



City of East Moline
Committee of the Whole

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

DATE: February 2, 2026

TIME: Immediately Following the Regular Council Meeting

1	Downtown Interpretive Trail Project	Rothert
2	Engineering Design Services - Ravine B	Kammler
3	Easement Acquisition Services - Ravine E	Kammler
4	Establishing Public Hearing Date – East Moline Connector TIF District	Rothert





COMMITTEE OF THE WHOLE

Agenda Item	<u>Student-Led Memorial Interpretive Trail Proposal</u>		
Prepared by:	<u>Mark Rothert, City Administrator</u>		
Meeting Date	<u>February 2, 2026</u>	Agenda Item #	<u>1</u>
Type of Action (Ordinance, Resolution, Receive & File, Amendment)	<u>Resolution</u>		
Council Date for Action	<u>February 16, 2026</u>		

DESCRIPTION

The Glenview Middle School Latinx Workshop is requesting assistance from the City of East Moline to support the installation of a student-led memorial interpretive trail through downtown East Moline. The project is proposed in partnership with the Clean River Advisory Council (C-RAC), Rock Island County Soil and Water Conservation District, and engineering firm CMT.

The proposed memorial trail will consist of four interpretive installations located at:

- Hereford Park
- Runner's Park
- The intersection of 7th Street and 12th Avenue (bicycle waystation)
- Near the levee bike path

Each installation will include interpretive displays highlighting East Moline's immigrant history. The content for the displays will be researched and developed by Glenview Middle School students as part of their Latinx Workshop curriculum. Depending on site conditions, some locations may include additional features, such as a rain garden at Hereford Park.

Purpose and Memorial Dedication - The trail is proposed in memory of Sergio Mendoza, a lifelong East Moline resident and son of Mexican immigrants. Sergio served on the Clean River Advisory Council and was a strong advocate for environmental stewardship, active living, and cultural diversity. During his service, he helped guide C-RAC's philanthropic investments toward projects benefiting East Moline and Glenview Middle School.

Following his unexpected passing, C-RAC seeks to honor Sergio's legacy by supporting a student-led interpretive trail that connects downtown East Moline to the bike trail Sergio enjoyed, as well as to the neighborhoods where he lived and worked.

Funding and City Involvement - The Clean River Advisory Council is committing up to \$20,000 toward the project. The Council is requesting in-kind support from the City of East Moline, primarily consisting of:

- Permission to install interpretive displays on City-owned property;
- Staff time related to permitting and coordination; and
- Potential assistance with installation activities, such as pouring concrete pads or mounting plaques.

The anticipated cost to the City is expected to be nominal. CMT and the Rock Island County Soil and Water Conservation District will assist with the design and development of the installations.



COMMITTEE OF THE WHOLE

Proposed Timeline

- **May 2026:** Installation of the first trail node at Hereford Park
- **September 2026:** Installation of the second node at Runner's Park
- **May 2027:** Installation of the final two nodes at 12th Avenue & 7th Street and near the levee bike path

Next Steps

City staff is seeking Council direction regarding permission to proceed with permitting and coordination for the proposed installations on City property. Staff would recommend that if the City permits use of the public right of way, that any interpretative installation be reviewed by the city for appropriateness before installation.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
	N/A				
TOTALS					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION

Approval

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							



COMMITTEE OF THE WHOLE

Agenda Item Engineering Design Services - Ravine B
Prepared by: Tim Kammler, Director of Engineering
Meeting Date February 2, 2026 Agenda Item # 2
Type of Action (Ordinance, Resolution, Receive & File, Amendment) Resolution
Council Date for Action February 16, 2026

DESCRIPTION

The city's Ravine Sewer Access-Way project has been an ongoing endeavor for a number of years. East Moline has miles of sanitary sewers located in ravines and rough wooded areas which do not permit ease of access for inspection and maintenance. In many areas, the city lacks easements for these utilities and their access. The boundary survey work and preliminary design for the access-ways was completed in all of the subject ravines throughout the city under previous contract. Subsequently, East Moline has retained consultants to facilitate final design, construction plans, and the necessary easement acquisition in phases to meet the city's budget constraints. Five (5) ravine access-ways have been completed, and another will soon be under construction (Ravine B) pending future council approval.

