



City of East Moline
Committee of the Whole

City Council Chambers
915 16th Avenue • East Moline, IL 61244

DATE: April 6th, 2026

TIME: Immediately Following the Regular Council Meeting

1	Construction Engineering Assistance	Vorva
2	Oaklawn Sidewalk Extension – Plans, Specs, Bidding	Kammler
3	Utility Improvements (22 nd , 29 th , 30 th , 31 st Avenues) Plans, Specs, Bid	Vorva





COMMITTEE OF THE WHOLE

Agenda Item Construction Engineering Assistance 2026

Prepared by: Brian Vorva, Assistant Director of Engineering

Meeting Date April 6, 2026 Agenda Item # 1

Type of Action (Ordinance, Resolution, Receive & File, Amendment) Resolution

Council Date for Action April 20, 2026

DESCRIPTION

There will be a number of significant capital improvement projects under construction at the same time which requires additional manpower to assist our in-house Construction Manager and Construction Inspector. This is anticipated each year during peak times of construction; the cost for these services is included in the FY2026 Budget and CIP.

The Engineering Department has obtained a professional services contract from Klingner & Associates to provide a construction engineer to assist on various projects, as needed. The proposal is time & material with an estimated fee based upon 22 weeks, full-time. Depending on the timing of construction projects the schedule is intended to be from 05/11/26 - 10/12/26. The final cost will be dependent upon manhours needed, but the fee has a maximum not-to-exceed as outlined below. A routine scope of services is shown in the attached copy of the proposal document.

The primary project to which this supplemental inspector will be assigned is the Ravine "B" Sewer Access construction. The secondary projects to which this supplemental inspector will be assigned are (1) Sugar Creek & Butterworth Lagoon Dredging and (2) Lead Service Line Replacement Phase 1 and 2.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
200-036-52925.91	Ravine B Construction Inspection	Sewer Utility	\$125,000	\$125,000	\$97,000
TOTALS					\$97,000

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION Approve contract for construction engineering services

RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							

PROPOSAL FOR: City of East Moline
PROJECT: Various/Various Construction Inspection 2026
DATE: February 24, 2026

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of East Moline (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for Construction Inspection of Various Locations for the 2026 construction season.

II. SCOPE OF SERVICES

An inspector and/or other technical personnel as requested to perform the following work:

(The number of such inspectors required shall be subject to the approval of the City of East Moline.)

- Continuous observation of the work and the contractor’s operations for compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the contractor.
- Maintain a daily record of the contractor’s activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- Documentation of all Contract Quantities as required to process pay estimates.
- Collection of all materials certifications required to ensure conformity with project specifications.
- Preparation and submission to the City of East Moline in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the City of East Moline.
- PCC Material Testing and Strength Testing per IDOT requirements.
- Estimated for the 2026 construction season full time at 22 Weeks

Information to be Provided to Klingner & Associates, P.C. by Others:

1. Input from Client.

IV. COMPENSATION

Based on Klingner & Associates understanding of the scope, schedule, and complexities of this project, we offer the following proposed estimated fees. All costs will be billed on a Time and Material basis, with compensation below not to be exceeded without prior authorization from the city.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Estimate
Various/Various Construction Inspection	\$97,000

V. REIMBURSABLE EXPENSES

Reimbursable expenses as listed on the attached Reimbursable Expense Itemization sheet will be billed. Vehicle use will be billed at the standard \$90/day IDOT rate.

VI. APPROVAL

All work will be performed in accordance with the Klingner & Associates, P.C.'s General Terms and Conditions attached or as mutually modified. The return of a signed copy of this Agreement to Klingner will signify acceptance of this proposal and initiation of our services.



February 24, 2026

Luke D. Miller, PLS
Klingner & Associates, P.C.
Davenport, IA

City of East Moline

Date

GENERAL TERMS AND CONDITIONS

THE AGREEMENT AND DEFINITIONS: These General Terms and Conditions (“T&Cs”) are part of and fully incorporated into the attached services agreement, letter, or proposal (“Proposal”), with the Proposal and these General Terms and Conditions comprising the agreement (“Agreement”) between the division/entity of Klingner & Associates, P.C. (“Consultant”) and the client identified in the Proposal (“Client”) under which Consultant will provide certain engineering, architectural, surveying, environmental or construction phase services (“Services”) to Client in exchange for payment from Client in accordance with the terms of the Agreement. Consultant and Client shall be referred to as the “Parties.” To the extent these T&Cs are used as an exhibit, attachment, or addendum to a contract presented by Client, then the specific terms of these T&Cs shall supersede, prevail, and be given precedent over any conflicting, otherwise inconsistent, and/or general terms, conditions, and provisions of any other contract executed by the Parties. Any construction, design, or engineering contractors, consultants, or other agents directly retained or paid by Client shall be referred to as “Client’s Contractors” or “Contractors,” and shall include Contractor’s subcontractors. The project for which Consultant is providing its Services shall be referred to as the “Project.”

ACCEPTANCE: Client is deemed to have accepted these T&Cs and terms of the Agreement, even without execution of any Agreement or these T&Cs, if Consultant submits a copy of the Proposal, Agreement or T&Cs to Client and thereafter Client directs the Consultant to proceed with its Services or if Client otherwise receives the benefit of Consultant’s Services or submits any payment to Consultant for its Services.

SCOPE OF SERVICES: Consultant’s Services are limited to those expressly and specifically listed in the Agreement, and do not include any service not expressly set forth or listed in the Agreement. Among other things, unless expressly set forth in the Agreement, the Services do not include any special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The Consultant assumes no responsibility to perform or provide any services not specifically listed.

SCOPE OF SERVICES – ADDITIONAL TERMS: Below are additional terms and conditions regarding Consultant’s Services.

OPINIONS OF PROBABLE COST: In the event Consultant’s Services include providing opinions of probable cost or estimate costs, Client agrees that Consultant has no control over the cost of labor or materials furnished by others, any Contractor’s methods of determining prices, competitive bidding, or market conditions, and, as such, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant’s cost estimates and, further, Consultant makes no warranties, expressed or implied, as to the accuracy of any and all cost estimates or opinions.

