AUTHORIZING A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX WITH INFRASTRUCTURE MANAGEMENT SERVICES IN THE AMOUNT OF $35,000 TO EVALUATE THE PAVEMENT ON CITY STREETS.

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 Thirty-Five Thousand and 00/100 dollars ($35,000) 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 15-00187-00-AM, from January 1, 2015 to December 31, 2015.

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 27th day of July, 2015 and approved by me as Mayor on the same day. Passed by a roll call vote of 8-0. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O’Leary, Rey. Nay: None. Absent: None.

ATTEST:

JENNIFER JEELP JOHNSON, City Clerk  
JOHN A. REY, Mayor
BE IT RESOLVED, by the Council of the City of DeKalb Illinois that the following described street(s) be improved under the Illinois Highway Code:

<table>
<thead>
<tr>
<th>Name of Thoroughfare</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paving Rating</td>
<td>Various</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Surface testing on various streets throughout the City of DeKalb.

and shall be constructed N/A wide and be designated as Section 15-00187-00-AM

2. That there is hereby appropriated the (additional □ Yes □ No) sum of Thirty Five Thousand Dollars ($35,000.00) 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,

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

I, Jennifer Jeep Johnson 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 at a meeting on July 27, 2015

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of August, 2015

(SEAL)

Date

Regional Engineer

Printed 8/7/2015

BLR 09111 (Rev. 11/06)
August 18, 2015

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

MFT
City of DeKalb
Section No. 15-00187-00-AM

Dear Ms. Jeep-Johnson:

The resolution adopted by the City Council of DeKalb on July 27, 2015 appropriating $35,000.00 of Motor Fuel Tax funds for this section was approved on August 18, 2015.

This resolution provides for surface testing on various streets throughout the City of DeKalb.

*NOTE:* Approval of this resolution does not authorize expenditure of MFT funds. Proper documentation must be received by our office prior to paying any bills out of the MFT account.

If you have any questions, please contact Steve Chery at (815) 434-8514.

Sincerely,

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

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

cc: Michael Bauling, Project Implementation Engineer, City of DeKalb
Compliance Review
STATE OF ILLINOIS   )
COUNTY OF DEKALB ) SS
CITY OF DEKALB    )

I, JULIE ABRAHAM, do hereby certify that I am the Deputy City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.

I do further certify that the attached are true and correct copies of:

RESOLUTION 2015-091

AUTHORIZING A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX WITH INFRASTRUCTURE MANAGEMENT SERVICES IN THE AMOUNT OF $35,000 TO EVALUATE THE PAVEMENT ON CITY STREETS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois on the 27th day of July, 2015 and the original is now on file in my office.

WITNESS my hand and the official seal of said City this 4th day of August, 2015.

JULIE ABRAHAM, Deputy City Clerk
THIS AGREEMENT is made and entered into this 28 day of July, 2015 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** 15-00187-00-AM MFT Pavement Rating

**Route** Various  **Length** 0.00  **Mi.** 0.00  **FT**  (Structure No. ____________ )

**Termini**

**Description:**
Surface condition survey testing for streets throughout the City.

**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
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:

<table>
<thead>
<tr>
<th>Awarded Cost</th>
<th>Percentage Fees (see note)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $50,000</td>
<td>%</td>
</tr>
</tbody>
</table>

   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)

State of Illinois, acting by and through its

By ____________________________
(Seal)

ATTEST:

By ______________________________________

Executed by the ENGINEER:

IMS Infrastructure Management Services

1775 Winnetka Circle

Rolling Meadows, Illinois

By ______________________________________

Title ________________________________________________________________________

Title ________________________________________________________________________

By ______________________________________

Title ________________________________________________________________________

Title ________________________________________________________________________

Approved

Dale

Regional Engineer

Printed 8/7/2015

Page 4 of 4

BLR 05510 (Rev. 11/06)
July 20, 2015

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

Attention: John Laskowski, P.E., Assistant Public Works Director
Reference: Revised 2015 Pavement Management Update

