

## COUNCIL WORKSHOP ITEM

**ITEM:** Detention Facility Inventory Professional Services, Project #6-01  
**DATE:** October 2, 2001  
**PREPARED BY:** John J. Bajor, Jr., Director of Public Works  
Jane Gerdes, Assistant Director of Public Works, Engineering  
**PURPOSE:** Place award of a contract on the October 16, 2001 Consent Agenda for Detention Facility Professional Services, Project #06-01, with Bollinger, Lach and Associates, Inc. in the not-to-exceed amount of \$70,000.  
**BID AMOUNT:** \$70,000 **ACCOUNT:** 220.524.0000.5711  
**BUDGET AMOUNT:** \$35,000 ('01/'02) and \$35,000 ('02/'03)

### DISCUSSION:

Earlier this spring, the Public Works Department solicited qualifications from area firms to begin to inventory Village Stormwater Detention Facilities. This inventory service was budgeted to begin to address upcoming IEPA NPDES Phase II Requirements and to provide data needed to establish a detention facility maintenance program. As Public Works has been collecting data in a GPS format, staff required that the detention inventory also be collected in a GPS format. Four (4) statements of qualifications were received. A staff review team chose Bollinger, Lach and Associates, Inc. of Oak Brook as the most qualified firm.

Staff held several meetings with representatives of Bollinger, Lach and Associates, Inc. to negotiate a scope of work and fee to fit the Village's budget and needs. As Bollinger, Lach, and Associates, Inc., have registered land surveyors on staff, Village staff negotiated the installation of horizontal and vertical control points throughout the Village. These points can be certified for elevation, and the Village can rebuild its benchmark system from these control points. The control points can also be used by Village staff during GPS data collection for any Village facilities or infrastructure. These control points are an added bonus to the project. Following installation of the control points, all seventy-seven (77) detention facilities in the Prentiss Creek watershed will be inventoried.

Bollinger, Lach and Associates, Inc. has performed similar professional services in a satisfactory manner for the Village in the past. Funds for this work are available in account 220.524.0000.5711, spread over the current and next budget year.

### ATTACHMENT:

The agreement is attached.

### RECOMMENDATION:

**Staff recommends award of a contract on the October 16, 2001 Consent Agenda for Detention Facility Professional Services, Project #06-01, with Bollinger, Lach and Associates, Inc. in the not-to-exceed amount of \$70,000.**

## SURVEY SERVICES

### Stormwater Detention Facility Mapping and Inventory

#### AGREEMENT OWNER-SURVEYOR

THIS AGREEMENT, made and entered into in the Village of Downers Grove, State of Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between the Village of Downers Grove, an Illinois municipal corporation, whose address is Civic Center, Downers Grove, Illinois, 60515-4776 hereinafter called the "Owner", and **Bollinger, Lach and Associates, Inc.**, whose address is **1010 Jorie Boulevard, Oak Brook, Illinois 60523**, hereinafter called the "Surveyor",

WITNESSETH;

WHEREAS, Owner intends to inventory and map certain stormwater detention facilities, organize a maintenance program and secure certain permits regarding same, at the locations listed and shown on Exhibit C and attachments , all to be referred to as the "Project".

WHEREAS, Surveyor desires to provide professional GPS/surveying/inventory services to the owner in connection with the project and in accordance with the terms, conditions, and obligations herein set forth.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. The Surveyor shall be licensed in the State of Illinois, and is to perform all professional surveying services for the project. The project will be comprised of all field surveys and GPS/CAD services, as more fully described below, necessary to accurately depict the existing stormwater detention facilities, including perimeter delineation and interior and adjacent stormwater lines and structures. The purpose of this project is to compile an inventory/map of stormwater retention facilities, including the location, condition and characteristics of inflows, outflows, overflows, and restrictors associated with each detention facility. The Owner desires to have those facilities surveyed/located via GPS technology in accordance with the following scope of work:

#### **Horizontal Control**

The initial field operations will consist of the recovery and evaluation of the apparent stability of the published control data. The control information researched to date includes twenty-three (23) ISTHA control stations and six (6) National Geodetic Survey (NGS) control stations. The horizontal datum for all data measured for this project will be Illinois State Plane Coordinates, East Zone, NAD 83. Establish a GPS network of ten (10) control points in the Village. The new control points will be placed at an approximate spacing of 2 miles throughout the Village.

