



Legislation Text

File #: 2018-0204, Version: 1

KUCERA INTERNATIONAL, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH KUCERA INTERNATIONAL, INC. IN THE AMOUNT OF \$34,925.00 FOR PLANIMETRIC MAPPING SERVICES TO IDENTIFY IMPERVIOUS SURFACES AND BUILDING FOOTPRINTS THROUGHOUT THE CITY

WHEREAS, identifying impervious surfaces and building footprints will assist with drainage design and analysis both for City of Fayetteville projects and private developments; and

WHEREAS, the City previously contracted with Kucera International, Inc. to obtain geographic information system aerial imagery in 2016 and 2017 which will reduce the cost for further services because Kucera already has the imagery and terrain models needed to collect additional data; and

WHEREAS, in September of 2017, after reviewing eight proposals, the Northwest Arkansas Regional Planning Commission selected Kucera to provide regional planimetric data services like those sought by the City now and Kucera has offered to provide its services to the City of Fayetteville under the same terms and conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to sign a contract, a copy of which is attached hereto and made a part hereof, between the City and the Kucera International, Inc. in the amount of \$35,925.00 for planimetric mapping services to identify impervious surfaces and building footprints throughout the City.

City of Fayetteville Staff Review Form

2018-0204

Legistar File ID

4/17/2018

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Keith Macedo

3/29/2018

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving an agreement with Kucera International Inc. to provide planimetric mapping services to develop an impervious surface and building footprints GIS dataset and approve a bid waiver by utilizing the terms and conditions of an existing Northwest Arkansas Regional Planning Commission Agreement with Kucera International Inc.

Budget Impact:

4470.170.8170-5315.00

Sales Tax Capital

Account Number

Fund

02055.01

Geographic Information System (GIS)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 131,693.00

Funds Obligated \$ 9,740.36

Current Balance \$ 121,952.64

Does item have a cost? Yes

Item Cost \$ 34,925.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 87,027.64

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



TO: Mayor Lioneld Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Director of Information Technology
Greg Resz, GIS Coordinator

DATE: March 29, 2018

SUBJECT: Approve an agreement with Kucera International Inc. to provide planimetric mapping services to develop an impervious surface and building footprints GIS dataset and approve a bid waiver by utilizing the terms and conditions of an existing Northwest Arkansas Regional Planning Commission Agreement with Kucera International Inc.

RECOMMENDATION:

Staff recommends approving an agreement with Kucera International Inc. to provide planimetric mapping services to develop an impervious surface and building footprints GIS dataset and approve a bid waiver by utilizing the terms and conditions of an existing Northwest Arkansas Regional Planning Commission Agreement with Kucera International Inc.

BACKGROUND:

The City will utilize the impervious cover GIS dataset primarily for drainage design and analysis, both for City projects and private developments. The proposed planimetric mapping service will include the collection of street edge of pavement, shoulders, driveways, parking lots, miscellaneous areas that have an impervious landcover such as concrete or pavement, alleys, public and private sidewalks, trails, and structures that exceed 100 square feet. Staff will utilize the new GIS data to enhance mapping capabilities and will utilize the data to analyze impervious cover. The data may also be used during the storm water utility feasibility study to evaluate potential fee structures based on impervious area throughout the City.

DISCUSSION:

The City contracted with Kucera International Inc. to provide GIS aerial photographic imagery in 2016 and 2017 and have been happy with the quality of imagery provided. The purchased the imagery by utilizing Benton County's existing GIS aerial photographic contract with Kucera, to leverage the shared purchasing power of the region. In May of 2017 the Northwest Arkansas Regional Planning Commission (NWAPC) issued a statement of qualifications for the development of planimetric data and received 8 responses. NWAPC asked all members if they were interested in the RFP and only Centerton, Bella Vista, and Springdale were interested at the time of RFP creation. In July of 2017 NWAPC issued an RFP for planimetric data services and sent the RFP to 4 companies. NWAPC reviewed the submittals and awarded a contract to Kucera on September 27, 2017 during the policy committee meeting. The City of Fayetteville's City Engineer Chris Brown attended the policy committee meeting where the Kucera contract was discussed.