CONSTRUCTION ADMINISTRATION SERVICES: In the event Consultant’s Services include Consultant visiting the Project site at agreed upon intervals or otherwise includes any type of construction administration services, Client agrees that in no case shall Consultant be required to make detailed, regular, exhaustive, or continuous on-site inspections to check the quality or quantity of any Contractor’s work, and in no event shall Consultant have any duty, responsibility, or liability for the quality or quantity of work, or lack thereof, performed by any of Contractors.

SUBMITTAL REVIEW SERVICES: In the event Consultant’s Services include Consultant reviewing and/or approving Contractors’ submittals, such as shop drawings, data, samples, product samples, and other information, then Client expressly agrees that Consultant’s reviews and approvals of such information shall be only for the limited purpose of checking for conformance with the design concepts and information expressly set forth within the contract documents for the Project. Among other things, Consultant’s reviews and approvals do not include a review of the accuracy or completeness of the specifics of all information provided by those Contractors, including quantities, dimensions, weights or gauges, construction means and methods, fabrication processes, or other processes, all of which are the sole responsibility of Contractor. Further, Consultant has no responsibility or liability whatsoever for any deviations from the Project contract documents not brought to the attention of Consultant in writing or for Consultant’s review of partial submissions or submission of items for which correlated item submissions have not been received by Consultant.

DESIGN PHASE SERVICES ONLY: Unless Consultant’s Services expressly and specifically include project observation or construction administration within its scope of Services, or if Client, via itself or any of Client’s Contractors, provides construction observation or review services, then Consultant’s Services under this Agreement are *design phase services only*, are deemed *not* to include any construction document review services or other construction administration or construction phase services, and are deemed to be completed upon Consultant’s completion and submittal of the deliverables or contracted for Instrument(s) of Service (defined later herein), and Client otherwise assumes all responsibility for, and releases Consultant from all claims relating to, the application or interpretation of any of the contract documents, the review of submittals, all construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant’s Services.

CONSTRUCTION MATERIAL TESTING SERVICES ONLY: If Consultant’s Services consist of only construction material testing services, then Consultant’s Services under this Agreement are deemed to be completed upon Consultant’s submittal of the relevant material testing reports or other Instrument(s) of Service, Consultant has no responsibility or duty to perform any type of testing other than on the materials expressly noted in the Proposal or Agreement, Consultant has no responsibility or duty to perform any type of construction document review services or other construction administration or construction phase services, and Client assumes all responsibility for, and releases Consultant from all claims relating to the, design and engineering of the Project, the application or interpretation of any of the contract documents, the review of submittals, construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant’s Services.

STANDARD OF CARE: Services performed by Consultant will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. No other representations, warranties, or guarantees, expressed or implied, are included or intended in this Agreement or in any report, opinion, or document prepared by Consultant.

SUBCONSULTANTS: Consultant may retain any consultants/subconsultants that Consultant deems reasonable or necessary to assist in the performance of its Services. Neither Consultant nor any of Consultant’s consultants/subconsultants are a fiduciary of, or otherwise has any fiduciary duties to, Client, Client’s Contractors, or any other party.

COMPENSATION: Client shall pay Consultant for its Services on one of the bases described below and as identified in the Agreement (“Fees and Expenses”).

The “Lump Sum” method means that Client will pay the stipulated Fees and Expenses as compensation for Consultant’s Services. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. “Reimbursable Expenses,” as defined below, may be in addition to the Lump Sum as indicated in the Agreement. Upon reaching eighty percent (80%) of the Lump Sum amount, Consultant may notify Client if the Lump Sum should be adjusted for completion of the Services. Client and Consultant shall mutually agree to adjustment of Lump Sum amount.

The “Standard Hourly Rate” method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times Consultant’s current standard hourly rates (which are revised annually on July 1st) for each applicable billing classification for all Services performed on the Project, plus Reimbursable Expenses.

The “Payroll Cost Times Multiplier” method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee’s “Payroll Cost.” The Payroll Cost is defined as the salary and wage of an employee plus the cost of customary overhead plus profit.

While Consultant may provide an estimated range of the Fees and Expenses on a Standard Hourly Rate Project or Payroll Cost Times Multiplier Project, it is *an estimate only*, and Consultant makes no guarantees whatsoever regarding what the final Fees and Expenses will be for all of Consultant’s rendered Services to Client.

"Reimbursable Expenses" means the actual costs and expenses incurred directly or indirectly by Consultant in connection with the Services, including but not limited to, authorized out-of-town travel, including mileage at the IRS-approved rate and reasonable lodging and meal expenses; permitting, plan approval, and fees required by authorities having jurisdiction over the Project; printing, reproductions, plotting, and copying existing drawings, plans, specifications, and documents, as well as Instruments of Service prepared by Consultant; renderings, physical models, mock-ups, professional photography, and presentation materials requested by Client or required for the Project; postage, shipping, handling, and delivery; expense of overtime work requiring higher than regular rates, if authorized in advance by Client; equipment and supplies; all taxes levied on professional services and on reimbursable expenses; computer time; any consultants/subconsultants retained by Consultant for the Project; and other similar Project-related expenditures by Consultant. Reimbursable Expenses in the form of charges from consultants/subconsultants retained by Consultant for the Project shall be accompanied by a fifteen percent (15%) mark-up.

