

March 19, 2009

To: Scott County Board of Supervisors  
From: Ray Weiser, GIS Coordinator  
Re: 2009 Photogrammetric Project with Kucera, Intl

Scott County is not static. Activities such as farming, development, construction, and natural forces continuously shape and reshape our environment. As a tool to help manage this change most Iowa counties employ the use of digital orthophotography and update it in 2-5 year cycles. Scott County last flew orthophotography in April of 2005. It has been used to support the business needs of several departments and is a key resource in the digital parcel conversion project.

In anticipation of the parcel project completion at the end of 2009, in adherence with the Scott County GIS Strategic Plan (which details a four year re-flight schedule), and in cooperation with the Bi-State Regional Commission, Scott County participated in a consortium of local governments to acquire new spring '09 orthophotography and related photogrammetric products.

Dan Corbin of DCI provided assistance in writing the RFP and ranking responses. Nine firms responded to the RFP. After a thorough selection process in which both cost and qualifications were considered, two candidates were interviewed and the consortium recommended Kucera Intl, Inc. for the project. Kucera Intl is the same firm that Scott County contracted with to fly the 2005 orthophotos.

The photogrammetric products that we identified for Scott County include:

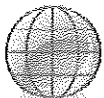
- 0.4 ft. Ground Sample Distance (GSD) natural color orthophotography
- 0.25 ft. GSD black and white orthophotography
- Building footprints (with elevations) and driveway features

For more information please refer to the attached Contract Agreement. I respectfully recommend approval of the Contract Agreement with Kucera Intl, Inc in the amount of \$140,100 for photogrammetric services.

Sincerely,

Ray Weiser  
Scott County GIS Coordinator

Encl: Contract Agreement, Resolution



Scott County, Iowa  
Geographic Information Systems  
Information Technology Department

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Office: 563/328-4137 · Mobile: 563/940-5012 · fax: 563/326-8669  
email: [gis@scottcountyiowa.com](mailto:gis@scottcountyiowa.com) · web: [www.scottcountyiowa.com](http://www.scottcountyiowa.com)

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

## RESOLUTION

### SCOTT COUNTY BOARD OF SUPERVISORS

March 19, 2009

#### APPROVAL OF CONTRACT WITH KUCERA INTL FOR PHOTOGRAMMETRIC PRODUCTS AND SERVICES

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the contract in the amount of \$140,100 with Kucera Intl, Inc. for photogrammetric products and services including digital orthophotography and planimetric feature development is hereby approved.
- Section 2. That the Chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

# CONTRACT AGREEMENT

## **KUCERA** INTERNATIONAL INCORPORATED AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES

MAIN OFFICE:	38133 Western Parkway	Willoughby, Ohio 44094	(440) 975-4230
BRANCH OFFICES:	3889 Grove City Road	Grove City, Ohio 43123	(614) 539-3925
	2215 South Florida Avenue	Lakeland, Florida 33803	(941) 686-8640
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2009, between Scott County Information Technology, 600 W 4<sup>th</sup> Street, Davenport, Iowa 52801, hereinafter referred to as the "County," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

**WHEREAS**, the County desires to engage the Consultant to provide professional services in connection with the project as outlined in the Bi-State Commission's Quad Cities Aerial Mapping Project Request for Proposals (Bi-State RFP) issued January 15, 2009; and

**WHEREAS**, the Consultant desires to render those services as described in Section 1: Scope of Services;

**NOW, THEREFORE**, the County and the Consultant in consideration of the mutual covenants contained herein agree as follows:

### **SECTION 1: SCOPE OF SERVICES**

The Consultant will provide to the County aerial photogrammetric services which will generally consist of new aerial photography, airborne control surveying, aerotriangulation, digital orthophotography, and digital planimetric feature mapping covering the County and area as defined in the Bi-State RFP. The aerial photography will be acquired using digital aerial camera technology in direct RGBIR digital form at a 0.4' (flying height ~4000' above ground) image resolution and will be georeferenced to a combination of airborne GPS/IMU and targeted ground control using a softcopy aerotriangulation process. The georeferenced imagery will be ortho-rectified to existing County or State digital elevation model (DEM) data, which will be photogrammetrically updated as needed to support the rectification. The digital orthophotography will be furnished in color at 1"=100' scale, 0.4' image resolution. The planimetric feature mapping will be performed at 1"=100' scale and will include structures, centerlines for long (>300') single structure driveways, and all driveway centerlines serving multiple residences as specified.

