

RESOLUTION NO. 100 -2004

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE OCONTO COUNTY BOARD OF SUPERVISORS

RE: CONTOUR MAPPING CONTRACT

WHEREAS, on October 21st 2004, the Oconto County Board of Supervisors passed Resolution #70-2004 "Contour Mapping", and

WHEREAS, said resolution stipulated appropriating \$217,950.00 for 2005 and \$217,950.00 for 2006, and

WHEREAS, Oconto County Land Information Systems Committee has reviewed the attached contract and recommended it to the Oconto County Board of Supervisors for approval.

NOW, THEREFORE BE IT RESOLVED, that this "Contour Mapping Contract" be approved for the budgetary years as indicated.

BE IT FURTHER RESOLVED, that the Oconto County Clerk be instructed to sign and forward said contract to the appropriate parties.

Submitted this 16th Day of December, 2004

BY: Forests, Parks, & Recreation/Land Information Systems Subcommittee

Louis Winkler
Louis Winkler, Chair

Thomas Gryboski
Thomas Gryboski

Lawrence Buhrandt
Lawrence Buhrandt

Lawrence Hilbert
Lawrence Hilbert

Marie Bartz
Marie Bartz

Approval by Corporation Counsel:

Adopted by
Vote:

Ayes 28 Nays 3 Absent 0

Initials of Corp., Counsel Date Received

STATE OF WISCONSIN
County Oconto
I, Rose Steelmacher, do hereby certify that the above is a true and correct copy of the original now on file in the office of the County Clerk and that it was adopted by the Oconto County Board of Supervisors on this date.
Date: 12-17-04
(Seal) Rose Steelmacher
County Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of December 16, 2004 between Oconto County (OWNER) and Owen Ayres & Associates, Inc., a.k.a. Ayres Associates, 1802 Pankratz Street, Madison, Wisconsin 53704 (CONSULTANT).

OWNER intends to retain the CONSULTANT to acquire Light Detection and Ranging (LiDAR) data for all of Oconto County. The LiDAR data will be used to interpolate 2-foot contours.

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

ARTICLE 1 - BASIC SERVICES

CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, as indicated in Attachment A.

ARTICLE 2 - ADDITIONAL SERVICES

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

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.

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. In Attachment B specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided; if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

ARTICLE 5 - PAYMENTS

5.1 Methods of Payments for Services and Expenses

5.1.1 OWNER shall pay CONSULTANT for Basic Services and Additional Services rendered (as amended and supplemented by Attachment A).

5.2 Times of Payments

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. Consultant shall begin submitting invoices for the LiDAR data acquisition phase of the project as the first phase of the Project occurs in 2005. Not to exceed \$217,950,000 for the 2005 budgetary year.

CONSULTANT shall begin submitting monthly invoices for processing of the LiDAR and contour data as the second phase of the Project occurs in 2006.

Not to exceed \$217,950,000 for the 2006 budgetary year.

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 thirty days after receipt of CONSULTANT's invoice, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (12% A.P.R.) from said thirtieth 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 1.0% penalty to that invoice. (Pursuant to State law the County is not required to pay more than 1.0% on delinquent accounts.)

5.3.2 In the event of termination by OWNER, CONSULTANT will be reimbursed for all charges and services rendered.

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.

5.3.5 The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed shall be added to the compensation as determined above.

5.4 Definitions

5.4.1 Direct Labor Costs used as basis for payment means salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the Project, but does not include indirect payroll related costs.

5.4.2 Reimbursable Expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; telephone calls, electronic mail, facsimile transmissions, and telegrams; expenses incurred for computer time, word processing equipment, survey, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

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 Copyright Assignment

The CONSULTANT assigns copyright to the OWNER for all deliverable LiDAR products. The CONSULTANT agrees that the products and documents 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.

