



City of Grand Island

Tuesday, January 22, 2002

Council Session

Item G23

#2002-29 - Approving Contract 2002-AM-1 For Aerial Photography and Aerial Mapping

The Hall County GIS Committee, Grand Island Utilities Department, and Grand Island Public Works Department, have submitted a request for awarding a bid for Contract 2002-AM-1. Five bids were received ranging from \$132,744.90 to \$205,035.00. The low bid was submitted by Surdex 520 Spirit of St. Louis Boulevard Chesterfield, MO 63005 in the amount of \$132,744.90. The City Utilities Department's portion of the contract is \$50,000.00, the City Public Works Department's portion is \$61,684.50, and the County's (including the Village's) portion is \$21,060.40. The City's portion of the aerial photography project was included in the Department's FY 2001-2002 budget, Enterprise Fund 520 and 400.01.40016.05207 and 100.30.13010.05620 The engineers estimate was \$180,000-\$210,000. It is recommended that the bid be awarded to Surdex, 520 Spirit of St. Louis Boulevard Chesterfield, MO 63005 in the amount of \$132,744.90. See attached RESOLUTION.

Staff Contact: Chad Nability AICP, Regional Planning Director



*Working Together for a
Better Tomorrow, Today.*

To: The Mayor and Council Members January 16, 2002

From: Chad Nabity, Hall County Regional Planning Director – GIS Committee Chairman
Gary Mader, Utilities Director
Steve Reihle, Public Works Director

Re: Aerial Photography and Aerial Mapping Contract 2002-AM-1

Background

This is a joint project between the City Utilities Department, the City Public Works Department, and the Hall County GIS Department, as allowed for in the *Interlocal Cooperation Agreement For The City/County Geographical Information System*.

The City currently uses 1998 aerial photography, and the County is using 1992 aerial photography, for studies and planning. These photos no longer meet the needs of the City or County, and bids have been solicited for new digital aerial photos. These will provided the accuracy and high resolution quality needed for area planning, mapping, and other means determining municipal and county growth. Attached is a map of the flight areas.

Discussion

The Utilities Department, the City Public Works Department, the City/County Regional Planning Commission, and Hall County GIS Department, have solicited bids for this joint project in accordance with City Procurement Codes. The bids were publicly opened at 11:00 am on January 14, 2002. Six bids were received, however one was not opened due to inconsistencies with the bid bond requirements. A tabulation of the five evaluated bids is listed below:

	<u>Base Bid</u>	<u>Options</u>	
	A-E	A-J	Total
Horizon, Inc Rapid City, SD	\$131,470.00	\$31,990.00	\$163,460.00
Sanborn Map Co Fenton, MO	\$133,649.80	\$51,439.00	\$185,088.80
Aerometric, Inc Fort Collins, CO	\$155,450.00	\$30,032.00	\$185,482.00
Surdex Corp Chesterfield, MO	\$100,114.90	\$32,630.00	\$132,744.90
ASI Cedar Falls, IA	\$189,701.00	\$15,334.00	\$205,035.00

RECOMMENDATION:

