

CITY OF BATAVIA

Date: July 15, 2010
To: City Services Committee
From: Karen R. Young, P.E. – Assistant City Engineer
Engineering Department
Re: **City Services Committee Meeting – July 20, 2010**
Main Street Surveying

Several years ago the City applied for and received \$2.5 million in Surface Transportation Funds (STP Funds) for Main Street, which is the maximum allowable Federal Funding awarded. With all federally funded projects there are three specific phases a project must go through, which include Phase 1 (Surveying, Engineering Preliminary Design and Feasibility), Phase 2 (Engineering Final Design) and Phase 3 (Construction). For this project the City received funding specifically for the Phase 3 Construction and Construction inspection.

This project will take several years to go through all of the design phases and approvals from the Illinois Department of Transportation for construction. Even though the City has received the approval for the construction funds the exact year for construction has not been approved yet by the Kane/Kendall Council of Mayors. Our original application requested construction to take place around 2012. We have been advised by our representatives at Kane County to proceed with the design on this project and as we work through the design process we can put in a request to fund this project for a specific year.

As part of the design of this project there several factors that need to be evaluated, which include necessary sanitary separation, storm sewer, water main improvements, sidewalks, parking, lighting, etc. In order to evaluate all of this and begin the Phase 1 process a detailed survey will be required. Although the exact limits of the construction have not been defined, the concept at this point is for the reconstruction of Main Street from IL Route 31 to Van Nortwick Avenue. Due to the Federal Funding requirements our Phase 1 submittal to IDOT will need to include the Phase 1 design from Main Street from Randall Road to IL Route 31. In addition, due to some of the water main work that may be required for this project we will need to survey a much larger area. The limits for the survey are on Main Street from Randall Road to Water Street and Water Street from First Street to Main Street. Due to the size and scope of the survey required for this project staff budgeted funds to hire a surveyor. Staff negotiated a price with Compass Surveying of Aurora, IL in an amount not to exceed \$36,400. The Engineering Department has worked with Compass Surveying previously on such projects as the IL Route 25 jog project.

Once the survey has been completed Engineering Staff will begin the design process.

Recommended Action:

Staff recommends for the City Services Committee approve the following:

1. Approval of the Agreement with Compass Surveying in an amount not to exceed \$36,400 and Resolution 10-51-R.



Page 2 of 2

June 15, 2010

Re: Main Street Surveying

City Services Committee Meeting – July 20, 2010

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Cc: Noel Basquin, City Engineer
File – Main Street Construction

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 10-51-R**

**AUTHORIZING EXECUTION OF THE
SURVEYING SERVICES AGREEMENT FOR
THE MAIN STREET PROJECT WITH
COMPASS SURVEYING LTD**

WHEREAS, the City of Batavia has identified the need for surveying for the Main Street Construction Project; and

WHEREAS, in connection therewith, it is necessary and appropriate to retain surveying services; and

WHEREAS, the surveying firm of Compass Surveying LTD has the appropriate expertise and experience necessary to provide the professional surveying services; and

WHEREAS, Compass Surveying, LTD has submitted a proposal for said services which is fair and reasonable; and

WHEREAS, the total cost of said surveying services is in the amount not to exceed \$36,400; and

CITY OF BATAVIA, ILLINOIS RESOLUTION 10-51-R

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Agreement with Compass Surveying, LTD. of Aurora, Illinois, for surveying services in the amount not to exceed \$36,400.00. The Agreement is attached hereto as Exhibit “1”.

PRESENTED to the City Council of the City of Batavia, Illinois, this ____ day of _____, 2010.

PASSED by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2010.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2010.

Jeffery D. Schielke, Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|------------|------|------|--------|----------------------------------|-------------|------|------|--------|---------|
| 1 | O'Brien | | | | | Sparks | | | | |
| 2 | Dietz | | | | | Wolff | | | | |
| 3 | Jungels | | | | | Barnard | | | | |
| 4 | Volk | | | | | Schmitz | | | | |
| 5 | Frydendall | | | | | Thelin Atac | | | | |
| 6 | Liva | | | | | Clark | | | | |
| 7 | Tenuta | | | | | Brown | | | | |
| Mayor Schielke | | | | | | | | | | |
| VOTE: | | Ayes | Nays | Absent | 0 Abstention(s) counted as _____ | | | | | |
| Total holding office: Mayor and 14 aldermen | | | | | | | | | | |

ATTEST:

Heidi L. Wetzel, City Clerk

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 200__ by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and Compass Surveying, LTD., (hereinafter referred to as the “Company”), with regard to certain services in connection with the **MAIN STREET SURVEY** Project (hereinafter referred to as the “Project”).

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the City, dated June 15, 2010, attached hereto Exhibit 1 and expressly made a part hereof, in response to the City’s Request for Proposal, dated June 9, 2010, also attached hereto Exhibit 2 and expressly made part hereof.
3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.
4. The terms and conditions of this agreement shall be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company’s Proposal shall be superseded by the terms and conditions of this agreement.
5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
7. Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.



June 15, 2010

Re: Main Street Survey – Compass Surveying, LTD.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

8. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:
 - a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work
 - b. The total Agreement payment shall not exceed \$36,400.00.
 - c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.
 - d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.
9. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.
10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract

Special Requirement: If the Company is an architectural or engineering firm, said Company shall also file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage.



June 15, 2010

Re: Main Street Survey – Compass Surveying, LTD.

