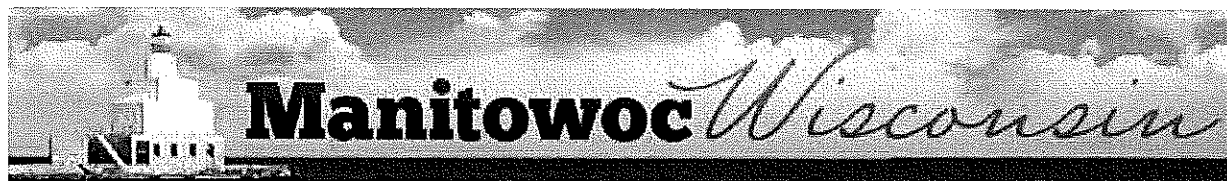


## Capital Project Request Form



Request Type:

Department:  Date:

Title of Request:

Department Priority

Linked to another project?  
☐ Yes  
☐ No

Project Request is: ☒ New

☐ Replacement

☐ Modification

Estimated Useful Life:

This is a limited field, please attach documents for more detail.

Description:

Basis of Cost: ☒ Quote

☐ Bid

☐ Estimate

Total Cost

500.00

~~\$24,000.00~~

Revenue (if any)

Net Cost

500.00

~~\$24,000.00~~

Will there be additional costs in future years to complete this project?

select one:

☐ Yes

If yes, amount?

☒ No

Finance Dept: Account

Sent to Dept:

☐

Action:

# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **FOR**

## **GEOSPATIAL SERVICES**

THIS AGREEMENT is made by and between City of Manitowoc, Wisconsin, (OWNER) and Ayres Associates Inc, 5201 East Terrace Drive, Suite 200, Madison, Wisconsin, 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide geospatial services within the project areas delineated in Attachment A.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

### **ARTICLE 1 - SCOPE OF SERVICES**

#### **1.1 BASIC SERVICES**

After written authorization to proceed, CONSULTANT shall:

- 1.1.1 Obtain digital aerial imagery during the spring of 2020 for the project area shown in Attachment A, using a calibrated digital photogrammetric camera. Aerial imagery will be collected as four band RGB-NIR imagery at 3-inch ground sample distance, with full stereo-coverage, 30% sidelap and 60% forward overlap (+/- 5%). The aerial imagery will be acquired when the sun angle is 30 degrees or greater above the horizon. The imagery will be collected during spring leaf-off, cloud free, and snow free conditions.
- 1.1.2 Collect control for the project using Inertial Measurement Unit (IMU), Airborne Global Positioning System (ABGPS), and ground-based GPS technology.
- 1.1.3 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Level 2 accuracy.
- 1.1.4 Prepare 3-inch pixel resolution digital orthoimagery for the project area which will meet ASPRS Level 2 horizontal accuracy standards, which equates to 1.2 feet at the 95% confidence level.
  - The orthoimagery tiling structure will follow PLSS quarter sections, delivered in uncompressed, TIFF format (with world file) and will be accompanied by a tiling schematic in ESRI format.
  - Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire orthoimagery project area.
  - Deliverable products will be referenced to the Wisconsin Coordinate Reference System (WISCRS) Manitowoc County; North American Datum 1983 (2011); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be US Survey Feet.

1.1.5 Final deliverable products to OWNER will include:

- 3-inch orthoimagery tiles in uncompressed GeoTIFF format.
- 3-inch orthoimagery tiles in compressed MrSID format.
- 3-inch orthoimagery project wide mosaic in compressed MrSID format.
- Ground control locations in ASCII format.
- FGDC compliant metadata.
- Tile index in vector format.

1.1.6 CONSULTANT may render to the OWNER advice, consultation, and expertise with respect to the development, use, and technical application of the deliverables provided under this project.

## **ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES**

### **2.1 SERVICES REQUIRING CHANGES IN THE SCOPE OF SERVICES**

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

- 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 Place at CONSULTANT's disposal all reasonably available pertinent information, upon which the CONSULTANT can rely. This may include project boundaries in georeferenced vector format, existing digital terrain models, and existing ground control information.
- 3.2 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.
- 3.3 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.

- 3.4 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.

#### **ARTICLE 4 - PERIODS OF SERVICE**

- 4.1 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. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.
- 4.2 The services called for in Article 1 will be completed and submitted by December 31, 2020. Specific tasks will be completed delivered according to the following schedule:
- Aerial acquisition of digital imagery: Spring 2020 (March through May timeframe depending on weather and ground conditions)
  - Project wide orthoimagery GeoTIFF tiles delivered: six months after completed acquisition
  - The OWNER has 30 days after delivery of the project wide products to review the data and provide the CONSULTANT with written comments. The CONSULTANT shall make final delivery within 30 days of OWNER's review.
  - Compressed orthoimagery MrSID tiles and mosaics delivered: one month after acceptance of the GeoTIFF tiles by OWNER
- 4.3 The expiration date of this Agreement is December 31, 2025.
- 4.4 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.
- 4.4 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.
- 4.5 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 5.1.1

#### **ARTICLE 5 – PAYMENTS**

##### **5.1 COMPENSATION FOR SERVICES**

- 5.1.1 OWNER shall compensate CONSULTANT for services included in Article 1 in an amount not to exceed \$24,500.00