A proposal for engineering design services for the final phase of this project (Ravine E) has been obtained from Klingner Engineering and is attached for review and consideration. Details of the scope of work to be performed include final plan, profile, and cross-section design, construction plan preparation, projects specifications, and Easement Plat preparation for 57 easements anticipated along this ravine. For construction to occur, the city must have rights to the necessary property. Land acquisition services for the necessary easements will be managed under separate contract.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
250-036-52925.91	Ravine E – Survey, Design	Sewer Utility	\$455,000	\$455,000	\$217,500
TOTALS					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION

Approve contract for professional engineering services

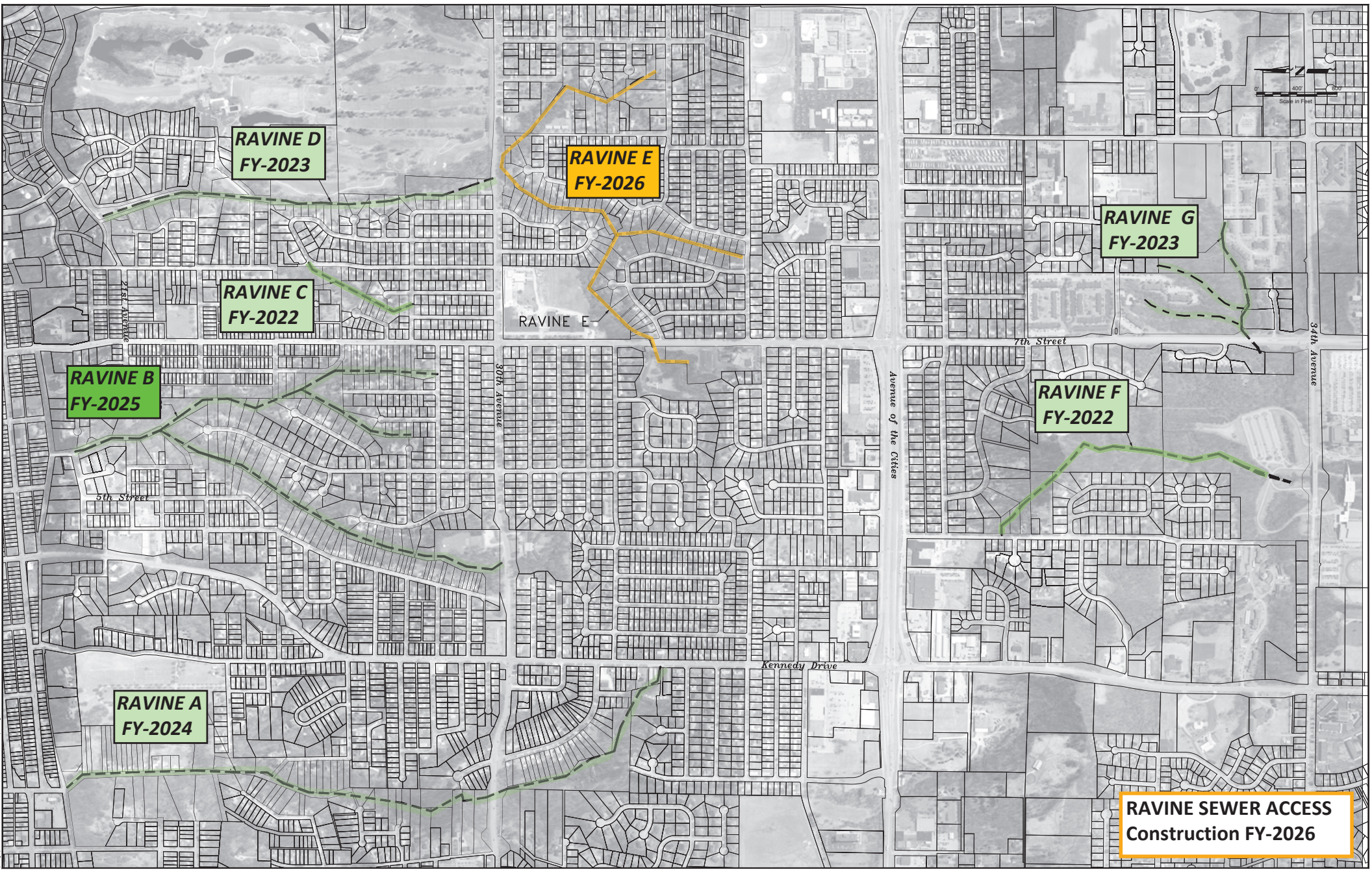
RECORD OF VOTES:

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							



RAVINE D
FY-2023

RAVINE E
FY-2026

RAVINE G
FY-2023

RAVINE C
FY-2022

RAVINE E

RAVINE B
FY-2025

RAVINE F
FY-2022

RAVINE A
FY-2024

RAVINE SEWER ACCESS
Construction FY-2026



21st Avenue

30th Avenue

Avenue of the Cities

34th Avenue

5th Street

7th Street

Kennedy Drive

PROPOSAL FOR: City of East Moline
PROJECT: Ravine E Sanitary Sewer Access Road
DATE: September 26, 2025

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of East Moline (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for development of construction and bidding documents for the construction of an access road to the sanitary sewer adjacent to Ravine E.

II. SCOPE OF SERVICES

Our Scope of Services for each individual discipline is outlined below.

Meetings

The Klingner project manager will attend four (4) project meetings, including one (1) project kick-off, one (1) preliminary site walkthrough, one (1) Construction Documents at 95%, and one (1) Easement Documents. We also anticipate one (1) round of reasonable modifications after each Design Review. Client approval of design and revisions are required prior to commencing with subsequent work. Client shall not unreasonably withhold or delay approvals.

Surveying

1. Entrance Topographical Survey
 - Document ground elevations and identify the location and elevation of all surface topographic features. This includes gutter flow lines, back of curb, edge of pavement, changes in pavement material, and other relevant surface details.
 - Record elevations of all manhole covers and intake grates located near the proposed entrance at 30th Avenue, 36th Avenue & School parking lot
 - Survey all drainage structures within the vicinity
2. Manholes
 - a. Review sanitary sewer and storm sewer manhole CAD file information provided by the City.
 - b. Elevations of manhole and intake grates along with their depth where there is a discrepancy between the existing sanitary sewer map and the preliminary plan and profile sheets.
3. Horizontal datum is to be Illinois State Plane West and the vertical datum to be NAVD 1988. CAD files are to be compatible with Civil 3D, 2024 version.

Easement documents

Easements to be drafted and descriptions written for those exhibits based on linework provided by the City. No calculation or analysis will be performed regarding the easement needs or boundary lines that are provided by the City. It is estimated for Ravine E that there are fifty seven

(57) easements required. An exhibit and description for each parcel easement identified will be submitted to the City for negotiations. All easement negotiations will be provided by others.

Information to be provided by the City will include all survey points and linework, project folders with subdivision plats, deeds and documents as previously obtained and researched. At no point will Klingner be held liable for incomplete data provided to them by the City. If additional research or coordination is required City shall be subject to additional fee at the hourly rates herein attached. The accuracy of the lidar data is currently what the City has been utilizing and expects no greater accuracy than the data provided. Klingner will not be responsible for delays in the creation of these documents, negotiations, or project letting date due to lack of information provided or others.

Prefinal Engineering

1. Roadway Planning

- Review CAD file information as provided by the City.
- Review proposed roadway alignments including centerlines, side slopes, and cross sections from the submitted files as provided by the City.
- Review proposed profile and pavement grades to determine project impact. Including in the grading task will be the establishment of the roadway and site drainage plan and potential utility impacts.
- Perform a site visit to Ravine E to walkthrough with City personnel to verify feasibility of preliminary alignment.

Construction Document Preparation

1. Prepare construction specifications and complete bid documents.
2. Prepare plan and profile sheets based on provided lidar data, no additional or supplemental data to be obtained by Klingner. Design plan and profile shall be designed using a maximum design speed of 5 MPH which is outside the IDOT BLRS standards due to low design speed. All design data based on lidar shall be subject to in the field modifications due to lack of precision of the lidar data.
3. Submit plans for City review at 95%.
4. Submit Opinion of Probable Construction Cost and Estimate of Time for Construction for review.
5. City shall review and approve plan and profile alignment based on design speed of 5 MPH
6. Revise Plans, Specifications and Estimates per City comments, one (1) set revisions.
7. 100% Construction Documents Submitted to Public Works.