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In addition to the Bi-State RFP-specified deliverables, the County will receive a preliminary copy of the project orthophotography, GIS change area polygons from change analysis procedures, and updated project DEM mass point and breakline data.

Optional services/data products will include duplicate color infrared orthophotography, duplicate black and white orthophotography with a 0.25' resolution, and building height and/or elevation attributes.

The project ground control surveying and targeting work will be accomplished by the County.

The services to be performed are more specifically described in the Bi-State Commission's January 15, 2009 Quad Cities Aerial Mapping Project RFP and Kucera's proposal response dated February 5, 2009, attached hereto as Exhibits A and B, respectively. Where changes to the project scope of work and associated deliverables are set forth in the Agreement, such will have precedence over the scope and deliverables as indicated in Exhibits A and B. All other Bi-State RFP and Kucera proposal details, terms, and conditions apply to this Agreement.

**SECTION 2: DEFINITION OF TERMS**

- A. **Contract Officer** - shall refer to the duly designated County official charged with general administration and coordination of matters related to this Agreement on behalf of the County.
- B. **Project Coordinator(s)** - shall refer to the County's or Contract Officer's designated person or persons responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager. Such coordination shall include, but not be limited to, the review and acceptance of any hardcopy and computer digital file samples submitted by the Consultant.
- C. **Project Manager** - shall refer to the person assigned by the Consultant to oversee the Consultant's work, coordinate with the County, and periodically report the status of the work to the Contract Officer or the County's Project Coordinator.
- D. **Project Area** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.
- E. **Work/Deliverables** - shall refer to all data provided to the County corresponding to the contracted services and described herein, e.g., imagery, reports, digital mapping, etc.
- F. **Delivery** - shall mean the receipt in good order and condition, by the County Contract Officer or Project Coordinator(s), of all deliverables for services purchased by County from Consultant under this Agreement.

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G. **Acceptance** - shall refer to the County's written or verbal acknowledgment of its approval in adequacy, accuracy, and quality of deliverables submitted by Consultant, following the County's review of deliverables.

H. **RFP** - shall refer to the Bi-State Commission's Quad Cities Aerial Mapping Project request for proposals dated January 15, 2009 and associated addendums and correspondence.

I. **Proposal** - shall refer to Kucera International's proposal to the Bi-State Commission for the project work dated February 5, 2009.

**SECTION 3: RESPONSIBILITIES OF THE COUNTY**

A. The County shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant to act as liaison between the County and Consultant.

B. The County shall within ninety (90) days of receipt review any samples or deliverables and approve or comment on same.

C. The County shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.

D. The County shall provide any designated County-owned source materials to the Consultant required to complete the project work and shall apprise the Consultant as possible of other known available source materials which may aid in the performance and check of the work.

E. The County at its expense shall pay for the shipment of any materials to the Consultant.

**SECTION 4: RESPONSIBILITIES OF THE CONSULTANT**

A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.

B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibits A and B without the express written prior consent and Agreement of the County and the Consultant.

C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the County in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.

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D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the County's Project Coordinator(s) and make regular status reports to the County.

E. The Consultant shall pay for the shipment of all deliverables and materials to the County.

F. The Consultant shall begin to perform the services upon receipt of the County's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in Section 5: Time of Completion.