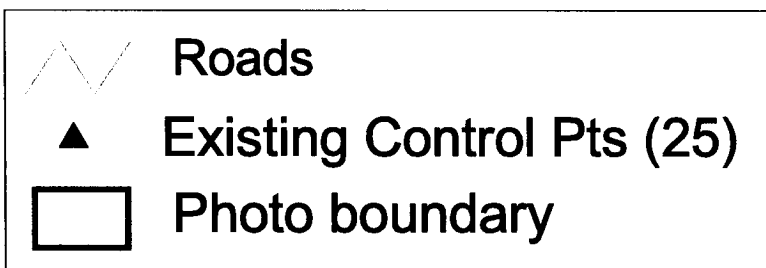
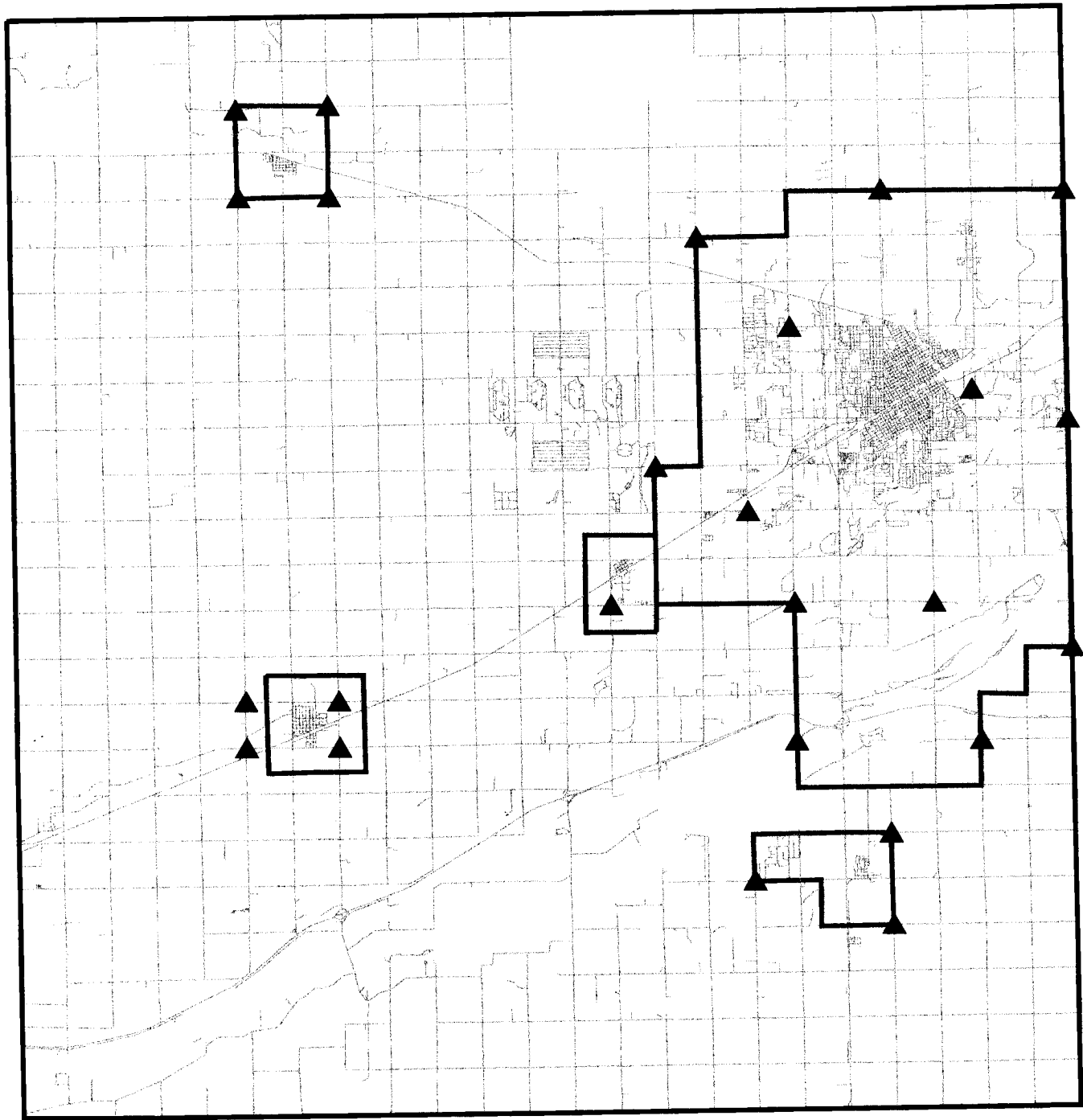
The City/County GIS Committee recommends the Council award the contract for aerial photography, 2002-AM-1 to the Surdex Corporation, in the amount of \$132,744.90. Their bid is without exceptions, is below the engineer's estimate of \$180,000.00, and meets all City contract requirements.

FISCAL EFFECTS:

The City Utilities Department's portion of the contract is \$50,000.00, the City Public Works Department's portion is \$61,684.50, and the County's (including the Village's) portion is \$21,060.40. The City's portion of the aerial photography project was included in the Department's FY 2001-2002 budget, Enterprise Fund 520 and 400.01.40016.05207 and 100.30.13010.05620 ..