Recently City staff has determined a need for the same type of planimetric data was part of NWAPC planimetric contract that was awarded to Kucera in September of 2017. City staff reached out to NWAPC and Kucera and obtained an agreement to provide planimetric mapping services to Fayetteville, as defined within the NWAPC agreement. The City's purchasing division has reviewed the NWAPC procurement of planimetric services through Kucera and supports the request of a bid waiver to procure services from Kucera.

BUDGET/STAFF IMPACT:

The one-time cost of collecting the planimetric data is \$34,925.00 and will be funded from the Sales Tax Capital fund as part of the approved 2018 GIS CIP Project.

Attachments: Staff Review Form, Staff Review Memo, Kucera agreement, NWAPC RFP

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
	110 W Reynolds St., Suite 207	Plant City, Florida 33563	(813) 754-9247
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this 27th day of March, 2018, between City of Fayetteville, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas 72701, hereinafter referred to as the "City," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to engage the Consultant to provide professional aerial mapping services as generally described in the Northwest Arkansas Regional Planning City's (NWARPC) July 24, 2017 Planimetric Data Development Request for Proposals (RFP), and

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

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

SECTION 1: SCOPE OF SERVICES

A. The Consultant will provide to the City professional aerial photogrammetric services generally consisting of planimetric feature compilation/mapping of impervious surface and structure footprint features covering the City's designated 55 square miles. A map of the project area is attached hereto as Attachment A and a listing of features to be captured is attached hereto as Attachment B.

B. The mapping will be performed at 1"=100' scale from 0.5' resolution stereo digital aerial photography of the City captured by the Consultant in February 2018 and/or corresponding digital orthophoto imagery produced by the Consultant and will represent the state of the features as of the time of the aerial photo acquisition, as visible/interpretable from this imagery.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

E. The scope of project work as relevant is more specifically described in NWARPC's July 2017 Planimetric Data Development RFP which is attached hereto as Attachment C.

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** - shall refer to the duly designated City's official charged with general administration and coordination of matters related to this Agreement on behalf of the City.

B. **Project Coordinator(s)** - shall refer to the City's designated person or persons who will serve as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager. The Contract Officer and Project Coordinator may be the same person, with combined authority.

C. **Chief Administrator** - shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.

D. **Project Manager** - shall refer to the person assigned by the Consultant to serve as the Consultant's primary point of contact, with responsibility for oversight of the Consultant's work, reporting the status of the work, and otherwise coordinating with the City's Project Coordinator. The Chief Administrator and Project Manager may be the same person with combined authority.

E. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.

F. **Work/Deliverables** - shall refer to all data provided to the City corresponding to the contracted services and described herein, e.g., digital planimetric mapping, etc.

G. **Delivery** - shall refer to transmittal of data corresponding to the contracted services from the Consultant to the City.

H. **Acceptance** - shall refer to the City's written or time-implied approval of deliverables submitted and associated services performed by the Consultant.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

SECTION 3: RESPONSIBILITIES OF THE CITY

- A. The City shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant and to act as liaison between the City, and parties represented by the City and Consultant.
- B. The City shall within a reasonable time frame review any samples or deliverables and approve or comment on same.
- C. The City 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 City shall provide any designated source data or support to the Consultant required to complete the project work.
- E. The City at its expense shall pay for physical shipment/transmittal of any materials to the Consultant, except as mutually agreed with the Consultant.
- F. The City shall coordinate with the Consultant as needed to reasonably facilitate digital data transmission to the City (e.g., "whitelist" 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 Attachment C.
- B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Attachment C without the express written prior consent and Agreement of the City and the Consultant.
- C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the City 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.
- D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the City's Project Coordinator(s) and make regular status reports to the City.
- E. The Consultant shall pay for the physical shipment of all deliverables and materials to the City, except as mutually agreed with the City.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

F. The Consultant shall begin to perform the services upon receipt of the City's notice to proceed and shall complete such work as outlined in Section 5 of this Agreement (Time of Completion).

