



DATE: August 10, 2026

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

FROM: Jeremy Carter, Traffic and Development Engineer

RE: **Award of Engineering Agreement: State West Parking Deck 2027 Maintenance Repairs**

State West Parking Deck 2027 Maintenance Repairs			
Contract Details		Project Details	
Vendor	Walker Consultants	Design Engineering	\$37,510
		Construction Engineering	\$TBD
Contract Award Amount	\$37,510.00	Construction	\$TBD
		Land Acquisition	\$N/A
Contract Duration	Completion by December 2026	Utility Relocation (please indicate if a Rider will be used)	\$N/A
		Demolition	\$N/A
Funding Source	Parking Fund Operating Budget	Water Main Costs	\$N/A
		Misc/Contingency Costs	\$N/A
		Total Projected Project Cost	\$37,510.00

NARRATIVE

Minor structural repairs and maintenance are needed for the State West (formerly Metro) Parking Deck. This work consist of preliminary maintenance inspection and structural investigations to determine the scope of repairs that are needed. An engineering agreement for design and preparation of construction plans will follow.

Based on their qualifications, it is the recommendation of the Department of Public Works that the City enter into an agreement with Walker Consultants. This contract is a not-to-exceed amount of \$37,510.

If you have any questions, please contact Jeremy Carter, Traffic Engineer at (779) 348-7656.

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

**RESOLUTION AWARDING CONTRACT FOR ENGINEERING SERVICES FOR STATE WEST PARKING DECK 2027
MAINTENANCE REPAIRS**

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:

STATE WEST PARKING DECK 2027 MAINTENANCE REPAIRS

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 a supplemental engineering agreement as follows:

Vendor: Walker Consultants
Amount: \$37,510

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

Parking Fund Operating Budget

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with Walker Consultants of Hoffman Estates, IL for State West Parking Deck 2027 Engineering Services in the amount of \$37,510, 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 L. Hammer, Legal Director and
Ex Officio Keeper of the Records and Seal of the
City of Rockford, Illinois

Thomas P. McNamara, Mayor
City of Rockford, Illinois

Rockford, Illinois

Date: August 10, 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 WALKER CONSTULTANTS of HOFFMAN ESTATES, IL, for STATE WEST PARKING DECK 2027 MAINTENANCE REPAIRS, in the amount of \$37,510.00. The Legal Director shall prepare the appropriate resolution.

Kevin Frost (Chair)

Chad Tuneberg (Vice chair)

Frank Beach

Dawn Granath

Jaime Salgado

Committee Action Taken:

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

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is made by and between the CITY OF ROCKFORD (hereinafter called CITY) and WALKER CONSULTANTS INC., A MICHIGAN CORPORATION, D/B/A WALKER CONSULTANTS ENGINEERING, INC., (2895 Greenspoint Parkway, Suite 600 Hoffman Estates, Illinois 60169), (hereinafter called CONSULTANT).

Whereas, the CITY desires to contract for professional services for the Project known as STATE WEST PARKING DECK 2027 MAINTENANCE REPAIRS, consisting solely of Task 1 (Predesign Survey) and Task 2 (Limited Slab PT Evaluation) of the Phase I scope of services further outlined in EXHIBIT A; and

Whereas, the CONSULTANT desires to provide the professional services for the Project as set forth in EXHIBIT A.

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, necessary for the completion of the above-described Project as set forth in EXHIBIT A 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. CONSULTANT's obligations under this Agreement are limited to Task 1 and Task 2 of the Phase I scope of services described in EXHIBIT A. The Phase II and Phase III services described in EXHIBIT A are not authorized under this Agreement.

b. At the option of the CITY, and if authorized in writing, the CONSULTANT shall furnish or obtain from others Additional Services, including without limitation the Phase II (Construction Documents) and Phase III (Construction Administration and Observations) services described in EXHIBIT A, 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.

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 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. 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.

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 EXHIBIT A. 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, 50 ILCS 505/1 et seq. Total compensation payable to CONSULTANT under this Agreement, inclusive of the Task 1 professional fee, the Task 2 professional fee, and the Task 2 expense amount identified in EXHIBIT A, shall not exceed \$37,510. The \$24,210 Task 2 expense amount identified in EXHIBIT A as an estimate is a fixed, not-to-exceed maximum and shall not be exceeded absent a written amendment to this Agreement executed by both parties. CITY shall independently verify, through a means other than a written proposal or invoice, any electronic funds transfer instructions submitted by CONSULTANT prior to initiating payment. CITY may, at its sole discretion, and notwithstanding any language to the contrary in EXHIBIT A, elect to remit funds via check to the address of CONSULTANT as set forth in this Agreement or such other written payment address directions as CONSULTANT shall provide.

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 any estimates 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 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 before the final payment is made to the CONSULTANT. 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. Notwithstanding any provision of EXHIBIT A or any document enclosed with or incorporated into EXHIBIT A (including CONSULTANT's General Conditions of Agreement), this Section 9 shall control the ownership of documents prepared under this Agreement.

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. CONSULTANT shall require any subconsultant or subcontractor performing excavation, demolition, or repair work under this Agreement to carry insurance coverage and limits at least equivalent to those required of CONSULTANT under this Section 10 and to name CITY as an Additional Insured.

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 and Limitation of Liability. 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. CITY may terminate this Agreement, without cause, upon fifteen (15) days written notice to CONSULTANT. CONSULTANT may terminate this Agreement if CITY fails to cure a material breach of its payment obligations under this Agreement within thirty (30) days after CONSULTANT gives CITY written notice of the breach. 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. 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 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 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. Precedence of Terms. This Agreement shall control over any conflicting or additional term set forth in EXHIBIT A or any document enclosed with or incorporated into EXHIBIT A (including, without limitation, CONSULTANT's General Conditions of Agreement), including without limitation any provision purporting to (i) limit CONSULTANT's liability to a sum certain or to CONSULTANT's fee, (ii) waive consequential damages, (iii) alter the ownership of documents provided in Section 9, (iv) establish a governing law, venue, or dispute-resolution procedure other than as set forth in Section 17, or (v) impose a non-solicitation or liquidated-damages obligation on CITY. Any such conflicting term is hereby deleted and of no force or effect.

21. Term. This Agreement shall be effective as of the date of the last signature affixed below and shall continue until CONSULTANT's services under EXHIBIT A are completed and accepted by CITY, unless earlier terminated as provided in Section 13.

22. Appropriation of Funds. This Agreement and CITY's obligation to pay CONSULTANT hereunder are subject to the annual appropriation of funds by the CITY Council for that purpose. If funds are not appropriated or otherwise made available to fund this Agreement for any fiscal year during its term, CITY may terminate this Agreement upon written notice to CONSULTANT without further liability to CITY, except for payment for services satisfactorily rendered through the effective date of termination.

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: _____
(Firm Name)

By: _____
(Signature)

(Title)

ATTEST: (Seal)

(Title)

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

By: _____
Date

Thomas P. McNamara, Mayor

ATTEST: _____
(Seal) Angela Hammer, Legal Director and Ex Officio Keeper of Records and Seal