Cc: Marland Ferguson, City Administrator

Hall Co / Grand Island, NE Proposed Ground Control



SECTION II

SECTION III

**Hall County/Grand Island GIS
Grand Island, Nebraska
City Hall – 100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968**

Telephone: (308) 385-5444 Ext. 131
Fax: (308) 385-5427

**Contract 2002-AM-1
For
Aerial Photography and Aerial Mapping**

BIDDER: _____

Opening Date/Time: January 14th, 2002 @ 11:00 A.M.,
Central Standard Time (CST)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact: Purchasing Division of the Legal Department, City of Grand Island,
Phone (308) 385-5444

Advertisement to Bidders

FOR
HALL COUNTY/GRAND ISLAND GIS

Sealed bids will be **received at the office of the City Clerk**, 100 East First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, until 11:00 a.m. (local time), on January 14, 2001, for furnishing labor, tools, equipment, materials, and doing all work for **Contract 2002-AM-1**; and their related appurtenances. FOB the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

One (1) original and four (4) complete copies of the bid shall be submitted on forms herein. Each bidder shall submit with their bid a certified check, a cashier's check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within twenty (20) days, at the bid price, if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the Owners' insurance requirements and supply performance and payment bonds.

Bids will be evaluated by the Owner based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Owner reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in their best interest, at their sole discretion.

No bidder may withdraw their bid for a period of sixty (60) days after date of opening bids.

Plans and specifications for use in preparing bids may be obtained from Chad Nability AICP, Regional Planning Director, Grand Island, NE.

RaNae Edwards, City Clerk

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Timeline

	Date
Advertise for Bids	December 21, 2001
Bid Closing / Bid Opening	January 14, 2002, 11:00 AM, CST
Award of Contract	January 22, 2002

Instructions to Bidders

OWNER: The County of Hall, Nebraska hereafter called County, and City of Grand Island Nebraska, hereafter called CITY, hereafter jointly referred to as OWNER, is now accepting bids for aerial photography and aerial mapping.

SUBMISSION OF BIDS: All bids shall be submitted on the bid forms hereto attached, which shall remain bound with the complete Contract Documents as originally issued, **and be addressed to the City Clerk**, and plainly marked, "BID FOR CONTRACT 2002-AM-1."

INSURANCE COVERAGE: The Contractor shall purchase and maintain at Contractor's expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if they are a recognized supplier or manufacturer of materials and items similar to that specified herein with complete factory facilities in the United States and has had experience in the design and manufacture of items of equal or greater size than that specified herein. Bidders shall furnish upon request a list of jobs of similar size, magnitude and requirements which he has satisfactorily performed. The list shall state the name of the purchaser, locations, date of purchase, size, type and operating conditions. Such data will be used to assist in determining the qualifications of the bidder, and shall be submitted within seven (7) calendar days from receipt of such a request by the Owner. Bidder must comply with all applicable Federal, State and local rules and regulations.

BIDDER SECURITY: Bidder security, when required, shall be enclosed in a special envelope marked, "BIDDER SECURITY / BID FOR CONTRACT 2002-AM-1." The envelope shall contain only a cashier's check, certified check, or bidder's bond.

This special envelope shall be attached to a sealed envelope containing the bid and any other requested bid materials. This second envelope shall be marked "BID FOR CONTRACT 2002-AM-1." Bids of an incomplete nature or subject to multiple interpretation may, at the option of the Owner, be rejected as being irregular.

CHECKS OR BID BONDS: Checks or bid bonds of the unsuccessful bidders will be returned when their bids have been rejected and not to exceed sixty (60) days from the date bids are opened. All bids shall remain in force for this 60-day period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties and

necessary bonds supplied. Should the Owner make an award to a Contractor who refuses to enter into Contract and furnish the required bonds within twenty (20) days after notification of acceptance, then the bid security which has been deposited with the Owner will be forfeited to the Owner as liquidated damages.

PERFORMANCE AND PAYMENT BONDS: A Performance Bond, when required, in an amount equal to one-hundred percent (100%) of the Contract Price, conditioned upon faithful performance of the Contract and PAYMENT of all people supplying labor and/or furnishing materials will be required coincident with the execution of the Contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

A Payment Bond, when required, in an amount equal to one-hundred percent (100%) of the Contract Price for protection of all people supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract will be required coincident with the execution of the Contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.