#### **Vertical Control**

**SURVEY SERVICES- Stormwater Detention Facility GPS Inventory**

It is our intent to use selected benchmarks in the project area based on NGVD 29. The benchmark data researched to date includes 23 ISTHA benchmarks, 26 DuPage County benchmarks and 7 National Geodetic Survey (NGS) benchmarks, although these are also included in the DuPage County benchmark list. All benchmarks will be converted to a common datum of NGVD 29. The initial field operations will include the recovery and evaluation of the apparent stability of the published benchmark data. The vertical datum for all data measured for this project will be NGVD 29.

**Monumentation**

The monuments to be placed on this project consist of a one and one half inch brass disk stamped "SURVEY MARK." The monuments will be drilled into existing concrete structures and grouted or epoxied in place. Ties will be measured to a minimum of three permanent objects and a recovery sketch will be made in the field. Each site and monument will be photographed to document site conditions and facilitate future recovery. A final drafted reference drawing will be made for each new monument established. We anticipate that ten (10) new control points will be required for this project. An additional two (2) monuments will be set at locations to be determined by the Village staff.

**Detention Facilities**

The ponds to be mapped in the initial phase of the project include all ponds in the Prentiss Creek Watershed, a total of seventy-seven (77) detention facilities.

**Deliverables**

- AutoCAD drawing file reflecting the location of GPS control monuments.
- Recovery drawing for each new monument established and each existing monument recovered during the course of this survey.
- Summary of data collected at each mapping location that will include:
  - Inflow
  - Outflow
  - Overflow
  - Restrictor
  - Water Perimeter (Wet Pond)
  - One structure back from pond
  - Digital photograph(s) of each mapped location

This data will be submitted in ASCII format as follows:

- Point Number, Northing, Easting, Elevation, Description

**This work will be performed for a not to exceed fee of .....\$70,000.00**

The surveyor agrees that the compensation for his services listed above will be the total compensation and no additional compensation will be due him. Payments of said fee will be due within thirty (30) days after Owner's receipt of said request for payment, and upon satisfactory completion of the work for which payment is requested. Notwithstanding anything else contained herein, any additional fees to the Surveyor, above and beyond those stated above, shall not be paid by the Owner unless the Owner gives, in writing, its prior approval to the work which generates such additional fees.

III. The Surveyor agrees to complete the field survey and computer services described in Paragraph I by the date listed herein. No additional working days will be granted by the Owner for any reason, in that sufficient time is provided to offset any working days lost due to adverse weather preventing work, or site conditions due to recent weather preventing work.

**The Surveyor shall begin work on the project within sufficient time after receipt of the Notice to Proceed from the Owner to assure the completion of the field work by May 31, 2002. All final data shall be received by the Village by June 28, 2002.**

IV. Default: In the event either party to this Agreement defaults in carrying out any obligation established herein, the defaulting party shall be notified by the other of the default.

If the Owner exercises its option to terminate this agreement upon default by the Surveyor, the Surveyor shall cause to be delivered to the Owner all drawings and field notes, or electronic data files, if any, with the understanding that all such material becomes the property of the Owner. The Surveyor shall be paid the total maximum cost as set forth in Section II of this Agreement, less the cost incurred by the Owner in completion of the work.

V. During the performance of work under this agreement, the Surveyor for himself, his assigns and successors in interest, agrees to conform to the following requirements for non-discrimination:

- A. Surveyor shall, as a party to a public contract:
  - 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
  - 2. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
  - 3. Provide such information, with respect to its employ and applicants for employment, and assistance as the Department of Human Rights may reasonably request.
- B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from

military service. Supplier shall comply with standards set forth in Title VII of Civil Rights Act of 1964, 42 U.S.C. 2000 et seq. and the Human Rights Act of the State of Illinois, 68 Ill. Rev. Stat. 1-101 et.

VI. The Owner may terminate this Agreement at any time after the date hereof, provided that the Owner has given written notice to the Surveyor five days in advance of the effective date of such termination. Unless so terminated, this Agreement shall remain in full force and effect until the work is completed. In the event of such termination, the Surveyor shall be paid for his actual payroll expenses times one hundred and twenty percent (120%) and his actual cost of consultants, reimbursable expenses and material costs up to and including the date of the Surveyor's receipt of the Notice of Termination. In the event of termination, the total amount paid to the Surveyor shall not exceed the total cost for work (see Section II).

VII. All drawings, documents and electronic data files prepared by the Surveyor shall become the property of the Surveyor, provided, however, that prior to and as a condition precedent to any final payment to the Surveyor for Services rendered hereunder, the Surveyor shall furnish to the Owner one (1) complete set of data as required in Section I , all of which shall become the property of the Owner and be available for completion of the Project or such other use as the Owner may deem desirable.

