


Municipality City of Aurora	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Alfred Benesch & Company
Township Various				Address 1230 East Diehl Road. Suite 109
County DuPage/Kane				City Naperville
Section 19-00326-00-B1				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 2019-2020 Bridge Inspection Program

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

Termini \_\_\_\_\_

Description:  
2019-2020 Bridge Inspection Program

### 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.  See attached scope of work in Exhibit 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~~ negligent errors are found in plans or surveys 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. Notwithstanding the foregoing, such documents and data are not intended or presented to be suitable for reuse by the LA or the DEPARTMENT on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at the LA or the DEPARTMENT's sole risk and without liability or legal exposure to ENGINEER.
- (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, 1l, 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

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

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

- c.  To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

DLM = (2.85+R)DL + DC (See attached Exhibit B for the estimated total cost.)

Where: DL = Direct Labor  
 DC = Direct Costs  
 R = Complexity Factor

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j, 1k & 1l 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 & 1l. 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.~~

ENGINEER shall submit monthly invoices for all services under this AGREEMENT and a final invoice upon completion of services. Invoices are due and payable within 30 days of LA's receipt of ENGINEER's undisputed invoice. In the event of a disputed or contested invoice, the LA will promptly notify ENGINEER of the reason for such dispute or contest, and LA will pay ENGINEER the undisputed portion. If LA fails to make payment in full to ENGINEER within sixty (60) days after the date of the undisputed invoice, ENGINEER may, after giving seven (7) days' written notice to LA, suspend services under this AGREEMENT until paid in full. ENGINEER shall have no liability for delays or damages caused by such suspension of services. LA agrees to pay all costs of collection, including reasonable attorney's fees, incurred by ENGINEER as a result of LA's failure to make payments in accordance with this AGREEMENT.

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.

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**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. use. Notwithstanding the foregoing, such documents and data are not intended or presented to be suitable for reuse by the LA or the DEPARTMENT on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at the LA or the DEPARTMENT's sole risk and without liability or legal exposure to ENGINEER.
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.
5. The ENGINEER shall furnish the LA a certificate of insurance upon request showing amounts and types of insurance carried by ENGINEER, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by ENGINEER under this AGREEMENT it will give the LA notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.
6. LA and ENGINEER agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.
7. The LA and ENGINEER agree that, to the fullest extent permitted by law, ENGINEER's total liability to the LA is limited to the amount paid under the contract or the proceeds of available insurance, whichever is greater, this being the LA's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, ENGINEER's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
8. The LA and ENGINEER expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this Agreement. ENGINEER accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.
9. This AGREEMENT is to be governed by the laws of the jurisdiction of the State of Illinois.

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:

\_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST: State of Illinois, acting by and through its

By \_\_\_\_\_  
\_\_\_\_\_  
Clerk  
(Seal)

By \_\_\_\_\_  
\_\_\_\_\_  
Title

Executed by the ENGINEER:

Alfred Benesch & Company

1230 East Diehl Road, Suite 109

ATTEST: Naperville, IL 60563

By Mossam Abdou  
Title Sr. Vice President

By E. Gallagher  
Title Sr. Vice President

**Approved**

\_\_\_\_\_  
Date  
Department of Transportation

\_\_\_\_\_  
Regional Engineer

**EXHIBIT A**  
**Scope of Work**

# City of Aurora

## 2019-2020 Bridge Inspection Program

### Scope of Work

Alfred Benesch & Company (Benesch) will provide NBIS Routine, Special and Element Level Inspections as well as on-call services as Consultant Program Manager for the City of Aurora (City), Illinois. The following outlines the scope, schedule and cost required to successfully complete the project.

#### 1.0 General Assumptions and Understanding

- The inspections will be performed in accordance with the National Bridge Inspection Standards (NBIS), Structure Information and Procedure Manual (IDOT), and Manual of Bridge Evaluation (AASHTO).
- The City will provide Benesch with any available existing plans for the bridges that we don't already have.
- All inspections will be performed in the daytime. No night inspections anticipated nor included in this proposal.
- Traffic control for a full closure at High St. (SN 045-6017) will be required, the City will provide a detour plan. No other lane/shoulder closures will be required nor included in this proposal.
- The use and rental of a bucket van is required for several bridges with tall substructure units. The use and rental of a snooper truck is required for one bridge (SN 045-6017). No other special equipment rental is anticipated nor included in this proposal.
- Detailed measurements of distressed areas of the superstructure or substructure required for the development of contract documents (PS&E) are not included in this proposal.
- NBIS Fracture Critical and Underwater Inspections are not required nor included in this proposal.
- Several bridges are on the National Highway System, therefore Element Level Inspection is required and included in this proposal.
- Bridge repair recommendations will include planning level cost estimates.
- Costs are included for BNSF railroad Right of Entry (ROE) permits, insurance and flagger services.