REQUESTS FOR PAYMENT: The Owners will make payments only after approval at regularly scheduled County Board/City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten (10) working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the project to the Owner's satisfaction unless otherwise stated elsewhere in bidding documents.

REQUEST FOR INTERPRETATION: If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, they may submit to the Purchasing Division of the Legal Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. The addenda, upon closing, shall become a part of the Contract. The Purchasing Division of the Legal Department will not be responsible for any other explanation or interpretation of the proposed documents.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and, upon closing, shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the Purchasing Division of the Legal Department (or other Department if so designated in the addendum) as acknowledgment of receipt.

TAXES: The City of Grand Island is tax exempt. The County of Hall is tax exempt.

BASE BID: The bidder is expected to base their bids on items complying fully with these specifications, and in the event bidder names in the bid items which do not conform, then the bidder will be responsible for furnishing items which fully conform at no change in the bid price.

Bids will be evaluated by the Owner based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform Contract required and adaptability of the particular items to the specific use intended.

ALTERNATE BIDS: It is the desire of the Owner that the bidder base the bid price for this project on the written specifications. If an alternate bid or bids are submitted by a bidder, it is desired that they first submit a bid price as above described and then describe an alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids.

Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the Fax modification shall be submitted within three (3) days after bids are opened.

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the bidder's items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall **not** be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages _____.

FINANCIAL STATEMENT: The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership and, by the President or Secretary, if the bidder is a corporation.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked _ CONTRACT 2002-AM-1_ and sent through:

Purchasing Division of the Legal Department
City of Grand Island
ATTN: Chad Naby AICP, Regional Planning Director
P. O. Box 1968
Grand Island, NE 68802-1968
Telephone (308) 385-5444, Ext. 131

PROOF OF CARRIAGE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall show the Owner as "Additionally Insured" for all coverages except Workers' Compensation. The certificate shall state that thirty (30) days written notice shall be given to the Owner before any policy covered thereby is changed or canceled (strike the "endeavor to" wording often shown on certificate forms).

INSURANCE: Bidder acknowledges that bid includes compliance with the attached insurance requirements.

GENERAL LIABILITY

CONTRACTOR shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation

- (1) State: Nebraska Statutory
- (2) Applicable Federal (e.g. Longshoreman) Statutory
- (3) Employer's Liability: \$100,000 each accident/\$500,000 aggregate policy limit for disease/\$100,000 each disease.

Contractor's Liability Insurance shall also include completed operations and property liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

- (1) \$1,000,000 General Aggregate [Except Products - Completed Operations]
- (2) \$1,000,000 General Aggregate [Products - Completed Operations]
- (3) \$1,000,000 Each Person/Each Organization [Personal & Advertising Injury]
- (4) \$1,000,000 Each Occurrence [Bodily Injury & Property Damage]

- (5) Property Damage Liability Insurance will Provide Explosion, Collapse, and Underground Coverages where applicable
- (6) Excess Liability
 - \$1,000,000 General Aggregate
 - \$1,000,000 Each Occurrence

Automobile Liability

- (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
- (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - or a combined single limit of \$1,000,000 Each Accident

The OWNER shall be listed as an additional insured for all coverages required for the entire duration of the contract period.

The Contractual Liability required shall provide coverage for not less than the following amounts:

- (1) \$1,000,000 General Aggregate
- \$1,000,000 Each Occurrence
- [Bodily Injury & Property Damage]

Statement of Work

Introduction

The OWNER is now accepting bids from firms having specific experience and qualifications in the area identified in the specifications. In order to be considered, ***bids for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service.*** Other information required by the OWNER may be included elsewhere in the Request for Bids. ***All bidders shall provide profiles and resumes of staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the bidders expertise in the area of the specifics.***

Background Information

The City currently uses 1998 aerial photography for area studies, site development, planning, and other means of municipal growth. The 1998 aerial photography was produced with 6-inch pixel resolution. New contours will not be a part of this project.

The County currently uses 1992 aerial photography for appraisals validation, area studies, site development, planning, and other means of municipal growth. The 1992 aerial photography was produced with 2 foot pixel resolution. New contours will not be a part of this project.