LUMP SUM PROJECTS - ADDITIONAL SERVICES: This provision applies to all Agreements under which Client pays Consultant on a Lump Sum basis. After execution of the Agreement and without invalidating the Agreement, Consultant may provide "Additional Services" that are outside of the scope of Services originally defined under the Proposal or Agreement. For Additional Services, except for those services required solely due to the fault of Consultant, Client shall pay Consultant in accordance with the Standard Hourly Rate above incurred by Consultant in connection with providing the Additional Services. In addition, an equitable adjustment in any schedule for Consultant's Services shall be made corresponding to the Additional Services. Generally, Additional Services will not be performed unless prior authorization is received from Client, Client otherwise directs Consultant to perform the Additional Services, or otherwise pursuant to the terms of this Agreement, provided however, the Parties recognize the need for Consultant to perform the following Additional Services should the following situations arise, without the need for Consultant requesting or obtaining prior authorization from Client:

- (a) Services necessitated by a material change in (i) the initial information provided by Client, (ii) previous instructions or approvals given by Client, (iii) the Project, including but not limited to, the size, quality, complexity, Client's schedule, or Client's budget, or (iv) materials or equipment due to an acceptance of substitute materials or equipment other than "or equal" items made by Client or Client's Contractors.
- (b) Services by Consultant due to (i) the presence of any Hazardous Environmental Condition (as defined below), (ii) emergencies or acts of god, (iii) damage to the Project site caused by fire or other causes, (iv) Consultant's review of actual or potential defective or delayed work by one or more Contractors, (v) acceleration of the progress schedule involving services beyond normal working hours, (vi) Client changes to Project design criteria after approval of previous phase(s) of the design process; or (vii) default by any Contractor.
- (c) Services in connection with construction change directives and change orders to reflect changes requested by Client or Client's Contractors.
- (d) Evaluating unreasonable, frivolous, and/or an excessive number of requests for interpretation or information (RFIs), change proposals, or other demands from a Contractor or others in connection with the Project.
- (e) Services necessitated by evaluating equipment performance not caused by Consultant's design services.
- (f) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared work products;
- (g) Revising previously prepared work products necessitated by official interpretations of applicable codes, laws or regulations that are either (i) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (ii) contrary to requirements of the Instruments of Service when they were prepared in accordance with the applicable standard of care.
- (h) Services necessitated by decisions of Client not rendered in a timely manner or a failure of performance on the part of Client or Client's Contractors.
- (i) Reviewing shop drawings, product data items, samples, and submittals more than two times and as a result of inadequate submissions.
- (j) Services after the award of the construction contract(s) for the Project in evaluating and determining the acceptability of a Contractor's proposed "or equal" item or substitution that is found to be inappropriate, as well as services regarding the evaluation and determination of an excessive number of proposed "or equal" items or substitutions, whether proposed before or after award of the construction contract(s) for the Project.
- (k) Evaluation of the qualifications of entities providing bids or proposals.
- (l) Services resulting from material delays, changes, or price increases occurring as a direct or indirect result of materials, or equipment shortages.
- (m) Services in connection with any partial utilization of the Project by the Client or any owner prior to substantial completion of the Project.
- (n) Preparation of design and documentation for alternate bid or proposal requests proposed by Client.
- (o) Preparation for, and attendance at, a public presentation, meeting or hearing, unless such services are expressly set forth within this Agreement.
- (p) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Consultant is a party thereto.

In addition, if the Services covered by this Agreement have not been completed within the "Time of Completion" as defined below, through no fault of Consultant, an extension of Consultant's Services beyond that time shall be compensated as Additional Services.

PAYMENT: Consultant may invoice the Fees and Expenses on a monthly or any other periodic basis, based on the proportion of the Services completed and expenses incurred at the time of invoicing. Payment is due in fifteen (15) days. Interest is charged at one percent (1%) per month on invoices unpaid over thirty (30) days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, if Client fails to make payment on invoices unpaid for thirty (30) days and Consultant incurs any costs to collect overdue sums from Client, if allowed by applicable laws, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, if allowed by applicable laws, without limitation, reasonable attorney fees, collection agency fees and expenses, court costs, appeal costs, judgment execution and collection costs, and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. No deductions shall be made from Consultant's Compensation including to impose penalty or liquidated damages on Consultant, or to offset sums requested by or paid to any Contractor(s) or for costs of changes in the Contractor's services, unless Consultant is adjudged to be liable for those amounts in a binding dispute resolution process. Client's making of its final payment of the Compensation to Consultant shall constitute Client's acceptance of Consultant's Services as in compliance with this Agreement and a waiver of all claims against Consultant that are known by Client or should have been known by Client as of the date of the final payment.

DIFFERING OR CHANGED CONDITIONS: This Agreement is expressly based on the conditions of the Project, Project site, and Project structures that are actually known by and disclosed to Consultant. If other conditions not originally known and disclosed become known by or disclosed to Consultant, or such conditions otherwise change, Consultant may elect to require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service) and/or all services performed by Consultant because of the new or differing conditions shall be deemed to be and billed to Client as Additional Services.

REDESIGN OBLIGATION: In the event the bids or negotiated cost of the construction work exceed the Client's budget for construction, upon notice from the Client, the Consultant agrees to modify, on an Additional Services basis, the construction contract documents or those portions of the documents where bids exceeded the Client's budget.

CHANGES AND ADDED VALUE: The Client recognizes that although the Consultant will perform its Services under this Agreement in a manner consistent with the applicable standard of care, the Consultant's instruments of service may contain ambiguities, conflicts, errors, omissions and/or other imperfections. The Client recognizes and expects that certain increased costs and changes may be required because of these imperfections in the Consultant's instruments of service and, therefore, that the final construction cost of the Project may exceed the estimated construction costs or bid amount. Accordingly, the Client agrees to set aside a reserve in the amount of ten percent (10%) of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees not to make any claim directly or indirectly against the Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the increased costs and changes unless the total of such increased costs and changes exceeds fifteen percent (15%) of the final construction cost of the Project, and then only for an amount in excess of such percentage. Any responsibility of the Consultant for the increased costs and changes in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this provision, the increased costs and changes will not include any costs that the Client would have incurred if the Consultant's instruments of service had not originally contained such conflicts, errors, omissions and other imperfections. In no event will the Consultant be responsible for costs or expenses that provide betterment or upgrades to the Project or enhances the value of the Project.

