



DATE: March 23, 2026

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

FROM: Timothy Hinkens, City Engineer

RE: **Engineering Agreement (Construction Engineering): 11th Street Corridor Improvements (Phase 2)**

11th Street Improvements			
Contract Details		Project Details	
Vendor	Fehr Graham	Design Engineering	\$1,957,634.00 (City Section) <i>(Council Approved 3-7-2022)</i> \$165,620.00 (City Section) (Supplement #1) <i>(Council Approved 8-4-2025)</i> \$1,198,370.00 (IDOT Section) <i>(Council Approved 3-7-2022)</i>
		Construction Engineering	\$853,728.00 (Phase 1) <i>(Council Approved 12-2-2024)</i> \$593,000.00 (Phase 2) (Current Item) \$200,000.00 (Phase 3) <i>(Estimated)</i>
Contract Award Amount	\$593,000.00	Construction	\$12,235,322.00 (Phase 1) <i>(Council Awarded 12-2-2024)</i>

			<p>\$246,250.00 (Phase 1) (Change Order 1) <i>(Council Approved 8-18-2025)</i></p> <p>\$139,233.00 (Phase 1) (Aetna RR Xing Agreement) <i>(Council Approved 8-18-2025)</i></p> <p>\$9,698,143.27 (Phase 2) <i>(Separate, concurrent item)</i></p> <p>\$1,500,000.00 (Phase 3) <i>(Estimated)</i></p>
		Land Acquisition	<p>\$242,789.00 (City Section) (Supplement #2) <i>(Council Approved 2-17-2026)</i></p> <p>\$369,267.00 (State Section) (Supplement #1) <i>(Council Approved 2-17-2026)</i></p>
Contract Durations	Completion 2026 (125 Working Days)	Utility Relocation (please indicate if a Rider will be used)	TBD (Phase 3)
		Demolition	N/A
Funding Source	1% Infrastructure Sales Tax	Water Main Costs	<p>\$2,993,270.05 (Phase 1) <i>(Included in Construction Cost Above)</i></p> <p>\$3,000,000.00 (Phase 2) <i>(Included in Construction Cost Above)</i></p>
		Misc/Contingency Costs	TBD
		Total Projected Project Cost	\$29,249,796.27

NARRATIVE

In 2022, the City of Rockford began implementing the recommendations of the 11th Street Corridor Study. Phases 1 & 2 (City portion) includes the reconstruction and road diet of the roadway, off-street multi-use path, separated sidewalks, signal upgrades, pedestrian lighting, new water main,

landscaping, and various other functional and decorative improvements. Phase 3 (IDOT portion) includes sidewalk repairs and decorative arterial street lighting.

This proposed engineering agreement provides construction engineering services for Phase 2 (Broadway to Charles Street). The scope of services includes:

- Public notifications and constant communication with residents and businesses
- Construction observation and inspection
- Daily reporting and documentation
- Review of shop drawings and submittals
- Quantity measurements and preparation of pay estimates
- Utility and railroad coordination
- Material testing coordination
- Project Closeout
- Record Drawing preparation

Based on their qualifications, it is the recommendation of the Department of Public Works that the City enter into an agreement with Fehr Graham. This agreement is for a not-to-exceed amount of \$2,366,043.00 and is proposed to be funded with 1% Infrastructure Sales Tax.

This project is done in accordance with the “Capital Roadway Improvement” chapter of the *FY 2025-2029 Capital Improvement Program*, adopted by City Council on December 2, 2024.

If you have any questions, please contact Timothy Hinkens, City Engineer, at (779) 348-7647.

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

RESOLUTION AWARDING CONTRACT FOR 11th STREET CORRIDOR IMPROVEMENTS (PHASE 2)

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:

11th STREET CORRIDOR IMPROVEMENTS (PHASE 2)

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: FEHR GRAHAM, of Rockford, IL
Contract Amount: \$593,000.00

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 amended agreement with FEHR GRAHAM of ROCKFORD, IL for 11th STREET CORRIDOR IMPROVEMENTS (PHASE 2) for a total of \$593,000.00, 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 and Ex-Officio
Keeper of the Records and Seal
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 agreement with FEHR GRAHAM of ROCKFORD, IL for 11th STREET CORRIDOR IMPROVEMENTS (PHASE 2), in the amount of \$593,000.00. 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:___

February 27, 2026

Mr. Timothy Hinkens, PE
City Engineer
City of Rockford
425 East State Street
Rockford, Illinois 61104