BID Requirements

The OWNER will receive sealed bids until the date and time indicated on the BID cover. Bids must be hand-delivered, mailed, or faxed as in described in the advertisement. Sealed bids will be **received at the office of the City Clerk**, 100 East First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, until 11:00 a.m. (local time), on January 14, 2001, for furnishing labor, tools, equipment, materials, and doing all work for **Contract 2002-AM-1**; and their related appurtenances. FOB the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Scope

The successful bidder (hereinafter referred to as CONTRACTOR) shall conduct procedures within the specifications as described in the following items. All items of work shall be provided by the contractor unless otherwise stated.

I. AERIAL PHOTOGRAPHY

CONTRACTOR shall obtain new vertical aerial photography using a calibrated aerial mapping camera. The aerial photography shall be suitable for use in the production of topographic mapping and photographic products. The CONTRACTOR shall use the process commonly known as Airborne GPS. This process will allow the project to utilize GPS for Analytical Triangulation.

The aerial photography will be exposed, at an Above Mean Terrain (ATM) of 3600 feet, to depict a minimum of one half (0.5) foot pixel resolution, and will be suitable for use in production of topographic mapping. This ATM will enable a usable area equivalent to approximate a quarter section ($\frac{1}{2}$ mile by $\frac{1}{2}$ mile). The scanning range of the photography shall be within a range of 10 microns to 21 microns.

Figure 1 indicates the sections surrounding the municipalities of Grand Island, Alda, Cario, Doniphan/Amick Acres and Wood River that shall be flown in this project. Ortho-photography shall be produced on all of these sections.

Overall photos for each municipality shall be provided for Grand Island and may be requested for other municipalities as indicated on *Figures 2-6*.

II. GROUND CONTROL

Figure 1 indicates the area to be flown and existing Global Positioning Satellite (GPS) ground control points. CONTRACTOR will coordinate with OWNER to determine additional needed ground control. CONTRACTOR shall include in the BID an aerial flight diagram depicting flight lines and all required ground control points needed. Ground control shall be placed and maintained by the OWNER.

III. PHOTOGRAMMETRIC SERVICES

A. Analytical Aerial Triangulation

1. Use analytical aerial triangulation to extend and supplement the ground control data. If additional ground control points are required to complete analytical triangulation, CONTRACTOR shall identify these required points. Analytical triangulation will be performed by experienced personnel and supervised by a certified photogrammetrist.
2. All required analytical aerial triangulation measurements shall be accomplished using an analytical stereoplotter that reads directly to 1+ micron. The bundle adjustment computations, analysis of results and triangulation's reports will be performed by a certified photogrammetrist.

B. Digital Ortho-Photos

1. The ortho-photos will be produced by differential rectification of the aerial negative to remove image displacement caused by the trim and / or tilt of the aircraft and displacement due to the relief itself. The final ortho-photographic map shall not contain scan lines or mismatched imagery that interferes with the interpretability of ground features or that is aesthetically objectionable. The ortho-photographic image will be free of objectionable scratches, and inconsistencies in tone and density between adjacent sheets. The CONTRACTOR shall provide the OWNER with contact prints of any objectionable areas. The extent of the objectionable area will be determined by the OWNER, upon review of the delivered contact prints.
2. The topographic mapping will be used in creation of a digital elevation model (DEM). The DEM representing the ground surface is a fundamental part of a digital ortho-photo. Using the DEM, every pixel of the scanned image is to be rectified during the digital ortho-photo processing phase.
3. Gray scale imagery will be priced for this project. The CONTRACTOR will supply gray scale imagery as set forth in "United States National Map Accuracy Standards."

IV. PHOTOGRAPHIC PRODUCTS

1. CONTRACTOR will provide both TIFF and Mr. SID® file formats with header files for aerial imagery. The header files shall georeference the image into Nebraska State Plane NAD83 coordinates.. CONTRACTOR will provide said aerial imagery and headers on DVD (read-only) media format. The CONTRACTOR shall provide a separate TIFF file for each ¼ section and

one (1) composite Mr. SID® file for each municipality: Alda, Cairo, Doniphan/Amick Acres, Wood River and Grand Island.