The City of East Moline will provide or cause to be furnished the following for Ravine E:

- Reviewed preliminary plan and profile sheets.
- Lidar data that preliminary plan and profile sheets were based on.
- CAD files with reviewed preliminary plan, reviewed preliminary profile, limit lines, utilities, easements, right of way, property lines, property owners and addresses, and cross sections.
- Any Data including mapping on Existing Sanitary Sewer and any other known utility.

III. TIMELINE

Timeline of all deliverables to be determined in consultation with the City upon execution of contract. Deliverables timeline is anticipated to allow for a Spring 2026 bid.

IV. COMPENSATION

Easement Documents assume a cost of \$1,500 per easement. For the approximate fifty-seven (57) easements it is estimated that cost to be \$85,500. An increase or decrease in number of easements will be reflected in the final invoiced amount.

Design Engineering is based on Klingner & Associates understanding of the scope, schedule, and complexities of this project, we offer the following proposed Lump Sum Fee:

FEE BY DISCIPLINE AND PHASE	
Easement Documents	\$85,500
Survey	\$9,000
Design Engineering	\$123,000
Total Fees:	\$217,500

V. REIMBURSABLE EXPENSES

1. Reimbursable expenses will be billed per attached reimbursable item sheet.

VI. ADDITIONAL SERVICES

1. The following Additional Services are outside the scope of services as defined above and are to be discussed with the client prior to execution. Additional services, if requested by the client, can be negotiated under a separate agreement.
 - Any meeting or site visit other than those mentioned in the Scope of services herein.
 - Permit application services.
 - Construction Layout.
 - Construction Observation.
 - Construction Material Testing.
 - As-built plans from redlines provided.
 - Courthouse research
 - Title work/commitment
 - Staking of Easements.

VII. APPROVAL

1. 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.



Luke D Miller, P.L.S.

Klingner & Associates, P.C.

Regional Manager, Davenport

City of East Moline

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 **Easement Acquisition Services - Ravine E**
Prepared by: **Tim Kammler, Director of Engineering**
Meeting Date **February 2, 2026** Agenda Item # **3**
Type of Action (Ordinance, Resolution, Receive & File, Amendment) **Resolution**
Council Date for Action **February 16, 2026**

DESCRIPTION

The city's Ravine Sewer Access-Way project has been an ongoing project for a number of years. East Moline has miles of sanitary sewers located in ravines and rough wooded areas which do not permit ease of access for inspection and maintenance. In many areas, the city lacks easements for these utilities and their access. The boundary survey work and preliminary design for the access-ways was completed in all of the subject ravines throughout the city under previous contract. Subsequently, East Moline has retained consultants to facilitate final design, construction plans, and the necessary easement acquisition in phases to meet the city's budget constraints. Five (5) ravine access-ways have been completed, and another will soon be under construction (Ravine B) pending future council approval.

A proposal for easement acquisition services for Ravine E has been obtained from Kaskaskia Engineering Group and is attached for review and consideration. Details of the scope of work to be performed includes outreach to impacted residents, property appraisal, easement negotiations, and legal document preparation for 57 easements along this ravine. For final design to be completed and construction to occur, the city must have rights to the necessary property.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
250-036-52925.91	Ravine E – Land Acquisition	Sewer Utility	\$455,000	\$237,500	\$114,000
TOTALS					\$114,000

