



**DATE:** April 13, 2026

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

**FROM:** Timothy Hinkens, City Engineer

**RE:** **Engineering Agreement Supplement #2: 8<sup>th</sup> Avenue over Keith Creek Bridge Replacement (Land Acquisition & PE2)**

8 <sup>th</sup> Avenue over Keith Creek Bridge Replacement			
Contract Details		Project Details	
Vendor	IMEG Corp.	Design Engineering	<i>\$109,471.76 (Original) (PE1)</i> <i>(Council Approved 3-1-2021)</i>  <i>\$103,685.00 (Supplement 1) (PE2)</i> <i>(Council Approved 2-21-2022)</i>  <b>\$190,772.00 (Supplement 2)</b> <b>(LA &amp; PE2)</b> <b>(Current)</b>  <i>\$22,243.00 (Supplement 3)</i> <i>(PE1 – PESA)</i> <i>(Concurrent with this item)</i>
		Construction Engineering	<i>\$350,000.00</i> <i>(Estimated)</i>
		Construction	<i>\$2,700,000.00</i> <i>(Estimated)</i>
<b>Additional Amount Requested</b>	<b>\$190,772.00</b>	Land Acquisition	<i>\$118,384.74</i> <i>(included in Engineering costs)</i>  <i>\$200,000.00</i> <i>(estimated land transaction costs)</i>
<b>Amended Total</b>	<b>\$426,171.76</b>	Utility Relocation (please indicate if a Rider will be used)	<i>\$100,000.00</i> <i>(Estimated)</i> <i>(Per future FRSA IGA)</i>

		Demolition	\$50,000.00 (Estimated)
Funding Source	<b>MFT</b> <b>WRIA</b> <i>Federal – LBFP</i> <i>Federal – CDS</i> <b>FRSA</b>	Water Main Costs	\$100,000.00 (Estimated) (included in construction costs)
		Misc/Contingency Costs	TBD
		<b>Total Projected Project Cost</b>	<b>\$3,926,171.76</b> (Estimated)

---

## NARRATIVE

The 8<sup>th</sup> Avenue over Keith Creek Bridge (SN# 101-6043) has deteriorated to the point of needing to be replaced. The existing bridge is currently load posted at 4 TONS and the sidewalks on both sides of the bridge are closed to pedestrians. The bridge is located in a residential area and is in close proximity to Constance Lane Elementary School.

Upon completion of Phase 1 Engineering, the recommended design elements include a complete replacement of the existing structure with a single span bridge. Other design elements include the attachment of a water main, relocation of sanitary main, historic preservation of existing structure, and relocation of an adjacent residence to improve creek flow.

In 2022, an engineering supplement was executed to provide Phase 2 Engineering. Since this time, additional IDOT historic preservation requirements were added to the scope of work as well as updated pay rates. In addition, land acquisition services are being included in this contract, including the relocation of a multi-family residence.

IMEG Corp. was selected for the original contract based on the results of the City’s Qualified Based Selection (QBS) policy. Chastain and Associates are recommended as a subconsultant to provide the land acquisition services as they are qualified, certified, and local- thus reducing travel expenses.

It is the recommendation of the Department of Public Works that the City enter into this supplemental engineering agreement with IMEG Corp. This supplement is for an additional \$190,772.00, to be funded with MFT.

This project is done in accordance with the “Highway and Bridge Structure Repair and Replacement” chapter of the *FY 2026-2030 Capital Improvement Program*, adopted by City Council on December 15, 2025.

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

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

RESOLUTION AWARDING AMENDED CONTRACT FOR 8<sup>TH</sup> AVENUE OVER KEITH CREEK BRIDGE  
REPLACEMENT

---

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:

8<sup>TH</sup> AVENUE OVER KEITH CREEK BRIDGE REPLACEMENT

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:	IMEG CORP.
Additional Amount:	\$190,772.00
Amended Contract Amount:	\$426,171.76

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

MFT  
FEDERAL - LBFP

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an amended agreement with IMEG CORP. of ROCKFORD, IL for 8<sup>TH</sup> AVENUE OVER KEITH CREEK BRIDGE REPLACEMENT for an amended total of \$426,171.76, subject to the specifications in the contract.

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

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

ATTEST:

---

Thomas P. McNamara, Mayor  
City of Rockford, Illinois

---

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

Rockford, Illinois

Date: April 13, 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 agreement with IMEG CORP of ROCKFORD, IL for 8<sup>TH</sup> AVENUE OVER KEITH CREEK BRIDGE REPLACEMENT, in the additional amount of \$190,772.00, for an amended total amount of \$426,171.76. 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:___



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For  
Federal PE

Agreement Type  
Supplement

Number  
02

### LOCAL PUBLIC AGENCY

Local Public Agency City of Rockford	County Winnebago	Section Number 20-00637-00-BR	Job Number P-92-009-20
Project Number TBB6(247)	Contact Name Tim Hinkens	Phone Number (779) 348-7647	Email Timothy.Hinkens@rockfordil.gov

### SECTION PROVISIONS

Local Street/Road Name 8th Avenue	Key Route 8th Avenue	Length 0.1 mi.	Structure Number Exist. 101-6043
--------------------------------------	-------------------------	-------------------	-------------------------------------

Location Termini

Construction begins near the east intersection radius return of Kishwaukee St (Sta. 100+20) and extends to the east to Sta. 104+60, approx. the west radius return of 8th Ave. Court

Add Location  
Remove Location

Project Description

Removal and replacement of the bridge and touchdown approaches west and east of the bridge. Channel work is anticipated including removal of sheet pile retaining walls and grading slopes to approximately 40 feet upstream from the north ROW line. The downstream channel work is anticipated to be regrading the slope for approximately 40 feet from the south ROW line. The replacement structure is anticipated to be a single span PCC beam bridge with open/integral abutments. The proposed vertical profile will be revised to meet the BLRS Manual guidelines. The bridge will have a sidewalk on both sides with a raised curb. The pedestrian railing will be a unique design to replicate the existing historical railing to as close as possible while meeting building code requirements.

