



MEMO

"...meeting community needs...enhancing quality of life."

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works *PAV*

DATE: March 4, 2014

SUBJECT: **Award 2014 Bridge Inspection Services Contract to Bloom Companies, LLC in an amount not to exceed \$18,948.31.**

The State of Wisconsin requires that the City inspect, record and report to the State on the condition of its bridges every two years. The Department of Public Works requested proposals from four qualified Wisconsin consulting firms. The City received only one qualified proposal from Bloom Companies.

Bloom Companies demonstrated the related experience and personnel necessary to complete the required tasks. In addition, they also demonstrated a good project understanding and approach. Bloom Companies' team leader, Tom Zalewski, P.E., S.E., has served as the City's consulting bridge inspector/engineer since 1992. He has provided excellent service and a detailed understanding of the City's bridges during the past 22 years.

Therefore, staff recommends award of the 2014 Bridge Inspection Services Contract to Bloom Companies, LLC in an amount not to exceed \$18,948.31

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between City of Appleton (Owner) and Bloom Companies, LLC (Engineer), based upon Owner's requirement for certain engineering services in connection with the 2014 Biennial Bridge Inspections (the Project) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Work", according to Attachment B, "Timeline".
2. Owner shall pay Engineer a lump sum fee of \$18,948.31, in accordance with Attachment C, "Costs", and shall be responsible for all matters described in Attachment D, "Owner's Responsibilities".
3. Engineer shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed the amount of insurance required under Attachment E, "Insurance Requirements for City of Appleton".
4. The same degree of care and diligence shall be exercised in the performance of the Services as is ordinarily exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
5. Engineer and Owner waive all rights against each other and their respective partners, commissioners, officials, agents, subcontractors, and employees for damages covered by any type of property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost

estimates or that actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.

9. Engineer shall not be considered in default or breach of this Agreement for delays in performance caused by circumstances beyond its reasonable control.

10. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

11. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

12. The Services provided for in this Agreement are for the sole use and benefit of Owner and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement, effective as of _____

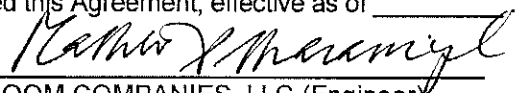
See Attached Signature Page

(Owner)

By _____

Title _____

Date _____



BLOOM COMPANIES, LLC (Engineer)
By MATTHEW P THARANYIK
Title PRESIDENT
Date 02/28/2014

CITY OF APPLETON
a Wisconsin Municipal Corporation

Agreement: _____
Unit R-14 Bridge Inspections
Bloom Companies, LLC

Date: _____
March 19, 2014

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Charlene M. Peterson, City Clerk

Approved as to form:

**Countersigned pursuant to §62.09(10),
Wis. Stats.:**

James P. Walsh, City Attorney

Anthony D. Saucerman,
Interim Director of Finance

Attachment A. Scope of Work

1. City of Appleton Bridge Inspections

Bloom will perform the City of Appleton Bridge Inspections, including HSIS inspections, on the following 43 bridges:

No.	Appleton No.	WisDOT No.	Bridge Description	Access Equipment Required
1	#1	B-44-98	Memorial Drive over the Fox River	Reach-all, Boat
2	#2	B-44-188	Olde Oneida Street over the North Mill Race	Boat
3	#3	B-44-886	Olde Oneida Street over the Fox River	Reach-all
4	#4	P-44-723	Olde Oneida Street over the South Mill Race	Boat
5	#5	P-44-724	Olde Oneida Street over the Navigation Canal	Boat
6	#7	P-44-729	South Island Street over the Mill Race	Boat
7	#8	P-44-717	Lawe Street over the Fox River	Boat
8	#9	P-44-718	Lawe Street over the Mill Race	Boat
9	#10	P-44-719	Lawe Street over the Navigation Canal	Boat
10	#11	B-44-275	Banta Court over the South Canal	Boat
11	#12	B-44-260	College Avenue over the Fox River	Reach all/Boat
12	#13	B-44-107	Pacific Street over Peabody Park	Ladder
13	#14	P-44-728	Prospect Drive over Jackman Street	Ladder
14	#16	P-44-730	Pedestrian Bridge over Washington Street	None
15	#17A	B-44-082	Oneida Street SBL	None
16	#17B	B-44-083	Oneida Street NBL	None
17	#19	B-44-256	Pedestrian Bridge over Superior Street	None
18	#21	B-44-194	French Road over Apple Creek	Waders
19	#22	B-44-196	Providence Avenue over Apple Creek	Waders
20	#23	C-44-88	Kensington Drive over Drainage Ditch	Waders
21	#24	B-44-143	Glory Lane over the French Road Swale	Waders
22	#25	B-44-192	Lightning Road over Apple Creek	Waders
23	#28	B-44-253	Glenhurst Lane – Tributary of Apple Creek (west)	Waders
24	#29	B-44-252	Glenhurst Lane – Tributary of Apple Creek (east)	Waders
25	#30	B-44-257	Lightning Road over AAL Drainage Ditch	Waders
26	#31	B-44-261	Cherryvale Avenue over Apple Creek	Waders
27	#32	B-44-266	Ashbury Drive over the French Road Swale	Waders
28	#33	B-44-390	Werner Rd. w/o Ballard Drive	Waders
29	#34	B-44-267	CTH JJ – 600' w/o French Road	Waders
30	#35	B-44-268	Providence Avenue n/o CTH JJ	Waders
31	#36	B-44-269	French Road n/o CTH JJ	Waders
32	#37	B-44-270	Salm Culvert e/o French Road	Waders
33	#38	B-44-280	Memorial Park Pedestrian Bridge over Northland Creek	Waders
34	#40	unknown	Pedestrian Bridge from Washington Ramp over Alley	Ladder
35	#2C	C-44-87	Roemer Road over the Drainage Canal	Waders