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, lidar DEM, digital orthophoto imagery, etc. at no added cost to the County.

H. The Consultant shall obtain any non-County owned/outside source materials designated for use in the completion of the contract work.

**SECTION 5: TIME OF COMPLETION**

The Consultant agrees to complete the project work according to the following schedule as outlined in the Consultant's proposal:

<i>Phase</i>	<i>Start</i>	<i>Complete</i>
Project initiation	2/23/09	3/9/09
Ground control survey/targeting	3/9/09	3/23/09
Aerial photo flyover	3/24/09	4/24/09
Aerial data processing/reduction and review	4/24/09	5/30/09
Preliminary orthophoto delivery	5/1/09	5/8/09
Aerotriangulation	5/24/09	7/15/09
Pilot project	7/15/09	8/15/09
Planimetric and DEM stereocompilation	8/15/09	9/30/09
Digital orthophoto production and delivery	9/1/09	10/15/09
Planimetric feature mapping	10/1/09	12/15/09
Project wrap-up/metadata	12/15/09	12/31/09

The contract work shall be completed by December 31, 2009, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

The Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

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Extensions of time can be granted by the County upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.
2. Delays by the County in providing notices to proceed, County-designated source materials, or review/acceptance of the Consultant's work.
3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Acts of nature or other circumstances beyond the control of the Consultant which is not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform.

**SECTION 6: PROGRESS REPORTS**

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least monthly which describe work completed up to the date of such report.

**SECTION 7: DELIVERY OF WORK/DELIVERABLES**

Consultant shall certify to the County when the work or any portion thereof has been completed and products of such work have been delivered to the County for inspection.

**SECTION 8: INDEPENDENT CONTRACTOR STATUS**

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the County and the Consultant or any other subconsultant hired by the Consultant.

**SECTION 9: COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the County shall have the right to annul this Agreement without liability, or, at its

discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**SECTION 10: INSURANCE**

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this Agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million. The County, its elected officials and employees are to be named as additional insureds.

All insurance coverages required in this Agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the County with certificates of insurance on all policies required under this Agreement within ten (10) days of execution of this Agreement and prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the County has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-mentioned County notification clause.

Consultant shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of this Agreement except as may be defined in Section 11: Warranty.

**SECTION 11: WARRANTY**

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of



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this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the County's specifications. The orthophotography and planimetric mapping produced will meet ASPRS Class 1 and National Standards for Spatial Data Accuracy (NSSDA) as applicable, i.e., having a root mean square horizontal displacement error (RMSE) within 1' and individual feature displacement within 2' at 95% confidence for ground-based locations determined from the imagery/mapping in relation to their "true" (accurately surveyed) positions. The work shall be of high quality, and shall be within the tolerances allowed by the above-cited references. If the Consultant is notified in writing by County of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the County. All rework shall be made at no additional cost to the County.

The warranty will apply indefinitely for major errors/defects found in Consultants' mapping and for one year from the time of final delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Agreement.

**SECTION 12: INSPECTION AND CORRECTION**

The Consultant shall correct any major defects/errors in the work found following the County's review period, and shall make accessible to the County whatever information, data, materials and processes the County deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the County's review or inspection processes.

The County shall promptly following its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable if indicated as such in the absence of other notification.

**SECTION 13: ACCEPTANCE**

The County shall give written notice of its acceptance or non-acceptance of work to Consultant within ten (10) working days of the 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the County.

**SECTION 14: USE OF PROJECT DATA**

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the County as outlined in the Scope of Services is for the exclusive use and benefit of the County, and shall be the sole property of the County, and that such information shall not be disseminated by the Consultant without the express written consent of the County.

B. All information, data, designs, plans, drawings, maps, photographs, specifications or other work furnished to or developed for the County by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the County, and all rights therein are reserved by the County. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the County without the County's consent.

