



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	South Street Bridge Replacement		
Presenter & Title:	Brian L. Schiber, P.E. ADPW/City Engineer		
Date:	August 14, 2019		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
<input type="checkbox"/>	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: N/A			
Estimated Cost: \$27,940	Budgeted? _____	Other _____	_____ X Yes
	Yes _____	Funding? _____	_____ No
	No _____	X	
<i>If "Other Funding," please explain how the item will be funded: Reserves</i>			
Executive Summary:			
<p>On Monday August 5, 2019, the City PW Staff noticed the formation of a sinkhole in the South Street pavement in the middle of the bridge spanning the concrete lined ditch. The following day PW staff televised the underside of the bridge and determined that the bridge deck had significant deteriorations. We then sought proposals from structural engineers to assist us with making a determination on the severity of the bridge deck and recommendations on repairs. Based on an August 9 meeting with V3 at the site it was determined that the bridge deck had deteriorated to the point where it could no longer serve as a truck route and the road was closed to traffic.</p> <p>The City has contracted with V3 in the past with our 3rd Street parking garage third floor addition and they did a great job for us. V3 has the capabilities to provide structural design/build services, so in an effort to expedite the bridge deck repairs we sought and received the attached proposal (part 1) @ \$27,940 for the design/permitting services necessary to get this repair under construction. Staff would request up to an additional 10% in contingencies. A part 2 proposal would follow to cover the construction management. It is estimated that the whole repair cost, including design/permitting/construction management and construction will be less than \$110,000.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • V3 Consulting – “Emergency Superstructure Replacement Proposal – Part 1” • Resolution Authorizing Execution of a Contract with V3 Consulting 			

Voting Requirements:
<i>This motion requires __6_ affirmative votes for passage.</i>
<i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>
Staff recommends acceptance of the V3 “Emergency Superstructure Replacement Proposal – Part 1” by the City Council at the September 3, 2019 meeting.

RESOLUTION NO. 2019-75

**RESOLUTION AUTHORIZING EXECUTION OF
Contract with V3 Consulting for the “Emergency Superstructure Replacement Proposal – Part
1” Design/Permitting Services for the South Street Bridge Repair Project**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Administrator is hereby authorized to execute the contract, attached as Exhibit “A”, on behalf of the City of Geneva for the “Emergency Superstructure Replacement Proposal – Part 1” design/permitting services with V3 Consulting as it relates to the South Street Bridge Repair Project for an amount of \$27,940 plus 10% contingencies.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 3rd day of September , 2019

AYES: **NAYS:** **ABSENT:** **ABSTAINING:** **HOLDING OFFICE:**

Approved by me this 3rd day of September , 2019.

Mayor

ATTEST:

City Clerk



August 12, 2019

Mr. Rich Babica
 Director of Public Works
 City of Geneva – Public Works Department
 1800 South Street
 Geneva, IL 60134-2547

RE: South Street Bridge | Emergency Superstructure Replacement Proposal – Part 1

Dear Mr. Babica,

V3 Companies is pleased to assist the City of Geneva with the emergency superstructure replacement of the bridge on South Street between Southampton Drive and Burgess Road. This is Part 1 of a 2-part design-build proposal to provide the necessary scope of services. This portion of the proposal covers the design and permitting services. Part 2, which will cover the construction services, will be submitted once the design is complete enough to prepare the construction cost estimate.

Project Understanding

Based upon site visits to the subject bridge on August 8 and 9, V3 has recommended that the City of Geneva close the structure to all traffic due to the advanced deterioration of the precast, prestressed concrete (PPC) deck beams. The bridge overlay and existing deck beams will be removed and replaced with a reinforced concrete deck slab superstructure. The bridge abutments appear in good condition and will be reused if our field investigation supports this. The roadway surface on the bridge approaches will be partially removed and replaced to match up with the new bridge deck. New guardrails that meet current standards will be installed on both sides of the structure. The widened portion of deck to the north of the roadway will be eliminated.

As part of this project, V3 will design and install a new timber deck and new guardrails for the pedestrian crossing structure to the south of the roadway. The new crossing will be ADA compliant.