2. CONTRACTOR will deliver the said aerial imagery files with the following naming structure:
 - a. Example “2002-T11NR9W6NE.TIF”
 - i. “2002” equals the photo year
 - ii. “T-11N” equals the township
 - iii. “R9W” equals the range
 - iv. “6” equals the section
 - v. “NE” equals the Northeast Quarter
 - “NW” equals the Northwest Quarter
 - “SW” equals the Southwest Quarter
 - “SE” equals the Southeast Quarter
 - b. Overall composite images of each municipality shall be given the respective name with photo year. (eg. 2002-Grand Island.sid)
3. CONTRACTOR will deliver the Digital Elevation Model (DEM) used for the creation of ortho-photos on DVD (read-only) media format.

V. ITEMS TO BE DELIVERED

BASE Products

(Grand Island, Alda, Cario, Doniphan/Amick Acres and Wood River)

1. Three sets of DVD (read-only) of each municipality ortho-photography in raster file formats.
(refer to IV., 1,2)
2. Three Sets of DVD (read-only) for each municipality DEM.
(refer to IV., 3)
3. Overall Color Photo for Grand Island as defined in Figure 2 approximately 60”x60” and 1”=1000 feet. Copy of Image on DVD as TIFF.

OPTIONAL Products (Add-ons to Base)

- A. One set of reproduceable mylar enlargements for Grand Island Area, at a scale of 1”=100’, on 30”x30” sheets. Sample Layout attached for Grand Island.
- B. One set of reproducible mylar enlargements for Alda Area, at a scale of 1”=100’, on 30”x30” sheets. Use Grand Island Layout modified for Alda

- C. One set of reproducible mylar enlargements for Cairo Area, at a scale of 1"=100', on 30"x30" sheets. Use Grand Island Layout modified for Cairo.
- D. One set of reproducible mylar enlargements for Doniphan/Amick Acres Area, at a scale of 1"=100', on 30"x30" sheets. Use Grand Island Layout modified for Doniphan/Amick Acres.
- E. One set of reproducible mylar enlargements for Wood River Area, at a scale of 1"=100', on 30"x30" sheets. Use Grand Island Layout modified for Wood River.
- F. Three blueline sets of paper enlargements, at a scale of 1" = 100', on 30" x 30" sheets.
- G. Overall Color Photo for Wood River as defined in Figure 6 approximately 36"x36" and 1"=200 feet. . Copy of Image on DVD as TIFF.
- H. Overall Color Photo for Doniphan as defined in Figure 4 approximately 36"x36" and 1"=200 feet. . Copy of Image on DVD as TIFF.
- I. Overall Color Photo for Cairo as defined in Figure 3 approximately 36"x36" and 1"=200 feet. . Copy of Image on DVD as TIFF.
- J. Overall Color Photo for Alda as defined in Figure 2 approximately 36"x36" and 1"=200 feet. . Copy of Image on DVD as TIFF.

VI. DELIVERY SCHEDULE

1. Aerial photography shall be acquired on first "clear day" after aerial targets are in place. Aerial Flights will be between March 1, 2002 and April 1, 2002. The National Weather Service in Hastings, Nebraska shall define "clear day" for the flight area. Overall color photos of each community as shown in Figure 1 may be flown on any clear day between May 1 and July 31, 2002. Failure to meet this time frame may result in the loss of the performance bond.
2. Complete delivery of all aerial photography items within 120 days from receipt of ground control data and acquisition of aerial photography. Work product shall be submitted to OWNER no later than August 31st 2002, for the above noted items.
3. The OWNER understands and agrees that, due to the nature of services to be provided by CONTRACTOR, the projected time for completing any phase of the foregoing work may be delayed due to failure of OWNER to supply or

provide data or services in a timely manner, unusual weather conditions which delay ground surveys or aerial photography, acts of God, strikes, lock-outs, or other labor relation problems, national emergencies, wars, or national shortages, including petroleum shortages.