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 IMEG Consultants Corp	Contact Name Eric Moe	Phone Number (309) 296-0407	Email Eric.C.Moe@imegcorp.com
Address 401 E. State St., Fl 4	City Rockford	State IL	Zip Code 61104

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:

**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 (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- Exhibit E: Agreement for Professional Services - COR
- Exhibit F: Project Narrative
- EXHIBIT G: Agreement for Prof Services - Chastain

**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 for Preliminary and/or Design Engineering: 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. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 United States 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.
9. 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.
10. 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 affix 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).
11. 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 following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
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.
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:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Anniversary

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. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. 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.
3. 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 save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage 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.
4. 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 material 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.

5. 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 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.
6. 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.
7. 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.
8. 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 e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. 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 include but are not limited to: acts of God or a public enemy; act 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.

10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (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 statue conviction for a violation occurring int he 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 of 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 project. 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.

11. 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.).
12. 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
IMEG Consultants Corp	15-0284110	\$72,387.26
<b>Subconsultants</b>		
Chastain and Associates, LLC	37-0714576	\$118,384.74
Subconsultant Total		\$118,384.74
Prime Consultant Total		\$72,387.26
Total for all work		\$190,772.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

The  of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Rockford	IMEG Consultants Corp	Winnebago	20-00637-00-BR

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

**EXHIBIT A  
SCOPE OF SERVICES**

**FOR FEDERAL PARTICIPATION PROJECTS**

Provide bridge and roadway plans, special provisions, check sheets, estimate of time, estimate of cost, ROW/ easement plats and legal descriptions, ROW strip map for the project as described herein - Removal and replacement of the bridge and touchdown approaches west and east of the bridge. Channel work is anticipated including removal of sheet pile retaining walls and grading slopes to approximately 40 feet upstream from the north ROW line. The downstream channel work is anticipated to be regrading the slope for approximately 40 feet from the south ROW line. The replacement structure is anticipated to be a single span PCC beam bridge with open/integral abutments. The proposed vertical profile will be revised to meet the BLRS Manual guidelines. The bridge will have a sidewalk on both sides with a raised curb. The pedestrian railing will be a unique design to replicate the existing to as close as possible while meeting building code requirements. Coordination of and a provision of Land acquisition services through Chastain and Associates are included. Geotechnical services to drill deeper borings are included. For additional detail, see the Project Narrative, Exhibit F.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Rockford	IMEG Consultants Corp	Winnebago	20-00637-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Project Design - May 1, 2026 to November, 30, 2026 Bid letting - February, 2027 Construction: April, 2027 to December, 2027
---

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Rockford	IMEG Consultants Corp	Winnebago	20-00637-00-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"/>



**EXHIBIT D**  
**COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**  
**FIXED RAISE**

<b>Local Public Agency</b>		<b>County</b>	Winnebago
<b>City of Rockford</b>		<b>Section Number</b>	20-00637-00-BR
<b>Prime Consultant (Firm) Name</b>		<b>Prepared By</b>	Eric Moe
<b>IMEG Consultants Corp</b>		<b>Date</b>	3/20/2026
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>	NA
<b>Chastain and Associates, LLC</b>			

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Updated cost estimate to supercede agreement approved on 3/8/2021. Changes include a cumulation of the following: Salary increases, change to Consultants IDOT audited overhead rate, additional scope of services to include: Land acquisition services by Chastain and Associates, LLC (subconsultant) with IMEG coordination and administration manhours. See attached original.

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	12 MONTHS	<b>OVERHEAD RATE</b>	178.30%
<b>START DATE</b>	4/30/2026	<b>COMPLEXITY FACTOR</b>	1
<b>RAISE DATE</b>	5/1/2027	<b>% OF RAISE</b>	3.00%
<b>END DATE</b>	4/29/2027		

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	4/30/2026	4/29/2027	12	100.00%





## Local Public Agency

City of Rockford

## County

Winnebago

## Section Number

20-00637-00-BR

## Consultant / Subconsultant Name

Chastain and Associates, LLC

## Job Number

NA

## DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	12	\$0.73	\$8.70
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	4	\$90.00	\$360.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Extra Depth soil borings	Actual Cost	1	\$4,710.00	\$4,710.00
GPS Survey equipment	Actual Cost	20	\$25.00	\$500.00
Land Acquisition Services - Chastain	Actual Cost	1	\$118,384.74	\$118,384.74
<b>TOTAL DIRECT COSTS:</b>				<b>\$123,963.44</b>

Local Public Agency

City of Rockford

County

Winnebago

Section Number

20-00637-00-BR

Consultant / Subconsultant Name

Chastain and Associates, LLC

Job Number

NA

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 178.30%

COMPLEXITY FACTOR 1

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
GP and E	4,710	30	1,545	2,755	645		9,655	3.28%
Structural Quantities		20	1,040	1,854	434		3,328	1.13%
Framing Plan		68	3,448	6,148	1,439		11,035	3.75%
Abutment, Wing and backfill details		46	2,320	4,137	969		7,426	2.52%
Slab Reinf., Top Slab Elev, Slab Haunch		92	4,848	8,643	2,024		15,515	5.27%
Beam and diaphragm details		28	1,475	2,630	616		4,721	1.60%
Historic bridge railing design		42	2,391	4,263	998		7,652	2.60%
Deck Drain details		12	558	994	233		1,785	0.61%
QA/QC Bridge and roadway		48	3,224	5,748	1,346		10,318	3.50%
Coordination meetings -bridge		24	1,701	3,033	710		5,444	1.85%
Bridge rating		32	2,083	3,714	869		6,666	2.26%
Meetings	9	9	638	1,137	266		2,050	0.70%
ROW Plats and legal descr, LA service	118,385	88	4,511	8,043	1,883		132,822	45.11%
Pickup & cross ties, Kishwaukee WM,	860	26	980	1,748	409		3,997	1.36%
Channel grading		13	622	1,108	259		1,989	0.68%
Utility coordination and watermain drawings		42	1,985	3,539	829		6,353	2.16%
Horizontal and vertical alignment		16	855	1,525	357		2,737	0.93%
Storm sewer design, SWPPP, NPDES		34	1,698	3,028	709		5,435	1.85%
Typical section		8	447	796	186		1,429	0.49%
Sheet setup		8	374	667	156		1,197	0.41%
Plan/profiles		24	1,158	2,065	483		3,706	1.26%
Address review comments		68	3,827	6,824	1,598		12,249	4.16%
Cover sheet, general notes, details		20	924	1,647	386		2,957	1.00%
SOQ, Fund code split		32	1,478	2,636	617		4,731	1.61%
Special provisions, check sheets		28	2,120	3,780	885		6,785	2.30%
TCP/Detour Plans		48	2,059	3,670	859		6,588	2.24%
QTO, cost estimates, estimate of time		48	2,507	4,471	1,047		8,025	2.73%
Cross sections		48	2,457	4,380	1,026		7,863	2.67%
Subconsultant DL								
TOTALS	123,963	1002	53,273	94,983	22,238		294,457	100.00%
					-0.33		(0)	0.00%

**Local Public Agency**  
City of Rockford

**County**  
Winnebago

**Section Number**  
20-00637-00-BR

**Job Number**  
NA

**Consultant / Subconsultant Name**  
Chastain and Associates, LLC

**AVERAGE HOURLY PROJECT RATES**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			GP and E			Structural Quantities			Framing Plan			Abutment, Wing and backfill details			Slab Reinf., Top Slab Elev, Slab Haunch		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Client Executive	90.00	0.0																	
Client Executive	82.42	93.0	9.28%	7.65	2	6.67%	5.49												
Project Executive	75.72	42.0	4.19%	3.17															
Engineer of Distinction	65.09	94.0	9.38%	6.11															
Senior Civil Engineer III	61.14	16.0	1.60%	0.98															
Senior Civil Engineer II	55.48	0.0																	
Senior Civil Engineer I	48.00	0.0																	
Civil Engineering Graduate - Designer II	36.25	22.0	2.20%	0.80															
Civil Engineering Graduate - Designer I	33.83	0.0																	
Designer of Distinction	54.37	215.0	21.46%	11.67	16	53.33%	29.00	16	80.00%	43.50	20	29.41%	15.99	24	52.17%	28.37	52	56.52%	30.73
Senior Civil Designer III	52.34	46.0	4.59%	2.40															
Senior Surveyor III	41.32	30.0	2.99%	1.24															
Senior Technician I	39.02	0.0																	
Crew Chief II	36.62	52.0	5.19%	1.90															
Crew Chief I	31.60	0.0																	
Civil Project Designer II	41.23	76.0	7.58%	3.13															
Civil Project Designer I	37.50	0.0																	
Civil Designer II	30.90	0.0																	
Senior Civil Designer II	42.53	120.0	11.98%	5.09	12	40.00%	17.01	4	20.00%	8.51	40	58.82%	25.02	20	43.48%	18.49	32	34.76%	14.79
Senior Construction Administrator	46.20	196.0	19.56%	9.04															
Senior Administrative Assistant II	32.50	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		1002.0	100%	\$53.17	30.0	100.00%	\$51.50	20.0	100%	\$52.00	68.0	100%	\$50.71	46.0	100%	\$50.44	92.0	100%	\$52.69

**Local Public Agency**  
City of Rockford

**County**  
Winnebago

**Section Number**  
20-00637-00-BR

**Consultant / Subconsultant Name**  
Chastain and Associates, LLC

**Job Number**  
NA

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Beam and diaphragm details			Historic bridge railing design			Deck Drain details			QA/QC Bridge and roadway			Coordination meetings - bridge			Bridge rating		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Client Executive	90.00																		
Client Executive	82.42																		
Project Executive	75.72																		
Engineer of Distinction	65.09																		
Senior Civil Engineer III	61.14				10	23.81%	15.50												
Senior Civil Engineer II	55.48																		
Senior Civil Engineer I	48.00																		
Civil Engineering Graduate -	36.25																		
Civil Engineering Graduate -	33.83																		
Designer of Distinction	54.37	24	85.71%	46.60	32	76.19%	41.42	4	33.33%	18.12									
Senior Civil Designer III	52.34																		
Senior Surveyor III	41.32																		
Senior Technician I	39.02																		
Crew Chief II	36.62																		
Crew Chief I	31.60																		
Civil Project Designer II	41.23																		
Civil Project Designer I	37.50																		
Civil Designer II	30.90																		
Senior Civil Designer II	42.53	4	14.29%	6.08				8	66.67%	28.35									
Senior Construction Administ	46.20																		
Senior Administrative Assista	32.50																		
<b>TOTALS</b>		28.0	100%	\$52.68	42.0	100%	\$56.92	12.0	100%	\$46.48	48.0	100%	\$67.16	24.0	100%	\$70.87	32.0	100%	\$65.09



Local Public Agency

City of Rockford

County

Winnebago

Section Number

20-00637-00-BR

Consultant / Subconsultant Name

Chastain and Associates, LLC

Job Number

AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Storm sewer design, SWPPP, NPDES			Typical section			Sheet setup			Plan/profiles			Address review comments			Cover sheet, general notes, details			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Senior Client Executive	90.00																			
Client Executive	82.42	8	23.53%	19.39	2	25.00%	20.61													
Project Executive	75.72																			
Engineer of Distinction	65.09																			
Senior Civil Engineer III	61.14																			
Senior Civil Engineer II	55.48																			
Senior Civil Engineer I	48.00																			
Civil Engineering Graduate -	36.25	20	58.82%	21.32	2	25.00%	9.06													
Civil Engineering Graduate -	33.83																			
Designer of Distinction	54.37																			
Senior Civil Designer III	52.34	6	17.65%	9.24	4	50.00%	26.17													
Senior Surveyor III	41.32																			
Senior Technician I	39.02																			
Crew Chief II	36.52																			
Crew Chief I	31.80																			
Civil Project Designer II	41.23				4	50.00%	20.62													
Civil Project Designer I	37.50																			
Civil Designer II	30.90																			
Senior Civil Designer II	42.53																			
Senior Construction Adminis	46.20																			
Senior Administrative Assist	32.50																			
<b>TOTALS</b>		34.0	100%	\$49.95	8.0	100%	\$55.84	8.0	100%	\$46.79	24.0	100%	\$48.25	68.0	100%	\$56.28	20.0	100%	\$46.20	



## Exhibit E

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the CITY OF ROCKFORD (hereinafter called CITY) and **IMEG Consultants Corp, 401 E. State Street, 4<sup>th</sup> Floor, Rockford, IL 61104** (hereinafter called CONSULTANT) is as follows:

Whereas, the CITY desires to contract for professional services relating to the design and land use planning services for the project known as **8th Avenue Bridge Replacement Phase 2 Design, Supplement #2.**

NOW, THEREFORE, in consideration of their mutual covenants, promises and agreements of the parties hereinafter set forth, to be kept and performed by them, it is hereby contracted and agreed:

#### SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 The CONSULTANT shall perform all design services as outlined herein and in EXHIBIT A, necessary for the completion of the above-described Project to the satisfaction of the Director of Public Works in conformance with sound design and engineering practice and in the best interests of the CITY.

#### SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 At the option of the CITY, and if authorized in writing, the CONSULTANT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services and not already identified in the Scope of Work; to be paid for by the CITY as indicated in Section 5.
- (a) Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project.
  - (b) Services resulting from significant changes in general scope of the Project or its design, including but not limited to, changes in size, complexity, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the CONSULTANT's control.
  - (c) Services to verify the accuracy of drawings, logs or any other information furnished by the CITY.
  - (d) Preparing to serve or serving as a consultant or witness for the CITY in any litigation, public hearing, or other legal or administrative proceeding involving the Project.

- (e) If requested by the CITY or recommended by the CONSULTANT and agreed to in writing by the other, a Resident Project Inspector will be furnished and will act as directed by CONSULTANT in order to provide more extensive representation to the Project during the Construction Phase. Such services will be paid for by the CITY as indicated in Section 5.
- 2.2 At the option of the CITY, and if authorized in writing the CONSULTANT agrees to furnish any resident inspection called for by the CITY, as a supplement to this contract.
- 2.3 When indicated, this project involves work for more than one agency and is governed by an intergovernmental agreement. The engineering firm will be responsible for reviewing invoices prepared for each agency and submitting approved invoices to each agency for payment.

### **SECTION 3 - CITY'S RESPONSIBILITIES**

- 3.1 The CITY shall assist the CONSULTANT by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to the scope of the Project.
- 3.2 Furnish to CONSULTANT, as required by him for performance of his Basic Services, data prepared by or services of others obtained or prepared by the City prior to execution of this contract such as core borings, probings and sub-surface explorations, laboratory tests and inspections of samples; all of which CONSULTANT may rely upon in performing his services.
- 3.3 Guarantee access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- 3.4 Pay all costs incidental to obtaining bids or proposals from Contractors, such as publishing and printing costs.
- 3.5 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.
- 3.6 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.
- 3.7 Furnish title commitments for all necessary right-of-way or easements to be acquired.
- 3.8 Bear all costs incidental to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 CONSULTANT shall complete the Phase 1 Services within 2790 days following the authorization to proceed with that phase of service.

#### **SECTION 5 - PAYMENTS TO ENGINEER**

- 5.1 Basic Services. The CITY shall pay the CONSULTANT for Basic Services in the amount based on the hourly rates costs as shown on EXHIBIT D.
- 5.2 Additional Services. The CITY shall pay the CONSULTANT for Additional Services rendered under Section 2 in accordance with hourly rates identified in EXHIBIT D, The CITY shall pay the CONSULTANT the actual costs of all reimbursable expenses incurred in connection with all Additional Services, mileage and local travel will not be considered a reimbursable. Fee for additional outside professional services may be marked up by fifteen percent (15%).
- 5.3 The CONSULTANT shall submit monthly statements for Basic and Additional Services rendered. The monthly statements will be based upon the fee schedule established in EXHIBIT D and the Standard Hourly Rates established in EXHIBIT D as necessary. The CITY shall make prompt monthly payments in response to the ENGINEER's monthly statements.

#### **SECTION 6 - GENERAL CONSIDERATIONS**

- 6.1 This Agreement may be terminated by either party upon seven (7) days written notice.
- 6.2 In the event the CITY shall terminate or abandon the engineering services contracted for by this Agreement or to abandon any portion of the Project for which services have already been performed the following provisions shall govern:
- (a) In the event the CITY shall abandon all or any part of the services to be rendered by the CONSULTANT, the CONSULTANT shall be notified in writing. Immediately upon receiving such notice the CONSULTANT shall discontinue the work abandoned by the CITY under this Agreement and shall proceed to close and terminate operations.
  - (b) Upon termination or abandonment by the CITY of the CONSULTANT services the CONSULTANT shall deliver to the CITY all drawings, specifications, reports and studies theretofore completely or partially completed by him together with all unused materials advanced or supplied by the CITY and shall appraise the work he has completed and submit his appraisal to the CITY for evaluation.
  - (c) If this Agreement is terminated by the CITY upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services.

- (d) If this Agreement is terminated by CITY during any phase of the Basic Services, CONSULTANT will be paid for services rendered during that phase on the basis of Section 5.1 for services rendered during that phase to date of termination by principals and employees assigned to the Project.
- 6.3 All documents or copies thereof including, but not limited to tracings, drawings, estimates, field notes, investigations, design analysis, and studies 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. However, if the CONSULTANT wishes, he may retain the original drawings and supply the CITY with reproducibles on cloth or mylar and may keep copies of the above-mentioned documents. All drawings are also to be provided on computer disc in a format acceptable to the City. The CONSULTANT shall endorse by his professional engineering seals all plans, specifications, and engineering data furnished by him.
- 6.4 The CONSULTANT shall obtain and maintain during the course of this Agreement with the CITY, at the sole expense of the CONSULTANT, such insurance as shall protect the CITY from all claims for bodily injury, death or property damage which might arise from negligent performance of engineering services to be rendered hereunder by the CONSULTANT or any of his employees. The CONSULTANT shall also maintain such insurance as will cover all of CONSULTANT's employees' claims under the Workman's Compensation Act of Illinois. Copies of certificate of insurance affording such coverage shall be filed with and approved by the CITY prior to commencement of any work hereunder.
- 6.5 To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the CITY, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the vendor, or its employees, agents, subcontracts, or assignees pursuant to the terms of this AGREEMENT.
- 6.6 The CITY and CONSULTANT each binds himself and his 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; except as above, neither CITY nor CONSULTANT shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
- 6.7 This Agreement shall be full force and effect only when it has been approved by the CITY, and when executed by its duly authorized officials.

