RESOLUTION 2016-042          PASSED: APRIL 11, 2016

AWARDING A CONTRACT AND APPROVING AN ENGINEERING SERVICES AGREEMENT FOR BRIDGE AND CULVERT INSPECTION SERVICES TO HANSON PROFESSIONAL SERVICES INC. IN AN AMOUNT NOT TO EXCEED $30,000.

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

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an Engineering Services Agreement with Baxter and Woodman, Inc for the Bridge and Culvert Inspection Program, IDOT Bridge Inspection Agreement BLR 05510,” subject to such changes as shall be recommended by the City Engineer or City Attorney. Such services shall be provided at the hourly rates included therein. The total of such services is estimated to be $26,457.00, but such figure shall not be a limitation on the total expenditure. The total expenditure shall be limited by the budgeted sums available for such purposes.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 11th day of April, 2016, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Faivre, Rey. Nay: None. Absent: Baker.

ATTEST:

[Signature]

JENNIFER JEEP JOHNSON, City Clerk

[Signature]

JOHN A. REY, Mayor
May 17, 2016

Ms. Jennifer Jeep Johnson, City Clerk
City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

Municipal - MFT
City of DeKalb
Section No. 16-00000-00-GM

Dear Ms. Jeep Johnson:

The Engineering Agreement for bridge inspections for $26,457.00 was approved on May 13, 2016.

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

Sincerely,

Paul A. Loete, P.E.
Region Two Engineer

[Signature]

By: Thomas J. Magolan, P.E.
Acting Local Roads and Streets Engineer

Enclosure

cc: Michael Bauling, DeKalb Project Engineer
Compliance Review
THIS AGREEMENT is made and entered into this ___ day of ___ , 2016 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 2016 Bridge & Culvert Inspection

Route N/A Length Mi. __________ FT __________ (Structure No. ________ )

Termini

Description:
Conduct biennial bridge and culvert inspection in accordance with NBIS standards. See attachment A for locations.

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.

l. ☑ Perform bridge and culvert inspections and overload vehicle ratings in accordance with Attachment A.

(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 in accordance with Attachment B, 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:

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

      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 payroll, 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 Attachment A paragraphs 1a through 1g 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 Attachment B, 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 (Municipality/Township/County) of the
State of Illinois, acting by and through its

Clerk

ATTEST:
By

(Seal)

(Seal)

B. Key

Title Mayor

Executed by the ENGINEER:

Hanson Professional Services Inc

6775 Fincham Dr.

Rockford, IL 61108

By

Title Regional Vice President

ATTEST:
By

Title Partner

Approved

5/13/2010
Date
Department of Transportation

Regional Engineer
Attachment A – Scope of Services

Hanson Project No. 16L0015

Effective Date: 3/28/16

Project Description:

NBIS bridge and culvert inspections for the following structures:

Group 1 - Current NBIS Structures

SN 019-4706 – Peace Road over Union Pacific Railroad
SN 019-6000 – N. First Street over S. Branch of Kishwaukee River
SN 019-6001 – Hillcrest Drive over S. Branch of Kishwaukee River
SN 019-6002 – Lucinda Avenue over S. Branch of Kishwaukee River
SN 019-6005 – Taylor Street over S. Branch of Kishwaukee River
SN 019-6006 – Annie Glidden Road over Unnamed Tributary
SN 019-6106 – Fairview Drive over S. Branch of Kishwaukee River

Group 2 - Non-NBIS Culverts anticipated to be changed to NBIS Structures

Culvert C002 – Annie Glidden Road between Lincoln and Crane over Watson Creek
Culvert C006 – Devonaire Parkway over Connecting Detention Ponds

Group 3 - Non-NBIS Culverts

C001 – Meadow Trail over Connecting Detention Ponds
C002 – Anticipated to be changed to NBIS Structure
C003 – Lucinda Drive east of Rook Store over Watson Creek
C004 – Knolls Ave west of S. Malta Road over Creek
C005 – Devonaire Subdivision to Knolls Subdivision over Connecting Detention Ponds
C006 – Anticipated to be changed to NBIS Structure
C007 – S. First Street north of Harvastone Drive over Creek
C008 – S. First Street west of Corporate Drive over Creek
C009 – S. First Street south of Harvastone Drive over Creek
C010 – Bethany Road Pipe Arches

Maximum permit vehicle load determinations for the following structures:

SN 019-4706 – Peace Road over Union Pacific Railroad
*SN 019-6001 – Hillcrest Drive over S. Branch of Kishwaukee River
SN 019-6002 – Lucinda Avenue over S. Branch of Kishwaukee River
SN 019-6005 – Taylor Street over S. Branch of Kishwaukee River
*SN 019-6006 – Annie Glidden Road over Unnamed Tributary
SN 019-6106 – Fairview Drive over S. Branch of Kishwaukee River
*Culvert C002 – Annie Glidden Road between Lincoln and Crane over Watson Creek
*Culvert C006 – Devonaire Parkway over Connecting Detention Ponds
*SN 019-6107 – Bethany Road over S. Branch of Kishwaukee River

*Denotes structures for which no previous ratings have been performed.
Services:

The Scope of Services to be provided is limited to the following:

Group 1 Structures

1. Review existing structure plans and previous photos and inspection reports.
2. Review the City's Bridge Files and update Bridge File Checklists, if required.
3. Perform bridge inspections.
4. Prepare Routine Bridge Inspection Report (IDOT Form BBS-BIR) and submit to the City and IDOT.
5. Update Master Structure Report (IDOT Form S-107), if required, and submit to the City and IDOT.
6. Prepare Bridge Photos and submit to the City.
7. Prepare a List of Recommended Repairs and submit to the City.
8. Prepare a Checklist of Items for the City to periodically inspect.
10. Perform or update overload permit rating calculations and submit overload permit diagrams to the City.

Group 2 Structures

1. Confirm culverts need to be identified and documented as NBIS Structures. If not, the scope of services for these culverts will be the same as for Group 3 Structures.
2. Review existing structure plans and previous photos and inspection reports, if available.
3. Help the City set up Bridge Files and create Bridge File Checklists.
4. Perform bridge inspections.
5. Prepare Inventory / Status Initial Report (IDOT Form S-105-I) and submit to the City and IDOT.
6. Prepare Route / Construction Information Initial Report (IDOT Form S-111-1) and submit to the City and IDOT.
7. Prepare Routine Bridge Inspection Report (IDOT Form BBS-BIR) and submit to the City and IDOT.
8. Prepare Bridge Photos and submit to the City.
9. Prepare and submit the Scour Critical Evaluation Coding Report to the City and IDOT.
10. Prepare a List of Recommended Repairs and submit to the City.
11. Prepare a Checklist of Items for the City to periodically inspect.
13. Perform overload permit rating calculations and submit overload permit diagrams to the City.

Group 3 Structures

1. Confirm culverts do not need to be identified and documented as NBIS Structures.
2. Review existing structure plans and previous photos and inspection reports, if available.
3. Help the City set up Bridge Files.
4. Performing culvert inspections.
5. Prepare Routine Bridge Inspection Report (IDOT Form BBS-BIR) and submit to the City.
6. Prepare Bridge Photos and submit to the City.
7. Prepare a List of Recommended Repairs and submit to the City.
8. Prepare a Checklist of Items for the City to periodically inspect.
9. Create an Excel Spreadsheet to document the culverts condition (ratings and miscellaneous data) and recommended inspection frequencies and dates.
Project Schedule:

1. Bridge SN 019-6005, Culvert C002, and Culvert C006 will be inspected during the month of June 2016.
2. Bridges SN 019-4706, SN 019-6001, SN 019-6002 and SN 019-6006 will be inspected during the month of July 2016.
3. Bridges SN 019-6106 and SN 019-6000 will be inspected during the month of September, 2016.
4. The inspection of the Group 3 Structures will be intermixed during the June, July and September 2016 inspections as time allows.

Assumptions:

1. The City will provide Hanson with drawings for all NBIS structures.
2. The City will provide all necessary traffic control to perform inspections, if required.
3. The City will secure all right-of-entry permits and flaggers, if required, from the U.P. Railroad.
4. The Peace Road Bridge can be accessed from below using a standard 16' ladder and binoculars.
5. Overload permit ratings calculations will not be performed for SN 019-6000 (N. First Street over S. Branch of Kishwaukee River) since it currently has load postings.
6. SN 019-6107 will not be inspected, but overload rating calculations will be performed.
Attachment B – Charges for Services

Hanson Project No. 16L0015

Effective Date: 3/28/16

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 2.95. Truck usage will be billed at $0.60 per mile. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

As shown in Attachment C, the total cost to accomplish the Scope of Services for this project will be $26,457. Hanson agrees not to exceed $26,457 without prior Client approval.
### BASIC FEE COST ESTIMATE SUMMARY

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<th>Task</th>
<th>Hours</th>
<th>Labor</th>
<th>Expenses</th>
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DeKalb Bridge Inspections and Load Ratings
Hanson Project No. 16L0015P

