

RESOLUTION NO. 24-R-21

A RESOLUTION TO APPROVE PHASE I PLANIMETRIC DATA CAPTURE AERIAL IMAGES FOR GIS SERVICES PROVIDE BY AYERS ASSOCIATES

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Rolling Meadows, Illinois, to hereby authorize the City Manager to execute Phase I and Phase II Planimetric Data Capture Aerial Images for GIS Services provided by Ayers Associates (5201 E. Terrace Drive, Suite 200, Madison, WI 53718. Phase I of the data capture with Ayers Associates will be completed in 2024 at a cost not to exceed \$50,302.00. Phase II of the data capture will be completed in 2025 at a cost not to exceed \$52,565.00.

Funding for these expenditures is currently provided for in the proposed FY2024 Budget and scheduled in the FY2025 capital budget.

AYES: Reyez, Koehler, McHale, Budmats, O'Brien, Vinezeano, Boucher

NAYS: 0

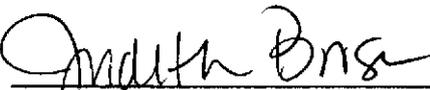
ABSENT: 0

Passed and Approved this 27th day of February, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

GEOSPATIAL SERVICES

THIS IS AN AGREEMENT made between the City of Rolling Meadows, Illinois (OWNER) and Ayres Associates Inc, 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

OWNER intends to retain the CONSULTANT to perform new geospatial services.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

ARTICLE 1 – SCOPE OF SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER as hereinafter provided.

1.2 Geospatial Services

After written authorization to proceed, CONSULTANT shall:

1.2.1 Produce digital orthophotography for the City of Rolling Meadows, Illinois, for the project area as shown on Exhibit A, from aerial imagery acquired by the CONSULTANT using a photogrammetric digital camera in the spring of 2024.

1.2.1.1 Aerial imagery will be georeferenced using an existing digital elevation model.

1.2.1.2 Orthoimagery will be prepared at 3-inch resolution and tiled according to PLSS quarter sections. Orthoimagery tiles will be delivered as GeoTIFF and MrSID format (with world files). Orthoimagery tiles will be prepared in a fashion which minimizes “white space” or “void areas” around the exterior of the municipality.

1.2.1.3 A digital orthoimagery mosaic will be prepared for the entire project area and delivered as MrSID compressed format.

1.2.1.4 Digital orthoimagery will conform to horizontal accuracy consistent with National Map Accuracy Standards for 1" = 50' map scale.

1.2.2 Perform new planimetric mapping using digital aerial imagery acquired by CONSULTANT in the spring of 2024 using a calibrated photogrammetric camera.

1.2.2.1 The project area for new mapping will consist of a total of 11.5 PLSS quarter section equivalents (1,840 acres). The specific area to be mapped will be defined by the OWNER prior to commencement of

services, but will be within the Extent of Aerial Imagery Coverage, shown on Exhibit A.

1.2.2.2 Planimetric mapping will be performed to GIS Consortium specifications for 1" = 50' scale mapping, which includes the planimetric features shown on Exhibit B.

1.2.2.3 Horizontal accuracy of newly compiled planimetric map features will be consistent with National Map Accuracy Standards for 1" = 50' scale maps.

1.2.2.4 Topologically structure the planimetric data and deliver as GIS Consortium standard ESRI geodatabase.

1.2.3 Deliver the following products:

- a) Digital planimetric mapping in ESRI geodatabase format
- b) Digital orthoimagery tiles in uncompressed TIFF format (with world files)
- c) Digital orthoimagery tiles in compressed MrSID format (with world files)
- d) Project-wide orthoimagery mosaic in MrSID format
- e) FGDC compliant metadata

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as hereinafter provided. These services are not included as part of Geospatial Services and will be paid for by OWNER as indicated in Article 5.

2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.

2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.

2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.

2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER, and services not otherwise provided for in this Agreement.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

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

- 3.1 Designate in writing a person to act as OWNER's representative.
- 3.2 Provide all criteria and full information as to OWNER's requirements.
- 3.3 Place at CONSULTANT's disposal all available pertinent information.
- 3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- 3.5 Other special data or consultations not covered under BASIC SERVICES and ADDITIONAL SERVICES.
- 3.6 To the extent allowed by law, 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.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.9 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.10 Bear all costs incident to compliance with the requirements of Article 3.
- 3.11 OWNER has designated the following representative to serve as the Quality Assurance/Quality Control for the project: Thomas Thomey; MGP, Inc.; 701 Lee Street; Suite 1020; Des Plaines, IL 60016; Phone: (847) 656-5698. CONSULTANT will deliver Preliminary Product to the above designee.
- 3.12 OWNER will provide CONSULTANT with accurate boundaries for the mapping to be performed. The boundary will be provided to CONSULTANT in ESRI shapefile or geodatabase format. CONSULTANT will confirm mapping boundaries with OWNER prior to mapping being performed.
- 3.13 Prior to commencement of mapping, OWNER will provide CONSULTANT with the GIS Consortium's most current ESRI Geodatabase which includes the existing Planimetric

and Digital Terrain Model (DTM). The Geodatabase shall reflect the most current feature geometry and attribution.

ARTICLE 4 - PERIODS OF SERVICE

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project.

- 4.1 The services called for in Article 1 - Scope of Services will be completed according to the following schedule:
 - a) Owner finalizes mapping boundaries: March 31, 2024
 - b) Deliver preliminary mapping: September 9, 2024
 - c) Deliver final products: October 15, 2024
- 4.2 CONSULTANT's services under this Agreement shall be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER.
- 4.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.
- 4.4 If CONSULTANT's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2.

