



DATE: March 9, 2026

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

FROM: Jamie Rott, Water Superintendent

RE: **Award of Professional Services: 2026 Water System Improvements (Design and Inspection Services)**

CONTRACT DETAILS

Product/Service/Project: Design Services, Inspection Services, and all services associated with designing, bidding, and inspecting various water main projects, water production projects, and lead service line replacement (LSLR) program. In addition, this includes IEPA Loan Funding efforts, IEPA compliance and permitting related items, IEPA project planning for lead service lines and various water production and distribution projects, and other various tasks as requested by the City of Rockford Water Division

Vendor: Fehr Graham, Rockford, IL

Contract Amount: Based on Hourly Rates (Estimated 2026 Budget \$2,500,000, Estimated Budget for 2027 \$6,250,000, Estimated Budget for 2028 \$6,250,000 based on anticipated LSLRs)

Contract Duration: Date of contract award through February 28, 2027. One (1) year with two (2) possible one-year extension options upon mutual consent of the City and the Consultant

Funding Source: Water Replacement Improvement Account (WRIA) and State Revolving Fund (SRF)

NARRATIVE

With LSLR regulations being implemented and the City needing to replace 3,000 per year, the Water Division has identified the need to have a consultant under contract to design and inspect various projects on an as needed basis and administer the state funded lead service line replacement (LSLR) program throughout the City. The estimated budget was developed based on the number of required LSLR replacements necessary to maintain compliance with the Lead and Copper Rule Improvements (LCRI) and the approved CIP.

Based on their qualifications and past history in providing the City with water main design, inspection, and LSLR program management under the previous contract, Fehr Graham was asked to provide a Professional Services Agreement for 2026 water main design and inspection. Please note that, subject to funding availability, the City intends to utilize State Revolving Fund (SRF) financing for LSLR design and construction observation services associated with projects receiving funding assistance from the State.

If you have any further questions or concerns, please contact Jamie Rott, Water Superintendent, at (779) 348-7654 or Matt Baillargeon, Deputy Water Superintendent, at (779) 348-7355.

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

RESOLUTION AWARDING CONTRACT FOR ENGINEERING SERVICES FOR 2026 WATER SYSTEM
IMPROVEMENTS (DESIGN AND INSPECTION)

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:

2026 WATER SYSTEM IMPROVEMENTS (DESIGN AND INSPECTION)

WHEREAS, the Finance and Personnel Committee of the City Council for the City of Rockford, Illinois has reviewed the recommendation and proposal received for the aforementioned item(s) and recommends awarding a professional services agreement as follows:

Vendor: Fehr Graham

Amount: Based on Hourly Rates (Estimated 2026 budget \$2,500,000, and estimated budget for 2027 \$6,250,000, and estimated budget for 2028 \$6,250,000)

Term: One (1) year with two (2) possible one-year extension options upon mutual consent of the City and the Consultant

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

SATE REVOLVING FUND AND WATER REPLACEMENT IMPROVEMENT ACCOUNT

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with Fehr Graham of Rockford, IL for Professional Services (Design and Inspection) based on Hourly Rates, subject to the specifications in the contract.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Legal Director is hereby authorized to prepare and deliver certified copies of this Resolution to the Central Services Manager.

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this _____ day of _____, 2026.

ATTEST:

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

Thomas P. McNamara, Mayor
City of Rockford, Illinois

Rockford, Illinois

Date: March 9, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the agreement with FEHR GRAHAM of ROCKFORD, IL for 2026 WATER SYSTEM IMPROVEMENTS (DESIGN AND INSPECTION) for an estimated budget of \$2,500,000.00 for 2026, \$6,250,000.00 for 2027, and \$6,250,000.00 for 2028 (based on hourly rates). 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 **(FEHR GRAHAM ENGINEERING AND ENVIRONMENTAL)**, (200 PRAIRIE STREET SUITE 208 ROCKFORD, IL 61107), (hereinafter called CONSULTANT).

Whereas, the CITY desires to contract for professional services for the Project known as **(2026 WATER SYSTEM IMPROVEMENTS)**, 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 _____ by:

(Firm Name) FEHR GRAHAM ENGINEERING AND ENVIRONMENTAL

By: _____
(Signature)

ATTEST: (Seal)

(Title)

(Title)

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

By: _____
(Mayor)

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

(Date)

EXHIBIT A

The CONSULTANT agrees to provide, to the satisfaction of the CITY, certain engineering services including design, PS&E preparation, permitting, bidding assistance, construction staking, construction observation, and documentation of quantities, reporting and record keeping for construction work. The above items will be completed for IEPA Loan Funding efforts, water production facility improvements, distribution system improvements, lead service line improvements, IEPA compliance and permitting related items, and other various tasks as requested by the City of Rockford Water Division. Work will be completed on a Work Order Basis as issued by the CITY. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the CITY and will familiarize himself/herself with the project and the CITY'S expectations.

The CONSULTANT further agrees:

- (1) That he/she will provide the necessary personnel to adequately perform the requirements of this AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (2) That he/she will designate a senior representative from his/her firm who will act as LIAISON ENGINEER for the CONSULTANT and supervise the activities of all personnel furnished by the CONSULTANT. The designated representative will report to and be directly responsible to the City of Rockford Water Division who is in responsible charge of the contract(s).
- (3) That a man-hour estimate will be provided by the CONSULTANT for the CITY'S review and approval for each task prior to CONSULTANT initiating activities on behalf of the CITY.
- (4) CONSULTANT shall receive payment based upon the approved man-hour estimates for each work order issued by the CITY according to the attached rates, and direct costs, all subject to the Total Agreement Amount of \$2,500,000 (first year) and \$6,250,000 (second and third year).

Contract shall renew on 3/1/2027 and 3/1/2028 for the estimated fee amount of \$6,250,000 based on lead service line replacement and anticipated IEPA funding. At the time of renewal, hourly rates shall be adjusted by 4% or Consumer Price Index, whichever is greater. Renewal shall be by mutual consent of both the City and the Consultant.

This Agreement is supplemented to include the following agreement(s) of the parties in conformance with USEPA and IEPA Water Pollution Control/Public Water Supply Revolving Loan Program requirements:

1. Audit and Access to Records Clause

- a. Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representative shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.

- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. Covenant Against Contingent Fees Clause

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against the for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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.
- c. Are not presently indicted 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 b. of this certification; and
- d. Have not within a three-year period proceeding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. USEPA Nondiscrimination Clause

The engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contact which may result in the termination of this contract or other legally available remedies.

5. USEPA Fair Share Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As require by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.



2026 Personnel Chargeout Rates

Principal	\$249-312
Senior Project Manager	\$209-305
Project Manager	\$175-292

Engineering

Lead Engineer	\$249-280
Senior Electrical Engineer	\$249-280
Senior Project Engineer	\$163-215
Project Engineer	\$130-204
Project Designer	\$119-193
Designer	\$108-139
Engineer	\$108-203
Senior Structural Engineer	\$203-256
Senior Resident Engineer	\$169-211
Resident Engineer	\$130-183
Water/Wastewater Op Specialist	\$141-184
Senior Engineering Technician	\$108-192
Engineering Technician	\$85-149

GIS Specialist	\$108-118
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Surveying

Land Surveyor	\$164-217
Surveyor	\$119-172
Survey Technician	\$84-137

Environmental Health and Safety

Senior Project EHS Scientist	\$153-196
EHS Project Scientist	\$136-179
EHS Scientist	\$108-150
EHS Specialist	\$97-129
EHS Technician	\$97-139
Senior Project Hydrogeologist	\$153-196
Project Hydrogeologist	\$130-172
Hydrogeologist	\$108-150

Sr. Grant Writer/Community Development Specialist	\$125-146
Grant Writer/Community Development Specialist	\$108-129
Project Coordinator	\$106-138
Project Administrator	\$106-138
Project Assistant	\$99

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.

2026 Equipment Chargeout Schedule

Sampling Equipment		Rate
A.	General Groundwater Sampling Equipment	\$315/day
B.	General Soil Sampling Equipment	\$150/day
C.	Submersible Pump (Includes Generator)	\$104/day
D.	Battery Operated Submersible Purge Pump	\$36/day
E.	Disposable Bailer	\$15/each
F.	Mini-Troll Data Logger	\$106/day
G.	Interface Probe	\$51/day
H.	Environmental Field Vehicle	\$50/day or \$25/half day
I.	Solids Analysis Equipment	\$50/sample
J.	Ground Penetrating Radar (GPR)	\$350/day
Biological Sampling Equipment		
A.	Boat and Trailer	\$200/day
B.	Electrofishing Equipment	\$200/day
C.	Macroinvertebrate Equipment	\$50/day
D.	Petite Ponar	\$50/day
E.	Secchi disk	\$10/day
Water Quality Sampling Equipment		
A.	Water Quality Equipment (beta, churn, sampler)	\$30/day
B.	Velocity Meter with wading rod	\$30/day
C.	Multiparameter sonde	\$70/day
Safety Equipment		
A.	Confined Space Entry Safety Equipment	\$36/hour, 4-hour minimum
B.	Photo Ionization Detector (Mini-Rae)	\$106/day
C.	Combustible and Oxygen Meter	\$100/day
D.	First Aid/CPR Mannequins	\$50/set
Surveying and CAD Equipment		
A.	Total Station Equipment	\$20/hour
B.	GPS Equipment (Survey)	\$20/hour
C.	CAD Equipment	\$5/hour
D.	Per Day Use of Fully Equipped Survey Vehicle/Half-Day Usage	\$68/day or \$34/half day
E.	Leica Scanner	\$30/hour
Miscellaneous		
A.	Coliwasa Sampler	\$25/each
B.	Field Filters	\$30/each
C.	Monitoring Well Cap	\$30/each
D.	Monitoring Well Locks	\$20/each
E.	pH/Conductivity Meter(s)	\$30/day
F.	Quest Noise Survey Meter/Dosimeter	\$86/day
G.	Y S I D.O. Meter	\$46/day
H.	ISCO Wastewater Sampler	\$100/day
I.	ISCO Flow Meter	\$100/day
J.	DOT Training Materials	\$25/each participant
K.	Residual Chlorine Meter	\$25/day
L.	Electronic Water Level Indicator	\$30/day
M.	Cable Locator	\$50/day
N.	ATV	\$50/day
O.	Concrete Beam Mold/Breaker	\$20/each
P.	AERMOD	\$50/use
Q.	GPS Rover Unit (Inspector)	\$30/day

1. Reimbursable direct expenses will be charged at invoice cost + 15%.

2. Vehicle mileage (where applicable) \$0.70 per mile.

3. Reproduction, postage and handling of plans for bidding and third-party use are direct expenses. (Blueprints \$1/page.)