36	#7C	C-44-90	Olde Oneida Tunnel @ Fox River Mills Apts	Appointment*
37	#1P	B-44-720	Wisconsin Central over Mason Street	None
38	#2P	B-44-914	Wisconsin Central over Wisconsin Avenue	None
39	#3P	B-44-271	Wisconsin Central over Banta Court	Ladder
40	#4P	B-44-726	Wisconsin Central over Pierce Avenue	Ladder
41	#6P	B-44-169	Pedestrian Bridge over Lawe Street	None
42	#7P	P-44-732	Pedestrian Bridge over Drew Street	None
43	#12P	unknown	College Avenue Pedestrian Bridge at Paper Valley Hotel	None
* Appointment can be made by contacting the apartment manager at 920-731-0072.				

In addition to the equipment listed, other equipment may be required to perform these inspections. All bridges over water will be inspected by boat, and all substructure units will be probed for undermining and deterioration.

All bridge inspections for the City of Appleton will be according to the "2013 AASHTO Guide Manual for Bridge Element Inspection, 1st Edition". This includes recent updates: the update to the "WisDOT Structure Inspection Manual" (expected in April 2014), and the "2014 WisDOT Bridge Inspection Field Manual". Bloom's bridge inspectors have completed the two day "WisDOT Bridge Inspection Update Training". Inspection data will be entered into the WisDOT HSI system, after the system has been updated and the inspection forms have been converted to National Bridge Elements (NBEs), expected in April 2014.

Bloom Companies shall complete all HSIS forms for all Appleton Bridges as required by WisDOT. The City of Appleton shall provide plans of these bridges prior to the inspections.

Bloom will perform standard bridge HSIS inspections, complete online HSIS inspection forms, including all data entry, and provide two hard copy reports of all completed forms to the City of Appleton by September 5, 2014. The reports will be bound into a black hard binder, labeled with the City of Appleton logo, project title, project unit number, date, and Bloom name and logo. The binding will be labeled "2014 Bridge Inspections – Unit R-14" and will include an index page, with dividers separating the maintenance recommendations and HSIS inspection reports. The reports will also be in alphanumeric order by WisDOT structure number. The City will forward one binder to Outagamie County.

2. Mill Race Bridges and South Canal Bridges

Bloom will inspect these bridges by boat when Neenah Paper shuts down the turbines at the Vulcan Street Mill and the Historic Mills Apartments for two days during this summer. Please note that the undersides and/or piers of these bridges are not accessible unless there is a draw down of the Mill Race. The City of Appleton has contacted Neenah Paper, who owns and operates the turbines, and confirmed the date of the draw down is Monday, June 16 and Tuesday, June 17, 2014. Bloom will confirm this draw down time and water levels with John Rom of Neenah Paper (920.738.8384), at least one month prior to the shutdown.

These bridges shall be inspected by boat, and all substructure units shall be probed for undermining and deterioration. This type of inspection shall meet WisDOT criteria for underwater probing inspection.

South Canal Bridges

South Canal Bridge Inspections will include HSIS Inspections of Olde Oneida Street over the South Mill Race (no. 4), South Island Street over the Mill Race (no. 7) and Lawe Street over the Mill Race (no. 9). The South Mill Race Bridge Inspections and the HSIS forms will be completed within one month of the drawdown date.

