Island District. Up to two (2) reviews and resubmittals are anticipated prior to approval and permitting from ACOE. CONSULTANT will correspond and provide information required to facilitate permit approval. It is also anticipated that ACOE will directly submit to and coordinate with the State Historic Preservation Office (SHPO) for historic preservation clearance for their internal use.

2.5.2 IDNR EcoCAT

CONSULTANT will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (Ecological Compliance Assessment Tool) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without

additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of scope and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on the current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CITY.

2.5.3 IDNR-OWR Floodway

The Tributary to the North Fork Kent Creek is a mapped regulatory floodway; therefore, the subject improvements are under the jurisdiction of IDNR-OWR. It is assumed that this project will be permitted under the IDNR floodway authorization program as a general permit, with the assumption that the project plans show no net fill in the floodway. It is assumed that hydraulic analysis will be required by IDNR-OWR. Up to two (2) reviews and resubmittals are anticipated prior to approval and permitting from IDNR-OWR. Per the Office of Water Resources Permit Application Fee Notice dated July 1, 2025 through June 30, 2026, this permit application is anticipated to require a review fee of \$3,440.00 for construction activities that the Department determines will hydrologic and/or hydraulic analysis to demonstrate compliance with the Part 3700 rules. This permit review fee is included in the cost of this agreement.

2.5.4 Rockford Stormwater

The City of Rockford has local jurisdiction over stormwater and floodplain improvements. Stormwater and floodplain conditions will be documented in the City of Rockford's standard forms and submitted for approval. No review fee is anticipated for this review.

2.5.5 United States Fish and Wildlife Service (USFWS) Section 7 Review:

CONSULTANT will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of scope and will require an addendum to this contract.

2.6 Preliminary Plans

CONSULTANT will prepare preliminary plan sheets, consisting of Cover Sheet including Schedule of Quantities and Benchmarks, General Notes & Legend, Existing Conditions and Removal Plan, Proposed Grading and Site Plan, Typical Cross Sections, Proposed Grading and Site Plans and assemble them for submittal to the CITY. Preliminary plans are defined as approximately a 60% level of completion.

CONSULTANT will coordinate with the CITY to identify opportunities for enhancement and potential pitfalls, and to gain general concurrence and authorization from the CITY to move to pre-final design and preparation of contract documents. CONSULTANT will not perform any revisions to the preliminary plans deliverable but rather will incorporate the changes into the effort for final design and preparation of the contract documents.

2.7 Pre-Final Contract Documents

CONSULTANT will prepare pre-final plan sheets, consisting of the preliminary plans, modifications requested to the preliminary plans, restoration and erosion control sheets, and assemble them for submittal to the CITY. Pre-final plans are defined as approximately a 90% level of completion. Specifications will be prepared in accordance with CITY and Standard Specifications for Road and Bridge Construction pay items.

CONSULTANT will coordinate with the CITY to gain general concurrence and authorization from the CITY to move to final design and preparation of contract documents. CONSULTANT will not perform any revisions to the pre-final plans deliverable but rather will incorporate the changes into the effort for final design and preparation of the contract documents.

The Pre-final plans will be used to apply for permit applications.

2.8 Final Contract Documents

Plans and specifications will be developed after pre-final engineering is complete. Pre-Final and Final submittals are assumed to be submitted to the CITY for review and approval. An Engineer's Opinion of Probable Construction Cost (EOPC) will be developed at the preliminary plan stage and updated for the pre-final and final plan set. The EOPC will be completed in 2026 dollars. CONSULTANT will provide the EOPC to CITY in an Excel format.

CONSULTANT will develop and assemble the contract specifications and documents for this project in accordance with CITY policies, procedures, and standards. The contract documents will include the following:

- Contract Plans
 - Cover Sheet including Schedule of Quantities and Benchmarks;
 - General Notes & Legend;
 - Existing Conditions and Removal Plan; (3 sheets)
 - Proposed Grading and Site Plan; (5 sheets)
 - Typical Cross Sections (1 sheet)
 - Erosion Control and Restoration Plan; (3 sheets)
 - Erosion Control Details & Notes;
 - Construction Details;
- Contract Documents
 - Index for Supplemental Specifications and Recurring Special Provisions;
 - Check Sheet for Recurring Special Provisions;
 - Check Sheet for Recurring Local Roads and Streets Special Provisions;
 - Project Special Provisions;

2.9 Quality Assurance And Quality Control (QA/QC) Reviews

This item will include QA/QC of the deliverables at the following milestones:

- Preliminary Plans and specifications. The QA/QC at this submittal shall include a plan in hand review for constructability.
- Pre-Final Plans and specifications
- Final Contract Plans and specifications.

- Permit Application Submittals.

2.10 Bidding Assistance

CITY will bid the project internally. The following services will be the responsibility of CITY:

- Develop and add front end documents to specifications.
- Advertise for bid in local newspaper.
- Print and distribute and/or distribute bid documents.
- Maintain bidder's list.
- Operate bid opening.
- Review bids and prepare a bid tabulation and recommendation for award.

CONSULTANT will respond to bidder's questions and provide CITY with clarifications or addenda, if necessary.

2.11 Grant Management

The project is being funded in part by the Illinois EPA's GIGO program. CONSULTANT will assist the CITY with grant management by completing the following tasks:

- BMP documentation using IEPA forms.
- Completion of a 10-year operations and maintenance plan.
- Providing designs for required signage. Physical signs are not included.
- Project report preparation upon completion of construction.
- Quarterly reporting as required by IEPA. It is assumed that up to four (4) quarterly reports will be necessary through the duration of the project.

COMPANY will complete these tasks and provide documentation to CITY to upload to the IEPA's AmpliFund website.



3.0 Deliverables and Schedules Included in this Agreement

CONSULTANT will provide weekly status emails and the following deliverables:

- Geotechnical Investigation Report and LPC-662 form
- Permit applications as identified in Section 2.5
- Preliminary Engineering Plans and EOPC
- Pre-Final Engineering Plans and EOPC
- Final Engineering Plans, Specifications, and EOPC

Schedule

Task	Start Date	End Date
2.1 Project Administration	3/30/2026	10/16/2026
2.2 Meetings	3/30/2026	10/16/2026
2.3 Data Collection	4/13/2026	5/13/2026
2.4 Topographic Survey	4/13/2026	5/13/2026
2.5 Permitting	4/27/2026	7/11/2026
2.6 Preliminary Plans	5/13/2026	6/27/2026
2.7 Contract Documents	7/7/2026	9/5/2026
2.8 QA/QC Reviews	6/20/2026	8/22/2026
2.9 Bid Award & Assistance	9/12/2026	10/12/2026
2.10 Grant Management	3/30/2026	6/1/2027

This schedule was prepared to include reasonable allowances for review and approval times required by the CITY and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CITY or for delays or other causes beyond the control of CONSULTANT.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Letter of Map Revision (LOMR)
- Grant Applications
- Boundary/Right-of-Way Survey
- Plat of Highways, Plat of Survey/Topography;
- Bathymetric/Hydrographic Survey of North Fork Kent Creek;
- Field/Drain Tile Surveys;
- Roadway Borings, Pavement Cores, Roadway Geotechnical Report (RGR);
- Environmental Survey Request (ESR);
- Archaeological and/or T&E species surveys
- Species and Habitat Surveys;
- Dye testing, smoke testing and/or CCTT investigations of located outfalls
- Existing Tree Species Identification;
- Wetland Impact Evaluation (WIE) Form;
- Water Quality Analysis, Pollutant Loading Analysis, Antidegradation Analysis;
- Special Lands Reports and Coordination (Section 4(f), Section 6(f), OSLAD);
- PESA, PSI, Special Waste Sampling, Analysis, LPC Forms, Clearances;
- USACE Section 404 Individual Permit;
- Public Involvement, Public Information Meeting, Community Advisory Group;
- Design and Plans for Sidewalk, Multi-use Path, and ADA Ramps;
- Suggested Maintenance of Traffic Plans;
- Pavement Design;
- Land Acquisition Services (Appraisals, Review Appraisals, Negotiations);
- Preparation of Contractor Bid Documents and Contractor Bid Review;
- Attendance at the Bid Opening and Pre-construction Meeting; and
- Construction Layout and Construction Observation.

Supplemental services not included in the AGREEMENT can be provided by CONSULTANT under separate agreement, if desired.

5.0 Services by Others

- Midland Standard Engineering & Testing (MSET): Geotechnical soil borings and testing.

6.0 Client Responsibilities

- Provide items as described in the scope of services
- Provide review comments for deliverables.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on CONSULTANT standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CITY.

7.3 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and can be provided under a separate agreement if desired.

7.4 Payment

The CITY AGREES to pay CONSULTANT on the following basis:
Time and material basis with a Not to Exceed fee of \$105,936.00.



Task	HRG Hours	HRG Labor Fee	Hourly Fee Rate	Sub Consultants	Fees & Direct Costs	Total
2.1 Project Administration	15	\$3,615.00	\$241.00	\$0.00	\$65.00	\$3,680.00
2.2 Meetings	20	\$4,752.00	\$237.60	\$0.00	\$141.00	\$4,893.00
2.3 Data Collection	33	\$5,928.00	\$179.64	\$5,750.00	\$141.00	\$11,819.00
2.4 Topographic Survey	51	\$9,094.00	\$178.31	\$0.00	\$202.00	\$9,296.00
2.5 Permitting	63	\$11,054.00	\$175.46	\$0.00	\$3,567.00	\$14,621.00
2.6 Preliminary Plans	132	\$20,856.00	\$158.00	\$0.00	\$0.00	\$20,856.00
2.7 Contract Documents	163	\$27,254.00	\$167.20	\$0.00	\$0.00	\$27,254.00
2.8 QA/QC Reviews	16	\$3,904.00	\$244.00	\$0.00	\$0.00	\$3,904.00
2.9 Bid Award & Assistance	6	\$1,316.00	\$219.33	\$0.00	\$63.00	\$1,379.00
2.10 Grant Management	41	\$8,234.00	\$200.83	\$0.00	\$0.00	\$8,234.00
Totals:	499	\$96,007.00	-	\$5,750.00	\$4,179.00	\$105,936.00

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