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., digital planimetric mapping.

H. The Consultant shall obtain any non-City owned/provided outside source data designated by the Consultant for use in the completion of the contract work.

I. The Consultant shall coordinate with the City as needed to reasonably facilitate project-related digital data transmission between the Consultant and the City (e.g., "whitelist" the City)

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule:

<i>Phase</i>	<i>Complete By</i>
Project Initiation/Work Plan	4/19/18
Planimetric Mapping	10/20/18

The contract work shall be completed by October 2018, 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.

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.

Extensions of time may be granted by the City upon 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 or more of the following criteria:

1. Delays by the City in providing notices to proceed, source data, or review/acceptance of the Consultant's work.
2. Delays due to City-furnished source data which is significantly incomplete, not in reasonably usable form or has significant discrepancies/anomalies.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Force Majeure/Acts of nature or other conditions or circumstances beyond the control of the Consultant which are 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 at a regular agreed interval, reports of progress which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall certify to the City when the work or any portion thereof has been completed and products of such work have been delivered to the City 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 City 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, 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 City 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, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INSURANCE

Consultant shall carry and maintain in force for the duration of the Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

insurance in the State of Arkansas, of the minimum types and limits, and any related insurance requirements of the City.

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 City will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of 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 project specifications and the relevant recognized standards and procedures of the aerial mapping profession, including the NWARPC's defined positional accuracy standards as applicable. The work shall be of high quality, and shall meet the tolerances allowed by the project specifications and standards, within the limits of specified/proposed project technology and conditions. If the Consultant is notified in writing by the City 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 City. All rework shall be made at no additional cost to the City.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data 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 properly performed under this Agreement.

SECTION 12: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the City's review period, and shall make accessible to the City any information, data, materials and processes the City 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 City's review or inspection processes.

The City 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

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

its expense. Work shall be considered acceptable to the City if indicated as such by the absence of other notification.

SECTION 13: ACCEPTANCE

The City shall give written notice of its acceptance or non-acceptance of work to Consultant within a 90-day review period of receipt of the work in finalized form. If no such notice is given to the Consultant, the work shall be deemed accepted by the City, subject to the Consultant's warranty.

SECTION 14: OWNERSHIP AND USE OF PROJECT DATA

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

B. All information, data, reports, mapping, specifications or other work furnished to or developed for the City by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the City, and all rights therein are reserved by the City. 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 City without the City's consent.

C. During the course of the work, the Consultant, upon the express written consent of the City, may fill requests by non-City agents, business entities or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service and at the City's option will credit the City an agreed upon percentage of such fees.

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

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered within its office in digital computer file form to serve as a backup to the data furnished to the City. Should the City 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.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

E. The City 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 City.

SECTION 15: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products shall pass from the Consultant to the City upon the City's payment for the deliverables. The City retains the right to utilize the project deliverables as received over the course of the contract.

B. Use by an outside party of the project data while in the Consultant's possession shall require advance approval from the City.

SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by feature layer:

1. Impervious surface feature mapping	\$ 19,800
2. Structure footprint mapping	<u>15,125</u>
Total Contract Amount	\$ 34,925

Invoicing for each area will be lump sum upon final dataset delivery or progressive based on 25% or more of area mapping delivered in finalized form.

The fees listed above include all ancillary services/products required for each cost item as defined in Attachments B and C. Optional services will only be performed by the Consultant with written authorization of the City at mutually agreed cost.

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 City agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the City or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

SECTION 18: PRICE GUARANTEE

The fees quoted for work contracted for by the City as part of this Agreement, or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2018. Should the City defer any portion of the originally specified work beyond this date, the fee for such work deferred may 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 under this Agreement is an equal opportunity employer and shall conduct all contract activities without regard to race, color, national origin, sex, sexual orientation, religion, age, and other such contract participant characteristics to the extent that such do not interfere with satisfactory contract performance.

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 City's acceptance of and payment for all authorized deliverables and services. The City 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 City 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 address such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the City 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.