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION

Approve contract for easement acquisition services

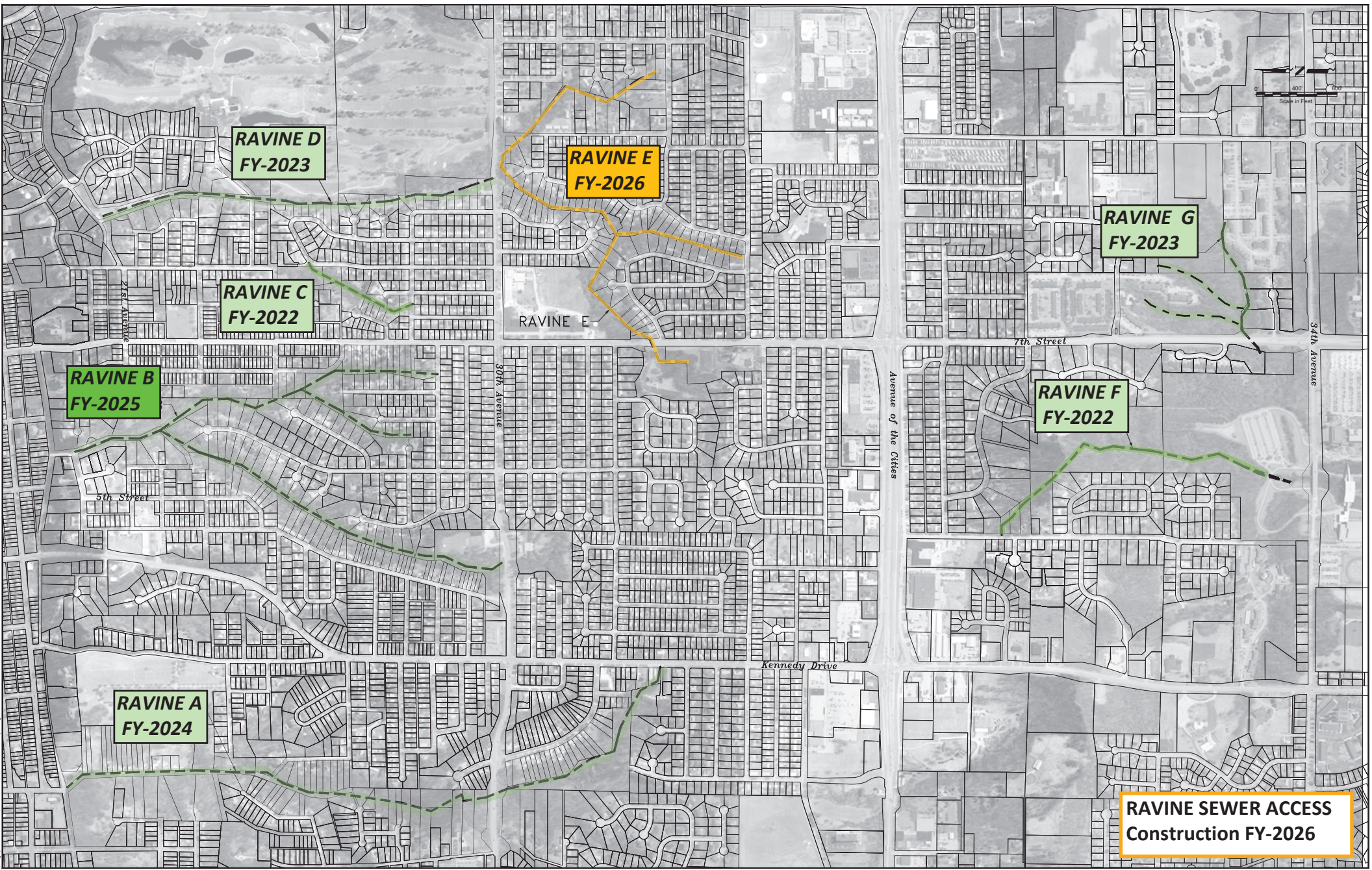
RECORD OF VOTES:

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							





208 East Main Street
Suite 100
Belleville, Illinois 62220
618.233.5877 *phone*
618.233.5977 *fax*

January 27, 2026

Brian Vorva, P.E.
Assistant Director of Engineering
City of East Moline, Illinois
1200 – 13th Avenue
East Moline, IL 61244

RE: Ravine E Sanitary Sewer Access Road
Easement Negotiations
KEG No. 22-1111.03

Dear Mr. Vorva:

Kaskaskia Engineering Group, LLC is pleased to present this proposal for easement negotiation and documentation for the Ravine E Sanitary Sewer Access Road.

SCOPE OF SERVICES

Work in collaboration with the City and Design Engineer, Klingner & Associates, to provide land acquisition services as listed below:

- Review parcel information & preliminary project inspection.
- Preparation of parcel files and conveyance/offer documents based on legal description provided. Documents include Easement, PTAX-203 form, and W-9.
- Act as City contact with all property owners and make owner contact for appointments to discuss the project and make formal offers of \$1/sf.
- Ongoing negotiations, as needed, including initial introductory contact by certified mail.
- Documentation of all contact in Negotiator's Report.
- Record all documents at the Rock Island Court House and deliver all executed conveyance documents to the city for final disposition.