11. The Company will provide the services as required herein in accordance with the Project Schedule.
12. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.
13. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City nor the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

15. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work performed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.
16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
17. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be



June 15, 2010

Re: Main Street Survey – Compass Surveying, LTD.

delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

18. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
19. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.
20. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.
 - a. Should any of the key personnel identified in the Proposal become unavailable to work on the project, and no permanent substitute personnel reasonably satisfactory to the City is provided by the Company within thirty (30) days, and/or no temporary replacement personnel is provided by the Company immediately following the commencement of the subject Key Personnel's unavailability, the City may, at its election, declare such contract terminated and at an end, reserve the right to maintain and action to recover damages arising due to breach of contract
 - b. The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Company, in the event of default by the Company. Default is defined as failure of the Company to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Company shall be liable to the City for all excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Company.



June 15, 2010

Re: Main Street Survey – Compass Surveying, LTD.

25. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA, an Illinois
Municipality,

Company,

By: _____
Mayor

By: _____
President

Attest:

Attest:

By: _____
City Clerk

By: _____
Secretary

June 15, 2010

Via Email: kyoung@cityofbatavia.net

Ms. Karen Young
CITY OF BATAVIA
100 North Island Avenue
Batavia, IL 60510

RE: Proposal for Professional Land Surveying Services
Main Street Reconstruction - Batavia, Illinois
Compass Proposal Number: 10-174

Dear Ms. Young:

Thank you for the opportunity to provide this proposal for professional land surveying services for the project referenced above.

The following is an outline of the services to be provided (per your RFP dated June 9, 2010) as well as their associated fees:

MINIMUM SCOPE OF SERVICES

This roadway project will be constructed utilizing Federal Funds. All surveying must be completed in such a way to comply with the Federal Funding requirements. The limits of the survey are as shown on the attached exhibit. For this proposal the pricing should be broken down into the following sections:

1. Main Street (IL Route 31 to Randall Road)
2. Main Street (IL Route 31 to Water Street) & Water Street (Main Street to First Street)
3. Title Commitments (Assume a total of 100 parcels) (Ordered from Wheatland Title in Yorkville)

The minimum scope of work for this project shall include:

- Minimum 50' cross-sections.
- Limits to include entire area within the right-of-way to 20' outside of the right-of-way on both sides of the street. If the front of a house is closer than 20' then just survey to the front of the house.
- For side streets a minimum of 100' outside of the intersection shall be surveyed.
- All features within the above area shall be surveyed, including but not limited to utilities, sidewalk, driveways, tree's landscaping, property corners, lighting, bikepaths, etc.
- All material types shall be noted.
- Survey all high and low points within survey limits.

- Partial sections required at all driveway's.
- For utility structures all pipe information include inverts, pipe material, etc. shall be surveyed and noted on the base drawing.
- Complete base drawing preparation in AutoCad format for use with Civil 3d, including existing contours, points and surfaces.
- Establishing the existing right-of-way and showing which properties still have ownership within the prescriptive right-of-way.
- All existing field data and electronic files shall be submitted to the City.

Fee for Item 1: \$27,500.00
Fee for Item 2: \$5,000.00
Fee for Item 3: \$300.00/parcel

The City will provide a copy of all available information regarding existing utilities, old roadway plans, easement information and plat information.

At this time, we can begin the field work 2 days after authorization and complete the drawing in approximately 4 weeks (weather permitting).

To indicate your authorization of this proposal, please sign the acceptance block below and return, via e-mail to hbelgio@clsurveying.com or via fax at 630-820-7030. This proposal is valid for 6 months.

Yours truly,


Scott C. Krebs, PLS
Vice President

SCK/hmb
Attachment(s)

| | |
|--------------|-------------|
| Accepted By: | _____ |
| | (Signature) |
| Print Name: | _____ |
| Date: | _____ |
| Invoice To: | _____ |

**2010
BILLING RATES**

| <u>Description</u> | <u>Hourly Rate</u> |
|---|-------------------------------|
| Principal | \$150.00 |
| Professional Land Surveyor | \$125.00 |
| Survey Project Manager | \$110.00 |
| Office Surveyor I | \$100.00 |
| Office Surveyor II | \$80.00 |
| 1 Person Survey Crew* <i>(Includes Robotic Total Station or GPS receivers)</i> | \$130.00 |
| Overtime includes Mon – Fri after 8 hours & Saturdays | \$160.00 |
| Double time includes Sundays and Holidays | \$200.00 |
| 2 Person Survey Crew* <i>(Includes Robotic Total Station or GPS receivers)</i> | \$155.00 |
| Overtime includes Mon – Fri after 8 hours & Saturdays | \$190.00 |
| Double time includes Sundays and Holidays | \$230.00 |
| 3 Person Survey Crew* <i>(Includes Robotic Total Station or GPS receivers)</i> | \$225.00 |
| 3D Scanning* <i>(Includes Trimble GX Scanner, operator, vehicle, all equipment and insurance)</i> | Half Day (4 hours) \$1,250.00 |
| | Full Day (8 hours) \$2,000.00 |
| Note: Hourly rate for scanning beyond 4 or 8 hours | \$250.00 |
| Trimble Realworks software modeling | \$120.00 |
| CAD Technician I | \$ 60.00 |
| CAD Technician II | \$ 70.00 |
| CAD Technician III | \$ 80.00 |
| Secretarial Services <i>(typing of legal descriptions, reports, benchmark lists)</i> | \$ 65.00 |
| Reimbursable Expenses: | |
| Overnight Delivery (Local) | \$20.00/Package |
| Overnight Delivery (National) | \$40.00/Package |
| Black/White copies 11"x17" | \$3.50/sheet |
| Black/White copies 24"x36" | \$4.00/sheet |

***Charged Portal – To – Portal**

FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE