



**DATE:** April 27, 2026

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

**FROM:** Timothy Hinkens, City Engineer

**RE:** **Award of Engineering Agreement: Winnebago Street over Kent Creek and Railroads Bridge Rehabilitation (Phase 2 Engineering)**

Winnebago Street over Kent Creek and Railroads Bridge Rehabilitation			
Contract Details		Project Details	
Vendor	H.R. Green, Inc.	Design Engineering	<i>\$115,095.00 (PE 1)</i> <i>(Council Approved 6-30-2024)</i>  <b>\$333,693.00 (PE 2)</b> <b>(current item)</b>
		Construction Engineering	<i>\$500,000.00</i> <i>(Estimated)</i>
Contract Award Amount	<b>\$333,693.00</b>	Construction	<i>\$5,000,000.00</i> <i>(Estimated)</i>
		Land Acquisition	\$0
Contract Duration	April 2026 to June 2027	Utility Relocation (please indicate if a Rider will be used)	\$0
		Demolition	\$0
Funding Source	<b>MFT</b> <i>Federal - LBFP</i>	Water Main Costs	\$0

		Misc/Contingency Costs	TBD
		<b>Total Projected Project Cost</b>	<b>\$5,948,788.00</b>

**NARRATIVE**

The Winnebago Street Bridge is showing deck and surface course failures as well as the need for concrete repairs to the underlying piers. The structure currently has a sufficiency rating of 66.6, making it eligible for federal funding through the Local Bridge Formula Program (LBFP).

LBFP will be used to fund 80% of construction and construction engineering. Upon recent completion of Phase 1 Engineering, the scope of the construction project is to completely replace the bridge deck, structural concrete repairs, I-beam repairs, and pier concrete patching.

With this scope in mind, the attached Phase 2 Engineering Agreement proposes the following services:

- Data Collection and Analysis
- Multiple Railroads Coordination
- Permitting and Environmental Clearances
- Preparation of construction plans and contract documents
- Estimating, meetings, QA/QC, and administration

This project is currently one year ahead of schedule, as budgeted within the “Highway and Bridge Structure Improvement Program” chapter of the *FY 2026-2030 Capital Improvement Program*, adopted by City Council on December 15, 2025.

Based on their qualifications and experience with Phase 1 Engineering for this project, 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 \$333,693.00. The funding source is Motor Fuel Tax.

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

RESOLUTION AWARDING CONTRACT FOR ENGINEERING SERVICES FOR WINNEBAGO STREET  
OVER KENT CREEK AND RAILROADS BRIDGE REHABILITATION PHASE 2 ENGINEERING

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

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

WINNEBAGO STREET OVER KENT CREEK AND RAILROADS BRIDGE REHABILITATION PHASE 2  
ENGINEERING

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: H.R. GREEN  
Amount: \$333,693.00

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

MOTOR FUEL TAX

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with H.R. GREEN of MCHENRY, IL for WINNEBAGO STREET OVER KENT CREEK AND RAILROADS BRIDGE REHABILITATION PHASE 2 ENGINEERING in the amount of \$333,693.00, 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:

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Thomas P. McNamara, Mayor  
City of Rockford, Illinois

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

Rockford, Illinois

Date: April 27, 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 H.R. GREEN of MCHENRY, IL for WINNEBAGO STREET OVER KENT CREEK AND RAILROADS BRIDGE REHABILITATION PHASE 2 ENGINEERING, in the amount of \$333,693.00. 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, is made by and between the **CITY OF ROCKFORD** (hereinafter called CITY) and **HR GREEN, INC., 1391 Corporate Drive, Ste 203, McHenry, IL** (hereinafter called CONSULTANT).

Whereas, the CITY desires to contract for professional services for the Project known as **Winnebago Street Bridge Rehabilitation, Phase II Engineering** 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 D**. 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 17<sup>th</sup> Judicial Circuit, Winnebago County, State of Illinois.
18. **Execution of Agreement.** This Agreement shall be in full force and effect only when it has been approved by the CITY according to all applicable ordinances and statutes, and when executed by both parties.
19. **Conflict of Interest.** CONSULTANT affirms, by execution of this Agreement, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. CONSULTANT further affirms that no person having such an interest will be employed to perform any work or services under the contract.