#### 2.0 NBIS Bridge Inspections

The bridge inspection will involve a close visual inspection of the entire structure and include digital photographs of both sound and deteriorated areas. Underside inspection of bridges over water will be performed from the banks and with the use of the Benesch owned raft or waders. Benesch will prepare and submit all applicable IDOT inspection forms including BBS-BIR, BBS-ELI, S-105, S-111 and S-114. Benesch will also prepare and submit to the City a Bridge Inspection Report including color photographs, findings and a summary of repair recommendations including planning level cost estimates.

See the list of bridges Benesch will perform Inspections on at the end of this Scope of Work.

### **3.0 On-Call Program Manager Services**

Benesch will provide on-call engineering services for the bridges on an as needed basis. The scope for these services is unknown at this time and not included in this proposal but can be provided and negotiated upon request.

### **4.0 Quality Control**

- Benesch will adhere to their Quality Control Plan developed for IDOT project work.
- Inspection forms and reports will be reviewed for quality prior to submittal.

### **5.0 Administration and Coordination**

- Coordination meetings and discussions will be held via conference call and e-mail as required.
- Normal accounting and reporting procedures will be conducted.

### **SCHEDULE**

For all bridge inspection types except for NBIS Special Inspections, the City bridges will be inspected within the month they are due. NBIS Special Inspections will be performed on or before the day they are due. Per IDOT requirements, Benesch will submit the forms to IDOT within 90 days after the inspection start date. An annual report for all the bridges inspected during that year will be submitted in PDF format to the City.

The duration of this contract will be until December 31, 2020.

### **COST**

See attached breakdown. Additional services not outlined above or modifications to the agreement, including associated costs, shall be in writing and signed by both parties prior to beginning the work.



Notice to Proceed: January 1, 2019

	"Structure No."	"Facility Carried"	"Facility Crossed"	"Inspection Interval (months)"	Planned Inspection Season	Inspection Type	"Next Inspection"
1	022-0029	E. New York St.	EJ&E RR (CN)	24	Spring 2019	R	5/1/2019
2	045-6015	Montgomery Rd.	Waubonsie Creek	6	Spring 2019	SI (1st Inspection)	5/1/2019
3	045-6017	High St.	BN RR & Indian Creek	24	Spring 2019	R	5/1/2019
4	045-6052	Farnsworth Ave.	BN RR	24	Spring 2019	R, ELI	5/1/2019
5	045-9942	Ohio St.	BN RR & Indian Creek	24	Spring 2019	R	5/1/2019
6	022-6016	Eola Rd.	Waubonsie Creek	24	Fall 2019	R	9/1/2019
7	045-0012	New York St.	Fox River	24	Fall 2019	R	9/1/2019
8	045-0056	Galena Blvd.	Fox River, W. Channel	24	Fall 2019	R	9/1/2019
9	045-0057	Galena Blvd.	Fox River, E. Channel	24	Fall 2019	R	9/1/2019
10	045-3088	Indian Trail Rd.	Fox River, W. Channel	24	Fall 2019	R, ELI	9/1/2019
11	045-3089	Indian Trail Rd.	Fox River, E. Channel	24	Fall 2019	R, ELI	9/1/2019
12	045-6000	Benton St.	Fox River, E. Channel	24	Fall 2019	R	9/1/2019
13	045-6001	Benton St.	Fox River, W. Channel	24	Fall 2019	R	9/1/2019
14	045-6002	North Ave.	Fox River	24	Fall 2019	R	9/1/2019
15	045-6008	Illinois Ave.	Fox River, E. Channel	48	Fall 2019	R	9/1/2019
16	045-6009	Illinois Ave.	Fox River, W. Channel	48	Fall 2019	R	9/1/2019
17	045-6011	Farnsworth Ave.	Indian Creek	24	Fall 2019	SI (1st Inspection)	9/1/2019
18	045-6013	Waterford Dr.	Waubonsie Creek	24	Fall 2019	R	9/1/2019
19	045-6015	Montgomery Rd.	Waubonsie Creek	6	Fall 2019	R, SI (2nd Inspection)	9/1/2019
20	045-6018	Sullivan Rd.	Fox River	24	Fall 2019	R	9/1/2019
21	045-6022	Wood St.	BN RR & Indian Creek	24	Fall 2019	R	9/1/2019
22	045-6015	Montgomery Rd.	Waubonsie Creek	6	Spring 2020	SI (3rd Inspection)	5/1/2020
23	022-6952	Station Blvd.	Waubonsie Creek	24	Fall 2020	R	9/1/2020
24	045-3064	Molitor Ave.	Indian Creek	24	Fall 2020	R	9/1/2020
25	045-3138	Farnsworth Ave.	Waubonsie Creek	24	Fall 2020	R	9/1/2020
26	045-6010	Farnsworth Ave.	Indian Creek	24	Fall 2020	R, ELI	9/1/2020
27	045-6011	Farnsworth Ave.	Indian Creek	24	Fall 2020	R, ELI & SI (2nd Inspection)	9/1/2020
28	045-6014	Marshall Blvd.	Indian Creek	24	Fall 2020	R	9/1/2020
29	045-6015	Montgomery Rd.	Waubonsie Creek	6	Fall 2020	R & SI (4th Inspection)	9/1/2020
30	045-6016	Indian Trail Rd.	Indian Creek	48	Fall 2020	R	9/1/2020
31	045-6027	Farnsworth Ave.	Indian Creek	24	Fall 2020	R, ELI	9/1/2020
32	045-6053	Sheffer Rd.	Indian Creek	24	Fall 2020	R	9/1/2020
33	045-6005	Downer Pl.	Fox River, E. Channel	48	Fall 2021	R; not in 2019-2020 Inspection Season	9/1/2021
34	045-6006	Downer Pl.	Fox River, W. Channel	48	Fall 2021	R; not in 2019-2020 Inspection Season	9/1/2021
35	045-3075	Reckinger Rd.	Indian Creek	48	Fall 2022	R; not in 2019-2020 Inspection Season	9/1/2022

Legend:

R: Routine Inspection      ELI: Element Level Inspection      SI: Special Inspection



**EXHIBIT B**

**Estimated Total Cost  
with  
Summary of Direct Costs**



Payroll Escalation Table  
Fixed Raises  
DLM 2.85

FIRM NAME Alfred Benesch & Co.  
PRIME/SUPPLEMENT Prime

DATE 12/19/18  
PTB NO. \_\_\_\_\_

CONTRACT TERM 24 MONTHS  
START DATE 1/1/2019  
RAISE DATE 1/2/2019

OVERHEAD RATE 166.65%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

1/1/2019 - 1/2/2019

1/3/2019 - 1/2/2020

1/3/2020 - 1/2/2021

0  
24

12  
24

12  
24

= 0.00%  
= 1.0455

51.50%

53.05%

**The total escalation for this project would be:**

**4.55%**







**City of Aurora, IL**  
**Bridge Inspection 2019-2020**  
**Summary of Direct Cost**

	<b>Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>	<b>Comment</b>
1	Traffic Control	1	\$1,000	\$1,000	High Street Closure
2	Vehicle Days	10	\$65	\$650	Over two years
3	Bucket Van Days	0	\$350	\$0	
4	Bucket Truck Days	1	\$450	\$450	One day for inspection of tall piers and bearings of three bridges over railroad
5	Lift Rental	0	\$1,000	\$0	
6	Snooper Rental	1	\$6,000	\$6,000	
7	Boat Rental	0	\$200	\$0	
8	Railroad Permits	4	\$2,875	\$11,500	Application, permit and RRPLI fees (\$725 for RRPLI is an estimate at this time)
9	Railroad Flaggers	2	\$950	\$1,900	
10	Prints	0	\$25	\$0	
11	Mailing	0	\$50	\$0	
				<b>\$21,500</b>	