**Planimetric Data Development Contract Agreement between
City of Fayetteville, Arkansas and Kucera International Inc.**

SECTION 22: AGREEMENT INTEGRITY AND PRECEDENCE

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

SECTION 23: JURISDICTION AND SIGNATURES

This Contract is hereby signed in the State of Arkansas and the laws of the State of Arkansas shall be applicable hereto.

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

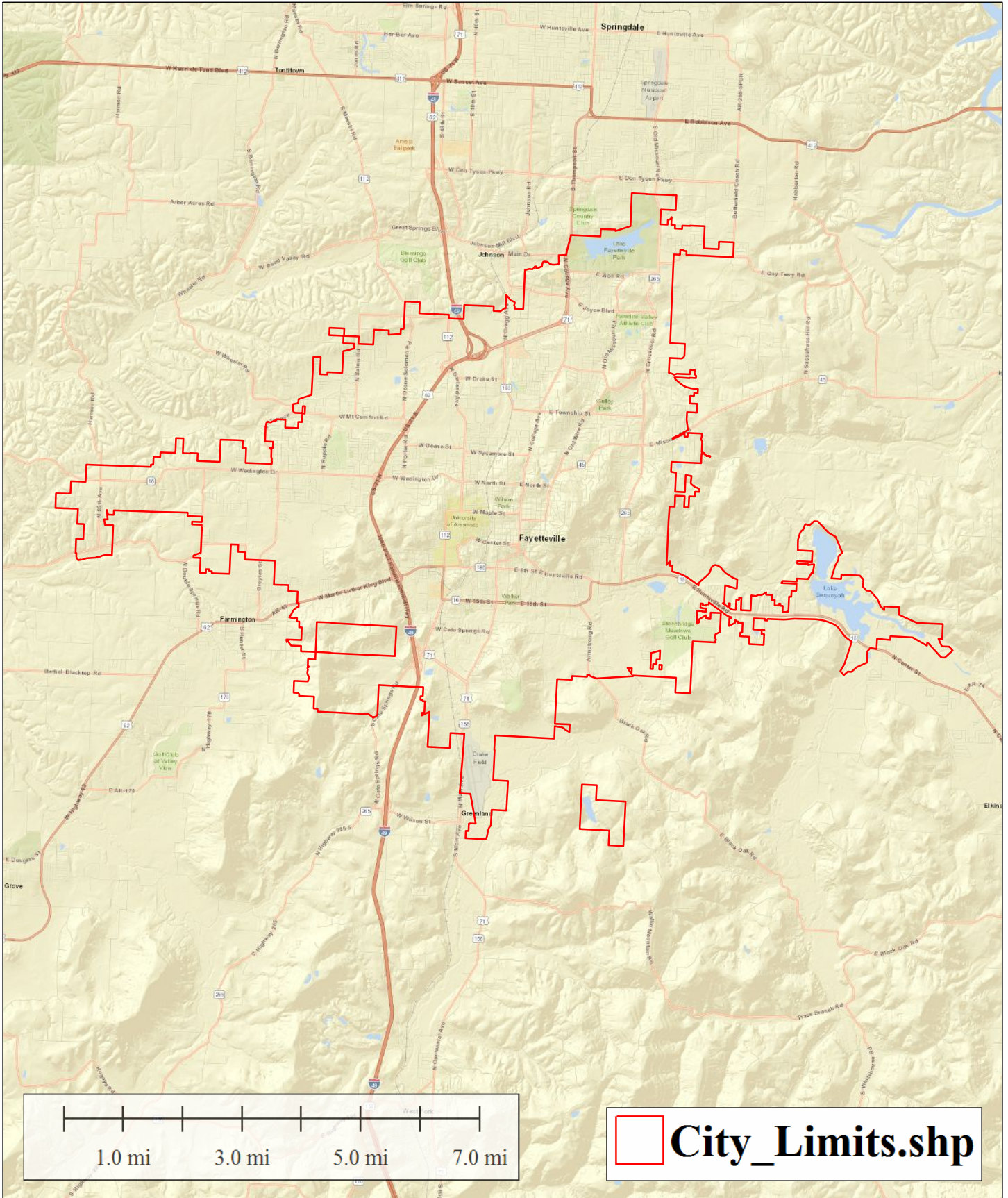
CITY OF FAYETTEVILLE

By: _____
City Authorized Representative

KUCERA INTERNATIONAL INC.