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 20th day of April, 2026 by:

**HR Green, Inc.**

By:   
(Signature)

Regional Director - Transportation  
(Title)

ATTEST: (Seal)

  
Lead Structural Engineer  
(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 SERVICES**

**For**

**Winnebago Street Bridge Rehabilitation  
Structure Number 101-6126  
Phase II Engineering Services**

Timothy Hinkens, P.E.  
City Engineer  
City of Rockford  
425 E. State Street  
Rockford, Illinois, 61104  
(779) 348-7647

Prepared by:

Steven Schwarz, P.E., S.E.  
HR Green, Inc.  
1391 Corporate Drive, Suite 203  
McHenry, Illinois, 60050  
(815) 759-8392

Project Number: 2602054

April 16, 2026

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THIS **SCOPE OF SERVICES** is between **CITY OF ROCKFORD** (hereafter "CLIENT") and **HR GREEN, INC.** (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

CLIENT has initiated a project requiring professional services for the preparation of plans, specifications and estimates for the rehabilitation of a nine-span precast prestressed concrete (PPC) beam bridge, SN 101-6126 located 0.4 miles south of State Street in Rockford, Illinois.

COMPANY recently completed a Phase I engineering study that details the overall proposed improvements for the removal and replacement of the existing superstructure. The IDOT-approved Project Development Report (PDR) will serve as the basis for the development of the contract documents.

The proposed improvement consists of removing and replacing the reinforced concrete deck and approach slabs, PPC beam repairs, reinforced concrete pier repairs, rehabilitation of the south abutment backwall, new sidewalk, and new parapets. No changes to the adjacent roadway beyond the approach slabs are anticipated.

In general, this SCOPE OF SERVICES governs the Phase II engineering services required for the removal and replacement of the reinforced concrete deck slab carrying Winnebago Street over both branches of Kent Creek, the Chicago Central and Pacific Railroad (CN Subsidiary), and the Dakota, Minnesota and Eastern Railroad (CPKC subsidiary), and related improvements (Section 24-00669-00-BR). These services will include but are not limited to the following: data collection and review, railroad coordination, environmental and agency coordination, utility coordination, the preparation of contract plans, specifications, and estimates, meetings, QA/QC, limited Phase III support, and administrative activities. For the purposes of this SCOPE OF SERVICES, it is assumed that the Phase II engineering services will conclude within 12 months of COMPANY receiving notice to proceed from CLIENT.

As CLIENT intends to use MFT funding for the design engineering, the Phase II engineering for the project will need to be processed through the IDOT Bureau of Local Roads (BLR) and be completed according to Federal Highway Administration (FHWA) and National Environmental Policy Act (NEPA) requirements, in addition to applicable State and local requirements.

### 1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BLR Manual;
- B. IDOT Bridge Manual; and
- C. IDOT BDE Manual.

## 2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

### 2.1 Data Collection and Review

The purpose of this review is to identify any design elements that may need to be developed further or be reevaluated before proceeding with the preparation of the detailed plans, specifications, and estimates. COMPANY will gather and review available materials applicable for this SCOPE OF SERVICES. These materials include, but are not limited to the following:

- A. Phase I PDR and supporting documentation;
- B. Survey data;
- C. Regulatory agency coordination and clearances/approvals;
- D. Type, Size and Location drawings; and
- E. Phase I CAD files.

### 2.2 Railroad Coordination

COMPANY will coordinate Phase II engineering activities with the Chicago Central and Pacific Railroad, and the Dakota, Minnesota and Eastern Railroad, throughout the design phase to limit delays caused by the railroad during the construction phase.

### 2.3 Permitting and Environmental Coordination

- A. Update Environmental Clearances - The Phase I Natural Resource Review (NRR) from IDOT is dated February 7, 2025. The NRR cleared biological resources and wetlands and is valid for two (2) years. Consequently, COMPANY coordination with IDOT will be required to update the clearance in the form of an email request. It is anticipated that the review will result in the same finding (no involvement).
- B. Bridge/Structure Bat Assessment Form – A site visit will be conducted by COMPANY and the Bridge/Structure Bat Assessment form will be submitted to IDOT as part of the coordination for the NRR.
- C. USACE Section 404 “No Permit Required Letter” - A “No Permit Required” letter will be requested from the U.S. Army Corps of Engineers (USACE) stating that a Section 404 permit is not required. This will be requested by COMPANY through the USACE Regulatory Request System (RRS).
- D. Regulated Substances Documentation and Evaluation - The Phase I regulated substances evaluation identified the south abutment backfill as a Recognized Environmental Condition (REC) due to the proximity of the railyard and the unknown source for the backfill material. This was documented in the Abbreviated Preliminary Environmental Site Assessment (PESA; Oct. 8, 2025). The abutment repair will require removal of the backfill material and potentially off-site disposal. It is assumed the Abbreviated PESA will remain valid for three (3) years with only one (1) regulatory database review update. A one (1) page validation memo will be prepared by COMPANY to document the database review update.