INFORMATION PROVIDED BY OTHERS: Client shall furnish and grant permission to use, at Client's expense, all information, requirements, reports, data, surveys and instructions set forth in the Agreement or otherwise related to the Services. 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 without independent verifications or investigation. Client shall give prompt written notice to Consultant whenever Client observes, or otherwise becomes aware of, any development or new or changed information that affects the scope or time of performance of Consultant's Services. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's Contractors.

INSTRUMENTS OF SERVICE – OWNERSHIP AND USE: All documents, reports, plans, drawings, models, and other tangible work products or deliverables prepared or furnished by Consultant pursuant to this Agreement are instruments of service ("Instruments of Service"), and Consultant shall retain all ownership and property interest therein. Client shall have a limited license to use the Instruments of Service on the Project, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the Instruments of Service and subject to the following limitations: (a) Client acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Project unless fully prepared and completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written authorization by Consultant; (b) any such use or reuse, or any modification of the Instruments of Service, without written authorization and adaptation by Consultant, shall be at Client's sole risk; (c) Client fully releases Consultant from liability for, and shall indemnify, defend and hold harmless Consultant from and against, all claims, damages, losses, and expenses, including attorney fees, expert costs, and other costs, arising out of or resulting from, any use, reuse, or modification of the Instruments of Service without written verification, adaptation, and completion by Consultant; and (d) Client acknowledges and agrees that its limited license shall not create any rights in third parties. Finally, in the event Consultant, in its sole discretion, allows for some type of transfer of the ownership in an Instrument of Service to Client, then Client must agree to the terms of Consultant's proposed assignment document and, in all cases, the only ownership or other interest transferred is in the one version of the tangible work product, itself, but not any underlying intellectual property rights in the Instruments of Service.

3-D COMPUTER MODELS: If Consultant prepares 3-D computer models ("3-D Models"), the 3-D Models are solely intended for production of 2-D documents in PDF format for Client and not intended to be used for any other purpose than as a design tool for Consultant during the design, construction and documentation phases. Information and metadata in the model shall not be relied upon unless explicitly stated by Consultant. The digital models will not be made available to contractors or subcontractors during bidding or construction, unless explicitly included in the Agreement and only through a Consultant end user license agreement (EULA). If Client wishes Consultant to create a 3-D Model with a higher level of development than Consultant's normal level, then Consultant reserves the right to request additional time and compensation to do so. In all cases, Consultant shall not be held responsible for any errors or claims arising from Client or Contractor's use of 3-D Models.

DEFECTS IN SERVICE: Client shall immediately report to Consultant any defects or suspected defects in Consultant's Services of which Client becomes or should have become aware and allow Consultant to take measures to minimize the consequences of such defect. Client shall impose a similar notification requirement on Contractors and shall require all subcontracts at any level to contain a like requirement. Failure by Client or Client's Contractors to notify Consultant shall relieve Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had timely notification been given.

PRODUCTS, EQUIPMENT AND MATERIALS: Client agrees that if any product, equipment or material specified for the Project by the Consultant shall at any future date be suspected or discovered to be defective, not meet the manufacturer's representation, or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

TIME OF COMPLETION: Unless a period of time or date of completion for Consultant's Services is expressly provided in the Agreement, the Parties have not agreed to any time period for Consultant's completion of its Services, and, instead, Consultant shall complete its Services within a reasonable period of time. Consultant shall incur no liability, and shall have no portion of the Compensation withheld, due to delay for any reason. In addition, if any delay, for any reason, increases the cost or time required by Consultant to perform its Services, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, Consultant does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Consultant of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Consultant will notify the Client. Consultant may without liability or reduction or delay of compensation due, suspend Services on the affected portion of the Project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Consultant shall not be considered an "arranger", "operator", "generator", "transporter," "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions. Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages associated in any way with the discovery of Hazardous Environmental Condition.

AUTHORITY AND RESPONSIBILITY: Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work. Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, progress of work, or procedures of construction selected or used by any Contractor, for the safety precautions and programs incident thereto, for security or safety at the Project site, or for any failure of a Contractor to comply with the applicable laws and regulations. Consultant shall not be responsible whatsoever for the acts or omissions (including but not limited to, any alleged breach of contract, tort, or other liability) of any Contractor, and, likewise, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform its work. Consultant shall not be responsible for any decision made regarding a Contractor's construction contract requirements, or any application, interpretation, or modification of the construction documents other than those made by Consultant.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to Client of employing a "fast track" process (in which some of Consultant's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the Consultant which Client accepts, Client waives all claims against Consultant for design changes and modification of portions of the services already constructed due to Client's decision to employ a fast track process. Client further agrees to compensate Consultant for all Additional Services required to modify, correct, or adjust the construction documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for Consultant's right to enter property owned by Client or others in order for Consultant to perform its Services for this Project. Client understands that use of testing or other equipment may unavoidably cause damage, the correction of which is not the responsibility of Consultant.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Consultant and to indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, injuries, or loss, arising from Consultant or other persons encountering utilities or other manmade objects that were not called to Consultant's attention or that were not properly located on the plans furnished to Consultant. Client further agrees to compensate Consultant for any time or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's standard hourly per diem fee schedule and expense reimbursement policy.

PUBLICITY: Unless otherwise expressly stated in the Agreement, Consultant shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

EXCUSABLE EVENTS: Consultant shall not be responsible for any of the following events or any other events beyond the reasonable control of Consultant: (a) changes in the information, instructions, or approvals provided by Client; (b) material changes in the Project, including but not limited to, the size, quality, complexity, Client's schedule, Client's budget for the Project, or the procurement or delivery method; (c) changes in the applicable codes, laws or regulations thereby necessitating Consultant's revision of any previously prepared Instruments of Service; (d) official interpretations of applicable codes, laws or regulations that are either contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; (e) decisions by Client not rendered in a timely manner or any other failure of performance on the part of Client or Client's Contractors; (f) the presence or encounter of any hazardous or toxic materials on the Project; and (g) weather conditions, work slowdown or stoppage, or acts of God (collectively, an "Excusable Event"). When an Excusable Event occurs, Consultant shall have no liability or responsibility for any damages incurred by Client, shall not be deemed to be in breach of this Agreement, and shall be entitled to an equitable adjustment in any schedule for Consultant's Services and to compensation for any Services performed due to such Excusable Event, which shall be deemed to be Additional Services paid on an hourly basis.