CONTRACTOR shall perform the services with due diligence, without delay or interruption, and with the minimum number of employees, materials and equipment necessary to perform such that OWNER will be relying upon the accuracy, competence and completeness of services rendered under this Agreement. For a period of twelve (12) months following acceptance of the Work, if Work is found to not conform to specifications or to be defective, and same is reported to CONTRACTOR promptly after discovery or recognition thereof, CONTRACTOR shall perform all services and supply all materials necessary to correct such default or defect as soon as practicable after receipt of notice thereof from OWNER, all at the CONTRACTOR'S expense.

VII. OWNERSHIP

1. All products such as film, data, media, prints, photography and DEMS produced through this project are the sole property of the OWNER as detailed below. No reproduction in whole or in part shall be used for any other parties, project, or entity with the written consent of the OWNER. The OWNER reserves the right to deny any other use of the aforesaid material to anyone.

The County of Hall, Nebraska and City of Grand Island Nebraska, shall be defined as OWNER.

VIII. MAP ACCURACY

All maps and data provided by CONTRACTOR to OWNER shall conform to National Map Accuracy Standards at an image resolution of 0.5'/pixel with a map scale of 1"=100'. In the event that field checking reveals errors in such mapping or data arising from the performance by CONTRACTOR under the Agreement, CONTRACTOR'S sole responsibility and liability shall be to correct such maps and data at no cost to OWNER. However, in the event that such errors arise from the obscuring of aerial photography by dense foliage, reflections, building overhangs, or other natural or man-made obstructions, or result from mistakes, errors or omissions in services or information provided by OWNER, OWNER'S agents, representatives or subcontractors other than CONTRACTOR, the cost of correcting

such errors shall be paid by OWNER, in accordance with CONTRACTOR'S then-current fee schedule.

BID

CONTRACTOR will complete the Work in accordance with the attached specifications for the following price(s):

Item	Description	Units	Unit Price	Total
[1.]	Aerial Photography Services and Products (Scope V Items 1-3)			

Services

a.	Ortho-rectify Aerial Photos to Horizontal/ Vertical GPS Points per Quarter Section (<i>refer to I.</i>)			
b.	Raster Aerial Imagery DVD per ¼ section TIFF and Composite Mr. SID ® files			
c.	Digital Elevation Model DVD			
	Quantity Estimate 430 quarter sections	1/4section	_____	_____
d.	Overall Color Photo of Grand Island 10 prints at specified size and scale	prints	_____	_____
e.	Overall Color Photo of Grand Island TIFF File on DVD ROM	Per Disk	_____	

[2.] **OPTIONAL Photogrammetric Services and Products (Add-ons to Base)**

Item	Description	Units	Unit Price	Total
<u>Products (GRAY SCALE)</u>				
A.	Grand Island 30" x 30" Photo Transparencies per	Set	_____	_____
B.	Alda 30" x 30" Photo Transparencies per	Set	_____	_____
C.	Cairo 30" x 30" Photo Transparencies per	Set	_____	_____
D.	Cairo 30" x 30" Photo Transparencies per	Set	_____	_____

E. Wood River 30" x 30"
Photo Transparencies per Set _____

F. Three Blue Line Sets

1) Grand Island
Quantity Est. 3 Set _____

2) Alda
Quantity Est. 3 Set _____

3) Cairo
Quantity Est. 3 Set _____

4) Doniphan/Amick Acres
Quantity Est. 3 Set _____

5) Wood River
Quantity Est. 3 Set _____

Products (COLOR)

Overall Aerial Photo

G. 36" x 36" Alda Each _____
TIFF File on DVD ROM Per Disk _____

H. 36" x 36" Cairo Each _____
TIFF File on DVD ROM Per Disk _____

I. 36" x 36" Doniphan Each _____
TIFF File on DVD ROM Per Disk _____

J. 36" x 36" Wood River Each _____
TIFF File on DVD ROM Per Disk _____

[4.] **Additional 1 mile adjacent to any area defined in Bid Item 'A'**

a. Services for items [1.] of
a one mile area Each _____

The OWNER reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial.

ADDENDA: Bidder acknowledges that Addenda Number (s) _____ were received and considered in Bid preparation.

The undersigned Bidder agrees to furnish the required bond and certificates of insurance, and to enter into a Contract within twenty (20) days after acceptance of this Bid, and further agrees to complete all work covered by the foregoing Bid in accordance with specified requirements.