C. During the course of the work, the Consultant, upon the express written consent of the County, may fill requests by non-County agents, business entities or individuals for imagery or mapping not part of this Agreement or not as yet delivered to the County. Should this occur, the Consultant shall charge a reasonable fee for its service and at the County's option will credit the County an agreed upon percentage of such fees.

D. Upon the completion of the work, the County may at its option enter into a contract with the Consultant to supply products and services which the County may not be equipped to furnish to non-County agencies or individuals. The Consultant will furnish a list of products and services over and above those furnished to the County along with fees for such products and services, and the County may direct the Consultant to charge such fees for them, as the County deems appropriate.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered to the County within its office in digital computer file form to serve as a backup to the data furnished to the County. Should the County suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

F. The County shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the County, e.g., image enlargement significantly greater than the specified map scale scales and associated accuracies.

**SECTION 15: COPYRIGHTS AND DISCLAIMERS**

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography, planimetric mapping) shall pass from the Consultant to the County upon the County's payment for the deliverables.

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B. Use by a third party of the project aerial photography and associated digital imagery while in the Consultant's processing shall require advance approval from the County.

C. If the project data is to be made available by the County for use by outside entities, the County and Consultant shall prior to entering an Agreement with said outside entity prepare a statement/disclaimer as to its proper use/interpretation for the protection of both the County and the Consultant.

**SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES**

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

1. Digital aerial photography at 0.4' resolution	\$ 41,500
2. Color digital orthophotography at 1"=100' scale, 0.4' resolution	52,200
3. Planimetric feature mapping	<u>26,900</u>
Total base fee	\$ 120,600

Optional Services:

4. Black and white orthophotography with 0.25' resolution	\$ 8,500
5. Color infrared orthophotography with 0.4' resolution (uncompressed and compressed form)	\$ 14,000
6. Building feature elevation and height attribute	\$ 11,000

Invoicing for each phase will be based upon documentation of completion and/or transmittal of phase deliverable or substantial portion thereof. The fees listed above include all ancillary services/products required for each cost item as defined in Exhibits A and B. Optional services will only be performed by the Consultant with written authorization of the County.

**SECTION 17: INVOICING**

The Consultant's invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in Section 16 (Compensation) of the Contract Agreement. The County agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the County or otherwise found to be in error, the invoice will be voided out and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

**SECTION 18: PRICE PROTECTION**

The fees quoted for work contracted for by the County as part of this Agreement, or quoted by Contractor for additional services during the course of this Agreement shall be applicable until March 1, 2010. Should the County defer any portion of the work beyond this date, the fee for such work deferred will be adjusted by the consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

**SECTION 19: COMPLIANCE WITH THE LAW**

- A. The Consultant shall not discriminate by any reason of age, color, handicap, national origin, race, religion or sex which is unrelated to the duties or position of applicants for employment by the Consultant.
- B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

**SECTION 20: TERMINATION**

This Agreement shall terminate upon the County's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial film, digital orthophoto imagery, etc.

The County may terminate this Agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the County shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to cure such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the County may terminate this Agreement at its option and sue the Consultant based upon a failure of the Consultant to adhere to this Agreement.

**SECTION 21: AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

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**SECTION 22: AGREEMENT INTEGRITY**

This document and attachments represent the full and final Agreement between the Consultant and the County. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

**SECTION 23: ATTORNEY FEES**

In the event either party has to institute any legal action for breach of this agreement or to enforce the terms thereof, the prevailing party shall be entitled to recover any and all costs associated with having to institute such action, including, but not limited to, attorneys' fees and all costs as a result of the action

**SECTION 24: JURISDICTION AND SIGNATURES**

This contract is hereby signed in the State of Iowa and the laws of the State of Iowa shall be applicable hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date hereinabove first written.

SCOTT COUNTY

KUCERA INTERNATIONAL INC.

By: \_\_\_\_\_  
Authorized County Representative

By: \_\_\_\_\_  
John Antalovich, Jr., PE  
President