WAIVER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant be liable or responsible, in contract, tort or otherwise, for (a) any special, consequential, incidental, or liquidated damages, including but not limited to, loss of profit or revenues; loss of use of any facility, building, products, machinery, or equipment; damage to associated equipment; cost of substitute products, facilities, services or replacement power; down time costs, or claims of any buyer of Client for such damages; (b) damages for which the requested repair would amount to economic waste or a betterment; or (c) loss or damage due, in whole or part, to the actions of the Client, ordinary wear and tear, and/or lack of Client maintenance.

LIMITATION OF LIABILITY: Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, including its officers, owners, employees, and agents, to Client, or any person or entity claiming by or through Client, for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Services or Agreement, for any cause or causes including, but not limited to Consultant's active and passive negligence, professional errors or omissions, implied or express warranty obligations, strict liability, omissions, acts, or breaches of contract, shall not exceed the total Compensation or \$100,000, whichever is less. This limitation of liability shall apply to Client's claims for damages, as well as Client's claims for contribution and indemnity with respect to third party claims. In the event the Client requires a higher limitation of liability, upon written notice from the Client, Consultant and Client shall agree to and Client shall pay an additional fee within five (5) calendar days after the Agreement is fully executed.

INDEMNIFICATION: Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages (hereinafter referred to together as "Claims"), to the extent the Claims are caused by the negligent or intentional/willful action or inaction/omission, any contractual breach, or any other violation of law by Client or Client's employees, independent Contractors, or other persons/entities for whose acts Client is responsible. Client's obligations under this and other indemnification provisions in this Agreement shall survive termination and expiration of this Agreement; shall extend to Claims occurring after this Agreement; shall continue until the Claim is finally adjudicated; shall not be limited by any insurance required hereunder; and shall not negate, abridge or reduce any other rights of the persons and entities described herein with respect to indemnity.

CONTRACTOR INSURANCE: Client agrees, in any construction contracts for the Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance, Automobile Liability Insurance and appropriate limits of Commercial General Liability Insurance ("CGL") and to require all contractors to have their CGL policies endorsed to name Client and Consultant as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to ensure the hold harmless and indemnity obligations assumed by Contractors. Client shall require all Contractors defend, indemnify and hold harmless Client and Consultant from and against any claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Project, including all claims by employees of the Contractors.

WAIVER OF SUBROGATION: To the extent damages are covered by any builder's risk policy, property insurance, or any insurance policy possessed by Client or Client's Contractors during or after the Project, Client shall waive all subrogation and other rights against Consultant and its retained consultants and agents for such damages, except such rights as they may have to the proceeds of such insurance.

TERMINATION: This Agreement may be terminated by either Party for cause on at least seven (7) days prior written notice of breach and opportunity to cure. Consultant may terminate for convenience and without cause. If terminated by either Party (with or without cause), Client agrees to pay for all Services performed and Reimbursable Expenses incurred to and including the date of termination. In addition, in the event Consultant terminates for cause, then Consultant shall also be paid its termination expenses, which shall include but are not limited to, expenses reasonably incurred by Consultant in connection with the termination of the Agreement or Services, including but not limited to, termination of Consultant's consultants/subconsultants and other persons retained by Consultant on the Project, demobilization costs if any, closing out Project records, reassignment of personnel, and other expenses directly resulting from the termination. If Client wishes to suspend services, Client must provide (7) days written notice, at which time Consultant may terminate or provide an increased or different Compensation to later resume Services to Client.

DISPUTE RESOLUTION: If a dispute or claim arises relating to the Services, Agreement, or Parties, the Parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, then a Party shall participate in nonbinding mediation if requested in writing by the other Party. Unless the Parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall be in the location of the Project. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration in the location of the Project. Unless the Parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, Consultant, in its sole discretion, may bring its claim(s), including third-party claims, against Client in the district court in the location of the Project, with a judge, and not a jury, presiding over such claim. **THUS, IN ALL CIRCUMSTANCES, BOTH PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR ANY TRANSACTION CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** In the event of any litigation, arbitration, mitigation, or other proceeding arising out of or relating to the Services or Agreement or otherwise involving the Parties, Consultant shall be entitled to recover its reasonable attorney's fees, expert and consultant fees, judgment execution fees and costs, appeal fees and costs, and all other costs from Client when Consultant is the prevailing party.

MISCELLANEOUS PROVISIONS: (1) If any provision of the Agreement is declared illegal or unenforceable and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. (2) The Agreement may not be assigned by any Party without written authorization. (3) The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, heirs, successors, and assigns. (4) Nothing contained in the Agreement shall create a contractual relationship with, create a cause of action in favor of, or otherwise benefit, any third party. Instead, Consultant's Services under the Agreement are being performed solely for Client's benefit, and, therefore, no other entity shall have any claim against Consultant because of the Agreement. (5) Each Party has, or had the opportunity to retain, counsel and entered into the Agreement knowingly and voluntarily after having been fully advised of its rights under the Agreement or after having had the opportunity to be fully advised. Further, each Party played a substantive role in drafting the Agreement or had an equal opportunity to do so. Accordingly, in the event of any misunderstanding, ambiguity, or dispute concerning the Agreement's provisions, or interpretation, the Parties agree that no rule of construction shall be applied that would result in having the Agreement interpreted against any Party. (6) This Agreement contains the entire agreement between the Parties regarding the Project, and this Agreement is intended to be an integration of all prior negotiations. Accordingly, this Agreement overrides any claimed prior agreement or representation, and Consultant shall not be bound by any terms, statements, warranties, or representations not contained herein. Further, no modifications of this Agreement shall be valid unless made pursuant to the terms herein and in writing and signed by the Party against whom it is sought to be enforced, or unless otherwise made pursuant to the terms herein. (7) A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



COMMITTEE OF THE WHOLE

Agenda Item Oaklawn Sidewalk Extension - Plans, Specs, Bidding
Prepared by: Tim Kammler, Director of Engineering
Meeting Date April 6, 2026 Agenda Item # 2
Type of Action (Ordinance, Resolution, Receive & File, Amendment) Resolution
Council Date for Action April 20, 2026

DESCRIPTION

Per the 2026 CIP, A proposal has been obtained from Hutchison Engineering Inc. and is attached for review and consideration. This section of sidewalk would extend a safe pedestrian thoroughfare from Wells School on 5th St to the existing sidewalk along 7th St. Details of the scope of work to be performed include survey, engineering, and plan preparation to solicit bids for a new sidewalk and driveway approaches.