The proposed work will commence as soon as possible after issuance of notice to proceed, with completion of the work to be as stated in Article III of the Contract Agreement. **No work shall commence until the Certificate of Insurance and bonds (when required) are approved.**

Enclosed herewith is the required bid guarantee in the amount of:

_____ Dollars
(\$ _____), which the undersigned Bidder agrees is to be forfeited to and become the property of the City of Grand Island, Nebraska, as liquidated damages should this Bid be accepted and a Contract be awarded to him and he fail to enter into a Contract in the form prescribed and to furnish the required bond within twenty (20) days, but otherwise the aforesaid Bid guarantee will be returned upon his signing the Contract and delivering the approved bond.

In submitting this Bid it is understood that the right is reserved by the Owner to reject any and all Bids; to waive irregularities therein and to accept whichever Bid that may be in the best interest of the Owner. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the Bid opening.

In submitting this Bid, the Bidder states that Bidder fully complies with and will continue to comply with, applicable State fair labor standards as required by Section 73-102 R.R.S., 1943 and also complies with, and will continue to comply with, Section 48-657 R.R.S., 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he has not directly or indirectly induced or solicited any person, firm or corporation to refrain from Bidding, (c) that he has not sought, by collusion or otherwise, to obtain for himself an advantage over any other Bidder or over the Owner, and (d) that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.

SIGNATURE OF BIDDER:

DATE: _____

If an Individual: _____, doing business as

If a Partnership:

By: _____ member of firm.

If a Corporation:

By: _____ (Seal)

Title: _____

BUSINESS ADDRESS OF BIDDER:

TELEPHONE NUMBER OF BIDDER:

FAX NUMBER OF
BIDDER: _____

Contract Agreement for

THIS AGREEMENT made and entered into, by and between

Surdex Corporation

hereinafter called the Contractor, and the County of Hall and City of Grand Island, Nebraska, hereinafter called the Owner.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and an advertisement calling for bids to be published, for CONTRACT 2002-AM-1; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities specified and required to be incorporated in and form a permanent part of the completed work; and done in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid;

ARTICLE II. That the Owner shall pay to the Contractor for the performance of Aerial Photography and Aerial Mapping Services embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of One Hundred Thirty Two Thousand Seven Hundred Forty Four Dollars and Ninety Cents (\$132,744.90), for all work covered by and included in

CONTRACT AGREEMENT (Continued)

the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the Specifications.

The sum of the contract shall not exceed \$132,744.90 but may be lowered should the Owner choose not to purchase some or all of the optional products. The Owner shall notify the contractor no later than March 15, 2002 which optional products are to be included for final delivery.

ARTICLE III. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds are approved by the City and the Contract is executed. The proposed work will commence as soon as possible after Contract execution. The Contractor shall coordinate with the Owner relative to scheduling work. Completion of all work shall be by August 31, 2002.

ARTICLE VII. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace and to provide a copy of its policy to the Owner upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor

By _____ Date

Title _____

COUNTY OF HALL, NEBRASKA,

By _____ Date

Hall County GIS Director

The contract and bond are in due form according to law and are hereby approved.

_____ Date

Attorney for the County

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date

Mayor

Attest: _____ Date

City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date

Attorney for the City

RESOLUTION 2002-29

WHEREAS, the City of Grand Island and County of Hall invited sealed bids for GIS Contract 2002-AM-1, according to plans and specifications on file with the Regional Planning Director; and

WHEREAS, on January 14, 2002, bids were received, opened and reviewed; and

WHEREAS, Surdex Corporation of Chesterfield, Missouri, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$100,114.90 plus \$32,630 in optional items for a total bid of \$132,744.90; and

WHEREAS, Surdex Corporation's bid is less than the engineer's estimate for such project; and

WHEREAS, the City's total portion of such project is \$111,684.50.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Surdex Corporation of Chesterfield, Missouri, in the amount of \$100,114.90 plus \$32,630 in optional items for a total bid of \$132,744.90 for GIS Contract 2002-AM-1 is hereby approved as the lowest responsive bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on January 22, 2002.

RaNae Edwards, City Clerk

Approved as to Form	☐
January 18, 2002	☐ City Attorney