Two (2) soil samples will be collected from the backfill material using a hand auger from a depth not to exceed four (4) feet to evaluate the REC. The collected soil samples will each be analyzed for the following parameters:

- Volatile Organic Compounds (VOCs)

- Semi-volatile Organic Compounds (SVOCs)
- Target Analyte List (TAL) Total Metals (minus aluminum)
- SPLP and TCLP Metals (arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, nickel, selenium, silver, and zinc) as needed based on total TAL metals results.
- pH

Analytical results will be tabulated and compared to the Maximum Allowable Concentrations (MACs) listed in Title 35 IAC 1100.605, Subpart F and/or the Tier I Remedial Objectives (Title 35 IAC Part 742, Tiered Approach to Cleanup Objectives (TACO)). Clean Construction and Demolition Debris (CCDD) form LPC-663 will be prepared by COMPANY if the results are all below the objective concentrations and acceptable at a CCDD facility. Specifications will be prepared by COMPANY accordingly. Alternatively, COMPANY will prepare specifications that will require off-site disposal at a non-special waste disposal facility if surplus or unsuitable excavated material from the south abutment is not acceptable at a CCDD facility or cannot be disposed of within the project limits. An abbreviated Preliminary Site Investigation (PSI) will be prepared by COMPANY to document the soil sampling methodology and results.

#### 2.4 Utility Coordination

Utility coordination will be conducted by COMPANY throughout the Phase II engineering services. COMPANY will investigate if any utilities impact the proposed improvements and coordinate with the utility owners to mitigate the impact, including relocation if necessary. Coordination with the following utility owners is anticipated. The Pre-final plans will be provided to each owner and follow-up coordination will be conducted by COMPANY as needed.

- A. AT & T
- B. Com Ed
- C. Four Rivers Sanitary District
- D. SIFI Networks
- E. Nicor
- F. CLIENT

#### 2.5 Contract Plans

COMPANY will prepare the Phase II contracts plans, supporting calculations, and related documentation required for the removal and replacement of the existing superstructure as itemized below.

The approved Type Size and Location (TS&L) plan forms the basis for the structural plan preparation.

- A. The following sheets will be provided as part of the contract plans:



Item	No. of Sheets
Cover Sheet	1
Index of Sheets / General Notes / Standards	1
Summary of Quantities	1
Typical Sections	1
Alignments, Ties and Benchmarks	1
Removal Plans	1
Drainage and Utilities	2
Plan & Profile	2
Detour Plan	2
IDOT District 2 Details	5
General Plan and Elevation (GP&E)	1
General Data	1
Top of Slab Elevations	3
Top of Approach Slab Elevations	2
Superstructure	1
Superstructure Details	1
Diaphragm Details	3
Bridge Approach Slab Details	2
Railing Details	3
Expansion Joint Details	4
Closed Drainage System Details	3
Framing Plan	2
PPC Beam Repair Details	3
Bearing Painting Location Plan and Details	2
Abutment Repairs	2
Pier Repair Details	3
Lighting Details	7
Suspended Conduit Details	1
Bar Splicer Details	1
<b>Total No. of Sheets</b>	<b>62</b>

B. Disposition of Comments

COMPANY will prepare a Disposition of Comments following the Pre-final (95%) submittal.

C. AASHTOWare Bridge Rating

The final structural plans and specifications for this project will be accepted by IDOT based on the Structural Engineer's seal, certification and signature per BLR Manual Section 23-7.02.1, and a sealed structure load rating submittal as described in BLR Circular Letter 2017-16 and Structural Services Manual Section 4.2.2. COMPANY will develop an AASHTOWare bridge model and prepare/submit form 2795 to obtain IDOT's approval.

D. Quantity Calculations

COMPANY will prepare quantity calculations at each stage of the project for inclusion in the Summary of Quantities. The quantity calculations will be checked by a senior level engineer in accordance with COMPANY'S Quality Manual.

2.6 Project Specifications and Estimates

A. COMPANY will prepare the following specifications and estimates (as applicable):

1. Supplemental Specifications and Recurring Special Provisions;
2. Project Specific Special Provisions (includes applicable CLIENT and IDOT District Two special provisions);
3. Guide Bridge Special Provisions;
4. BDE Special Provisions; and
5. BLR Special Provisions.

B. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC).

C. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements.

2.7 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. One (1) kick-off meeting (virtual) – CLIENT (2 people);
- B. One (1) kick-off meeting (virtual) - IDOT District Two (2 people);
- C. One (1) IDOT detour coordination meeting (virtual);
- D. Three (3) virtual progress meetings with CLIENT (2 people); and
- E. One (1) on-site constructability review (2 people).

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT, various stakeholders, and regulatory agencies. This item includes, but is not limited to letters, telephone, e-mail correspondence, and filing of information. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings as required.

2.8 Quality Assurance and Quality Control

Quality Control and Quality Assurance (QC/QA) will be provided in accordance with COMPANY's Quality Manual, which outlines processes for project planning, including design input, outputs, review, and verification. The Quality Manual also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultant, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the two (2) milestone submittals:

- A. Quality Control Check – Project Manager;
- B. Peer Review – Senior Engineer not involved with project daily; and
- C. Constructability Review – Construction Personnel.

## 2.9 Phase III Support

- A. Two (2) people from COMPANY will attend the preconstruction meeting at IDOT, District Two.
- B. COMPANY will assist with questions related to the design of the proposed improvements that may arise throughout the letting process and construction. For the purposes of this SCOPE OF SERVICES, up to 14 responses to contractor Requests for Information (RFIs) will be provided by COMPANY.
- C. COMPANY will review the shop drawings provided by the contractor for the new bridge components over Kent Creek.

## 2.10 Administration

For the duration of this project, COMPANY will conduct project management and general administrative tasks associated with oversight and monthly billing. The following tasks will be completed as part of the project administration:

- A. COMPANY will prepare and regularly update a Project Work Plan. As a component, COMPANY management time is required to coordinate internally with senior staff and develop and modify a scheduling plan based on workload, resources and timing of project critical items and deliverables.
- B. COMPANY will monitor the budget and track expenditures.
- C. COMPANY will prepare monthly invoices and track collections.
- D. COMPANY will prepare monthly progress reports.

## 3.0 Deliverables and Schedules Included in this Agreement

The following deliverables will be generated for this project and are included in this SCOPE OF SERVICES:

- A. USACE "No Permit Required" letter request;
- B. Renewed Bridge/Structure Bat Assessment;
- C. Abbreviated PESA Validation Memo based on updated regulatory database review;
- D. Abbreviated PSI based on two (2) collected soil samples;
- E. IEPA LPC-663 (if soil analytical results support CCDD disposal acceptance);
- F. Structure Load Rating Summary (BBS 2795);
- G. Contract Plans, Specifications and Estimates; and
- H. Up to 14 responses to Contractor RFIs.

During the development of the contract plans, specifications and estimates, COMPANY will make interim submittals to IDOT and CLIENT. This project will have two (2) submittals: Pre-final (95%), and Final (100%). Comments received from CLIENT and IDOT on the Pre-final submittal will be addressed and a disposition of comments will be prepared and submitted with the Final submittal.

### Pre-final (95% Complete) Submittal

COMPANY will submit the following to IDOT and CLIENT for review and comment at the Pre-final submittal (95%):

- Contract Plans (11"x17") as detailed above (electronic submittal)
- Special Provisions
- EOPC with prices
- EOPC without prices
- EOT



- Lump Sum Breakdowns
- Copies of Utility Correspondence
- Copy of Phase II Kick-off Meeting Minutes
- Copy of Phase I Design Approval Page

**Final (100% Complete) Submittal**

The contract plans and special provisions will be revised per comments on the Pre-final submittal received from IDOT and CLIENT. COMPANY will submit the following to IDOT and CLIENT at the Final submittal (100%):

- (11x17) Contract Plans (electronic submittal)
- Special Provisions
- EOPC with prices
- EOPC without prices (City of Rockford Bid Tab)
- EOT
- Cost Breakdowns for Lump Sum items
- Disposition of Comments

**Schedule:**

Anticipated notice to proceed (NTP)	June 1, 2026
Pre-final (95%) Plans to CLIENT and IDOT	October 12, 2026
Final Plans (100%), Draft CE Agreement	April 9, 2027
Final CE Agreement to IDOT	March 12, 2027
Letting	June 11, 2027

This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT 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 CLIENT or for delays or other causes beyond the control of COMPANY.

For the purposes of this SCOPE OF SERVICES, it is assumed that all Phase II engineering services will conclude within 12 months of COMPANY receiving notice to proceed from CLIENT.