## **5.2 TIMES OF PAYMENTS**

- 5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

## **5.3 OTHER PROVISIONS CONCERNING PAYMENTS**

- 5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within sixty days after receipt of Consultant's invoice, the amounts due CONSULTANT will be subject to equitable adjustment but in no event shall it be increased by more than a rate of 1-1/2% per month (18% A.P.R.) from said sixtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses. If for some reason there is a dispute concerning an invoice and the dispute extends beyond one month, the owner will not be assessed a 1.5% penalty to that invoice.
- 5.3.2 In the event of termination by OWNER for reasons other than CONSULTANT'S breach of this agreement, CONSULTANT will be reimbursed for all charges and services rendered, however, in no event shall such reimbursement exceed the compensation set forth in 5.1.1.
- 5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.
- 5.3.4 Factors determining compensation payable to CONSULTANT will be adjusted periodically and equitably to reflect changes in various elements that comprise such factors. Any changes must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

## **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 is to be governed by the law of the State of Wisconsin.

### **6.3 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.

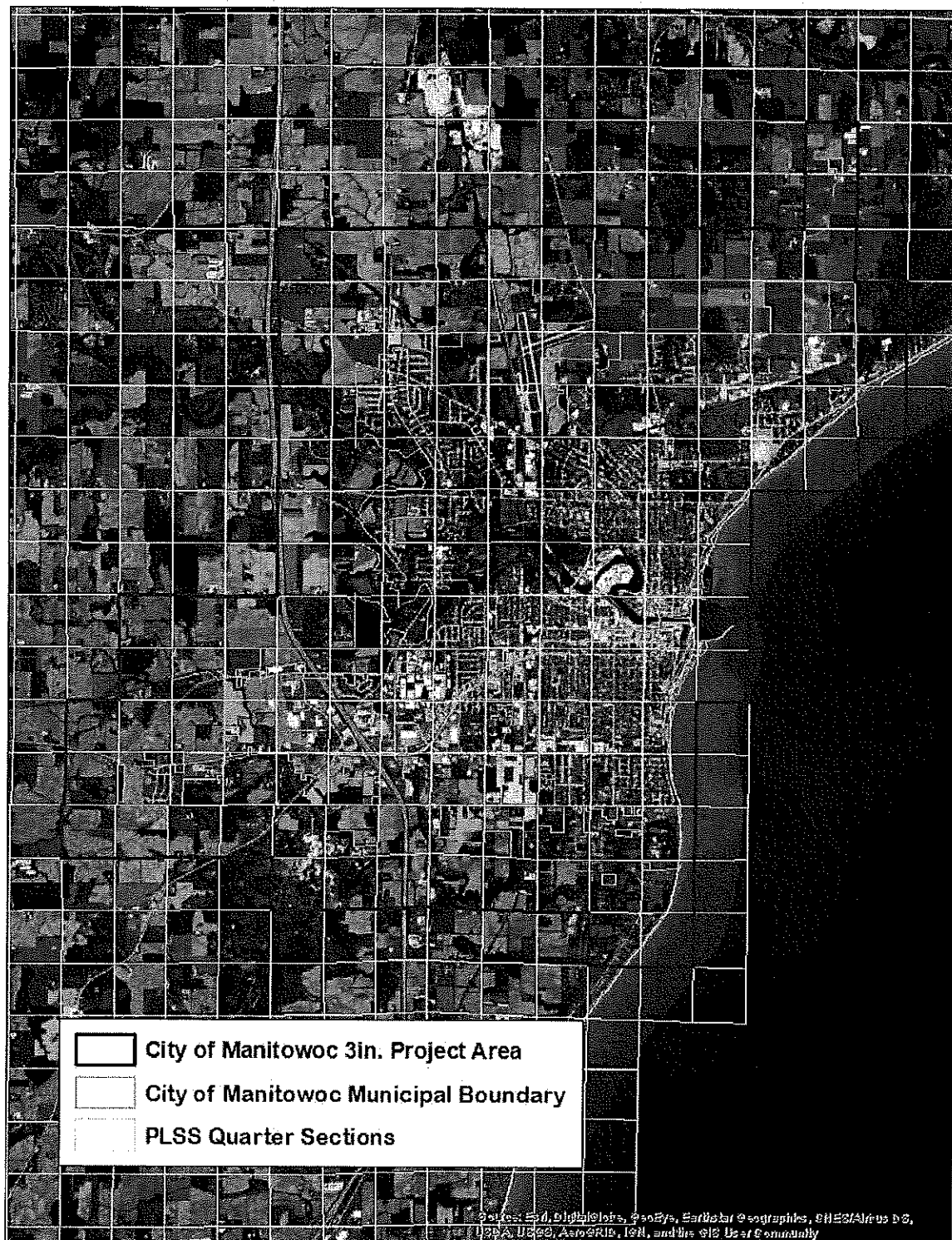
### **6.4 Indemnification**

The CONSULTANT hereby agrees to indemnify the OWNER for all claims arising solely from negligent acts, errors or omissions of the CONSULTANT in the performance of professional services under this agreement.

### **6.5 Data ownership Assignment**



## Attachment A Map of Project Area



Approve UnBids-to Request for  
Comm Development for <sup>Sept</sup> \$24,500 to  
Update Aerial photos ~~to~~ Spring 2020

A/c	NAT
SP	
TMB	
NUR	
CR	
PR	