

RESOLUTION 2014-25 Passed: April 28, 2014

**AUTHORIZING MOTOR FUEL TAX FUNDS IN
THE AMOUNT OF \$15,000 FOR PAVEMENT
EVALUATION STUDY ON VARIOUS STREETS
IN THE CITY OF DEKALB, ILLINOIS (2014)
(SECTION 14-00184-00-AM).**

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That there is hereby appropriated the sum of Fifteen Thousand and 00/100 dollars (\$15,000.00) of Motor Fuel Tax Funds for the purpose of pavement evaluation on various streets throughout the City of DeKalb under the applicable provisions of the Illinois Highway Code, Section 14-00183-00-BI, from January 1, 2014, to December 31, 2014.


Section 2. That streets and highways within the City of DeKalb will have a pavement evaluation study performed, including supplemental or revised estimates approved in connection with this Resolution, are eligible for maintenance with Motor Fuel Tax Funds during the period specified above.

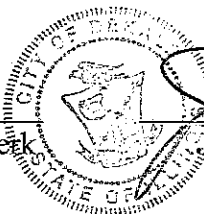
Section 3. That the City Clerk shall, as soon as practicable after the close of the period as shown above, submit to the Department of Transportation, on forms furnished by said department, a certified statement showing expenditures from and balances remaining in the account(s) for this period. The City Clerk, City Engineer and City Manager are further authorized to take all steps necessary to execute any other documentation required to authorize the utilization of Motor Fuel Tax funding for the above-referenced expenses, consistent with the then-approved budget for the City of DeKalb.

Section 4. That the City Clerk shall immediately transmit two certified copies of this Resolution to the District Office of the Department of Transportation, Ottawa, Illinois.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 28th day of April 2014 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on Consent Agenda. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Baker, O'Leary, Rey.

ATTEST:


ELIZABETH E. PEERBOOM, City Clerk




JOHN A. REY, Mayor



Illinois Department of Transportation

Division of Highways / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-0697
Telephone 815/434-6131

14-025

May 13, 2014

Received
5-19-14

Ms. Elizabeth E Peerboom
DeKalb City Clerk
200 S. Fourth Street
DeKalb, IL 60115

MFT
City of DeKalb
Section 14-00184-00-AM
Bridge Inspection

Dear Ms. Peerboom:

The resolution adopted by the City Board on April 28, 2014 appropriating the sum of \$15,000.00 of Motor Fuel Tax funds for this section was approved May 13, 2014.

This resolution provides for the pavement rating through deflection testing on various streets throughout the City of DeKalb.

If you have any questions or require additional information, please contact Donald R. Ernat at 815-434-8426.

Sincerely,

Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

By: Donald R. Ernat, P.E.
Local Roads and Streets Engineer

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cc: John Laskowski, DeKalb City Engineer
Compliance Review



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the of the Council or President and Board of Trustees City of DeKalb Illinois City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Paving rating	Various		

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of deflection testing on various streets throughout the City of Dekalb

 and shall be constructed n/a wide and be designated as Section 14-00184-00-AM

2. That there is hereby appropriated the (additional Yes No) sum of fifteen thousand Dollars (\$15,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

5/13/14
Date

Department of Transportation

Paul A. Gotsch
Regional Engineer

I, Elizabeth Peerboom Clerk in and for the City of DeKalb City, Town or Village County of DeKalb , hereby certify the

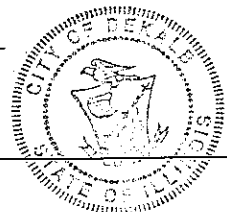
foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council

 Council or President and Board of Trustees at a meeting on April 28, 2014 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

29 day of APRIL 2014

(SEAL)
Elizabeth E. Peerboom
City, Town, or Village Clerk





Illinois Department of Transportation

Division of Highways / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-0697
Telephone 815/434-6131

May 21, 2014

Ms. Elizabeth E Peerboom
DeKalb, City Clerk
200 S, Fourth
DeKalb, IL 60115

MFT
City of DeKalb
Section 14-00184-00-AM
Engineering Agreement

Dear Ms. Peerboom:

The agreement dated April, 28, 2014, between the City of DeKalb and IMS Infrastructure Management Services, LLC, for engineering services to be performed in connection with this section was approved by the Department on May 21, 2014.

The costs for engineering services will be authorized and permitted for Motor Fuel Tax expenditures.

Sincerely,

Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

A handwritten signature in black ink, appearing to read 'Donald R. Emat'.


By: Donald R. Emat, P.E.
Local Roads and Streets Engineer

KV:ma
(s:\imp\lr\beth\AgreeApv\Ltr_DeKalb_14-00184-00-AM.docx)

cc: IMS Infrastructure Management Services, LLC Consulting Engineer
John Laskowski, DeKalb City Engineer (Attn: Michael Bauling)
Compliance Review

RECEIVED

MAY 29 2014

Municipality City of DeKalb	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name IMS Infrastructure Management Services, LLC
Township				Address 1775 Winnetka Circle
County				City Rolling Meadows
Section				State Illinois

THIS AGREEMENT is made and entered into this 28 day of April, 2014 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 14-00184-00-AM MFT Pavement Rating

Route Various Length 0.00 Mi. 0.00 FT (Structure No. _____)

Termini _____

Description:

Deflection Testing as set forth in attachment "A" for streets throughout the City designated by the LA.