By: 
John Antalovich, Jr., PE
President

Attachment A



PLANIMETRIC DATASETS

ENTITY: Fayetteville, AR

DESCRIPTION	NEED
<u>ROADS – PAVED / UNPAVED</u>	
Roads	X
Shoulder	X
Driveways	X
Parking	X
Concrete	X
Alleys	X
Sidewalk – Private / Public	X
Curb and/or gutter	X
Steps	
Trails-impervious	X
Road Median / Island--Impervious Y/N	X
Golf Cart Paths	X
<u>STRUCTURES</u>	
Buildings / Courtyards	X
Ruins	
Decks > 100sq. ft.	X
Patios > 100 sq. ft.	X
Canopies > 100 sq. ft.	
Tanks	
Propane Tanks	
Silos	
Bunkers	
Foundations	
Smokestacks	
Water Towers	
Stairways	
Pools (below ground)	X
Pools (above ground)	X
Windmills	
Homes	X

<u>CONTOURS</u>	
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DESCRIPTION	NEED
<u>STREET HARDWARE</u>	
Large Overhead Signs	
Billboards	
Mailboxes*	
Parking Meters*	
Bus Stop Shelters	
Post	
Traffic Signage	
Flag Poles (Commercial / Gov't.)	
Monuments	
<u>LANDMARKS</u>	
Golf Course Outlines	
Greens	
Tees	
Sand Traps	
Public Playgrounds	
Public Parks	
Athletic Fields	
Tennis Courts	
Open Storage	
Cemeteries	
<u>BARRIERS</u>	
Fences	
Guard Rails	
Walls	
Retaining Walls	
Gates	
Cattle Guards	
Rock Walls	

DESCRIPTION	NEED
<u>UTILITIES</u>	
Manholes*	
Catch Basins*	
Fire Hydrants*	
Water Valves*	
Traffic Signals	
Traffic Signal Poles	
Streetlight Poles	
Utility Poles	
Utility Signage	
<u>RAILROADS</u>	
Railroad Tracks	
Abandoned Railroad	
Railroad Switches	
Crossings	
Railroad Signals	
<u>AIRPORT INFRASTRUCTURE</u>	
Runway	
Taxiway	
Apron	
Runway / Taxi Lights	
Runway / Taxiway Signage	
Paint Lines	
Helipad	
<u>VEGETATION</u>	
Tree Outlines	
Single Trees	
Single Bushes	
Brush Outline	
Orchards / Nurseries	
Crops	
Hedges	

DESCRIPTION	NEED
<u>DISTURBED TERRAIN</u>	
Pile (sand / gravel)	
Construction Site	
Quarries	
Open Mine	
Rock Outcrop	
Boulders	
<u>WATER FEATURES</u>	
Lakes	
Rivers	
Streams / Creeks	
Ponds	
Reservoirs	
Ditches	
Concrete Drain	
Marshes Swamps	
Beaches	
<u>WATER STRUCTURES</u>	
Bridges	
Dams	
Earth Dam	
Piers	
Breakwaters	
Sea Wall	
Culverts (<20' long)	
Culverts (>20' long)	
Restoration Ponds	
Hidden Drains (for connectivity)	

Northwest Arkansas Areas Planimetric Data Development Request for Proposals

7/24/2017

Northwest Arkansas Regional Planning Commission

*Northwest Arkansas Regional Planning Commission
1311 Clayton St., Springdale, AR, 72762
Ph: (479) 751-7125
<http://nwarpc.org>*



TABLE OF CONTENTS

- A. INTRODUCTION, PROJECT OVERVIEW AND REQUIREMENTS**
- B. SCOPE OF WORK**
 - a) Background**
 - b) Area of Interest**
 - c) Project Objectives**
 - d) Planimetric Data Requirements and Project Location**
- C. BUDGET DETAILS**
- D. SELECTION PROCEDURE**
- E. INTERVIEWS**
- F. CONTRACT AWARD**
- G. NONDISCRIMINATION**

A. INTRODUCTION, PROJECT OVERVIEW AND REQUIREMENTS

The scope of this Request For Proposals (RFP) is to select a qualified firm that will generate planimetric features data using existing aerial imagery and other relevant datasets in compliance with existing data specifications. The total area for planimetric and engineering data development is approximately **62.2 square miles** and is located in three jurisdictions in Washington and Benton Counties, AR (see attached map). Five (5) sets of paper document responses and one PDF copy by email, compact disc (CD) or USB drive must be received no later than **August 15, 2017 by 4:00 PM (CDT)**. Any responses received after this deadline will not be considered.

Requests for clarification or revision to any items, requirements or specifications contained in this Request for Proposals must be addressed to the official listed below and received in writing (email or hardcopy) at the NWARPC office no later than **August 9, 2017 by 4:00 PM (CDT)**.

Please send your responses to:

Northwest Arkansas Regional Planning Commission
Attn: Elizabeth Bowen
1311 Clayton St., Springdale, AR 72762
(479) 751-7125
ebowen@nwarpc.org

Oral communications shall not be binding on the NWARPC and can in no way modify the terms, conditions, or specifications of this Request for Proposals or relieve the successful firm(s) of any obligations under any contract resulting from this Request for Proposals. Following receipt of a written request for the Request for Proposals clarification, NWARPC shall provide a response to all short-listed firms no later than **August 10, 2017 by 4:00 PM (CDT)**. This procedure shall be followed in order to ensure competitive fairness by providing all prospective respondents with the same information.

If necessary, interviews will be scheduled for discussion of the submitted proposal in due time. The proposed interview date is **August 25, 2017**.

The following items must be addressed in all proposals:

- 1. PROPOSALS:** Proposals should be consistent with the Scope of Work attached to this RFP and elaborate on a preferred and/or recommended approach. Proposals shall include:
 - a) A cover letter with the name and address of the contracting firm, together with the name, telephone and fax number, and email address of the primary contact person for purposes of this proposal.
 - b) All proposals must include the following information in the following order: Cover Letter, Summary of Project, Detailed Work Plan, Work Schedule, Vendor Profile, References, Payment Schedule and a Cost Worksheet (Cost Worksheet in a sealed envelope).
 - c) A detailed work plan that identifies all tasks included in the scope of work.

- d) A list of major concerns associated with completing the work.
- e) A listing of all proposed subcontractors, if any.
- f) An organizational chart showing key personnel by name and title.
- g) Resumes of all key personnel listing relevant experience.
- h) A conceptual project schedule.
- i) References for the three most recent comparable projects.
- j) The proposal must be signed and valid for 180 days.

2. QUALIFICATIONS: Proposals should indicate general and specific qualifications of the consultant team in planimetric data products and specifically convey the role of the team member in each case cited. A brief narrative may also be included regarding the firm's capabilities to carry out this work, including special assets, areas of expertise, analytical tools, and data sources, etc. to which the firm may have access.

3. SPECIAL CONDITIONS OF THE WORK:

- a) The selected consultant will be required to comply with all applicable equal employment opportunity (EEO) laws and regulations.
- b) The NWARPC will not be liable for any costs incurred in preparing, submitting, or presenting a consultant's submittals or any associated travel costs.
- c) The NWARPC reserves the right to postpone the opening and/or review of respondent submittals for cause or convenience. The NWARPC also reserves the right to reject any and all proposals, in whole or in part, and to waive any information therein.
- d) If only one qualified consultant responds by the due date, the NWARPC may enter into contract negotiations with that firm.

B. SCOPE OF WORK

a. Background

The Northwest Arkansas Regional Planning Commission (NWARPC) is a planning organization that serves local units of government in Benton, Washington and Madison counties in Arkansas and a small area in McDonald County, Missouri. The NWARPC was formed in 1966 through a cooperative agreement signed by Benton County, Washington County, Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale. NWARPC is now composed of 35 units of government and includes all local governments in Benton and Washington County, as well as Huntsville and Hindsville in Madison County, and Beaver Water District.

The NWARPC also serves as the Metropolitan Planning Organization (MPO) for Benton and Washington Counties. Federal and state funding for transportation projects and programs are conducted through the MPO. Each member governmental unit in Washington and Benton County participates in transportation planning. The Arkansas State Highway and Transportation Department (AHTD), Missouri Department of Transportation (MoDOT), and public transportation providers are also part of the transportation planning process.

NWARPC has been assisting Washington and Benton Counties, as well as the communities in the two counties with GIS support in a variety of capacities for many years. One example is coordinating high resolution annual aerial imagery acquisition since 2004 and assisting both Benton and Washington counties with QL/QC and data distribution with these projects. In 2009, as part of a high-resolution aerial imagery acquisition data, Lidar data acquired in 2004 for both counties and aerial imagery acquired in 2009 were used to develop two-foot contour datasets using planimetric and aerial triangulation methods and stereo compilation.

More recently, NWARPC has obtained funding through the U.S. Geological Survey (USGS) Broad Agency Announcement for 3D Elevation Program (3-DEP) to acquire Lidar data for Benton County. The funding was obtained in 2015 and the project was completed in 2016. This dataset met the current USGS definition of Quality Level (QL2). Washington County has acquired the same level of Lidar data quality (QL2) in 2015, as part of a joint project between USGS and the Federal Emergency Management Agency (FEMA). Both datasets were delivered and NWARPC has a copy of both county products. DEMs were also part of the delivery packages for both counties.

The hydro breakline collection, as part of the recently acquired Lidar data, was produced by heads-up digitizing using classified Lidar datasets. Additional products created from Lidar including intensity images, shaded relief TIN surfaces and contours were used. The project reports and metadata are available upon request.

In 2016, NWARPC also obtained topographic contours from lidar data collected over Washington and Benton Counties. The project area covered 1315 square miles and included all Washington county and a selected number of cities in Benton County. Contours were generated at a 1' interval by extracting irregular contour key points from the Lidar ground class. The contour key point selection process analyzes points on the ground in groups and selects the point that best represents the bare earth while

eliminating points unnecessary for generating contours. Single stream lines were only added in areas to enhance the contours, the double line drains were compiled to a width of 25' to enhance the existing 100' wide rivers. The Contours and hydro breaklines were delivered in Esri ArcGIS version 10.3.

In December 2016- January 2017 both Washington and Benton Counties obtained high resolution aerial imagery of 6 inches in Benton County and Springdale 's city limits in Washington county, and 9 inches in Washington County. Both imagery products were delivered and passed quality check and assurances. It is assumed that the planimetric features development will utilize the 6-inch aerial imagery product from Benton County. Previous annual high-resolution imagery products are also available.

b. Area of Interest

The Northwest Arkansas region has experienced high and sustained economic growth in the past two decades and the land use development patterns are continuously changing. Although current high-resolution imagery datasets cover the entire area of Benton and Washington Counties, funding is only available from three city jurisdictions to develop the needed datasets. These cities are:

- Bella Vista, with an area of 1 sq. mile;
- Centerton with an area of interest of 14 sq. miles.
- Springdale, with an area of interest of 47.2 sq. miles;

The map at the end of this RFP illustrates the area of interest for the development of the planimetric data in the three jurisdictions. The total area of interest covers approximately 62.2 square miles.

c. Project Objective

The goal of the project is to develop a dataset of planimetric data that includes both man-made and natural features. These features are to be extracted from the best available aerial photography data and adjacent existing datasets for the area of interest using modern technology. Common features to be included in the planimetric database are: street and water centerlines, sidewalks, culverts, utility lines, vegetation, etc. The planimetric features should be developed as geodatabases that could easily be attributed and used in a GIS environment. The scope of this project is to develop those datasets for use to the professionals in the communities of the two counties. If there are features that you recommend or features that are expensive and would be a significant cost savings if not obtained please state that in your proposal. The following table includes the features to be developed as part of the planimetric features database:

Transportation Infrastructure: Roads (paved/unpaved); Shoulder; Driveways; Parking; Concrete; Alleys; Sidewalk- Private/Public; Curb; Trails; Road Median/Island; Railroad Tracks; Airport Runway; Airport Taxiway; Airport Apron; Helipad; Billboards; Monuments.