6.4 Insurance

The Consultant shall obtain and maintain a general commercial liability insurance policy with a combined single liability limit of \$2,000,000.00. CONSULTANT shall further obtain and maintain an errors and omission insurance policy with a minimum liability limit of \$2,000,000.00 and workers compensation insurance policy with limits as required by Wisconsin law. CONSULTANT shall provide the OWNER with certificates of insurance establishing the existence of the insurance policies set forth herein.

ARTICLE 7 - EXHIBITS AND SCHEDULES

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

7.1.1 Attachment A - Scope of Services, consisting of 2 pages.

7.1.2 Attachment B - Periods of Service, consisting of 1 page.

7.2 This Agreement (consisting of pages 1 to 8, inclusive), together with the Exhibits and Schedules 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.

Oconto County, Wisconsin
OWNER

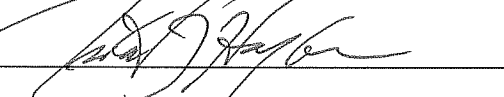
Rose Stellmacher

Rose Stellmacher

Oconto County Clerk

December 17, 2004

Owen Ayres & Associates, Inc.
CONSULTANT



Frederick J. Halfen

Regional Vice President

1/3/05

(Signature)

(Printed Name)

(Title)

(Date)

ATTACHMENT A - SCOPE OF SERVICES

Agreement dated 12/17/04

Initials:
OWNER RS
CONSULTANT [Signature]

BASIC SERVICES

1.1 General

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

1.2 Photogrammetric Services

After written authorization to proceed, CONSULTANT shall:

- 1.2.1 Conduct a Light Detection and Ranging (LiDAR) acquisition flight. The raw LiDAR data density (posting) will be approximately 3-meters. Total coverage of County is 1020 square miles or 653,070 square acres.
- 1.2.2 Post process the raw LiDAR data to remove LiDAR data which define vegetative canopy, undergrowth, buildings, and other above bare earth features. Final processed file will contain bare earth X, Y and Z values at an approximate density (posting) 5-meters (Digital Elevation Model).
- 1.2.3 Integrate 3-dimensional breaklines into the bare earth data grid to create a Digital Terrain Model (DTM).
- 1.2.4 Interpolate 2-foot contours from the DTM.
- 1.2.5 All map products will meet ASPRS Class II accuracy standards.
- 1.2.6 Deliverable items will include a countywide DTM (Oconto County Coordinates horizontal) (vertical reference datum NAVD88), 2-foot contour vector files in AutoCAD format, and FGDC compliant metadata for all digital files in MSWord and XML format.

ADDITIONAL 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 Basic Services and will be paid for by OWNER as indicated in Article 5 and Attachment C.

- 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.

- 2.1.4 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.
- 2.1.5 The terms "Direct Labor Costs" and "Reimbursable Expenses" have the meanings assigned to them in Article 5.4.

OWNER'S RESPONSIBILITIES

In addition to the OWNER's responsibilities listed in Article 3, OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 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.
 - 3.4.1 Provide to Ayres Associates the location of known and existing horizontal and vertical values for GPS monumented control points within the county.
 - 3.4.2 Bay Lake Regional Planning Commission to act as the County's consultant in the areas of quality review of the data, assistance with technical details, and other areas regarding the Project as deemed appropriate by the County. Consultant agrees to work directly with both Bay Lake Regional Planning Commission and OWNER.
- 3.5 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.
- 3.6 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.7 Bear all costs incident to compliance with the requirements of Article 3, as amended and supplemented by Attachment A.

ATTACHMENT B - PERIODS OF SERVICE

Agreement dated 12/17/04

	Initials:
OWNER	<u>RS</u>
CONSULTANT	<u>JK</u>

4.1 Provisions of Article 4 are hereinafter amended and supplemented as follows:

4.2 The services called for in Attachment A - Scope of Services will be completed and submitted as follows:

LiDAR Acquisition	March-June 2005
	<i>(As ground/weather conditions permit)</i>
LiDAR Post Processing	January-March 2006
Delivery of LiDAR Data and 2-foot Contours	March 2006

4.3 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.

4.4 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 5.3.2.