16L0015_Attach_C_Mahours
### ATTACHMENT C
#### BASIC FEE COST ESTIMATE

**Labor Multiplier:** 2.95

| Task Descriptions                  | Eng-Sk III | Eng-Sk II | Eng-Sk IV | Eng-Sk V | Eng-Sk VI | Eng-Sk VII | Tech III | Tech IV | Tech V | Tech VI | Admin IV | Total Hours | Labor Costs | Expenses | Subcontract Services | Total Costs |
|------------------------------------|------------|-----------|-----------|----------|-----------|------------|----------|---------|--------|---------|----------|-----------|-------------|------------|---------|---------------------|-------------|
| **Project start-up and management** | 1          | 6         |           | 7        | $1,310    | $1,310     |          |         |        |         |          | $339      | $697        |          |         |                    |             |
| **Obtain and review available inspection reports, checklists, drawings, etc.** | 4          |           | 4         | $632     | $65       |           | $65      |         |        |         |          | $339      | $697        |          |         |                    |             |
| **Day 1 - June 2016**              |            |           |           |          |           |            |          |         |        |         |          |           |             |         |         |                    |             |
| **Field**                          |            |           |           |          |           |            |          |         |        |         |          |           |             |         |         |                    |             |
| SN 019-6005 (Taylor St.)           | 3          | 3         | $474      | $65      | $65       | $339      | $697     |         |        |         |          |           |             |         |         |                    |             |
| Culverts C002 (Annise Glidden) and C006 (Devonaire) | 3          | 5         | $791      |          |           | $791      | $339     | $697    |        |         |          |           |             |         |         |                    |             |
| **Office**                         |            |           |           |          |           |            |          |         |        |         |          |           |             |         |         |                    |             |
| Process photos                     | 3          | 3         | $474      |          |           | $474      |          |         |        |         |          |           |             |         |         |                    |             |
| Create Bridge File Checklists (C002 and C006) | 2          | 2         | $316      |          |           | $316      |          |         |        |         |          |           |             |         |         |                    |             |
| Create Initial Forms S-105-1 and S-111-1 (C002 and C006) | 4          | 4         | $632      |          |           | $632      |          |         |        |         |          |           |             |         |         |                    |             |
| Prepare Routine Inspection Form BDS-DIR (all structures) | 1.5        | 2         | $237      |          |           | $237      |          |         |        |         |          |           |             |         |         |                    |             |
| Update Master Structure Report S-107 (019-6005) | 1          | 1         | $158      |          |           | $158      |          |         |        |         |          |           |             |         |         |                    |             |
| Prepare Scour Critical Evaluation Report (C002 and C006) | 0.5        | 1         | $79       |          |           | $79       |          |         |        |         |          |           |             |         |         |                    |             |
| Identify recommended repairs and checklist for periodic inspection | 4          | 4         | $632      |          |           | $632      |          |         |        |         |          |           |             |         |         |                    |             |
| QC/QA                             | 1.5        | 0.5       | 2         | $258     |          |           |          |         |        |         |          |           |             |         |         |                    |             |
| **Day 2 - July 2016**              |            |           |           |          |           |            |          |         |        |         |          |           |             |         |         |                    |             |
| **Field**                          |            |           |           |          |           |            |          |         |        |         |          |           |             |         |         |                    |             |
| SN's 019-4706 (Peaks), 6001 (Hillcrest), 6002 (Lucinda), and 6006 (Annise Glidden) | 8          | 14        | $1,853    | $130     | $130      | $1,983    |          |         |        |         |          |           |             |         |         |                    |             |
| **Office**                         |            |           |           |          |           |            |          |         |        |         |          |           |             |         |         |                    |             |
| Process photos                     | 4          | 4         | $632      |          |           | $632      |          |         |        |         |          |           |             |         |         |                    |             |
| Prepare Routine Inspection Form BDS-DIR (all structures) | 2          | 2         | $316      |          |           | $316      |          |         |        |         |          |           |             |         |         |                    |             |
| Update Master Structure Report S-107 (all structures) | 1          | 1         | $158      |          |           | $158      |          |         |        |         |          |           |             |         |         |                    |             |
| Identify recommended repairs and checklist for periodic inspection | 5          | 5         | $791      |          |           | $791      |          |         |        |         |          |           |             |         |         |                    |             |
| QC/QA                             | 1.5        | 0.5       | 2         | $258     |          |           |          |         |        |         |          |           |             |         |         |                    |             |

16L0013_Attch C_Mahours
## ATTACHMENT C

### BASIC FEE COST ESTIMATE

**Labor Multiplier = 2.95**

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10L0015_Attach C_Mahours
## ATTACHMENT C
### BASIC FEE COST ESTIMATE

Labor Multiplier = 2.55

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<td>Permit Vehicle Ratings</td>
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