

**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 22<sup>nd</sup> 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.**

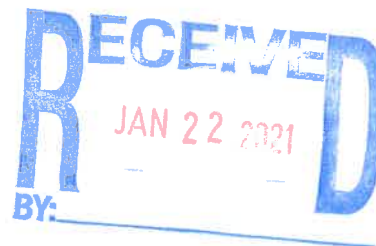
NBIS PM and Inspection Services, 2020-2022						ST2	E1	E1	ST2	ST2	A1	T1	ST2			
Bridge Name	SN	Type	Frequency	Due Date	Manhours	Insp-TL	Insp-2nd	IDOT-BIR	Report	Estimate	photos	sketches	Coord.	Permit Fees	Fee	Bridge Design Credit
Peace Road / UPRR	019-4706	Routine	24	July, 2020	15.5	3	3	1	4	1	1	2	0.5	\$ 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	
<b>Total Manhours Sub-Total</b>					<b>131.5</b>										<b>\$26,869.00</b>	<b>\$3,255.00</b>
<b>Total Not-to-Exceed Cost of Services</b>															<b>\$23,614.00</b>	

Re 2020-060



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3  
700 East Norris Drive / Ottawa, Illinois 61350-1628



January 14, 2021

Ms. Ruth Scott, Executive Assistant  
City of DeKalb  
164 E. Lincoln Hwy.  
DeKalb, IL 60115

Municipal - MFT  
City of Dekalb  
Section No. 20-00000-00-GM  
Engineering Agreement

Dear Ms. Scott:

The agreement dated June 22, 2020 between the City of DeKalb and Hampton, Lenzini, & Renwick, Inc. for engineering services to be performed in connection with this section was approved by the department on January 14, 2021.

If you have any questions, please contact Dan Meagher at (815) 433-7088.

Sincerely,


Masood Ahmad, P.E.  
Region Two Engineer

A blue ink signature, likely of Steve Ohery, written over a horizontal line.

By: Steve Ohery, MSCE, P.E.  
Local Roads and Streets Engineer

Enclosure

cc: City Engineer - Zac Gill  
Hampton, Lenzini, & Renwick, Inc. - Randal G. Newkirk

Municipality City of DeKalb	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Hampton, Lenizini and Renwick
Township				Address 380 Shepard Drive
County DeKalb				City Elgin
Section 20-00000-00-GM				State IL

THIS AGREEMENT is made and entered into this 6th day of June, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name 2020-2022 NBIS Bridge Safety Inspections

Route \_\_\_\_\_ Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_)

Termini \_\_\_\_\_

Description:

Inspections of the City of DeKalb various structures within corporate limits.

#### Agreement Provisions

The Engineer Agrees,

- See Detailed Scope of Service -

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- Compensation based on attached agreement -

1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~
- a. ☐ ~~A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
  - b. ☐ ~~A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

<del>Awarded Cost</del>	<del>Percentage Fees</del>	
<del>Under \$50,000</del>	<del>_____</del>	<del>(see note)</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may subcontract all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
- ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
  - ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES. hours expended at hourly rates.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. Hours expended at hourly rates. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

- ~~That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.~~
- ~~This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.~~
- ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
- That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:



City of DeKalb

(Municipality/Township/County)

of the

ATTEST:

State of Illinois, acting by and through its

By

(Seal)

~~Clerk~~  
Exr.  
Asst.

By

Bill Nicklas

Title

City Manager

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.

380 Shepard Dr.

ATTEST:

Elgin, IL 60123

By

Nicholas M. PiekarSKI M. Eng. P.E.

By

Randal G. Newkirk

Title

ASSOCIATE

Title

Corp Secretary

Approved

1/14/2021

Date

Department of Transportation

[Signature]

Regional Engineer