



DATE: February 23, 2026

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

FROM: Ken Mattson, CIP Operations Manager

RE: **Award of Construction Engineering Agreement: Various Projects City Wide**

Construction Engineering Various Projects City Wide			
Contract Details		Project Details	
Vendor	Willett Hofmann and Associates, Inc.	Design Engineering	TBD
		Construction Engineering	\$244,868.68
Contract Award Amount	\$244,868.68	Construction	TBD
		Land Acquisition	0
Contract Duration	November 30, 2026	Utility Relocation (please indicate if a Rider will be used)	0
		Demolition	0
Funding Source	1% Infrastructure Sales Tax	Water Main Costs	0
		Misc/Contingency Costs	0
		Total Projected Project Cost	\$244,868.68

NARRATIVE

As part of the Capital Improvement Program there is a larger than usual amount of infrastructure improvement projects scheduled for the 2026 construction season. Due to this large volume of projects additional assistance with construction engineering is needed to ensure work is completed in compliance with the plans and specifications provided in our contract documents.

This agreement is for the construction engineering of various projects city wide. Services include construction observation, documentation, weekly reporting, payment review and processing, and other construction related engineering assistance for the project.

Based on their qualifications in road and bridge design and inspection it is the recommendation of the Department of Public Works that the City enter into an agreement with Willett Hofmann and Associates, Inc. This contract is a not-to-exceed amount of \$244,868.68.

This project is done in accordance with the *FY 2026-2030 Capital Improvement Program*, adopted by City Council on December 15, 2025.

If you have any questions, please contact Ken Mattson, CIP Operations Manager, at (779) 348-7486.

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
VARIOUS PROJECTS CITY WIDE

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:

CONSTRUCTION ENGINEERING SERVICES FOR VARIOUS PROJECTS CITY WIDE

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: WILLETT HOFMANN AND ASSOCIATES, INC.
Amount: \$244,868.68

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

1% INFRASTRUCTURE SALES TAX

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with WILLETT HOFMANN AND ASSOCIATES, INC. of ROCKFORD, IL for CONSTRUCTION ENGINEERING SERVICES FOR VARIOUS PROJECTS CITY WIDE in the amount of \$244,868.68, 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

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 WILLETT HOFMANN AND ASSOCIATES, INC of ROCKFORD, IL for CONSTRUCTION ENGINEERING SERVICES FOR VARIOUS PROJECTS CITY WIDE, in the amount of \$244,868.68. 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, is made by and between the **CITY OF ROCKFORD** (hereinafter called CITY) and **WILLETT, HOFMANN & ASSOCIATES, INC.**, 57 AIRPORT DRIVE, ROCKFORD, IL 61109, (hereinafter called CONSULTANT).

Whereas, the CITY desires to contract for professional services for the Project known as **CONSTRUCTION OBSERVATION FOR VARIOUS PROJECTS**, 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.
 - 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.
 - 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, 5 ILCS 505/1 *et seq.*
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 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.
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.** 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 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 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.

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 10th day of FEBRUARY by:

(Firm Name) WILLEIT, HOFMANN & ASSOCIATES, INC.

By: Brian K. Conner
(Signature)

PRESIDENT
(Title)

ATTEST:



(Title)

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

By: _____
(Mayor)

(Date)

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

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

PROJECT: Construction Observation for Various Projects
City of Rockford, IL

DATE: February 10, 2026

PROJECT UNDERSTANDING:

The City of Rockford has requested that Willett, Hofmann and Associates, Inc. provide Professional Engineering Services relating to the construction observation for various projects throughout the City of Rockford.

SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. proposes to provide Construction Observation services which will include preliminary work ahead of awarded contractor start dates, construction observation while contractor is performing work, and assisting with project closeouts.

FEE FOR PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described above on a time and material basis for a fee not exceeding \$244,868.68.

SCHEDULE OF WORK TO BE DONE:

Willett, Hofmann & Associates, Inc. proposed to provide the Professional Services described above in accordance with the following schedule.

Begin preliminary work ahead of contractor start date.	April 1, 2026
Begin construction observation (estimated contractor start date).	April 15, 2026
End construction observation (estimated completion date).	October 31, 2026
Begin project closeout.	November 1, 2026
End project closeout.	November 30, 2026



**Illinois Department
of Transportation**

EXHIBIT C

**Average Hourly Project Rates
Exhibit C - Construction Engineering**

BLR 05610 (Rev. 9)
Modified

Firm: Willett, Hofmann & Associates, Inc.
Route: Various City of Rockford Projects
Section: Construction Observation
County: Winnebago
Job No.: N/A
Project No.: N/A
Type of Funding: Local
Exist Str No: N/A

Date: February 10, 2026

Sheet: 2 of 2

Payroll Classification	Avg. Hourly Rates	Administration/Management			Construction Observation			0			0		
		Hours	% Part.	Wgt. Rate	Hours	% Part.	Wgt. Rate	Hours	% Part.	Wgt. Rate	Hours	% Part.	Wgt. Rate
President & General Manager	\$97.89		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Engineering Manager	\$73.06		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$71.24	35.0	100.00%	\$71.24		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$52.49		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$45.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$39.03		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$37.55		0.00%	\$0.00	140.0	7.41%	\$2.78		0.00%	\$0.00		0.00%	\$0.00
Engineering Intern	\$23.83		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$65.74		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect Manager	\$63.51		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$59.28		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$49.11		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$43.17		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal PLS Manager	\$64.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
PLS Manager	\$55.02		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$56.18		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$40.38		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$34.73		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$31.76		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Technician II	\$26.77		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Technician I	\$25.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$40.25		0.00%	\$0.00	1750.0	92.59%	\$37.27		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$33.81		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$27.64		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$25.86		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$33.97		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.73		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Intern	\$16.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant Supervisor	\$24.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$24.89		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Human Resources Administrator II	\$34.75		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Bookkeeper	\$36.67		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
SPP Architect IV	\$57.41		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
SPP Civil Engineer IV	\$61.89		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
SPP Civil Engineer III	\$53.69		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
SPP Technician IV	\$41.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
SPP Technician III	\$43.21		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
SPP Administrative Assistant	\$18.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		35.0	100.00%	\$71.24	1890.0	100.00%	\$40.05	0.0	0.00%	\$0.00	0.0	0.00%	\$0.00



AVERAGE HOURLY RATES PER CLASSIFICATION			
EXHIBIT D			
PAYROLL RATES			
FIRM NAME	Willetts, Hofmann & Associates, Inc.		DATE 3/30/2025-3/28/2026
PRIME/SUPPLEMENT	Prime		
ESCALATION RATE			0.00%
CLASSIFICATION	Projected Average Hourly Rates During Term of Phase I Contract		
		Current Rates	Escalated Rate
President & General Manager		\$97.89	\$97.89
Principal Engineering Manager		\$73.06	\$73.06
Engineering Manager		\$71.24	\$71.24
Civil Engineer IV		\$52.49	\$52.49
Civil Engineer III		\$45.20	\$45.20
Civil Engineering Intern II		\$39.03	\$39.03
Civil Engineering Intern I		\$37.55	\$37.55
Engineering Intern		\$23.83	\$23.83
Principal Architectural Manager		\$65.74	\$65.74
Architect Manager		\$63.51	\$63.51
Architect IV		\$59.28	\$59.28
Architect III		\$49.11	\$49.11
Architectural Intern II		\$43.17	\$43.17
Architectural Intern I		\$31.93	\$31.93
Principal PLS Manager		\$64.50	\$64.50
PLS Manager		\$55.02	\$55.02
Prof. Land Surveyor IV		\$56.18	\$56.18
Prof. Land Surveyor III		\$40.38	\$40.38
Prof. Land Surveyor (SIT) II		\$34.73	\$34.73
Prof. Land Surveyor (SIT) I		\$31.76	\$31.76
Survey Technician II		\$26.77	\$26.77
Survey Technician I		\$25.00	\$25.00
Technician IV		\$40.25	\$40.25
Technician III		\$33.81	\$33.81
Technician II		\$27.64	\$27.64
Technician I		\$25.86	\$25.86
Survey Worker Foreman		\$33.97	\$33.97
Survey Worker		\$25.73	\$25.73
Survey Worker Intern		\$16.00	\$16.00
Administrative Assistant Supervisor		\$24.00	\$24.00
Administrative Assistant		\$24.89	\$24.89
Human Resources Administrator II		\$34.75	\$34.75
Bookkeeper		\$36.67	\$36.67
SPP Architect IV		\$57.41	\$57.41
SPP Civil Engineer IV		\$61.89	\$61.89
SPP Civil Engineer III		\$53.69	\$53.69
SPP Technician IV		\$41.34	\$41.34
SPP Technician III		\$43.21	\$43.21
SPP Administrative Assistant		\$18.10	\$18.10