Olde Oneida Street

The Olde Oneida Street Bridge Inspection will include HSIS Inspections of Olde Oneida Street over the Fox River (no. 3). A portion of this structure, at the north end, is over the mill race from the Mills Apartments. For safety reasons, this bridge shall be inspected under low flow conditions when the intake gates to the Neenah Paper mill turbines (under the Historic Fox River Mill Apartments) are closed for maintenance.

The inspections above and all HSIS form work shall be completed within one month of the drawdown date. The anticipated South Canal Bridge Inspections completion date is July 15, 2014.

3. Under-Access Vehicle Inspections

The under-access vehicle (Reach-all) inspection Memorial Drive over the Fox River (no. 1), Olde Oneida Street over the Fox River Bridge (no. 3), and College Avenue over the Fox River (No. 12) shall be performed in 2014 when WisDOT Northeast Region normally schedules the biennial Reach-all inspection of the bridge. We have made a request to Dale Weber of the WisDOT NE Region to determine the availability of the Reach-all. The Region is developing the schedule now.

4. Fracture Critical Inspections

In addition to the routine HSIS inspections, Fracture Critical inspections shall be performed for Olde Oneida Street over the Navigation Canal (No. 5) and Lawe Street over the Navigation Canal (No. 10).

Fracture Critical Inspections shall be performed in 2014 according to the latest version of WisDOT's "Policy & Procedure Manual – Fracture Critical Bridge Inspection Policy for Local Units of Government". The Fracture Critical Inspections and Fracture Critical data entry shall be submitted by September 3, 2014. Copies of all Fracture Critical forms shall be included with the final submittal.

5. Interim Inspections

Any bridges requiring an Interim Inspection in 2015 shall be completed per the WisDOT requirements and be included as part of this contract. It is anticipated that the Lawe Street over the Fox River and Lawe Street over the Power Canal will require interim inspections. Prospect Avenue over Jackman which was previously scheduled for interim inspections will be under construction in 2015. All costs for these inspections are included with this contract.

6. Load Ratings

A load rating will be performed for Lawe Street over the Fox River based on deterioration over the piers. Bloom will complete the load rating report and include it with the final reports.

7. New Bridge Construction/Reconstructions

There are no new bridges at this time.

8. 5-Year Plan Recommendations

Bloom Companies will prepare a list of recommended maintenance/rehabilitation work to be accomplished on or before December 31, 2019. For the inspected structures, the list shall include recommended timelines for completion and budget level cost estimates (+/- 30%). An advance copy of this list will be submitted to the City by June 1, 2014, and the original will be submitted with the project binders. Because the draw downs of some of the bridges will occur after June 1, 2014, Bloom Companies will complete the surface inspection prior to this date. Any recommendations shall be in the maintenance recommendations work sheet.

The cost estimates are required to fulfill the City of Appleton's GASB 34 reporting requirements. Desired accuracy is +/- 30% of actual replacement value.

Attachment B. Timeline

TASK	DATE
Bridge Inspections	May 2014
Mill Race Bridge Inspections	June 16 or June 17, 2014
South Canal Bridge Inspection	June 16 or June 17, 2014
Under-Access Bridge Inspections	Bloom Companies will coordinate with WisDOT NE Region.
Fracture Critical Inspections	May 2014
Stream Profile Survey	May 2014
Load Rating	June 2014
Advance Copy 5-Year Plan Recommendations including Maintenance Worksheets	June 1, 2014
Final 5-Year Plan Recommendations	September 5, 2014
Final Bound Report and HSIS Data Entry	September 5, 2014

Attachment C. Costs

Bloom Companies will perform the tasks described in the Scope of Work for the following lump sum amount:

Task	Lump Sum Cost
3.1 Main Bridge Inspections	\$8,002.02
3.1a Stream Profile Surveys	\$5,509.70
3.2 Mill Race & South Canal Bridge Inspections	\$1,324.81
3.3 Under-Access Vehicle Inspections	\$1,615.48
3.4 Fracture Critical Inspections	\$516.57
3.5 Interim Inspections	\$419.69
3.6 Load Ratings	\$1,220.11
3.7 Initial Inspections	\$0
3.8 5-YR Plan Recommendation	\$339.93
Total	\$18,948.31

Schedule of Fees

Task	Hourly Fee
Project Manager	\$173
Inspector (Team Leader)	\$110
Data Entry Engineer	\$80
Surveyor for Stream Profiles	\$73
Surveyor Assistant for Stream Profiles	\$69
QA/QC for Load Rating	\$120

We estimate that completing the tasks in the Scope of Work will require 161 hours. Bloom Companies will perform all inspection work and subcontracting work will not be required.

Attachment D. Owner's Responsibilities

Bloom Companies will require the following items from the Owner for the performance of this contract:

- Bridge Construction Plans
- 2012 HIS Inspection Forms
- Bridge Location Map