Ms. Jamie Rott, PE
Water Superintendent
City of Rockford
1111 Cedar Street
Rockford, Illinois 61102

**Re: 11th Street Reconstruction Phase 2 (Broadway to Charles Street)
Proposal for Construction Engineering Services**

Dear Mr. Hinkens and Ms. Rott,

Fehr Graham is pleased to present you with the following proposal for construction services as it relates to the above-referenced project. As we understand, the City of Rockford would like Fehr Graham to provide construction engineering, observation and documentation for Phase 2 of the 11th Street Reconstruction project. For the purposes of this proposal, Phase 2 includes the reconstruction of 11th Street from 175' south of Broadway to Charles Street. The intersection of 11th Street and Charles Street is being evaluated for potential improvements to introduce a north leg and is currently not included in the Phase 2 bid package. The intersection improvements may be added to this project at a future date, so all construction engineering services associated with the intersection have been itemized as a separate phase.

The following details our anticipated scope of services:

SCOPE OF SERVICES

Project Coordination Meetings

Fehr Graham will meet with the City's project management team and the Contractor regularly to keep the project on task and on schedule. Coordination meetings that are anticipated to occur during the duration of the project include:

1. Preconstruction meeting.
2. Bi-weekly onsite coordination meetings (assumed 10-month project duration, 20 total meetings).
3. Additional onsite meetings at various project milestones, such as pre-pave meetings, before lead service work commences, or at other intervals as requested by the City.
4. Final acceptance walk-through meeting.

Roadway Construction Observation and Documentation

Fehr Graham will provide full-time construction observation services for the duration of all roadway infrastructure installation on the subject project. This scope of work includes full removals and installation of new storm sewer, curb and gutter, aggregate base course, sidewalk, hot-mix asphalt pavement, driveway approaches, streetlights, pavement markings, and turf restoration. The roadway infrastructure observation is based on a construction duration of 125 working days; additional fees may be incurred if the contractor extends the water main scope beyond that timeframe.

The Roadway Construction Engineering services are expected to consist of the following:

Preconstruction Tasks:

- » Review the requirements of construction and all required project permits.
- » Review the plans and specifications in depth, verifying quantities, elevations, and dimensions relevant to the project. Also, anticipate any potential conflicts or issues and develop solutions prior to construction.
- » Review the contractor's proposed construction schedule for compliance with the contract.
- » Set up all forms of proper project documentation.
- » Review the MOT for possible improvements, highlighting areas of concern.
- » Prepare a project contact list with names, addresses, phone numbers, and email addresses for all contractors, subcontractors, and suppliers for the project. Also, submit 24-hour contact numbers for applicable parties.
- » Review the record drawing requirements with the contractor.
- » Provide public notifications, interactions with residents and businesses.

Construction Tasks:

- » Provide a Resident Engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Disapprove any work failing to meet the City's contract documents and immediately inform City of Rockford. Verify that there are no deviations from the contract documents unless authorized by City of Rockford.
- » Keep the inspector's daily reports and quantity book records up to date. Also, maintain a project diary noting all necessary observations. Advise if the contractor is falling behind schedule. Maintain orderly files of all relevant project documents, following IDOT Documentation of Contract Quantities standards.
- » Review all submittals and shop drawings. Maintain a submittal log and check status to ensure timely approval.
- » Perform quantity measurements to prepare pay applications and change orders to review with contractor and submit to the City of Rockford for review and approval.
- » Provide liaison functions related to coordination of contractors, utilities (if required), other agencies, residents, and property owners engaged or affected by the project.
- » Check and approve any project submittals for compliance with standards.
- » Maintain contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
- » Maintain contact with the utility companies and their contractors as needed to monitor concurrence with proposed schedules, if required.
- » Maintain contact with the City representatives as needed to inform them on all relevant project information.

- » Inspect, document, and inform the contractor and the City of the adequacy of the establishment and maintenance of traffic control. Document deficiencies and contractor responses to notices of the same. Inform the City of deficiencies and if the contractor does not correct or enforce as contract stipulates.
- » Maintain a set of working drawings as construction is progressing.
- » Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the Fehr Graham project team.
- » Coordinate with the City's material testing firm to arrange for required Quality Assurance (QA) testing.
- » Maintain and periodically transmit to the contractor a running punch list to expedite project closeout.
- » Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
- » Monitor and document erosion control and ensure conformity with the plans and standards.