It is anticipated the design, bidding and construction for the sidewalk would take place during the current calendar year.

Staff is requesting approval for design services for this project. Construction would be funded with Non-Home Rule Sales Tax; project budget is \$295,000.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
025-000-52445.20	Construction	NHR Sales Tax	\$295,000	\$295,000	\$28,030
					(Engineering Only)
TOTALS					\$28,030

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION Approval of Survey and Design of Plans & Specs for Bidding

RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							



7th Street

Avenue of the Cities

Proposed Sidewalk (5th St - 7th St)

Oaklawn Avenue

5th Street

7th Street

**Oaklawn Sidewalk FY'26
Project Location Map**



March 25, 2026

Brian Vorva
Assistant City Engineer
1200 13th St.
East Moline, IL 61244

Re: Engineering Services for Oaklawn Sidewalk Design Phase II

Dear Mr. Vorva:

As requested, we are pleased to submit this Agreement for Professional Services to assist you with engineering design services for the sidewalk improvements along Oaklawn between Wells School and 7th Street.

Based on our discussions with you and your construction manager, this proposal assumes the sidewalk will be located on the south side of Oaklawn Avenue. As discussed, this alignment navigates fewer driveway crossings, has improved topographic conditions, and provides a safer route for students exiting the school property, all of which contribute to reduced construction complexity and cost.

Included with this Agreement is a Scope of Services outlining the tasks necessary to produce plans, specifications, and cost estimates suitable for competitive bidding during the construction phase. Hours worked will be invoiced in accordance with the attached Schedule of Hourly Charges. If requested services expand beyond the items identified in the attached Scope of Services, additional compensation will be added by supplement to the current Agreement.

If you are in agreement with the proposed Not-to-Exceed price, please sign the Agreement for Professional Services and return it to me.

If you have any questions, please contact me at (563) 650-7452 or jschulte@hutchisoneng.com. We look forward to working with you on this project and continuing our relationship with the City of East Moline.

Very truly yours,

Hutchison Engineering Inc.

JD Schulte
Director of Operations, Quad Cities Region

Attach.

Jacksonville
1801 W Lafayette Ave
Jacksonville, IL 62651
(217) 245-7164

Shorewood
605 Rollingwood Dr
Shorewood, IL 60404
(815) 733-6295

Peoria
8305 N Allen Rd,
Suite 4
Peoria, IL 61615
(309) 691-1366

Quad Cities
1701 River Dr,
Suite 110
Moline, IL 61265
(309) 517-3899

Carbondale
1335 North Cedar Court
Carbondale, IL 62901
(618) 457-2188

Hannibal
8965 Highway 36,
Suite 5
Hannibal, MO 63401
(573) 240-9577

Beloit
690 Third St,
Suite 230
Beloit, WI 53511
(608) 368-8025



Agreement for Professional Services

This AGREEMENT is entered into on April 20, 2026 between the City of East Moline Illinois (“OWNER”) and HUTCHISON ENGINEERING, INC., 1801 W. Lafayette Ave. P.O.. Box 820., Jacksonville, IL 62651 (“CONSULTANT”) AND COLLECTIVELY KNOWN AS THE PARTY OR PARTIES for the professional services outlined in the attached Exhibit A (“SERVICES”).

The SERVICES provided pursuant to this AGREEMENT are limited exclusively to the following PROJECT and are to be completed with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality:

The PROJECT shall be defined as: **East Moline Oaklawn Sidewalk Design per Exhibit A, Scope of Services**

The OWNER and CONSULTANT agree that the SERVICES herein described are subject to the following terms and conditions:

1. BILLING AND PAYMENT

The CONSULTANT agrees to perform the SERVICES in accordance with the generally accepted standard of care on an hourly basis in accordance with the attached SCHEDULE OF HOURLY CHARGES in effect at the time the services are performed, unless otherwise provided herein. The cost for the noted services will be up to **Twenty-Eight Thousand and Thirty Dollars (\$28,030.00)**.

The OWNER will be billed at an interval of no less than 30 days or as outlined below for milestone submittals:

Invoices are due/payable upon receipt, and will be deemed past due if not paid in full within fifteen (15) calendar days of receipt of the invoice regardless of any funding reimbursement agreements the OWNER may have with outside agencies.

Invoices not paid within thirty (30) days from the date of the invoice will be considered delinquent and shall bear interest at the rate of 12% per annum from the date of invoice until fully paid and OWNER shall be liable to CONSULTANT for any reasonable attorney’s fees, court costs or related expenses incurred in connection with the effort to collect said delinquencies. Additionally, SERVICES may be suspended by the CONSULTANT if payments are not made within thirty (30) days of the date of the invoice. In the event the CONSULTANT deems that a lien or other legal action is necessary to enforce collection of services rendered, the OWNER shall bear all lien fees, legal expenses and court costs.

2. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the OWNER agrees to limit the CONSULTANT’s liability for the CONSULTANT’s damages to the sum of \$50,000 or the CONSULTANT’s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

3. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

4. OWNERSHIP OF INSTRUMENTS OF SERVICE

The CONSULTANT shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the CONSULTANT (INSTRUMENTS OF SERVICE). The CONSULTANT shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.