Dear Mr. Laskowski:

IMS Infrastructure Management Services is pleased to submit our proposal to update the City’s pavement management program. The project will include testing the City’s entire street system, both TIF and non-TIF sections. Network level testing using the block-to-block referencing established during the previous survey will be performed on approximately 1,120 test sections of pavement designated by the City. The field investigation will include a Laser RST surface condition survey, GPS referencing and a review of environmental and external factors. Digital images will be provided at 25’ intervals. IMS will install the current version of the PavePRO Manager software with the updated field data. The pavement management software will be linked to the City’s GIS.

The proposed update will ensure that the City’s pavement management program is complete and accurately reflects current conditions. It will also provide information on the benefits of the rehabilitation strategies used by the City. This street information can be used to meet many of the reporting requirements of the GASB 34 “modified approach”.

A description of the elements of the proposed update program with corresponding cost summary is set forth on the following pages. Pricing is based on the same unit prices used for the 2012 contract. MFT funds can be used for IMS pavement management programs. We will assist the City in preparing the IDOT engineering agreement and expediting the approval from Local Roads if needed.

We look forward to our continued work with the City of DeKalb. If you have any questions regarding this proposal or new IMS services, please feel free to contact our office.

Very truly yours,

IMS INFRASTRUCTURE MANAGEMENT SERVICES

Donald L. Hardt
Manager of Client Services
PAVEMENT MANAGEMENT UPDATE PROJECT APPROACH

**Surface Condition Survey**

Surveys are completed using the Road Surface Tester (RST). The City will receive a continuous, objective, and accurate survey of the surface condition of the street network. Retests will be performed using previous sectioning wherever possible. These network-level surveys with intersection-to-intersection test sections will be linked to the City’s GIS. The RST provides a great deal of flexibility and can easily adjust test section lengths to meet previously established test sections and/or any revised City goals. Single-direction testing will be performed on the two-lane streets. Two-direction testing will be used on divided streets and arterials and collectors with four or more lanes of traffic. The surface condition survey is conducted continuously over the entire length of the test section and is not based on sample sections. The information gathered in this survey includes inventory, roughness, rut depth, cracking, texture and distress. The effects of environmental conditions will be considered in conjunction with the surface condition survey.

The presence of any failed or broken concrete slabs within a test section will be recorded and used by PavePRO Manager software to give the City an option to address individual slab removal and replacement as a maintenance/rehabilitation strategy for concrete pavements.

**GIS and Pavement Management**

IMS will provide a link between the City’s GIS program and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most any of the data in the pavement management program. The City can use the query function of its mapping program to display the pavement management data. It may also be possible to use its mapping program to make queries of other infrastructure plans in conjunction with their street rehabilitation plans to determine if conflicts exist between plans. The future addition of ROW assets would also be linked to the GIS and entered in the asset management software. To most effectively maintain this link, IMS will require a copy of the City’s current electronic centerline map prior to field data collection activities.

**Digital Images**

In conjunction with the surface condition survey, each test section is recorded on GPS referenced digital videotape with forward and rearward directed video cameras and used as part of IMS’ Quality Control and Quality Assurance procedures. Additional cameras can be used to expand the viewing area or include features of special interest to the City. IMS will provide digital images with one view at 25’ intervals for...
viewing in PavePRO Manager and/or through the City’s GIS. Many agencies find these images valuable as a “point-in-time” record of their roads and as a source of information for a variety of engineering, legal/investigative, and administrative uses. They can also be beneficial in assessing damage from a natural disaster or unforeseen event.

The PavePRO Manager software includes an image module. This enhancement allows for the attachment of digital images to each test section. The City can then access all the pavement management data from a selected block and view multiple digital images for the identified section on his/her computer monitor. The digital images will be captured directly from the continuous video performed as part of the RST survey, but can be expanded to include images generated from a City-owned digital camera, and/or result from scanned photos or drawings.

IMS uses an automated image capture process that is cost effective and provides for a user-defined frequency for the number of pictures per section.

**Pavement Management Software Implementation and Optional Training**

IMS will provide the current version of PavePRO Manager software fully loaded with IMS collected field data. Any City condition data and maintenance histories can be added. The software will be installed on the City’s computer network. Since the software is provided with a site license, it can be used on laptops, field computers or by other departments at no additional charge. The software provides information on existing conditions, future performance, viable maintenance and rehabilitation strategies, optimization, schedules, budgets and multiyear programs. The program is kept current by City staff through input of rehabilitation activities.

**Project Timing**

The data collection phase of the proposed update program including the RST survey will be completed within a two week period. Data processing, GIS linkage, and digital images will immediately follow the fieldwork. The current version of PavePRO Manager software with updated test results will be delivered within 45 days of completion of the field testing. The data collection will be done during late summer/early fall in conjunction with other Chicago Metro area agencies.
COST SUMMARY

IMS has developed the following pavement management cost summary for your review. Our estimate is based on 1,120 test sections (1,400 TIF and non TIF sections less 279 test sections designated as FAU routes.)

Pavement Management Update – ALL Streets (TIF and Non TIF) - Surface Condition Survey Only

with GIS Linkage and Digital Images

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Initiation</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Network Referencing</td>
<td>1</td>
<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Field Surveys</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RST Mobilization and Calibration</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>RST Surface Condition Survey</td>
<td>1,120</td>
<td>Section</td>
<td>$13.00</td>
<td>$14,560.00</td>
</tr>
<tr>
<td>Pavement Width Confirmation</td>
<td>1,120</td>
<td>Section</td>
<td>$1.00</td>
<td>$1,120.00</td>
</tr>
<tr>
<td><strong>Data Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Processing</td>
<td>1,120</td>
<td>Section</td>
<td>$2.00</td>
<td>$2,240.00</td>
</tr>
<tr>
<td>GIS Linkage</td>
<td>1,120</td>
<td>Section</td>
<td>$2.50</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Digital Images (1 view @ 25' intervals)</td>
<td>1,120</td>
<td>Section</td>
<td>$1.30</td>
<td>$1,456.00</td>
</tr>
<tr>
<td>PavePRO Software</td>
<td>1</td>
<td>LS</td>
<td>No Charge</td>
<td>No Charge</td>
</tr>
<tr>
<td>PavePRO Software Maintenance and Support</td>
<td>1</td>
<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>1</td>
<td>LS</td>
<td>$2,492.00</td>
<td>$2,492.00</td>
</tr>
</tbody>
</table>

**Pavement Management Update Total** $30,168.00

Services are provided on a unit-price basis and the City will be charged only for the actual number of street sections tested or assets extracted and included in the database. The fee schedule is submitted with the assumption that the City of DeKalb will provide or assist IMS with the following information and services:

- Street list and GIS centerline file of roads to be surveyed complete with functional classifications.
- Notification and coordination with other departments or agencies, if necessary.
PROJECT APPROVAL – CITY OF DEKALB, IL

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 approved services.

APPROVED SERVICES

☑ Pavement Management Update – $30,168.00

ACCEPTED:
City of DeKalb

Signature: [Signature]
Printed Name: [Printed Name]
Title: Mayor
Date: 7/27/2015
August 25, 2015

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

MFT
City of DeKalb
Section No. 15-00187-00-AM
Engineering Agreement

Dear Ms. Johnson:

The agreement dated July 28, 2015 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 August 25, 2015.

The costs for engineering services are permitted for Motor Fuel Tax funds and will be authorized upon receipt of a Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 09150).

The city's file copy of the agreement is attached.

Sincerely,

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

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

Enclosure

cc: IMS Infrastructure Management Services, LLC
Michael Bauling, Project Implementation Engineer, City of DeKalb
Compliance Review