**4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this SCOPE OF SERVICES:

- A. Phase I document updates, unless specifically included herein;
- B. Geotechnical engineering services;
- C. Topographic survey;
- D. Field/drain tile surveys;
- E. Updated or addendum ESR;
- F. Updated Wetland Mapping Review Memo;
- G. Aquatic resource delineation and report;
- H. Aquatic resource (wetland and streambed) mitigation coordination;
- I. USACE Section 404 permit application (IP or NWP);
- J. Approved or Preliminary USACE Jurisdictional Determination;
- K. Updated Abbreviated PESA, PESA form, and/or full PSI;



- L. CCDD form LPC-662;
- M. Plant, animal and/or habitat surveys for T&E or other species;
- N. Incidental Take Authorizations (ITAs);
- O. Sanitary sewer design and/or plans;
- P. Water main design and/or plans;
- Q. Storm sewer design and/or plans;
- R. Detailed landscaping design and/or plans;
- S. Bid documents;
- T. Plan revisions due to RFIs (during bidding and/or construction);
- U. Bid analysis and/or review;
- V. Construction layout and/or construction observation;
- W. Plats, legal descriptions, and/or land acquisition services; and
- X. Railroad plan review fees.

Supplemental services not included in this SCOPE OF SERVICES can be provided by COMPANY under separate agreement, if desired.

## **5.0 Services by Others**

AMES Engineering, Inc. of Downers Grove, Illinois will complete the lighting design, plans and specifications that will be included in the submittals.

## **6.0 Client Responsibilities**

None

## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. 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 Invoices**

Invoices for COMPANY's services shall be submitted on a monthly basis. Invoices shall be due and payable within 45 days after approval by the City Council, and in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, suspend or terminate the performance of services.

### **7.3 Extra Services**

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



#### 7.4 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 are billed separately on an hourly basis.

#### 7.5 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Cost Plus Fixed Fee Not to Exceed, as detailed in **Exhibit D**.



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For

MFT-PE

Agreement Type

Original

Using State Funds (Non-MFT)?  Yes  No

### LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Rockford		Winnebago	24-00669-00-BR	C-92-045-26
Project Number	Contact Name	Phone Number	Email	
N352(501)	Timothy Hinkens	(779) 348-7647	Timothy.Hinkens@rockfordil.gov	

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Winnebago Street	FAU 5109	0.15 Mi	101-6126

Location Termini	Add Location
End to end of existing approach slabs	Remove Location

Project Description

Bridge deck replacement, structural repairs to superstructure and substructure

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email	
HR Green, Inc	Steven Schwarz	(815) 759-8392	sschwarz@hrgreen.com	
Address	City	State	Zip Code	
1391 Corporate Drive, Suite 203	McHenry	IL	60050	

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer                      Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Summary Sheet
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee:      Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc	42-0927178	\$307,647.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Ames Engineering, Inc	36-4404761	\$26,046.00
Subconsultant Total		\$26,046.00
Prime Consultant Total		\$307,647.00
Total for all work		\$333,693.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  Local Public Agency Type of  Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title


(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)  
**Steven L Schwarz** Digitally signed by Steven L Schwarz  
Date: 2026.04.21 08:20:30 -05'00'

Title

By (Signature & Date)  


Title

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Rockford	HR Green, Inc	Winnebago	24-00669-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See Attached

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Rockford	HR Green, Inc	Winnebago	24-00669-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Notice to Proceed June 1, 2026  
Pre-Final (95%) Plans to Client and IDOT October 12, 2026  
Final Plans (100%), Draft CE Agreement February 19, 2027  
Final CE agreement to IDOT January 22, 2027  
Letting April 23, 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Rockford	HR Green, Inc	Winnebago	24-00669-00-BR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

## Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Using State Funds (Non-MFT)	If no is selected for using Federal Funds, this choice will appear. Select yes or no based on the use of State Funds for engineering.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected, then answer the question Using State Funds (Non-MFT). If yes is selected, then select State Funded CE, State Funded PE or State Funded PE/CE from the drop-down. If no was selected for using State Funds (Non-MFT), then select MFT PE, MFT CE or MFT PE-CE from the drop down.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of three locations. If there are more than three locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add an additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

## Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise. This is also required to be completed if the method of compensation is Lump Sum.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed. When Direct Costs is selected for an exhibit, the direct costs worksheet will show as part of the form. Use the add button to add an additional Direct Costs sheet for additional consultants named in the agreement. Direct Costs are only allowed for items listed on the direct cost sheet. The user will need to complete the worksheet if selected.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

## Instructions for BLR 05530 - Page 3 of 3

### Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

### Agreement Signatures

#### Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

#### Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

#### For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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When submitting the form via USPS mail, submit a minimum of four (4) signed originals with applicable attachments to the Regional Engineer's District office. The form may be submitted electronically with electronic signatures with applicable exhibits.

Following IDOT's approval distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- Bureau of Local Roads and Streets

**Location Map**  
**(Winnebago St. over Kent Creek and Railroads Bridge)**