The OWNER agrees the INSTRUMENTS OF SERVICES are intended solely for this PROJECT, and the OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the CONSULTANT. The OWNER agrees to release the CONSULTANT, its officers, directors, employees and subconsultants from any and all claims arising out of unauthorized use of the INSTRUMENTS OF SERVICE, and The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the INSTRUMENTS OF SERVICE by the OWNER or any person or entity that acquires or obtains the INSTRUMENTS OF SERVICE from or through the OWNER without the written authorization of the CONSULTANT.

5. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Construction means and methods and jobsite safety are the sole responsibility of the general contractor. The CONSULTANT has no liability for and no control over construction means and methods and jobsite safety.

6. DISPUTE RESOLUTION

The OWNER and CONSULTANT agree to engage in mediation as a condition precedent to filing any lawsuit. The costs of the mediation will be shared equally by all parties involved. The OWNER shall not make resolution of any dispute or payment of any amount due contingent upon the CONSULTANT's signing a certification, guarantee or warranty as to the existence of any conditions that the CONSULTANT cannot personally ascertain.

7. TERMINATION

This AGREEMENT may be terminated by either The OWNER or CONSULTANT at any time with or without cause upon ten (10) days written notice to the other PARTY. The OWNER's failure to timely pay invoices will constitute grounds for termination by the CONSULTANT. In the event of termination by either PARTY, the OWNER will pay for all SERVICES rendered by the CONSULTANT, including all expenses incurred, up to and including the date SERVICES are terminated. Final payment will be due immediately upon receipt of the final invoice.

8. GOVERNING LAW AND VENUE

The OWNER and CONSULTANT agree that the laws of the State of Illinois govern this AGREEMENT, and any lawsuit arising out of this AGREEMENT or the SERVICES herein shall be brought in the county where the PROJECT is located.

9. MISCELLANEOUS

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 OWNER or CONSULTANT. The CONSULTANT makes no warranties, express or implied, and none of the SERVICES provided under this AGREEMENT or on the PROJECT constitute a sale of goods. This AGREEMENT contains the entire AGREEMENT between the OWNER and CONSULTANT and can only be modified in writing and signed by both PARTIES. This AGREEMENT may be executed in counterparts.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

<p>HUTCHISON ENGINEERING INC.</p> <p>By: <u>JD Schulte</u> (Signature)</p> <p>Name: <u>JD Schulte</u> (Printed)</p> <p>Title: <u>Director of Operations, Quad Cities</u></p>	<p>CITY OF EAST MOLINE ILLINOIS</p> <p>By: _____ (Signature)</p> <p>Name: _____ (Printed)</p> <p>Title: _____</p>
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HUTCHISON ENGINEERING, INC.

ENGINEERING SERVICES FOR OAKLAWN AVENUE SIDEWALK DESIGN

EXHIBIT A – SCOPE OF SERVICES

Whereas the City of East Moline (OWNER) has requested a proposal from Hutchison Engineering, Inc., (HEI) to provide professional engineering design services for the sidewalk improvements along Oaklawn between Wells School and 7th Street in East Moline Illinois, HEI agrees to provide the described items in the ensuing paragraphs.

SERVICES: Hutchison Engineering's (HEI's) scope of services will concentrate on the following:

1. Project Administration & Management – This task includes the overall day-to-day management of the work including coordination with client and agency staff. This will also include monitoring of project schedule, budget, and staffing needs.

2. Data Collection – Obtain aerial imagery and GIS property information.

3. Topographic Survey (Subconsultant - Abbitt Survey & Development, LLC) – This includes the following tasks:

- Request for mapping by MidAmerican Energy for gas and power
 - DOES NOT include third-party utility locates
- Request of the City of East Moline to locate their utility lines of water, sewers, traffic and street lighting
 - Survey Limits:
 - West of 5th Street to East of 7th Street
 - South Side: 5' from face of curb to 20' from back of curb.
 - At driveway extend to 1st joint past 40 feet from back of curb
 - From 6th Street to 7th Street topo north and south side.
 - Approx. 2000 LF of topo.
- Structure detail of storm and sanitary, pipe diameters and inverts

4. Plans, Specifications and Estimates – This includes the following tasks:

- Sidewalk design.
- ADA Sidewalk ramp design
- Driveway reconstruction design.
- Corridor modeling & cross-sections
- Plan sheets
- Quantity calculations
- Preparation of Engineer's Opinion of Probable Cost

HUTCHISON ENGINEERING, INC.

ENGINEERING SERVICES FOR OAKLAWN AVENUE SIDEWALK DESIGN

EXHIBIT A – SCOPE OF SERVICES

- Specifications

5. Bidding Assistance – This task includes attendance of pre-bid meeting, analyzing bids and providing recommendation of award.

HUTCHISON ENGINEERING, INC.

SCHEDULE OF HOURLY CHARGES

Effective January 1, 2026

Engineering Technician 1.....	95.00 per hour
Engineering Technician 2.....	115.00 per hour
Engineering Technician 3.....	130.00 per hour
Engineering Technician 4.....	155.00 per hour
Engineering Technician 5.....	175.00 per hour
Engineering Technician 6.....	195.00 per hour
Engineer 1.....	115.00 per hour
Engineer 2.....	135.00 per hour
Engineer 3.....	160.00 per hour
Engineer 4.....	195.00 per hour
Engineer 5.....	225.00 per hour
Architect 3.....	190.00 per hour
Architect 2.....	140.00 per hour
Architect Associate.....	105.00 per hour
Project Manager.....	265.00 per hour
Principal of Firm.....	275.00 per hour
Computer Aided Design/Drafting.....	14.00 per hour
Nuclear Density Equipment.....	50.00 per day (25.00 Minimum)
Breaking Concrete Cylinders	50.00 Each
GPS Equipment.....	200.00 per day (100.00 Minimum)
Robotic Survey Equipment.....	100.00 per day (50.00 Minimum)
Miovision Traffic Camera.....	100.00 per day (50.00 Minimum)
Utility Location Equipment.....	50.00 per day

Expenses such as sub-surface investigations, laboratory testing, bituminous proportioning, printing, mileage, subsistence, traffic counter processing and overtime premium shall be billed at actual cost.

The above rates shall apply to any services for the calendar year in effect, after which the rates shall be adjusted to the then current calendar year schedule used by the firm.



COMMITTEE OF THE WHOLE

Agenda Item Utility Improvements - 22nd, 29th, 30th, 31st Avenues - Plans Specs, Bid
Prepared by: Brian Vorva - Assistant Director of Engineering
Meeting Date April 6, 2026 Agenda Item # 3
Type of Action (Ordinance, Resolution, Receive & File, Amendment) Resolution
Council Date for Action April 20, 2026

DESCRIPTION

At the direction of the City Council, final plans and specs have been prepared by Shive-Hattery, Inc. for bidding and construction of the above-referenced project.

Proposed improvements will replace the existing deteriorated 6" water main pipes along 22nd Ave from Ravine D to 10th St and 29th, 30th, and 31st Ave from Kennedy to 4th St A. Proposed improvements would include replacement of water main piping, valves, and hydrants. The street will be cut and patched as required for construction. New pipe would be C900 PVC as opposed to ductile iron. Additionally, per IEPA mandate, all portions of lead service pipes encountered will be replaced from main to the building structure. It is anticipated that many of the water services in this area are lead service lines. Once the underground work is complete, the roadway will be resurfaced with hot-mix asphalt, drive approaches, and other related construction.

An exhibit showing the location of the proposed construction is attached. Complete plans, specifications and bidding documents are available for review at the East Moline Engineering & Maintenance Building. A tentative bid letting date has been scheduled for April 28, 2026. Pending COW approval, the bid letting will proceed and staff will provide a bid tabulation and recommendation for award of contract to the City Council, pending reasonable bid prices. A consultant proposal for construction staking will also be provided for review and consideration at this time.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
200-023-52445.23	Construction Distribution	Water CIP	\$2,188,200	\$2,188,200	TBD
TOTALS			\$2,188,200	\$2,188,200	TBD

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION Approval of Plans & Specs for Bidding

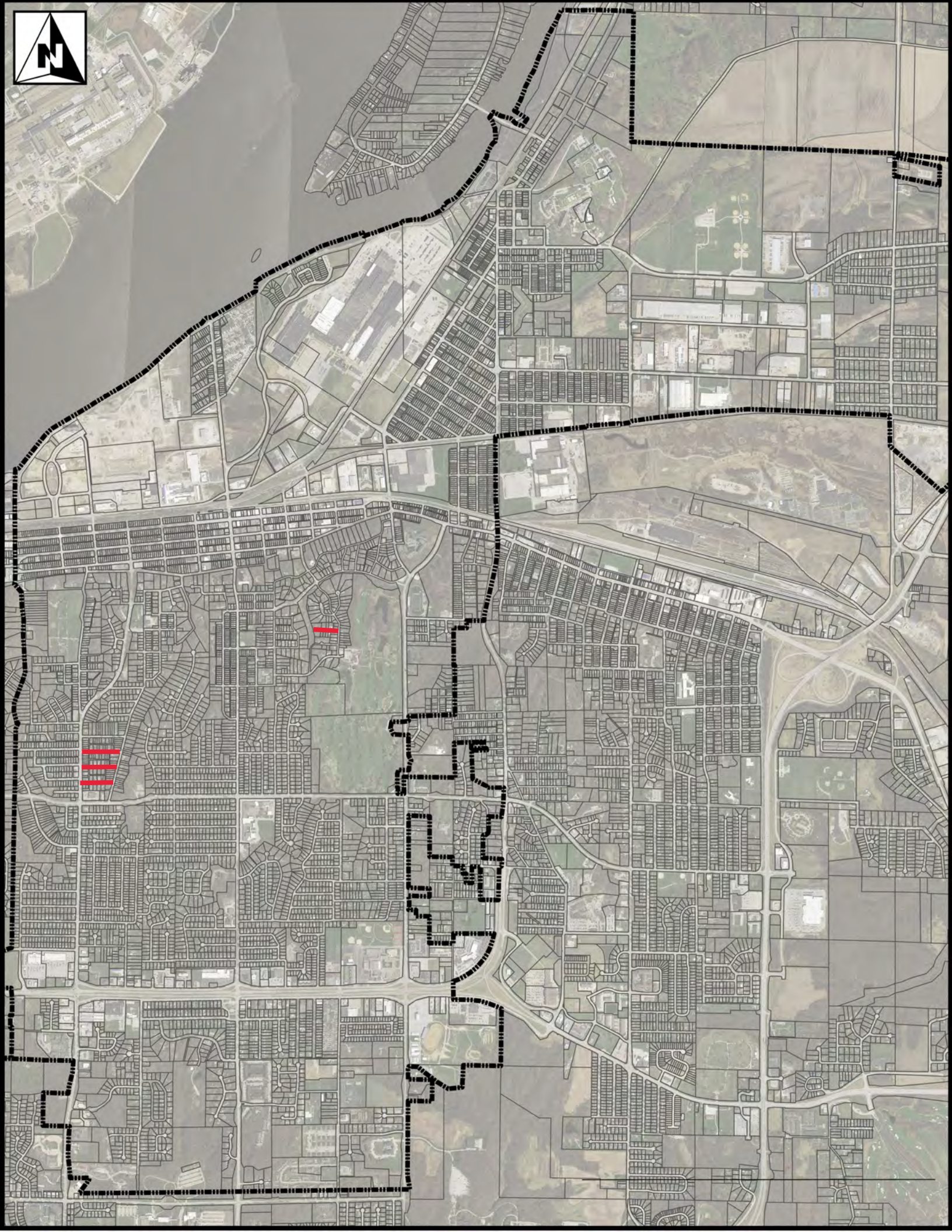
RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO _____

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							



Three red horizontal lines are drawn on the map. One line is located in the center-left area, another in the lower-left area, and a third in the middle-left area.