



DATE: January 26, 2026

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

FROM: Ken Mattson, CIP Operations Manager

RE: **Award of Construction Engineering Agreement: Downtown Streetscape Improvements (Main Street: Jefferson Street to Park Avenue)**

Downtown Streetscape Improvements (Main Street: Jefferson Street to Park Avenue)			
Contract Details		Project Details	
Vendor	H.R. Green, Inc.	Design Engineering	<i>\$133,317.05 (Design Approved by Council on 11-21-2022)</i>
		Construction Engineering	\$104,734.00 (Current Proposal)
Contract Award Amount	\$104,734.00	Construction	\$721,475.00
		Land Acquisition	0
Contract Duration	July 31, 2026	Utility Relocation (please indicate if a Rider will be used)	0
		Demolition	0
Funding Source	1% Infrastructure Sales Tax	Water Main Costs	0
		Misc/Contingency Costs	TBD
		Total Projected Project Cost	\$959,526.05

NARRATIVE

As part of a larger CIP initiative, and in concurrence with the “Downtown Strategic Action Plan,” this block of Main Street is being proposed to be improved to the City’s downtown streetscape standard, consistent with previous streetscape projects- like Main Street from Mulberry Street to Jefferson Street for example.

This agreement is for the construction engineering of the replacement of sidewalk and replacement with streetscape elements along both sides of Main Street from Jefferson Street to Park Avenue. Design elements will include new sidewalk, brick patterned ribbon behind the curb, streetscape lighting, and other miscellaneous streetscape elements. Services include construction observation, documentation, weekly reporting, drawing review, payment review and processing, and other construction related engineering assistance for the project.

Based on their qualifications in electrical engineering, structural engineering, and landscape architecture it is the recommendation of the Department of Public Works that the City enter into an agreement with HR Green, Inc. This contract is a not-to-exceed amount of *104,734.00*.

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

If you have any questions, please contact Ken Mattson, CIP Operations Manager, at (779) 348-7486.

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

RESOLUTION AWARDING CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES FOR
DOWNTOWN STREETSCAPE IMPROVEMENTS (MAIN STREET: JEFFERSON STREET TO PARK
AVENUE)

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:

DOWNTOWN STREETSCAPE IMPROVEMENTS (MAIN STREET: JEFFERSON STREET TO PARK
AVENUE)

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, INC.
Amount: \$104,734.00

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

1% INFRASTRUCTURE SALES TAX

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with H.R. GREEN, INC. of MCHENRY, IL for DOWNTOWN STREETSCAPE IMPROVEMENTS (MAIN STREET: JEFFERSON STREET TO PARK AVENUE) in the amount of \$104,734.00, 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:

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

Thomas P. McNamara, Mayor
City of Rockford, Illinois

Rockford, Illinois

Date: January 26, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the agreement with H.R. GREEN, INC of MCHENRY, IL for DOWNTOWN STREETScape IMPROVEMENTS (MAIN STREET: JEFFERSON STREET TO PARK AVENUE), in the amount of \$104,734.00. 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 **Main Street Streetscape – Jefferson to Park** 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 16 day of December by:

(Firm Name) HR Green, Inc

By: Adam Borhart
(Signature)

Construction Engineer IV
(Title)

ATTEST:

(Seal) Judd DeWitt

Vice-President
(Title)

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

By: _____
(Mayor)

(Seal) Legal Director and Ex Officio
Keeper of Records and

(Date)

ATTEST: _____



PROFESSIONAL SERVICES AGREEMENT

For

**Main Street Streetscape – Jefferson Street to Park Avenue
Construction Engineering Services**

Timothy Hinkens, PE
City Engineer
City of Rockford
425 East State Street
Rockford, IL 61104-1068
779.348.7647

Todd Destree, P.E., CPESC
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
Project Number: 2503874

12/16/2025

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THIS **AGREEMENT** is between (City of Rockford) (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY will provide CLIENT with construction engineering services in accordance with the Scope of Services noted below.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon COMPANY providing the City with full time construction observation services from May 1, 2026 through August 7, 2025 . Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

A. Start Up

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

COMPANY will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure and document contract removal pay items prior to the contractor starting work.

COMPANY anticipates a Construction Technician will be onsite for approximately sixteen (16) hours to complete the above noted coordination and construction preparation. A total of sixteen (16) hours have been allotted to complete the project start up.

B. Construction Observation

COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and



specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates that a Construction Technician will be onsite approximately forty (40) hours per week for thirteen (13) weeks. Area Manager will provide the Construction Technician with eighteen (18) hours of technical guidance and assistance. A total of five hundred thirty-eight (538) hours have been allotted for daily field construction observation for this project.

C. Meetings

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor and subcontractors. A total of six (6) hours have been allotted for the Construction Area Manager and Construction Technician to attend the preconstruction meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT of Cary, the contractor, and subcontractors. COMPANY has allotted six (13) hours for the Senior Project Manager and administrative support for the project.

E. Project Close Out

COMPANY anticipates approximately twenty (20) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate and final change order.

Disclaimer

COMPANY shall not supervise, direct or have any control over the contractor's work.



COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

3.0 Deliverables and Schedules Included in this Agreement

Company will provide the Final Engineer's Payment Estimate and Request for Approval of Change in Plans, on the appropriate forms.

Company will complete and administer the project closeout with the City of Rockford.

Upon completion of project closeout, COMPANY will provide the project job box containing final records, field books, calculations testing reports and evidence of material inspection.

4.0 Services by Others

None.

5.0 Client Responsibilities

QA material testing.

6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

6.2 Invoices

Invoices for COMPANY'S services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.



6.3 Extra Services

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

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$104,734.00.

See attached Exhibit A for man-hours, payroll and contract cost.

7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY 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 COMPANY to suspend services, the COMPANY shall



resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

7.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

7.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market



conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 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 COMPANY 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. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by



the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.



7.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants 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 COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'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.

7.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

7.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

7.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Adam Borhart
Adam Borhart, P.E.

Approved by: Todd Destree

Printed/Typed Name: Todd Destree, PE, CPESC

Title: Vice President Date: 12/16/2025

City of Rockford

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



Local Public Agency	County	Section Number
Rockford	Winnebago	
Consultant / Subconsultant Name		Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Meetings			Administration			Project Close Out			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Administrative Office Manag	41.52	0.0																		
Area Manager	88.85	36.0	6.07%	5.39			18	3.35%	2.97	5	83.33%	74.04	13	100.00%	86.85					
Construction Engineer I	37.84	0.0																		
Construction Engineer II	45.75	0.0																		
Construction Engineer III	49.91	557.0	93.93%	46.88	16	100.00%	520	96.65%	48.24	1	16.67%	8.32				20	100.00%	49.91		
Construction Engineer IV	73.48	0.0																		
Construction Technician I	33.31	0.0																		
Construction Technician II	39.08	0.0																		
Construction Technician III	51.11	0.0																		
Construction Technician IV	63.91	0.0																		
Staff Land Surveyor III	56.15	0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
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		0.0																		
		0.0																		
TOTALS		593.0	100%	\$52.27	16.0	100.00%	538.0	100%	\$51.21	6.0	100%	\$82.36	13.0	100%	\$88.85	20.0	100%	\$49.91		\$49.91

SHEET 1 OF 1

Location Map

Downtown Streetscape - Main Street