FEE AND SCHEDULE

The total fee for services plus a contingency for unforeseen issues is estimated at Two Thousand Dollars (\$2,000.00) per easement for approximately fifty-seven (57) easements. Our land acquisition services will be provided for a Lump Sum fee of One Hundred and Fourteen Thousand Dollars (\$114,000.00). Progress reports will be submitted monthly with invoices to keep the city abreast of the percentage of work completed and budget usage.

ACCEPTANCE

If the services outlined herein are acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed Acceptance of Proposal for Professional

Services sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary before initiation of any of the activities outlined herein. KEG services will be performed for the signatory of the enclosed form. Written consent must be provided by KEG should anyone other than the client wish to excerpt, or rely on, the results of our activities. The enclosed General Conditions will apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. If you have any questions, please do not hesitate to call me at 618.233.5877 or contact me by email at GBoyer@kaskaskiaeng.com.

Respectfully,

KASKASKIA ENGINEERING GROUP, LLC



Rebecca Boyer
Vice President of Operations

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Ravine E Sanitary Sewer Access Road

Project Number: 22-1111.03

Date: _____

Fee: Lump Sum fee of One Hundred and Fourteen Thousand Dollars (\$114,000.00)

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Client Name: _____ Telephone: _____

Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Agency Name: _____ Telephone: _____

Date: _____

Report Distribution:

Company Name:	Address:	No. Reports
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_____	_____	_____
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_____	_____	_____
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GENERAL CONDITIONS

TERMS

When used below, the term "we", "us", "our" and "KEG" refers to Kaskaskia Engineering Group, LLC and its consultants, subconsultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope of services. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost. In the event you fail to pay what is owed you will also be responsible to pay reasonable fees of our attorneys and all costs including expert witness fees of collecting this money from you.

The rates we charge you for our services are on the assumption of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

CLIENT RESPONSIBLE FOR CHANGES

If You engage a construction Manager that makes changes to the design or any material details which necessitate modifications to the Drawings and Specifications, You shall be solely responsible to pay for our professional services and reimbursable expenses for all work to accommodate such changes.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold-harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that as your professional engineering consultants we incur significant risks by virtue of our association with your project. Because we have no control over the construction or implementation of our engineering designs or other professional services much of what affects the success of your project is entirely outside our control. One of these risks stems from the potential for human error either by our staff or your contractor and an error by others may nonetheless result in some claim against us. In order for us to provide services at these rates there must be a limitation on our risk and therefore you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to obtain higher limits of liability and the additional charges involved, you must discuss this with our staff and get any expansion of our liability to you in writing.

HOLD HARMLESS

You agree, to the fullest extent permitted by law, to indemnify and hold us and our subconsultants harmless against any damages, liabilities, or costs, including but not limited to

additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from KEG's encountering any unforeseen or unanticipated condition.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement as shown in the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You agree that designs, plans, specifications, reports, proposals, and similar documents prepared by us are instruments of professional service, and as such, they may not under any circumstances be altered by any party except KEG. You warrant that our instruments of service will be used only and exactly as submitted by us. Accordingly, you shall waive any claim against us and shall, to the fullest extent permitted by law, indemnify, defend, and hold us harmless of any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from unauthorized alteration of our instruments of service.

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents or use in a different locality than originally designed without our involvement are at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless KEG our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

The discovery of unanticipated hazardous or suspected hazardous material may make it necessary for KEG to take measures that in our sole discretion are needed to help preserve and protect the health and safety of our personnel and of the public, and/or to preserve and protect the environment.

SITE ENTRY

You will provide right of entry of KEG or employees of firms

working under the direction of KEG, including right of entry of all required field equipment in order to perform the work. We will exercise reasonable care in performing its services, however, you understand that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

SUBSURFACE STRUCTURE OR UTILITIES

You will furnish to us information identifying the type and location of utility lines and other man-made objects beneath the site's surface. We will take reasonable precautions to avoid damaging these utility lines and man-made objects.