VIII. The rights and duties of the parties under this Agreement shall not be assigned or delegated in whole or in part. The Surveyor agrees to full and personal performance of the surveying services to be performed as provided herein, and said personal performance of such services by the Surveyor shall be deemed material to this Agreement.

IX. Any notice, direction approval or request to be given hereunder shall be in writing and delivered either in person or by United States mail, postage properly prepaid, by the party giving the same, or by its agent, to the other party at the address indicated above. Said notice, direction, approval or request shall be deemed to have been delivered at the time of such personal delivery or deposit in the United States mail.

## X. INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS FOR CONTRACTORS/SUPPLIERS

Surveyor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Surveyor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Surveyor`s proposal.

#### A MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability Code 1 ("any auto").
3. Workers` Compensation insurance as required by the State of Illinois and Employer`s Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE**

Surveyor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers` Compensation and Employers` Liability: Workers` compensation limits as required by the Labor Code of the State of Illinois and Employers` Liability limits of \$500,000 per accident.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Surveyor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.
  - a. The Owner, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Surveyor, premises owned, occupied or used by the Surveyor, or automobiles owned, leased, hired or borrowed by the Surveyor,

and products and completed operations of the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. The wording, "The Village of Downers Grove, its officers and employees are additional named insured", must appear on the certificate.

- b. The Surveyor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Surveyor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
- d. The Surveyor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

2. Workers` Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Surveyor for the Owner.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days` prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best`s rating of no less than A:VII. Insurer shall be a licensed insurer in the State of Illinois.

F. VERIFICATION OF COVERAGE

Surveyor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete,

certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Surveyor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? \_\_\_\_\_

INSURER`S

NAME

\_\_\_\_\_

AGENT

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Fill Out Applicable Paragraph Below)

(a) Corporation

The Supplier is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President:

\_\_\_\_\_

Secretary:

\_\_\_\_\_

Treasurer:

\_\_\_\_\_

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_

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The partnership does business under the legal name of:

\_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

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(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is \_\_\_\_\_

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and if operating under a trade name, said trade name is \_\_\_\_\_

\_\_\_\_\_ which name is registered with the office of \_\_\_\_\_

in the state of \_\_\_\_\_.

EXAMPLE OF REQUIRED CERTIFICATE OF INSURANCE FOR CONTRACT WORK FOR THE VILLAGE OF DOWNERS GROVE.

PROJECT: Stormwater Detention Facility GPS Inventory

GENERAL LIABILITY \_\_\_\_\_ LIMITS OF LIABILITY IN THOUSANDS (000)

( X ) COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$1,000
	PRODUCTS COMP/OPS AGGREGATE	\$1,000
	PERSONAL & ADVERTISING INJURY	\$1,000

**SURVEY SERVICES- Stormwater Detention Facility GPS Inventory**

<input checked="" type="checkbox"/> OCCURRENCE	EACH OCCURRENCE	
\$1,000		
	FIRE DAMAGE (ANY FIRE)	\$ 50
	MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE		
<u>AUTOMOBILE LIABILITY</u>		
<input type="checkbox"/> ANY AUTO	COMBINED SINGLE LIMIT	\$1,000
<input checked="" type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (PER PERSON)	\$ 500
<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY	\$1,000
<input checked="" type="checkbox"/> HIRED AUTOS	(PER ACCIDENT)	
<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT)	\$ 250
<input type="checkbox"/> GARAGE LIABILITY		
<u>EXCESS LIABILITY</u>		
<input type="checkbox"/>	EACH OCCURRENCE	\$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM	AGGREGATE	\$
<u>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</u>		
STATUTORY	EACH ACCIDENT	\$ 100
	DISEASE - POLICY LIMIT	\$ 500
	DISEASE - EACH EMPLOYEE	\$ 100

OTHER \_\_\_\_\_

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE VILLAGE OF DOWNERS GROVE, INCLUDING THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NAMED ADDITIONAL INSURED FOR: Stormwater Detention Facility GPS Inventory

THIS AGREEMENT represents the entire and integrated Agreement between the Owner and Surveyor and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Surveyor: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Owner: THE VILLAGE OF DOWNERS GROVE, DUPAGE COUNTY, ILLINOIS

By: \_\_\_\_\_

Attest: \_\_\_\_\_