



DATE: May 11, 2026

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

FROM: Timothy Hinkens, City Engineer

RE: **Award of Engineering Agreement: Rockford Complete Streets Revitalization Project (Construction Engineering)**

Rockford Complete Streets Revitalization Project			
Contract Details		Project Details	
Vendor	H.R. Green, Inc.	Design Engineering	<i>Phase 1 Engineering:</i> \$230,104.00 (CITY) (14.6%) \$204,200.00 (IDOT) (12.9%) <u>\$1,145,000.00 (BUILD) (72.5%)</u> \$1,579,304.00 (TOTAL) (Council Approved 11-14-2022)
		Construction Engineering	<i>Phase 2 Engineering:</i> \$233,109.00 (CITY) (14.6%) \$205,077.00 (IDOT) (12.9%) <u>\$1,155,200.00 (BUILD) (72.5%)</u> \$1,593,386.00 (TOTAL) (Council Approved 04-19-2024)
Contract Award Amount	\$1,761,096.00	Construction	\$3,828,779.76 (CITY) (21.2%) \$3,382,962.94 (IDOT) (18.7%) <u>\$10,880,781.40 (BUILD) (60.1%)</u> \$15,462,300.00 (TOTAL) (Estimated)

		Land Acquisition	<i>\$150,000.00 (CITY) (50%)</i> <u><i>\$150,000.00 (IDOT) (50%)</i></u> <i>\$300,000.00 (TOTAL)</i> <i>(Council Approved MOU 2/20/2024)</i>
Contract Duration	September 2026 – December 2028	Utility Relocation (please indicate if a Rider will be used)	TBD
		Demolition	TBD
Funding Source	CITY- MFT STATE- IDOT FEDERAL- BUILD Grant	Water Main Costs	TBD
		Misc/Contingency Costs	TBD
		Total Projected Project Cost	<i>\$4,699,115.78 (CITY)</i> <i>\$4,169,421.32 (IDOT)</i> <u><i>\$14,457,773.00 (BUILD)</i></u> <i>\$23,326,310.10 (TOTAL)</i>

NARRATIVE

The Illinois Department of Transportation (IDOT), the City of Rockford, Rockford Mass Transit District (RMTD), and Region 1 Planning Council (R1PC) partnered to receive a Better Utilizing Investments to Leverage Development (BUILD) Grant from the Federal Highway Administration (FHWA) for the Rockford Complete Streets Revitalization Project. IDOT is the lead agency on the project with the City managing engineering and construction.

The overall project will include the purchase of electric buses with downtown circulator and the installation of protected bicycle lanes, streetscape elements, intersection/roadway improvements, and public transportation technological advancements along the entire Chestnut Street/Walnut Street/1st Avenue corridor from West State Street to East State Street. These new facilities would allow for better and safer multimodal east/west accessibility throughout the City’s downtown and enhance the existing downtown sidewalk infrastructure.

With the design engineering complete and anticipated for a Fall 2026 construction letting, the attached construction engineering proposal was provided from H.R. Green to provide the following services:

- Construction Observation (2 resident engineers on-site 50 hrs/wk during construction)
- Measurements, Documentation, and Daily Reporting
- Lead regular progress meetings and coordinate work with all parties
- Project Closeout for final auditing

Based on the results of the City's Qualified Based Selection (QBS) policy, it is the recommendation of the Department of Public Works that the City enter into a Construction Engineering agreement with H.R. Green, Inc. This contract is a not-to-exceed amount of **\$1,761,096.00** to be reimbursed 72.5% with federal RAISE Grant funds and 12.9% with IDOT State funds. **The City's match for this agreement is \$257,123.02.**

A grant agreement is anticipated to follow in the upcoming months. The construction and construction engineering contracts shall not proceed until the grant agreement is approved by all parties.

This project is not specified but the City's matching funds are budgeted in the "Community Enhancement and Economic Development" chapter of the *FY 2026-2030 Capital Improvement Program*, approved 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 CONTRACT FOR ENGINEERING SERVICES FOR ROCKFORD COMPLETE
STREETS REVITALIZATION

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:

ROCKFORD COMPLETE STREETS REVITALIZATION

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

Vendor: H.R. GREEN
Contract Amount: \$1,761,096.00

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

MOTOR FUEL TAX
STATE FUNDS
FEDERAL FUNDS (BUILD GRANT)

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an amended agreement with H.R. GREEN of MCHENRY, IL for ROCKFORD COMPLETE STREETS REVITALIZATION for a total of \$1,761,096.00, subject to the specifications in the contract.

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

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

ATTEST:

Thomas P. McNamara, Mayor
City of Rockford, Illinois

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

Rockford, Illinois

Date: May 11, 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 H.R. GREEN of MCHENRY, IL for ROCKFORD COMPLETE STREETS REVITALIZATION, in the amount of \$1,761,096.00. The Legal Director shall prepare the appropriate resolution.

Kevin Frost (Chair)

Jonathan Logemann (Vice chair)

Frank Beach

Dawn Granath

Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Logemann:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made by and between the **CITY OF ROCKFORD** (hereinafter called CITY) and **HR Green, Inc**, located at 1391 Corporate Drive, Suite 203, McHenry, IL 60050, (hereinafter called CONSULTANT) is as follows:

Whereas, the CITY desires to contract for professional services for the Project known as **EB – US Business 20 Raise Project** further outlined in **EXHIBIT A**.

NOW, THEREFORE, it is hereby contracted and agreed:

1. This Agreement sets forth the entire final agreement between the CITY and the CONSULTANT and shall govern the respective duties and obligations of the parties.
2. The CONSULTANT's Obligations:
 - a. Perform all services, necessary for the completion of the above-described Project with the standard of care of design professionals in Illinois, defined as the same degree of care, skill, and diligence exercised in the performance of the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
 - b. At the option of the CITY, and if authorized in writing, the CONSULTANT shall furnish or obtain from others Additional Services upon mutually agreed terms and conditions and by means of a written addendum to **EXHIBIT A**. Work shall not proceed until written authorization from CITY is provided.
 - c. Upon the anticipation of a significant deviation from the estimated length of services the CONSULTANT shall provide, in writing, a mutually agreed upon amended length of service schedule by CONSULTANT and CITY.
3. The CITY's Obligation:
 - a. Place at CONSULTANT's disposal, all available information pertinent to the Project including previous reports and any other data relative to the scope of the Project, make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
 - b. Pay all costs and expenses incurred by the consultant for its account, including any such monies that the Consultant may advance for the City's account for purposes consistent with this Agreement.
 - c. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless otherwise specified.
 - d. Furnish title commitments for all necessary right-of-way or easements to be acquired, unless otherwise specified.
 - e. Designate, in writing, a person to act as CITY's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.
 - f. Report any deficiencies in the services to the CONSULTANT within 30 days of the CITY becoming aware of the deficiency after such services are performed and may require CONSULTANT to correct the performance of deficient services at no additional compensation, if said deficiency is in breach of the Standard of Care. If the CONSULTANT is unable to correct such deficiencies, the CITY may terminate the Agreement as provided below.

4. **Transfer of Agreement.** The CITY and CONSULTANT each binds 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.
5. **Payment for Services.** The CONSULTANT shall submit monthly statements for Basic and Additional Services rendered. The monthly statements will be based upon the fee schedule previously agreed by the parties. The CITY shall make payment as required under the Illinois Local Government Prompt Payment Act, 5 ILCS 505/1 *et seq.*, in response to the CONSULTANT monthly invoices.
6. **Legal Requirements.** CONSULTANT shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances.
7. **Retention of Records.** CONSULTANT must retain all records of work performed for a minimum of five (5) years.
8. **Estimate of Cost.** The CONSULTANT shall use standard care in preparing the estimate of cost for the Project. Any opinion of probable cost, budget estimate, cost estimate, or other cost evaluation provided by the CONSULTANT will be offered on the basis of experience and judgment.
9. **Document Property Rights.** Upon payment in full by the CITY, all documents or copies thereof including tracings, drawings, estimates, field notes, investigations, design analysis, studies, and specifications which are prepared in the performance of this Agreement are to be and remain the property of the CITY and are to be delivered to the Director of Public Works of the CITY before the final payment is made to the CONSULTANT. All drawings shall be provided in a format mutually acceptable to the CITY. The CONSULTANT shall endorse, by professional engineering seal, all plans, specifications, and engineering data furnished.
10. **Insurance Requirements.** Upon execution of the Agreement, and prior to CONSULTANT commencing any work or services with regard to the project, CONSULTANT shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance in amounts acceptable to the CITY. CONSULTANT shall provide the CITY with a Certificate of Insurance and Additional Insured Endorsement naming the CITY as Additional Insured thereunder. All coverage shall be placed with an insurance company reasonably acceptable to the CITY.
11. **Confidential Information.** Both the CITY and CONSULTANT will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of information designated in writing to be confidential. Both parties agree to hold the other party's confidential information in strict confidence.
12. **Indemnification and Limitation of Liability.** CITY and CONSULTANT each agree to indemnify and hold the other harmless, inclining their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.
13. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party, without cause, upon fifteen (15) days written notice. In the event of any termination, CONSULTANT will be paid for all services rendered to the date of receipt of written notice of termination.

14. **Force Majeure.** Neither the CITY nor CONSULTANT shall be considered in default of this Agreement or any work order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.
15. **Freedom of Information Act.** The CONSULTANT shall be knowledgeable of the Freedom of Information Act (FOIA), and shall conduct business and transmit documents and correspondence with special consideration.
16. **Provisions Severable.** The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.
17. **Governing Law and Choice of Venue.** The City and CONSULTANT agree that this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the courts of Illinois' 17th Judicial Circuit, Winnebago County, State of Illinois.
18. **Execution of Agreement.** This Agreement shall be in full force and effect only when it has been approved by the CITY according to all applicable ordinances and statutes, and when executed by its duly authorized officials.
19. **Conflict of Interest.** CONSULTANT affirms, by execution of this Agreement, he has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. CONSULTANT further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the CITY is directly or indirectly interested in the Agreement for any reason of personal gain.

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 16th day of December, 2025 by:

(Firm Name) HR Green, Inc

By: _____
(Signature)

Vice President
(Title)

ATTEST: (Seal)

President
(Title)

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

By: _____
(Mayor)

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

Location Map (Rockford Complete Streets Revitalization)

