

RESOLUTION 2020-060

PASSED: JUNE 22, 2020

AUTHORIZING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH HAMPTON, LENZINI, AND RENWICK FOR CITY BRIDGE INSPECTIONS, IN AN AMOUNT NOT TO EXCEED \$23,614.

WHEREAS, the City of DeKalb, DeKalb County, Illinois ("the City") is a home rule municipality with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City maintains nine public structures qualifying as bridges; and

WHEREAS, the City's corporate authorities have determined that it is advisable, necessary, and in the best interest of the public welfare to adhere to State mandated bridge inspection schedules to both monitor structural conditions and advance appropriate maintenance; and

WHEREAS, the City has an existing professional relationship with Hampton, Lenzini, and Renwick, who is on the City pre-qualified list, and who has submitted a reasonable proposal for professional bridge inspection services.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: That the City's corporate authorities, by a majority vote, approve, authorize and direct the City Manager to enter into an agreement with Hampton, Lenzini, and Renwick in a form acceptable to them for the DeKalb 2020 Bridge Inspection Program in an amount not to exceed \$23,614.

SECTION 2: That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the City Manager's signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of June 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant




JERRY SMITH, Mayor

June 9, 2020

Mr. Zachary Gill, City Engineer
City of DeKalb
1216 Market Street
DeKalb, Illinois 60115

Re: Proposal for Engineering Services
2020-2022 NBIS Bridge Safety Inspections

Dear Mr. Gill:

We have prepared this letter to serve as the agreement between the City of DeKalb (Client) and Hampton, Lenzini and Renwick, Inc. (HLR) (Consultant) to provide engineering services for the inspection of seven bridges in the City of DeKalb. The scope of our services will be as follows:

1. Complete condition inspection of the following structures eligible for NBIS inventory inspection. These shall be completed in accordance with the National Bridge Inspection Standards and the Illinois Department of Transportation Structure Information and Procedure Manual. The structures that require inspection include:

Peace Road over the Union Pacific RR	SN 019-4706
North First Street over South Br. Kishwaukee River	SN 019-6000
Hilcrest Drive over South Br. Kishwaukee River	SN 019-6001
Lucinda Avenue over South Br. Kishwaukee River	SN 019-6002
Taylor Street over South Br. Kishwaukee River	SN 019-6005
Devonshire Parkway over Pond	SN 019-6007
Annie Glidden Road over Watson Creek	SN 019-6008
Fairview Drive over South Br. Kishwaukee River	SN 019-6106
Bethany Road over South Br. Kishwaukee River	SN 019-6107

2. Complete an inspection of all underwater elements of the structures by probing from the surface. This proposal does not include underwater structural divers. These divers would only be necessary if the condition of the underwater elements is determined to need additional evaluation.
3. Submit to the City and IDOT two copies of the following for each structure inspected:
 - a. IDOT Routine Inspection Report, BBS-BIR-1 with photos
 - b. Recommendations for maintenance level repairs.
 - c. Complete Bridge File Checklists for IDOT.

The inspections will be completed in according to IDOT schedule. The reports will be completed and delivered by within 2 months of completion.

The inspection of Peace Road bridge may require a survey right-of-entry permit from the UPRR. HLR will coordinate this with the UPRR for proper permit and insurance. The cost of the permit fee is included in this proposal.

COMPENSATION

Billing Terms

For services provided, HLR will be compensated at the following hourly rates. The upper limit of compensation will not exceed *\$26,869.00*. With the approval of the Lucinda Ave and N. First Street Bridge design contracts, the total not to exceed cost is reduced to **\$23,614.00** since there is duplicate effort included in the other contracts.

<u>Grade Classification of Employee</u>	<u>HLR 2020 Hourly Rate</u>
Principal	\$220.00
Engineer 6	185.00
Engineer 5	165.00
Engineer 4	155.00
Engineer 3	145.00
Engineer 2	115.00
Engineer 1	95.00
Structural 2	200.00
Structural 1	160.00
Technician 3	130.00
Technician 2	110.00
Technician 1	80.00
Intern/ Temp	50.00
Land Acquisition	145.00
Survey 2	135.00
Survey 1	110.00
Environmental 2	140.00
Environmental 1	95.00
Administration 2	130.00
Administration 1	75.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2020. In the event services of the ENGINEER extend beyond December 31, 2020, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

GENERAL TERMS AND CONDITIONS

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If this agreement meets with your approval, please sign and date where indicated and return one (1) copy for our file. If you have any questions about any of the above, please call me at 847.697.6700

Sincerely,
HAMPTON, LENZINI AND RENWICK, INC.

By:



Randal G. Newkirk, PE
Corporate Secretary

Mr. Zachary Gill
City of DeKalb – 2020-2022 NBIS Bridge Safety Inspections
June 9, 2020

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of DeKalb for the inspection services set forth above.

By  6-22-2020
Date

Title City Manager

CITY OF DEKALB

NBIS PM and Inspection Services, 2020-2022

Hampton, Lenzini & Renwick, Inc.

NBIS PM and Inspection Services, 2020-2022						ST2	E1	E1	ST2	ST2	A1	T1	ST2				
Bridge Name	SN	Type	Frequency	Due Date	Manhours	Insp-TL	Insp-2nd	IDOT-BIR	Report	Estimate	photos	sketches	Coord.	Permit Fees	Fee	Bridge Design Credit	
Peace Road / UPRR	019-4706	Routine	24	July, 2020	15.5	3	3	1	4	1	1	2	0.5	\$ 5,000	\$7,485.00		
North First St / SBK	019-6000	Routine	24	Sept, 2020	13.5	2	2	1	4	1	1	2	0.5		\$2,170.00	\$1,627.50	
Hillcrest Drive / SBK	019-6001	In-Depth	24	July, 2020	13.5	2	2	1	4	1	1	2	0.5		\$2,170.00		
Lucinda Ave SBK	019-6002	Routine	24	July, 2020	13.5	2	2	1	4	1	1	2	0.5		\$2,170.00	\$1,627.50	
Taylor Street / SBK	019-6005	Routine	24	June, 2020	13.5	2	2	1	4	1	1	2	0.5		\$2,170.00		
Devonaire Pkwy /Pond	019-6007	Routine	48	June, 2022	13.5	2	2	1	4	1	1	2	0.5		\$2,302.00		
AGlidden Rd / Watson	019-6008	In-Depth	24	June, 2020	13.5	2	2	1	4	1	1	2	0.5		\$2,170.00		
Fairview Drive / SBK	019-6106	Routine	24	Sept, 2020	13.5	2	2	1	4	1	1	2	0.5		\$2,170.00		
Bethany Road / SBK	019-6107	Routine	48	July, 2022	13.5	2	2	1	4	1	1	2	0.5		\$2,302.00		
NBIS Program Manager Services, as needed					8								8		\$1,760.00		
Total Manhours Sub-Total					131.5												
															\$26,869.00	\$3,255.00	
Total Not-to-Exceed Cost of Services															\$23,614.00		