Agreement Provisions

The Engineer Agrees,

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,

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 100 percent of the awarded contract cost of the proposed improvement as approved by the City of DeKalb (LA) at the unit price specified in attachment "A".
 - 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

Awarded Cost	Percentage Fees	(see note)
Under \$50,000		%
		%
		%
		%
		%

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 sublet 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:
 - a. 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.
 - b. 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.
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. 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.

It is Mutually Agreed,

1. 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.
2. 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.
3. 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.
4. 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 of the
(Municipality/Township/County)

ATTEST:

By Elizabeth E. Beerboom
DeKalb city
(Seal)



State of Illinois, acting by and through its

City Council
By John A. Flynn
Title MAYOR

Executed by the ENGINEER:

IMS Infrastructure Management Services, LLC

1775 Winnetka Circle

Rolling Meadows, IL 60008

ATTEST:

By Donald L. Smith
Title Client Services Manager

By D. Smith
Title Manager of Engineering Services

Approved

5/21/14

Date

Department of Transportation

Paul A. Witzke

Regional Engineer



IMS Infrastructure Management Services, LLC
1775 Winnetka Circle, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

April 21, 2014

City of DeKalb
223 S. Fourth Street, Suite A
DeKalb, IL 60115

Attention: Michael Bauling, Project Implementation Engineer

Reference: 2014 Deflection Testing Proposal

Dear Mr. Bauling:

IMS Infrastructure Management Services is pleased to submit our proposal to perform deflection testing on a portion of the City's street network to enhance the pavement management program implemented in 2013. The project will include deflection testing on approximately 950 non-TIF test sections that were surveyed by the Laser Road Surface Tester (RST) and included in the program for surface only analysis. This proposed project will enhance the City's pavement management program so that the entire street network (both TIF and non-TIF areas) will be evaluated using the same comprehensive analysis incorporating surface and structural test data.

The deflection testing will be performed incorporating the same methodologies used for the deflection testing in the TIF district. It will include project set-up, Dynaflect mobilization, deflection tests on each section, data processing and data load into the City's PavePRO Manager software.

IMS proposes to perform the deflection testing for a lump sum fee of \$15,000.00. It is based on the same fee schedule used for the 2013 project. Testing will be performed in spring 2014 in conjunction with other Northeast Illinois projects.

Requested documentation related to Indemnification, Insurance and Invoicing/Payments has been attached as Appendix "A".

We look forward to our continued work with the City. If you have any questions regarding this proposal, please contact our office.

Very truly yours,

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC

A handwritten signature in black ink, appearing to read 'Donald L. Hardt'. The signature is fluid and cursive.

Donald L. Hardt
Manager of Client Services

PROJECT APPROVAL – City of DeKalb, IL (2014 Deflection Testing)

This proposal is submitted in duplicate with each copy being considered as an original. Acceptance is constituted by signing and returning one copy to our office. Please check off selected services.

2014 Deflection Testing: (\$15,000.00)

ACCEPTED:

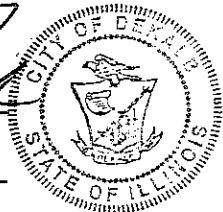
City of DeKalb

By: _____

Title: _____

Date: _____

John E. Rey
MAYOR
4/28/14



Appendix “A”

The City of DeKalb is the CLIENT.

IMS Infrastructure Management Services, LLC is the CONSULTANT.

COMPENSATION - CLIENT shall pay compensation to CONSULTANT for the Services performed as set forth in the April 10, 2014 proposal.

CONSULTANT may invoice CLIENT at least monthly and payment is due upon receipt of invoice. The Invoice shall follow the fee schedule and be based on percentage complete or other agreed upon milestones. For lump sum fees, the CONSULTANT will invoice 80% upon completion of the field work and the remaining 20% upon delivery of completed product. Documentation in the form of a project status spreadsheet shall be supplied in support of each invoice. No withholdings shall be made. CLIENT shall notify CONSULTANT in writing, at the address above, within 10 business days of the date of the invoice if CLIENT objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion.

CLIENT shall pay a finance fee/late fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 45 days or older. CLIENT agrees to pay all collection-related costs that CONSULTANT incurs, including attorney fees. CONSULTANT may suspend services for lack of timely payment.

INDEMNIFICATION – CONSULTANT shall defend, indemnify, and hold harmless CLIENT, their agents, officers, members and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by CONSULTANT’s negligent acts, errors, or omissions. The maximum amount of any claims, losses, damages, or expenses shall not exceed the value of the project. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

INSURANCE - CONSULTANT represents that it now carries, and will continue to carry the following minimum insurance applicable to the project.

<u>Type of Insurance</u>	<u>Limits Of Liability</u>
Commercial General Liability	\$1,000,000 (per occurrence)
Automobile Liability	\$1,000,000
Workers Compensation	As per applicable state law