**SECTION 7 - SPECIAL PROVISIONS**


- 7.1 In carrying out the Project, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  
- 7.2 No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.
  
- 7.3 No member, officer, or employee of the CITY, or its designees or agents, no member of the governing body of the CITY in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement.

The Consultant and/or Engineer certifies that the Principals have not been barred from signing this agreement as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961. (Chapter 38 of Illinois Revised Statutes).

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
Senior Principal

  
\_\_\_\_\_  
Attest:

  
\_\_\_\_\_  
Senior Principal

**Acknowledgement of Stormwater Management Ordinance and Environmental Consent Decree**

By indicating below, we acknowledge we must comply with the City's Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that the vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be 12/31/2022. These records are subject to audit and are to be made available immediately upon request by the CITY or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that the CONSULTANT will be required to keep on file upon request of the CITY. Violation of this section and with the CITY'S Stormwater Management Ordinance may result in a fine.

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and Environmental Consent Decree. Both documents can be found on the City of Rockford website at <http://rockfordil.gov/wp-content/uploads/2017/06/Rockford-Stormwater-Ordinance-Amend-2015-12-23.pdf>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Environmental Consent Decree and agree to comply with the terms outlined therein.

*IMEG Consultants Corp*

Person, Firm or Corporation

*Eric C. Mor*

*Client Executive, Sr. Principal*

Authorized Signature and Title

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 20<sup>TH</sup> day of March, 2026 by:

**IMEG Consultants Corp**  
**401 E. State Street, 4<sup>th</sup> Floor**  
**Rockford, IL 61104**

By *Eric C. Moe*  
(Signature)

*ERIC C. MOE*  
Senior Principal



ATTEST: (Seal) *Exp. 11/30/27*

*Corey J. Stout*

*Corey J. Stout*  
Senior Principal

Approved by the City Council of the City of Rockford this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Date)

ATTEST: (Seal)

\_\_\_\_\_  
Legal Director and Ex Officio  
Keeper of the Records and Seal



Exhibit F to BLR05530, **Supplement #2**

City of Rockford: Tim Hinkens, City Engineer

8<sup>th</sup> Ave. Bridge over Keith Creek Replacement

8<sup>th</sup> Ave. is a Non-NHS Route

Section: 20-00637-00-BR

Project: TBB6(247)

Job: P-92-009-20

Phase 2 Engineering Agreement between City of Rockford and IMEG, **Supplement #2**

**Project Narrative**

Based on the ongoing Phase 1 and Upcoming Phase 2 Preliminary Engineering, for purposes of the Phase 2 Engineering Agreement, including supplements #1 and #2, the project's construction scope is as follows:

**Removals:**

- Existing bridge structure
  - o Deck
  - o Abutments and pier to at least one foot below grade
  - o Parapets and bridge railings
  - o Wingwalls
- Retaining walls and associated fencing along both banks, 40 feet north of the edge of bridge approximately 1 foot to one foot below grade
- Rip rap along both banks approximately 40 feet south of the existing bridge
- Trees along banks and tops of banks approximately 40 feet south of the existing bridge
- Pavement, sidewalks, curb and gutter and storm sewers/inlets within the limits of the proposed bridge and touchdown approaches
- Residence 726 8<sup>th</sup> Ave will be demolished along with driveway pavement, utility disconnects, foundation removal and clearing and grubbing the site (plans and specifications of building demolition with associated utility, clearing and grubbing will be by others). The property is to be acquired by the City of Rockford

**Proposed improvements:**

- Bridge structure
  - o One single span, PPC IL27-I830 Beam bridge, approximately 65 feet long by 48 feet wide
    - Sidewalks on both sides
    - Metal shell friction piles

- Spill thru abutments
  - See attached waterway opening sketch
- Bridge approach pavement - both approaches, approximately 30 feet in length each with flexible pavement connectors
- Bridge and guardrails
  - A pedestrian rail at or beyond the clear zone to closely replicate the existing historic PC "hitching post" rails will be provided along both sides of the bridge
  - No approach end terminals are anticipated since bridge rails and hazards will be located outside the clear zone (clear zone will be either 7 feet or 10 feet, depending on the ADT for the design period)
- Scuppers
  - Bridge drain scuppers are deemed to be unnecessary and are not to be included
- Pavement
  - The vertical profile will be adjusted, and the approximate limits of the pavement work is from Sta. 100+20 to Sta. 104+60, including curb and gutter to match existing vertical alignment. See the preliminary plan/profile Exhibit
  - The sag vertical curve Sta. 104+63 to Sta. 105+63, beyond the limits of these improvements, will have a design speed less than the posted speed and it is assumed a design variance will be approved for this
  - Existing horizontal alignment will be unchanged - proposed/existing centerline will be coincidental
  - Pavement width to match existing
- Sidewalks and driveways
  - Taper to match existing on all four quadrants
  - New sidewalks both sides at limits discussed above - sidewalk ramps have been previously completed at Kishwaukee St.
  - Five feet in width next to roadway
  - Minimum six feet in width next to and adjacent to the bridge deck. The sidewalk will be constructed on top of the bridge deck with a curb between the edge of pavement and the sidewalk
  - Accessible
  - Driveways to match existing where applicable with PCC aprons per City standards
- Easements/ROW
  - Included in the IMEG scope of services is the preparation of an exhibit for each easement/ROW plat and legal description
- Storm sewer
  - Replace inlets at low point of sag east of bridge
  - Replace storm sewer - 10-year flood recurrence design
  - Install inlets at curb lines for west approach pavement with storm sewers to channel
- Watermain (City owned)
  - Install new 8" diameter watermain near existing in accordance with City standards
  - Limits of easternmost watermain to be near easternmost construction limits. Limits of westernmost watermain will be to the connection point cross installed by the City's



current contractor under the western southbound lane of Kishwaukee St. Permitting will be handled by the City Water Department. At the east limits, tie into existing watermain and provide fittings to enable future extensions further east (to be permitted and designed by others)