ARTICLE 5 – COMPENSATION AND PAYMENTS

5.1 Compensation for Services

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Services rendered as follows:

5.1.1.1 For Geospatial Services outlined above, OWNER shall pay CONSULTANT a lump sum fee of \$50,302.00.

5.2 Times of Payments

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make payments in accordance with the State of Illinois Prompt Payment Act in response to CONSULTANT's invoices.

5.3 Other Provisions Concerning Payments

- 5.3.1 The OWNER shall make payments in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1). Under the Prompt Payment Act, the Village has 30 days for approval of bills, and then 30 days for payment of approved bills.
- 5.3.2 In the event of termination by OWNER, CONSULTANT will be reimbursed for all charges and services rendered as authorized by the OWNER for services rendered up to the time of cancellation.
- 5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the Owners sole risk.

6.2 Controlling Law

This Agreement shall be governed under the laws of the State of Illinois.

6.3 Indemnification

The CONSULTANT hereby indemnifies and holds the OWNER harmless for any and all costs, expenses, claims, lawsuits or liabilities incurred by OWNER that arise out of, or in connection with, the Contractor's negligent acts, errors or omissions that causes harm or damage to any person or property as a result of the professional geospatial services required to complete this project.

6.4 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

6.5 Copyright Assignment

The CONSULTANT assigns copyright to the OWNER for all deliverable products produced under this contract. All deliverable products prepared by the CONSULTANT under this contract are the property of the OWNER. The CONSULTANT agrees that the products shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.6 Force Majeure

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Exhibit A – Extent of Aerial Imagery Coverage.

7.1.2 Exhibit B – Planimetric Map Features.

7.2 This Agreement (consisting of pages 1 to 9, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

City of Rolling Meadows, Illinois
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

(Printed Name) Zachary J Nienow

(Title) Manager

(Date)

Exhibit A — Extent of Aerial Imagery Coverage

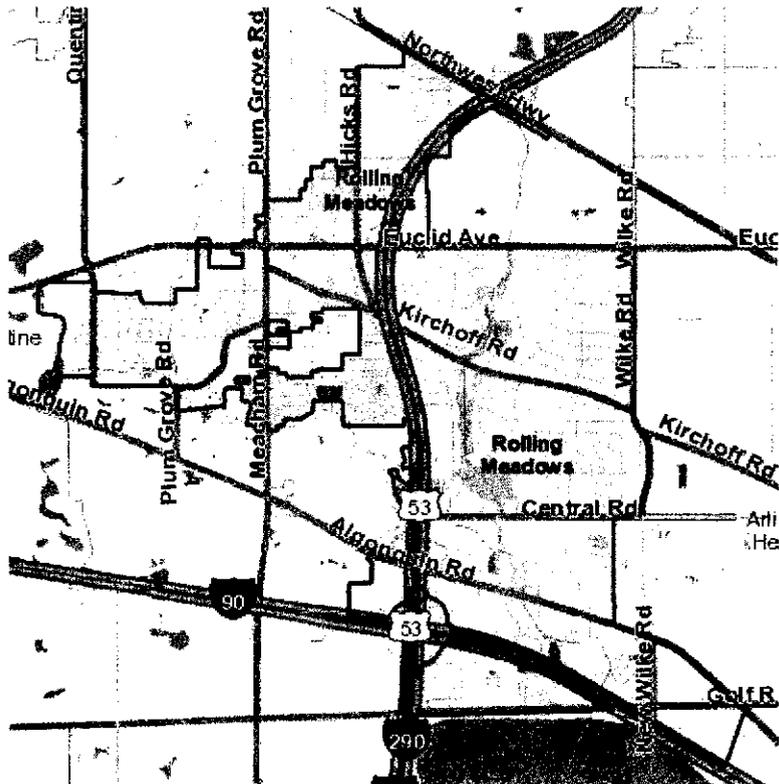


Exhibit B — Planimetric Mapping Features

<u>Feature Class</u>	<u>Subtype</u>	<u>Feature Class</u>	<u>Subtype</u>
Bridge_POLY		Recreation_SubArea_POLY	Frisbee Golf Course
Building_PeakElevation_POINT			Golf Green
Building_POLY			Golf Tee
Curb_LINE	Road Front		Lacrosse Field
	Road Back		Paddle Ball Court
	Parking Back		Public Basketball Court
DataQuality_LINE	Area Under Construction		Public Garden
DataQuality_POLY	Under Construction		Public Playground
Driveway_POLY	Paved		Public Pool
	Unpaved		Public Tennis Court
Hydrology_LINE	Pond		Roller Hockey Rink
	River		Skate Park
	Stream		Soccer Field
	Wetland		Volleyball Court
Hydrology_POLY	Pond	Road_Centerline_LINE	Paved
	River		Unpaved
	Wetland		Bridge
Miscellaneous_LINE		Road_Median_POLY	Paved
Miscellaneous_POLY			Unpaved
		Road_POLY-Subtype	Paved
			Unpaved
Path_POLY	Paved		Bridge
	Unpaved		Paved Shoulder
PavedArea_POLY	Unknown		Railroad Crossing
	Pier Dock		Unpaved Shoulder
	Runway	Sidewalk_POLY-Subtype	Paved
Railroad_LINE	Operating		Unpaved
	Abandoned		Bridge
Recreation_CaptureArea_POLY	Forest Preserve	Tunnel_POLY	
	Golf Course	UnpavedArea_POLY	Quarry
	Public Park		Unknown
Recreation_SubArea_POLY	Baseball Field	Wall_LINE	Bridge
	Golf Driving Range		Retaining
	Football Field		Seawall
			Dividing
			Freestanding