SAMPLES

Soil, rock, water, or other samples obtained from the project site are your property. We shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If, in our opinion, any of the samples collected may be affected by regulated contaminants, we shall package such samples in accordance with applicable law and you shall arrange for lawful disposal procedures. We shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, we are not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. We will, at your reasonable request, help the client or owner identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for an additional fee.

CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that we will provide on your behalf, you shall indemnify, defend, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

CONSTRUCTION COST ESTIMATES

An opinion of construction costs prepared by us represents our reasonable judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids, or actual costs to the owner.

ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. You understand that no matter how thorough an Environmental Site Assessment is, we cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if we believe that reportable quantities are not present, you bear the risk that such contaminants may be present or may migrate to the site after the study is complete.

FAILURE TO FOLLOW RECOMMENDATIONS

We disclaim any and all responsibility and liability for problems that may occur during implementation of our plans, specifications, or recommendations when we are not retained to observe such implementation.

**Schedule of Hourly Rates
January 1, 2026**

Engineering

Manager	\$410.00
Principal Engineer	\$315.00
Senior Engineer	\$250.00
Project Manager	\$190.00
Project Engineer	\$160.00
Staff Engineer	\$115.00

Support Services

Project Scientist/Planner	\$135.00
Staff Scientist/Planner	\$ 95.00
Technician	\$160.00
Survey Crew Chief	\$170.00
Registered Professional Land Surveyor	\$180.00
Construction Administrator	\$110.00
Administrative Personnel	\$145.00
Intern	\$ 70.00

The above hourly rates are effective as of January 1, 2026, and are subject to adjustment annually.

Time for Support Services in excess of 8 hours per day on client's project; work performed on Saturdays, Sundays, or Holidays; or expert witness depositions and/or testimony will be invoiced at 1 ½ times the indicated hourly rate.

Expenses

Travel per mile	Current IRS approved per-mile rate
Outside Services (Subconsultants, Subcontractors or Vendors)	Cost + 15%
Commercial Travel, Meals or Lodging	At Cost



COMMITTEE OF THE WHOLE

Agenda Item Establishing Public Hearing Date – East Moline Connector TIF District
Prepared by: Mark Rothert, City Administrator
Meeting Date February 2, 2026 Agenda Item # 4
Type of Action (Ordinance, Resolution, Receive & File, Amendment). Resolution
Council Date for Action February 16, 2026

DESCRIPTION

The City of East Moline is undertaking preliminary steps to consider the establishment of the **East Moline Connector TIF District** pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.). A proposed Redevelopment Plan and Project is being prepared by Moran Economic Development, LLC, and a feasibility study and will be placed on file with the City Clerk.

The proposed TIF area includes property meeting the statutory criteria for a redevelopment project area under the Act and is intended to promote reinvestment, address qualifying conditions, and encourage private development that would not reasonably occur without the use of tax increment financing.

Ordinance Summary: The ordinance before the City Council accomplishes the following:

- Sets a public hearing on the proposed East Moline Connector TIF Redevelopment Plan, Project, and Redevelopment Project Area
- Establishes the public hearing date, time, and location as **6:00 p.m. on Monday, April 20, 2026, at East Moline City Hall**
- Directs staff to provide all required notices by publication and certified mail to affected property owners, taxing districts, and the Illinois Department of Commerce and Economic Opportunity
- Authorizes the convening of a Joint Review Board in compliance with state law
- Confirms that the feasibility study and draft redevelopment plan are available for public inspection

This ordinance does **not** approve the TIF district. It is a procedural step required by statute prior to any consideration of formal TIF adoption.

Next Steps: Following adoption of this ordinance:

1. Required public notices will be issued
2. The Joint Review Board will be convened
3. The public hearing will be held on April 20, 2026
4. Following completion of statutory requirements, ordinances to establish the TIF district may be brought forward for Council consideration

Recommendation: Staff recommends approval of the ordinance to establish the public hearing date for the East Moline Connector TIF District to allow the public review process to proceed in accordance with state law.



COMMITTEE OF THE WHOLE

FINANCIAL IMPACT

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
	N/A				
TOTALS - Revenue					
TOTALS - Expenditure					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION

Approval

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							