

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5a

Title:

Recommendation to Award Public Land Survey System - Section Corner Recovery Project to Hampton, Lenzini, Renwick, Inc.

Presenter:

Keith Nightlinger

Meeting: Government Operations Committee

Date: March 20, 2017

Proposed Cost: \$52,800

Budgeted Amount: \$64,000

Not Budgeted: **Executive Summary** (if not budgeted please explain):

The Public Land Survey System is a way of subdividing and describing land areas in the United States. It divides land into townships that are 6 square miles. The townships are further subdivided into 36 one-mile square sections. The corners and sub-corners of these sections are the premise of which all plats (plat of subdivision, plat of easement, plat of survey) and legal descriptions are written.

Due to development, many of the original physical section corners in St. Charles are missing or do not have the necessary information recorded with the County for recovery. This project is to recover all of the section corners and quarter section corners within the St. Charles municipal boundary and record them with the County Recorder's Office to establish a consistent public record for everyone to use going forward. Kane County executed a similar project in 2008 to establish the County boundary and served as our model for this project.

An RFP was released in the 4th quarter of 2015 and had 4 respondents. Based on the discretionary nature of the research and fieldwork being completed, it was determined to proceed with a pilot project to establish a baseline for the deliverables and ensure the project goals could be achieved within budget.

Based on the quality and cost of proposals received we moved forward with Hampton, Lenzini, and Renwick, Inc. (HLR) to perform the pilot. The pilot was successful, and we now seek approval to move forward with the core project. The work will be spread across three years (2017, 2018, and 2019) to recover a total of 66 corners.

Proposal results:**Trotter and Associates:** \$650 per Corner, no previous experience, did not meet requirements**Hampton, Lenzini, Renwick:** \$800 per Corner, previous experience, met requirements**American Survey:** \$695-\$1,150 per Corner, previous experience, did not meet requirements**Marchese and Sons:** \$2,121 per corner, previous experience, met requirements**Attachments** (please list):

Hampton, Lenzini, Renwick Proposal

Recommendation/Suggested Action (briefly explain):

Recommendation to award Public Land Survey System - Section Corner Recovery Project to Hampton, Lenzini, Renwick, Inc.



October 12, 2016

Mr. Keith Nightlinger, GISP
GIS Manager
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: Section Corner Recovery

Dear Mr. Nightlinger:

We prepared this letter to serve as the agreement between the City of St. Charles (Client) and Hampton, Lenzini and Renwick, Inc. (HLR) (Consultant) for land surveying services requested relative to the Section Corner Recovery Project.

Scope of Services

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed below.

HLR will research federal township plats, recorded monument records, subdivision plats, surveys, and right-of-way plats to obtain historical information on the section corners. We will search for quarter section corners, recover any that are still existing, place ties on them, obtain State Plane Coordinates, and prepare a monument record. For all corners that are no longer there, we will reestablish and set them based on records and the Illinois Statutes Section 1270. We will prepare monument records with State Plane Coordinates for all reestablished corners. This scope includes a minimum of 20 quarter section corners each year for 2017, 2018 and 2019, with a total of 66 monuments.

Services not set forth above as Basic Services are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

Compensation

Billing Terms

For our services we will be paid the lump-sum amount of \$800 per monument with a total of \$52,800 spread across fiscal years 2017, 2018 and 2019.

Payment Terms

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.



Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

General Terms and Conditions

- **Changed Conditions**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

- **Corporate Protection**

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

- **Defects in Service**

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect.

- **Delays**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

- **Entire Agreement**

This Agreement, comprising pages 1 through 5, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.



▪ **Indemnification**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

▪ **Right of Entry**

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

▪ **Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

▪ **Standard of Care**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

▪ **Suspension of Services**

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client.

The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.



▪ **Termination**

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

In the event the council does not approve the funds for this project in one of the out years, the project is cancelled or suspended until funded again. If the project is suspended, we will renegotiate the fee at the time it is reinstated.

▪ **Insurance**

The Consultant will meet or exceed the minimum insurance as required by the Client for the duration of the project. A certificate of insurance naming the Client as additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies shall be provided to the Client prior to beginning work.

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at his own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

1. Worker's Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
2. General Liability Insurance:
 - a. Bodily injury, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate
 - b. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate
 - c. Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate



- 3. Automotive Liability Insurance:
a. \$1,000,000 each occurrence/\$2,000,000 aggregate
b. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
4. Umbrella liability \$5,000,000
5. Contractor's insurance policy shall name the City as an additional insured on the General Liability, Automotive Liability, and Excess Liability insurance policies.
6. All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

If this agreement meets with the City of St. Charles' (Client's) approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,
Hampton Lenzini and Renwick, Inc.

By: [Handwritten signature]

ReJena Lyon, P.E., P.L.S.
Executive Vice President

The terms and conditions of this letter agreement are hereby accepted by the City of St. Charles for land surveying services set forth above.

By _____ Date _____
Title _____

ATTEST:

By _____ Title _____