- Sanitary sewer (Four Rivers Sanitary Authority - FRSA)
  - o Existing sanitary sewers to remain in place and not to be disturbed
  - o Existing cleanout manhole connected to and adjacent to downstream end of existing pier will be adjusted and lowered as part of the proposed improvements
    - Detail will be included in the plans prepared by IMEG
    - Detail will be developed and provided by FRSA
    - Cost of adjustment will be paid for by FRSA
- Other utilities
  - o Other utility coordination will be performed by IMEG
  - o Any details resulting by the project required for other utilities will be provided by each appropriate utility and will be performed in advance of the proposed bridge improvements unless coordinated such that adjustments can be made in conjunction with the bridge improvements
- All utilities - IMEG will prepare Status of Utilities document to be inserted into contract documents
- Erosion control and protection
  - o Permanent erosion protection will be riprap of appropriate sizing to protect the channel bottom and side slopes under the bridge and along the channel transitions both upstream and downstream from the proposed bridge
  - o Temporary erosion protection as needed within the construction limits
  - o IMEG will prepare a SWPPP and IEPA NPDES NOI permit application
- Traffic control and protection - construction staging
  - o Full closure with a detour - closed to through traffic throughout the duration of the construction
  - o Closure per IDOT BLR 21-9, STD. 701901-08 and STD. 701801-06
  - o A staging plan is required to specify certain driveways which will need to have access during construction
  - o IMEG will prepare a detour and traffic control plan for during construction. The plan will be submitted/reviewed and approved by IDOT D2
  - o IMEG will prepare a traffic management plan for the open cut watermain work within Kishwaukee St.
  - o A traffic queuing analysis will be included using actual traffic count data to be measured by IMEG using MioVision equipment.
- Land acquisition services – See Agreement for Professional Services from Chastain and Associates, LLC for scope of services. **Part of Supplement #2.**
- Geotechnical services for additional depth of soil borings is included.



**Estimated Cost**

The estimated cost of the construction is \$1,600,000. This estimate is based on similar recently bid projects of similar location, size, and scope.

**Timeframe**

The project is anticipated for a letting on Winter/Spring, 2027

**Original Engineering Agreement and Supplements #1 & #2 Costs Summary**

Original Agreement Costs Summary (Phase 1)	= \$109,471.76
Supplement #1 Phase 2 (Year 2022)	= \$103,685.00
Supplement #2 Phase 2 (Year 2026) Costs include the following:	
- Land acquisition (LA) services (Chastain and Associates, LLC)	= \$118,384.74
- IMEG LA coordination and Supplemental Review	= \$42,387.26 est.
- IMEG additional salary and overhead	= \$30,000.00 est.
- <b>Total Supplement #2</b>	= <b>\$190,772.00</b>
<b>New Grand Total</b>	= <b>\$403,928.76</b>

**Scope that is not included**

The following items are not included in the above estimate of construction cost or the Phase 2 engineering services:

- Bidding services (This will be an IDOT let project)
- Construction engineering services (To be negotiated later)
- Street improvements beyond above mentioned improvement limits
- Testing of contaminated materials of any kind
- Fees associated with any type of permit
- Historical replication features other than the pedestrian railing



## AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT DATA:**

DATE OF AGREEMENT: March	JOB NUMBER: 9750
PROJECT NAME: IMEG-8th Ave bridge Land Acquisition, Section 20-00637-00-BR	
PROJECT LOCATION (Longitude/Latitude preferred or Address/Location): 8th Ave & Kishwaukee St, Rockford, IL	
START DATE: July 1, 2026	ESTIMATED COMPLETION DATE: Dec 1, 2026
CLIENT: IMEG	CLIENT CONTACT: Eric Moe
BILLING ADDRESS: 401 E State St, 4th floor, Rockford, IL 61104	CLIENT PHONE NUMBER: 309-296-0407
BILLING EMAIL ADDRESS: <a href="mailto:Eric.C.Moe@imegcorp.com">Eric.C.Moe@imegcorp.com</a>	

**SCOPE OF SERVICES:** See attached Scope of Services

**FEE BASIS:**  Lump Sum Amount enter text  
 Estimated Cost (figured on time and material basis) \$118,384.74

**CONDITIONS:** THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE ATTACHED PAGE TITLED "TERMS AND CONDITIONS" AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. **PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.**

**ACCEPTANCE:** THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE CLIENT OR DULY AUTHORIZED AGENT OF THE CLIENT, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE FEE BASIS.

**CLIENT**

**BY (Printed Name):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**CHASTAIN & ASSOCIATES LLC**

**BY (Printed Name):** Curtis D. Cook, PE \_\_\_\_\_

**DATE:** March 16, 2026 \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_

**TITLE:** Principal \_\_\_\_\_

**CHASTAIN & ASSOCIATES LLC**  
**Consulting Engineers**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**TERMS AND CONDITIONS**

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**AMENDMENTS**

This Agreement may be amended only in writing by both the Client and Consultant.

**FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)**

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect at the time the work was performed plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 70.0 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

**DEPOSITIONS AND EXPERT WITNESS**

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

**FOIA REQUESTS**

All time spent locating and providing information for FOIA requests shall be billed on a Time & Material basis at the normal billed rate of all staff involved.

**TIME OF PAYMENT**

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

**LATE PAYMENT**

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

**LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**AUTHORITY AND RESPONSIBILITY**

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about

the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

**DULY AUTHORIZED SIGNATORIES**

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

**TERMINATION**

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

**DELIVERABLES AND ELECTRONIC FILES**

Plans, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file or changes outside of our control.

**RECORD DOCUMENTS**

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

**REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. They are not intended or represented to be suitable for reuse by Client or others, on extensions of this work, or on any other work. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession.

**ESTIMATES OF COST**

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

**INFORMATION PROVIDED BY OTHERS**

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**DISPUTE RESOLUTION**

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

8<sup>th</sup> Avenue bridge replacement  
Land Acquisition Services  
Section 20-00637-00-BR  
City of Rockford, IL (IMEG)

LAND DEVELOPMENT  
MUNICIPAL ENGINEERING  
LAND SURVEYING  
STRUCTURAL ENGINEERING  
TRANSPORTATION ENGINEERING  
COMMUNITY PLANNING & FUNDING

We understand the scope of services to be as follows:

Negotiation services

- a. Perform negotiations for 9 Right-of-Way parcels in accordance with the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended, and the IL DOT Land Acquisition Policy Manual, to reach agreements with willing/cooperative property owners.
- b. Prepare acquisition documents for 9 parcels based on title commitments, appraisals, and review appraisals. No payments to seller are included herein.
- c. Deliver signed conveyance documents to the client for payment processing and recording of documents.
- d. Deliver copies of the recorded conveyance documents, title commitments, appraisals, review appraisals, special reports, and negotiators report to IDOT for project approval. Includes parcel compliance check sheet and project compliance check sheet preparation and submittal to IDOT.

Relocation Plan services

- a. Perform Relocation Acquisition Services in accordance with Hanson Professional Services scope for parcel 11-26-404-015. See attached. Two meetings only, No relocation fees paid to seller are included herein.

Title and Appraisal services

- a. Title Commitments (9 parcels), appraisals (5 parcels), and review appraisals (5 Parcels) are included. Appraisals and review appraisals will not be performed on City of Rockford owned parcels.

Parcels, PINs

11-26-404-013	TE	
11-26-404-014	TE	
11-26-404-015	Total take, Relocation	
11-26-406-003	TE	
11-26-406-004	TE	(Title Commitment only)
11-26-409-001	TE	(Title Commitment only)
11-26-408-002	TE	
11-26-408-003	TE	(Title Commitment only)

11-26-405-001 TE (Title Commitment only)

LAND DEVELOPMENT  
MUNICIPAL ENGINEERING  
LAND SURVEYING  
STRUCTURAL ENGINEERING  
TRANSPORTATION ENGINEERING  
COMMUNITY PLANNING & FUNDINGAssumptions

- a. Acquisition services to begin the latter of July 2026 or delivery of title and appraisal documents. Land acquisition estimated to be complete November 2026.
- b. Estimated negotiation fees based on willing/cooperative property owners. Additional hourly fees shall apply if property owner(s) are uncooperative/unwilling/unresponsive.
- c. Estimated fee is based upon 2 meetings maximum per parcel. One meeting per City owned parcels
- d. Recording of documents by City.
- e. Temporary easements will not be recorded.

Compensation

We propose to provide the services described above on a time and material basis using our standard hourly billing rates (attached), with the estimated Project Hourly fees breakdown as follows:

Land Acquisition Services (9 parcels) = \$118,384.74

Project Expenses

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

- a. Local, County and / or State review, filing or recording fees.
- b. Necessary consultants as approved by Client (e.g. Utility Services Locate).
- c. Copy costs
- d. Postage and delivery charges

Additional Services

Chastain can include the following as additional services. Additional services will be performed on a time and material basis using Chastain's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

- a. Negotiations with additional property owners/parcels.
- b. CAD plots of drawings in any media or format
- c. Recording of conveyance documents by Chastain staff.

- d. Major changes in the scope of the project.
- e. Attending meetings and public hearings beyond those specified above.
- f. Negotiations with non-cooperative parcel owner(s).
- g. Eminent Domain services
- h. Meetings with attorneys, depositions, court testimony, etc.
- i. Surveyor services

LAND DEVELOPMENT  
MUNICIPAL ENGINEERING  
LAND SURVEYING  
STRUCTURAL ENGINEERING  
TRANSPORTATION ENGINEERING  
COMMUNITY PLANNING & FUNDING

03/16/2026

Hanson Professional Services Inc.  
**Scope of Services**

---

**Project Description:**

The City of Rockford is proposes to remove and replace the 8<sup>th</sup> Avenue bridge. Chastain was selected as the design and land acquisition consultant for the project. Hanson will be part of the team to complete Relocation Services for the Land Acquisition process.

**Services:**

Hanson Professional Services will provide Relocation Land Acquisition services for the project. Since the project is being constructed with federal funds, land acquisition will be certified by IDOT District 2. The Scope of Services to be provided is limited to the following:

Land Acquisition Services: Provide relocation services for 1 parcel (Owner occupied with 2 tenants) in conformance with the IDOT Land Acquisition Guidelines and in accordance with the Uniform Act.

## 1) Relocation Services.

- a. Hanson and Chastain will coordinate the initial negotiations and onsite visit with property owner to determine personal vs real property, take photos and conduct preliminary interview to determine relocation needs.
- b. Prepare a Project Relocation Plan that includes results of preliminary interview, market research, and identification of potential challenges and proposed solutions based on interviews and market research
- c. Provide relocation assistance to include determination of relocation eligibility and computation of monetary reimbursement amounts for displaced one (1) owner occupied residence and 2 tenant relocations.
- d. Present to displaced owners and tenants the City's offers of eligibility and advisory services.
- e. Assist displaced owner and tenants with coordination of all documentation for claims processing.
- f. Prepare and provide the City a permanent file on the displaced business upon completion of relocation.

## 2) Project Administration

- a. Coordination with Chastain Engineering, City of Rockford and IDOT D2.
- b. 2 virtual meetings to facilitate project coordination.
- c. Financial and schedule control



<b>Local Public Agency</b> City of Rockford	<b>County</b> Winnebago	<b>Section Number</b> 20-00637-00-BR
<b>Prime Consultant (Firm) Name</b> Curtis Cook - Chastain Engineers	<b>Prepared By</b> Travis Emery	<b>Date</b> 3/16/2026
<b>Consultant / Subconsultant Name</b> Hanson Professional Services	<b>Job Number</b> N/A	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Phase 2 relocation services - 8th Ave Bridge Replacement Rockford Illinois (Hanson Job# 26L0051)

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b> 18 MONTHS	<b>OVERHEAD RATE</b> 168.64%
<b>START DATE</b> 5/1/2026	<b>COMPLEXITY FACTOR</b> 0
<b>RAISE DATE</b> 1/1/2027	<b>% OF RAISE</b> 3.00%
<b>END DATE</b> 10/31/2027	

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	Contract	% of
0	5/1/2026	1/1/2027	8	44.44%	
1	1/2/2027	11/1/2027	10	57.22%	