Post Construction Tasks:

- » Perform final inspection with City representatives, Contractor, and all applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for closeout. Verify completion of all work and provide a recommendation to City.
- » Complete a contractor performance evaluation and conduct a post-construction meeting with all interested parties to discuss lessons learned and identify steps to eliminate problems in the future.
- » Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
- » Provide all documentation associated with the final balancing change order and final pay application.
- » Provide copies of project documentation as requested by the City of Rockford.
- » Provide City of Rockford with a set of record (as-built) drawings.

Water Main Construction Observation

Fehr Graham will provide full-time construction observation services for the duration of all water main infrastructure installation on the subject project. This scope of work includes the replacement of more than 2,000 feet of water main and the replacement of approximately 50 water services, along with other appurtenances such as fire hydrants, valves, line stops, etc. The water main infrastructure observation is based on a construction duration of 55 working days; additional fees may be incurred if the contractor extends the water main scope beyond that timeframe. The anticipated scope of services is identical to those listed in the previous section for roadway improvements.

11th Street and Charles Street Intersection Improvements Construction Observation

Fehr Graham will provide full-time construction observation services for the duration of the 11th Street and Charles Street roadway infrastructure installation only if it is added to the project scope. This scope of work includes removals and new storm sewer, curb and gutter, aggregate base course, sidewalk, hot-mix asphalt pavement, driveway approaches, streetlights, pavement markings, turf restoration and all other work associated with the installation of a north leg to the intersection. The intersection roadway infrastructure observation is based on a construction duration of 125 working days; additional fees may be incurred if the contractor extends the water main scope beyond that timeframe.

EXCLUSIONS

The following items are **not** included in the scope of services proposed here within:

- » Geotechnical Investigation.
- » Construction Observation exceeding contractual times and assumed construction timeframes described above.
- » Grant or Loan Applications or Administration.
- » IDOT Utility Permitting.
- » Floodplain management and FEMA, IDNR, or other permits, as required.
- » Design Engineering.
- » Bidding Documents and Services.
- » Archeological investigations and studies.
- » Environmental Services.
- » Permit fees.
- » Material Testing.
- » Construction Staking.
- » Ecological investigations.
- » Electrical inspections (assumed by the building department).

**Any of the excluded services listed can be performed at an additional cost upon request.*

SCHEDULE

Fehr Graham can initiate this project immediately upon approval by the City of Rockford and bidding/scheduling of the work. The pricing indicated in this proposal is based on the assumption that work will occur during the 2026 construction season. Should construction not be completed by the end of the 2026 construction season, an additional fee may be required.

FEES

Based upon the information available at this time, we are prepared to complete the scope of work as detailed above on a time and materials basis in accordance with the below fee schedule. Due to the fact that this work is anticipated to be completed in calendar year 2026, charge-out rates will reflect the Fehr Graham 2026 rate schedule. Should work extend into calendar year 2027, these rates will be adjusted according to the 2027 rate schedule, and an additional fee will be required.

Project Coordination Meetings – Water	\$5,500.00
Project Coordination Meetings – Roadway	\$27,700.00
Roadway Construction Observation	\$355,100.00
Water Main Construction Observation	\$135,500.00
11 th St./Charles St. Intersection Construction Observation	\$69,200.00
TOTAL	\$593,000.00

Billing for the project will be monthly and invoiced by Fehr Graham.

AUTHORIZATION

Thank you for the opportunity to provide a proposal for this portion of the project. I trust that the information we have provided is in line with your expectations.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We look forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact us in the office at 815.394.4700.

Respectfully submitted,



Seth W. Gronewold, PE
Principal



Tyler V. Nelson, PE
Branch Manager

SWG/TVN:lar

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is made by and between the **CITY OF ROCKFORD** (hereinafter called CITY) and **Fehr Graham**, 200 Prairie Street, Suite 208, Rockford, Illinois (hereinafter called CONSULTANT).

Whereas, the CITY desires to contract for professional services for the Project known as **11th Street Reconstruction Phase 2**, 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.

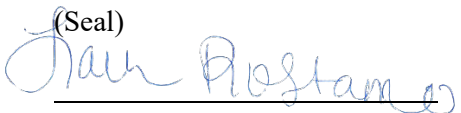
Signed this _____ day of February 27, 2026 by:

(Firm Name) Fehr Graham

By: 
(Signature)

President
(Title)

ATTEST: (Seal)



Project Assistant
(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

Location Map (11th Street Corridor Improvements)

