

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: CITY OF GARDINER
Parcel Mapping Services

Date: August 23, 2007

Agreement Between:

Client: CITY OF GARDINER
6 Church Street
Gardiner, Maine 04345
(207) 582-6892 Phone
(207) 582-6895 Fax

Contractor: KAPPA Mapping, Inc.
6 State Street, Suite 301
Bangor, Maine 04401
(207) 942-5200 Phone
(207) 942-5201 Fax

On the date KAPPA Mapping, Inc. receives this signed, unaltered Contract, KAPPA Mapping, Inc. hereby agrees to perform the parcel mapping services described below and CLIENT agrees to compensate KAPPA Mapping Inc. as provided below.

1. Project Description/Scope of Work

In accordance with the City's objectives, KAPPA Mapping, Inc. will convert the City's existing mylar maps into digital format; update the maps to represent April 1, 2007 parcel boundaries and identifications; and utilize available aerial photography to produce parcel maps in accordance with the latest version of Maine Geo Library Boards Level III parcel standards.

MEGIS 1' Orthophotos and Basemap Preparation

To develop the basemap, KAPPA will use the Maine GIS (MEGIS) 1' orthophotos as a backdrop, and then digitize these features to develop the basemap:

- Road centerlines and edges,
- Hydrographic features such as lakes, ponds, major streams,
- Building outlines. Please note that building locations using the MEGIS orthophotos cannot be corrected for building lean displacement.

The basemap provides the framework from which the parcels are then compiled against and it ensures that no slivers or gaps exist between mapsheets. These MEGIS orthos allow for feature collection suitable to meet the Level III Maine Geo Library board parcel mapping standards.

Phase I

Then KAPPA will scan the existing tax maps (and/or use the available PDF files) and geo-reference them to the MEGIS orthophotos. These geo-referenced tax maps will be used as a guideline for delineating the parcel outlines, as well as visible co-incident features, as described in the latest State of Maine Digital Parcel Standards for Level III.

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Phase II

Phase II entails the updating of the digital maps using deeds and available surveys to represent an effective date of April 1, 2007. The KAPPA and DSS Project Team will research deeds and other data as necessary for correcting major problem areas (such as discrepancies between tax map sheets). The City has indicated that there are approximately 180 changes to be made from 2000 to 2007 and our proposed budget allows for detailed research on these parcels. Parcels will be attributed per the Maine Digital Parcel Standards including map/book/lot number needed to support the Vision/CAMA software, and dimensions and other text (as currently shown on existing parcel maps) added as annotation.

Parcels will be compiled to reflect changes as of April 1, 2007.

Annotation Layer

The existing annotation on the tax maps will be converted and georeferenced to ArcGIS annotation layer features. This includes, but is not limited to, parcel dimensions, easement text, street names, and so on. Annotation layers will be created for each specific type of annotation to be converted.

The text of the annotation will be such that it plots at a legible scale on the 23.5"x30" maps. Where possible, it will also be legible on the 11"x17" reductions.

Tax Map Generation and Printing

As part of this project, KAPPA and DSS will use the Dirigo Assessor Tools, which include an automated tax map generation feature. This tool allows the user to simply select a desired map sheet from a list and the program does the rest. The program places and modifies all of the map sheet elements as needed to produce the final map sheet ready to send to the output device. We will use this same program for generation of the review and final copies of the tax maps as required for this project. This software is not needed to view or use the tax maps and therefore is not included as a deliverable for this proposal.

We will confer with the City of Gardiner to establish an acceptable 1"=100' and 1"=200' sheet layout for the new maps. In addition, KAPPA and DSS will generate an Index Map, at a scale of 1"=1,250'.

Specific Requirements

KAPPA fully understands the specific requirements of this project and will deliver the following to the City of Gardiner:

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- Digital files shall be in the ESRI shape file format (*Note: Annotation not handled by SHP file format – KAPPA and DSS will research the best format to handle annotation to be compatible with ESRI software packages*),
- Files shall be projected in the requested projection, coordinate system, and units,
- Road polygons shall be closed and not part of the universal polygon,
- Each shape file will have the corresponding support files,
- Each closed polygon will have a unique indexed attribute,
- Property boundaries will be coincident with clearly defined and visible features
- Roads will nominally lie completely within the rights of way shown on the parcel data,
- Discrepancies between adjacent property lines will either be reconciled, or if not able to be reconciled, will be labeled as “in dispute” and stored as a separate polygon.

Required Deliverables

To meet the objectives set forth by the City, KAPPA will deliver the following:

- MEGIS 1’ orthophotos,
- Existing mylars will be geo-referenced in the requested projection, coordinate system, and units,
- Appropriate metadata will be included with all deliverables,
- 2 sets of black and white Tax Maps (23.5” x 30”), using the same scale(s) as the existing maps,
- 2 sets of black and white Tax Maps (11” x 17”),
- List of acreage discrepancies (comparing City CAMA database and the calculated acreage produced by the project),
- Property dimensions (stored as a separate layer – as shown on assessor’s maps and on the deeds/surveys with the intent to update the property dimensions as of 2007)
- Building outlines will be provided

2. Scope Modifications

The following conditions or limitations will apply to the described scope of work.

- a. “Standard Terms & Conditions” as attached hereof will apply.
- b. 3 ArcView 9.x licenses.
- c. 3 Four-hour sessions(includes travel, preparation & customization, etc.)
- d. 36 hours of GIS consulting (onsite, phone, email, etc.)

3. Schedule of Work and Compensation

KAPPA Mapping, Inc. will start work within 10 business days of receipt of authorization to proceed. KAPPA Mapping, Inc. anticipates project completion on or before 1/15/08 (based on a 9/6/07 or before start date). Cost of services within the Scope of Work to be incurred without prior authorization of CLIENT, will be \$45,880 as itemized below:

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Milestone		Estimated Schedule*	Payment Due
MEGIS 1' orthophotos	No charge	1 week	Upon Completion
Basemap preparation	\$5,200.00	4 weeks	Percentage of Completion
Building Outlines	\$2,750.00	3 weeks	Upon Completion
Phase I -- Data Conversion	\$20,000.00	10 weeks	Percentage of Completion
Phase II -- Deed/Survey Reconciliation	\$4,500.00	4 weeks	Percentage of Completion
Annotation/Property dimensions, etc.	\$3,500.00	2 weeks	Upon Completion
2 sets of 23.5" x 30" black & white maps	\$180.00		Upon Acceptance
2 sets of 11" x 17" black & white maps	\$150.00		Upon Acceptance
Data delivery, includes plotting & PDF & other digital files	<u>\$1,200.00</u>		Upon Acceptance
	\$37,480.00		
Additional Items Requested:			
3 ArcView 9.x licenses (\$1200 ea)	\$3,600.00		Upon delivery
3 Four-hour sessions (includes travel, preparation and customization, etc.	\$1,200.00		Upon delivery
36 hours of GIS consulting at \$100/hour	<u>\$3,600.00</u>		Upon delivery
	\$8,400.00		
Total Project Cost:	\$45,880.00		

* tasks may be concurrent

See attached "Standard Terms & Conditions" for other payment terms.

By signing below, the parties hereby agree to all terms of this agreement and "Standard Terms & Conditions" as attached hereof.

It is understood that the CLIENT, in lieu of a bond, will hold back 15% on the invoices until all data (softcopy and hardcopy) has been delivered and accepted. This applies ONLY to the \$37,480 portion of the contract. The ArcView software and on-going GIS consulting services are not part of this agreement and will be paid for by the CLIENT upon receipt of the invoices. Once data and deliverables have been accepted by the CLIENT, KAPPA will receive the outstanding 15%.

Liquidated Damages.

Failure of Kappa Mapping Inc to complete all and deliver all work outlined in Section 1 "Project Description/ Scope of Work" by March 15, 2008 for any reason other than those specified by the "Standard Terms and Conditions" shall be cause for a payment by Kappa Mapping Inc. to the City of Gardiner (Client) in the amount of \$200.00 per calendar day for each day late. Liquidated damages shall be initially derived out of the 15% retainage held by the City.

CITY OF GARDINER

KAPPA MAPPING, INC.

Date Jeffrey Kobrock, City Manager

Date Claire Kiedrowski, President

STANDARD TERMS AND CONDITIONS AERIAL PHOTOGRAMMETRIC MAPPING PROJECTS

I. STANDARD TERMS: These Standard Terms and Conditions apply to the attached agreement, including letter comments (Agreement), unless different terms and conditions are specified therein, in which case the Agreement shall govern, except for the limitations set forth in Paragraph V. below. All work to be provided hereunder will be performed on equipment and methods as determined by KAPPA Mapping, Inc. (KMI). A list of equipment and software applicable to this Agreement is available upon request.

II. PROJECT MAP: Client shall provide to KMI a suitable map on which the project limits are outlined relative to nearby physical features. If the map was not provided to KMI prior to execution of the attached Agreement, then the fee may be adjusted as necessary after the map has been reviewed by KMI. KMI at its sole discretion may suspend work on the project until the map has been received by KMI.

III. CLIENT-PROVIDED GROUND CONTROL: After receipt of Client-supplied map, KMI will provide Client with the location and description of required ground control. If, in the sole discretion of KMI, the ground control set by Client has not been surveyed with sufficient accuracy, the survey data will be returned to Client and Client will be responsible, at its own cost, for correction or addition of supplementary control as recommended by KMI. Client shall pay for all costs incurred by KMI up until the time data is returned to Client.

IV. ACCURACY AND INHERENT LIMITATIONS: The Agreement contemplates the acquisition and/or use of aerial photographs for the production of maps by the use of photogrammetric compilation methods. KMI is not responsible for inaccuracy and errors in final maps (or interim map component parts) which result from inherent limitations of the equipment, materials, industry-accepted methods, or procedures used, including but not limited to the errors and limitations detailed below.

KMI will plot map features visible from the aerial photographs, including contours, to U.S. National Map Accuracy Standards in accordance with specifications provided under the Agreement. Any features not discernible from the aerial photographs, due for example, to vegetation, obstructions, overhanging rooflines, or shadows cannot be plotted within U.S. National Map Accuracy Standards. Contours in obscured areas will be estimated and shown as dashed lines or as gaps indicating accuracy standards do not pertain.

Grass and weed growth is considered as vegetation. It is the responsibility of the Client to have grass/weed growth cut prior to the flying of photography. KMI is not responsible for map inaccuracies where such growth remains.

If the Agreement contemplates the use of digitized data using in-house or other equipment and software as determined by KMI, KMI is not responsible for direct or consequential damages due to errors caused by latent defects in either the hardware or software of the total integrated system, or by random errors inherent in the digitizing of the data which are beyond the control of KMI.

V. GENERAL LIABILITY: KMI is not liable for project schedule changes nor direct damages caused by delays or non-performance of work herein which arise from events beyond its reasonable control, including but not limited to, lack of adequate flight days, inclement weather, high-air turbulence, delays in establishing satisfactory ground control, air traffic control problems, and equipment difficulties. Under no circumstances is KMI liable for indirect or consequential damages.

KMI is not responsible for damages or losses incurred from the use of maps, studies, concept plans, sketch plans, preliminary plans, or cost estimates prepared by it in excess of charges made for these services.

In the event that Client reports errors in mapping data for which KMI is responsible, KMI agrees to use its best efforts to correct such errors and such correction shall constitute Client's sole remedy with respect to such errors. **IN NO EVENT SHALL KMI'S AGGREGATE LIABILITY UNDER THE AGREEMENT AND THESE STANDARD TERMS AND CONDITIONS EXCEED THE TOTAL OF ALL FEES RECEIVED BY IT FROM CLIENT IN RESPECT OF THE PROJECT DESCRIBED THEREIN.**

VI. CHANGES IN THE SCOPE OF WORK: Any changes in the work statement described in the Agreement, whether they are due to changes in any of the laws, regulations, policies, or ordinances applicable to any aspect of the project or requests by Client, will subject the fees for the affected items to renegotiation and KMI shall not be liable for any direct or consequential changes caused by delays due to such changes.

VII. DATA FURNISHED BY OTHERS: KMI is not responsible for the accuracy of any information supplied by Client, nor for information which Client directs KMI to use, nor for direct or consequential damages resulting from the use of such data. Obvious discrepancies which come to KMI's attention will be brought to Client's attention for resolution, but KMI shall have no affirmative obligation to find and identify such discrepancies. Client shall be responsible to pay for all work completed by KMI before the incorrect data was identified. KMI, at its sole discretion, may decline to proceed with rework on the project until payment for such work has been made by Client. Any rework necessitated by shortcomings in such data shall be the subject of a separate agreement prior to the rework being undertaken. Where appropriate, and at KMI's sole discretion, Client will be given credit for that portion of the completed work which can still be applied towards the reworked project.

VIII. DATA STORAGE / ARCHIVES: Photographs, data, drawings, prints, and other material not delivered to Client at the end of the project shall remain the property of KMI and may be disposed of in its sole discretion.

IX. PAYMENT: Bills for progress payments will be rendered monthly based upon the percentage of work completed, and in no case shall the amount due be less than the total of all sums invoiced to KMI by its subcontractors for work completed by them in this project. Client shall be liable to pay all penalties and/or interest charges imposed by KMI and by its subcontractors if Client fails to pay invoiced amounts in accordance with this paragraph. Interest at the rate of 1.5% per month will be added to Client's account for any balance remaining unpaid more than thirty (30) days after invoicing. If Client should fail to pay KMI within forty-five (45) days after the bill is rendered, then KMI shall have the right, upon seven (7) days written notice to Client, to stop work on the project until payment of the amount owed, including all interest charges, has been received.

**STANDARD TERMS AND CONDITIONS
AERIAL PHOTOGRAMMETRIC MAPPING PROJECTS**

X. IDENTIFICATION OF ENVIRONMENTAL CONDITIONS: If KMI is required to provide field reconnaissance and/or photogrammetric ground control survey(s), then prior to the commencement of work, Client shall describe the content of, and identify by means of an outline on an aerial photograph or map, all known hazardous waste sites or other potentially hazardous or sensitive environmental conditions on or about the work site, including any approaches to the site. Client will indemnify and hold KMI harmless from any damages, including attorney's fees, arising from Client's failure to adequately and accurately identify and describe any such conditions.

XI. HAZARDOUS WASTE: Any mapping projects which involve, directly or indirectly, hazardous waste, potential pollution risks, or pollution control facilities are subject to cancellation by KMI without penalty to KMI if it is unable to obtain on reasonable terms satisfactory insurance coverage and/or if other indemnity arrangements cannot be negotiated by the time the project is started on terms satisfactory to KMI in its sole discretion.

XII. GENERAL CONSULTING: Should services not covered by the work statement provided in the Agreement be required in connection with performance of the Agreement, KMI may, at its election, agree to perform the required services upon request of Client and shall bill for such services at KMI's then current hourly billing rates.

XIII. FEE ESCALATION: The fees in the Agreement are subject to increase after a period of one (1) year from the date of the Agreement, and annually thereafter. Services performed by KMI on an hourly basis will be billed using KMI's then current, hourly billing rates which rates are subject to periodic adjustment.

XIV. EXPIRATION: Unless KMI and Client agree otherwise in writing, KMI may at its option terminate the Agreement if Client has not authorized it to begin work within 90 days from the date of execution of the Agreement.

XV. CONFLICTING CONTRACT PROVISIONS: Unless specifically provided otherwise in writing, the provisions of the Agreement shall displace and govern over any conflicting provisions contained in these Standard Terms and Conditions, and the provisions of these Standard Terms and Conditions shall displace and govern over any conflicting terms and conditions in any Purchase Order or other form provided by Client in conjunction with the work to be performed under the Agreement.

XVI. DIGITAL DATA: KMI does not make any warranties concerning digital data either expressed or implied except as specifically set forth in the Agreement, including without limitation, warranty of merchantability or fitness for a particular purpose. Digital data will be prepared using ordinary standards of care and standard procedures, but the results cannot be guaranteed.

Use of data for any purpose other than that for which it was prepared is at the sole risk of the purchaser.

KMI cannot guarantee that output formats will be compatible with any other format, including later or earlier revisions of the same format, nor does it assure that the plot file formats in which data is collected will be compatible with any other system, even if the plotter and plot controller are the same.

Unless the Agreement specifically includes payment for verification of ATTRIBUTE data, ATTRIBUTE data (that is, non-graphic data assigned to graphic features such as the identification of certain man-made features), will not be subject to traditional methods of quality control (for example, by plotting the data as hard copy and checking the ATTRIBUTE tagging by other means). Since this data is essentially raw data which has not been reduced to hard copy, Client is responsible for its own checking procedure if it intends to rely upon ATTRIBUTE data.

Any errors in data transmitted to Client by KMI and called to KMI's attention within forty-five (45) days of receipt of such data by Client will be corrected at no cost to Client. KMI's sole responsibility relating to such errors is to make this correction and KMI expressly disclaims any other responsibility, warranty, guaranty, or assurance.

Client shall not transmit data produced pursuant to the Agreement to any other party without disclosing all of the above limitations. If data or material prepared from such data is transmitted by Client, or by any other party under Client's Direction or with its permission, to other parties without fully disclosing all of the above limitations, Client shall hold harmless, defend, and indemnify KMI from any and all liability, claims, costs, or damages of any nature including costs of defense, arising from such transmittal and/or use.

XVII. MISCELLANEOUS: The Agreement may not be assigned by Client without the express written consent of KMI. If any one or more of the provisions of the Agreement or of these Standard Terms and Conditions is held to be invalid or unenforceable, such provision(s) shall not affect the validity or enforceability of any other provision. The Agreement, including these Standard Terms and Conditions, contains the entire understanding and agreement between Client and KMI relating to the services described in the Agreement, and it supersedes any prior written or oral agreements, understandings or arrangements. No amendment or modification shall be binding on either party unless in writing and signed by that party. The Agreement, including these Standard Terms and Conditions, shall be governed and interpreted in accordance with the laws of the State of Maine.