Local Public Agency

County

Section Number

City of Rockford

Winnebago

20-00637-00-BR

Consultant / Subconsultant Name

Job Number

Hanson Professional Services

N/A

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	1.67%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal Avg	\$90.00	\$90.00
E/A/S VIII Avg	\$87.45	\$88.91
E/A/S VII Avg	\$80.83	\$82.18
E/A/S VI Avg	\$68.15	\$69.29
E/A/S V Avg	\$56.79	\$57.74
E/A/S IV Avg	\$48.19	\$48.99
E/A/S III Avg	\$41.52	\$42.21
E/A/S II Avg	\$37.99	\$38.62
E/A/S I Avg	\$36.28	\$36.88
M/D Avg	\$55.09	\$56.01
Tech VIII Ave	\$51.11	\$51.96
Tech VII Avg	\$49.41	\$50.23
Tech VI Avg	\$43.78	\$44.51
Tech V Avg	\$40.38	\$41.05
Tech IV Avg	\$35.45	\$36.04
Tech III Avg	\$29.63	\$30.12
Tech II Avg	\$27.64	\$28.10
Tech I Avg	\$22.37	\$22.74
Aide Avg	\$22.00	\$22.37
Admin VII Avg	\$66.56	\$67.67
Admin VI Avg	\$45.44	\$46.20
Admin V Avg	\$35.69	\$36.28
Admin IV Avg	\$31.27	\$31.79
Admin III Avg	\$24.64	\$25.05
Admin II Avg	\$21.90	\$22.27
Admin I Avg	\$18.00	\$18.30

**Local Public Agency**

City of Rockford

**County**

Winnebago

**Section Number**

20-00637-00-BR

**Consultant / Subconsultant Name**

Hanson Professional Services

**Job Number**

N/A

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	1160	\$0.73	\$841.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$841.00</b>



Local Public Agency  
City of Rockford

County  
Winnebago

Section Number  
20-00637-00-BR

Consultant / Subconsultant Name  
Hanson Professional Services

Job Number  
N/A

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Relocation - Owner Occ w/2 tenants			Project Management											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Principal Avg	90.00	0.0																	
E/A/S VIII Avg	88.91	0.0																	
E/A/S VII Avg	82.18	24.0	13.79%	11.33	0			24	100.00%	82.18									
E/A/S VI Avg	69.29	150.0	86.21%	59.73	150	100.00%	69.29												
E/A/S V Avg	57.74	0.0																	
E/A/S IV Avg	48.99	0.0																	
E/A/S III Avg	42.21	0.0																	
E/A/S II Avg	38.62	0.0																	
E/A/S I Avg	36.88	0.0																	
M/D Avg	56.01	0.0																	
Tech VIII Ave	51.96	0.0																	
Tech VII Avg	50.23	0.0																	
Tech VI Avg	44.51	0.0																	
Tech V Avg	41.05	0.0																	
Tech IV Avg	36.04	0.0																	
Tech III Avg	30.12	0.0																	
Tech II Avg	28.10	0.0																	
Tech I Avg	22.74	0.0																	
Aide Avg	22.37	0.0																	
Admin VII Avg	67.67	0.0																	
Admin VI Avg	46.20	0.0																	
Admin V Avg	36.28	0.0																	
Admin IV Avg	31.79	0.0																	
Admin III Avg	25.05	0.0																	
Admin II Avg	22.27	0.0																	
Admin I Avg	16.30	0.0																	
<b>TOTALS</b>		174.0	100%	\$71.06	0.0	0.00%	\$0.00	150.0	100%	\$69.29	24.0	100%	\$82.18	0.0	0%	\$0.00	0.0	0%	\$0.00

Project Budget Worksheet

20-00637-00-BR

Project: IMEG-8th Avenue bridge replacement Land Acquisition

HLC Proj No: PR9627

Date: 16-Mar-26

(\\PROPOSALS\Proposals\2026\Transportation\PR 9750\MEG - 8th Avenue bridge\00iv\_acquisition\8th Avenue Budget\00Budget

Department	Task No.	Item Description	Sheet Count	Labor Code Budget		Project Principal	Professional IV	Admin	Task Direct Cost	\$0.725 Vehicles (Miles)	\$1.10 Misc (Each)
				Billing	Hours						
<b>Survey</b>	9	Right of Way									
	9.1	Administration & management		\$2,067.20	13	4		9			
	9.2	Coordinate sub work (Appraisals & Relocation plan)		\$2,176.00	8	8					
	9.3	review title commitments and appraisals		\$1,632.00	6	6					
	9.4	review plats, plans, legals, deeds		\$2,262.97	9	3	6				
	9.5	review and modify IDOT acquisition forms, 9 parcels		\$7,724.80	50	14		36			
	9.6	property owner contact list		\$870.40	5	2		3			
	9.7	schedule property owner meetings		\$2,284.80	12	6		6			
	9.8	prepare property owner packets		\$2,339.20	14	5		9			
	9.9	property owner meetings (2 each)		\$13,056.00	48	48			480		
	9.10	deliver conveyance docs to city for payment and recording		\$1,088.00	4	4		0			
	9.11	Parcel packet submission to IDOT		\$6,788.92	27	9	18	0			
	9.12	City Vendor document prepare and submit, N/A									
	9.13	Appraisals, 5 parcels								17000	
	9.14	Review appraisals, 5 parcels								5500	
	9.15	Title Commitments, 9 parcels								4950	
	9.16	Relocation plan, 1 parcel		\$2,176.00	8	8				38430	
	9.17	client meetings		\$1,026.32	4	2	2			25	
		<b>Total Sheet Count</b>	0								
		Labor Subtotals		\$45,492.61	208	119	26	63	\$72,892.13	585	65880
		Direct Cost		\$72,892.13					\$424.13	\$72,468	
		<b>Total</b>		<b>\$118,384.74</b>							
		<b>Total Project &amp; QC/QA Personnel Hours</b>	208								
		<b>Total Project &amp; QC/QA Personnel Costs</b>	\$45,492.61								
		<b>Total Project &amp; QC/QA Direct Costs</b>	\$72,892.13								
		<b>Total Project &amp; QC/QA Costs</b>	\$118,384.74								
		Participation by Hours	208			119	26	63			
		Percent of Participation by Hours	100.00%			57.21%	12.50%	30.29%			
		Personnel Cost/Hour	\$218.71								

Direct Cost Estimate