Compensation

V3 will be compensated as follows for services described in this agreement. Compensation will be hourly, not-to-exceed fees based on V3’s Standard Billing Rate Schedule attached hereto:

<u>Phase</u>	<u>Scope Exhibit</u>	<u>Phase Code</u>	<u>Fee</u>
Bridge Deck Design	Exhibit I	B01	\$ 9,620
Pedestrian Walkway Design	Exhibit II	B02	\$ 3,720
Detour, Guardrail, & Roadway Plans	Exhibit III	T30	\$ 8,800
Stormwater Permit	Exhibit IV	E08	\$ 2,500
Wetland Memo	Exhibit V	W21	\$ 1,600
Topographic Survey	Exhibit VI	VP03.1	\$ 1,200
Reimbursible Expenses	Exhibit VII	Z99	\$ 500
	Part 1 Total:		\$ 27,940

Miscellaneous Contractual Items

V3 will not be held liable for any unforeseen event that affects the existing or proposed structures. V3's services do not include geotechnical analysis of the soil at the project location. The design intent of this project is to be within 10% of the existing dead loading on the existing abutments. It is understood that existing plans are not available for this bridge structure. It is assumed that there are no existing utilities that will adversely affect the proposed work.

If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto which sets forth the contractual elements of this agreement, will constitute an agreement between the City of Geneva and V3 Companies, Ltd. For services on this project.

V3 will initiate its services promptly upon receipt of the City's acceptance of this proposal. The intention is to have the bridge repaired and re-opened to traffic no later than October 31, 2019.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please call my cell number at 630-712-0614.

Sincerely,
V3 Companies



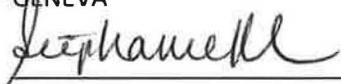
Philip J. Maloney, P.E., S.E.
Senior Project Manager
Transportation and Municipal Engineering



Vincent Del Medico, P.E.
Director
Transportation and Municipal Engineering

PJM/PJM
Attachments

Accepted For:
CITY OF GENEVA

By:  _____

Title: City Administrator

Date: 9-3-19

Exhibit IV – Stormwater Permit (E08)

V3 will prepare a Kane County Stormwater Management Permit Application for the proposed project, complete with all necessary narrative, calculations and exhibits. The structure is not located within mapped regulatory floodplain or floodway and the upstream drainage area is under one square mile. Therefore, we do not believe that compensatory storage or floodway permitting through IDNR-OWR is required. We have also assumed that detailed hydrologic and hydraulic modeling of the proposed structure is not required since the open area and finished roadway elevations will be maintained.

Exhibit V – Wetland Memo (W21)

V3 will prepare a Wetland determination memo to document the conditions. The expectation is that no permit will be required from the Army Corps or the City of Geneva as this is maintenance work and there is no proposed fill in the “Waters”. This is technically a “Waters” regulated by the Corps even though it is concrete lined.

Exhibit VI – Topographic Survey (VP03.1)

V3 will perform a topographic survey of the existing bridge (including the pedestrian crossing) and the South Street roadway for 100’ on either side of the structure. It is not anticipated that a boundary survey is required.

Exhibit VII – Reimbursible Expenses (Z99)

V3 shall be compensated for reimbursable expenses such as printing, postage, messenger service, travel, and other similar project-related items. These items will be compensated at actual cost.



**V3 COMPANIES
BILLING RATE SCHEDULE**

(Rates effective January 1, 2019 through December 31, 2019)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Director	210.00
Senior Project Manager	200.00
Senior Estimator	190.00
Superintendent	170.00
Resident Engineer II	165.00
Project Manager II	160.00
Resident Construction Manager II	160.00
Project Manager I	150.00
Resident Engineer I	145.00
Resident Construction Manager I	145.00
Senior Project Engineer	140.00
Construction Administrator III	140.00
Project Engineer II	135.00
Project Scientist II	130.00
Project Engineer I	130.00
Landscape Architect II	120.00
Senior Construction Technician	120.00
Project Scientist I	115.00
Landscape Architect I	110.00
Construction Technician III	110.00
Survey Crew Chief	110.00
Project Surveyor III	110.00
Engineer III	105.00
Project Surveyor I/II	105.00
Design Technician III	100.00
Construction Administrator II	100.00
Scientist III	100.00
Engineer II	95.00
Engineer I	95.00
Instrument Operator	90.00
Project Designer III	90.00
Scientist I/II	90.00
Technician II	80.00
Project Designer I/II	80.00
Estimating Technician	80.00
Project Coordinator	60.00
Technician I	60.00



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.