Structures: Buildings/Courtyards wh Z value; Pools (below ground); Pools (above ground); Ruins; Tanks; Foundations; Water Towers; Homes (wh Z value); Construction Site; Decks > 100 sq. ft.; Patios > 100 sq. ft.; Canopies > 100 sq. ft.; Silos.

Landmarks: Cemeteries; Fences; Guard Rails; Walls; Retaining Walls; Rock Walls.

Utilities: Manholes; Catch Basins; Traffic Signal Poles; Streetlight Poles; Utility Poles.

Vegetation: Tree Outlines; Brush Outline; Single Trees.

Water and Water Structures: Lakes; Rivers; Streams/Creek; Ponds; Reservoirs; Ditches; Bridges; Dams; Earth Dams; Culverts (<20' long); Culverts (>20' long); Restoration Ponds; Concrete Drain; Hidden Drains (for connectivity).

The following table illustrates the individual features needed by each jurisdiction:

FEATURE DESCRIPTION	BELLA VISTA	CENTERTON	SPRINGDALE
TRANSPORTATION INFRASTRUCTURE			
Roads (paved/unpaved)	Yes	Yes	Yes
Shoulder			Yes
Driveways	Yes	Yes	Yes
Parking	Yes	Yes	
Concrete		Yes	Yes
Alleys	Yes	Yes	
Sidewalk- Private/Public		Yes	Yes
Curb		Yes	Yes
Trails	Yes		Yes
Road Median/Island	Yes		Yes
Railroad Tracks		Yes	Yes
Airport Runway			Yes
Airport Taxiway			Yes
Airport Apron			Yes
Helipad			Yes
Billboards		Yes	
Monuments		Yes	
STRUCTURES			
Buildings/Courtyards wh Z value	Yes	Yes	Yes
Pools (below ground)		Yes	Yes
Pools (above ground)		Yes	Yes
Ruins			
Tanks	Yes		
Foundations	Yes	Yes	
Water Towers	Yes	Yes	
Homes (wh Z value)	Yes	Yes	Yes
Construction Site	Yes		
Decks > 100 sq. ft.		Yes	
Patios > 100 sq. ft.		Yes	
Canopies > 100 sq. ft.		Yes	
Silos		Yes	

LANDMARKS			
Cemeteries	Yes		
Fences	Yes	Yes	Yes
Guard Rails			Yes
Walls	Yes	Yes	Yes
Retaining Walls	Yes	Yes	Yes
Rock Walls	Yes		Yes
UTILITIES			
Manholes			Yes
Catch Basins			Yes
Traffic Signal Poles		Yes	Yes
Streetlight Poles		Yes	Yes
Utility Poles	Yes	Yes	Yes
VEGETATION			
Tree Outlines	Yes	Yes	Yes
Brush Outline	Yes		
Single Trees		Yes	
WATER AND WATER STRUCTURES			
Lakes	Yes	Yes	Yes
Rivers	Yes	Yes	Yes
Streams/Creek	Yes	Yes	Yes
Ponds	Yes	Yes	Yes
Reservoirs	Yes	Yes	Yes
Ditches	Yes	Yes	Yes
Bridges	Yes	Yes	Yes
Dams	Yes	Yes	
Earth Dams	Yes	Yes	
Culverts (<20' long)	Yes	Yes	Yes
Culverts (>20' long)	Yes	Yes	Yes
Restoration Ponds			Yes
Concrete Drain		Yes	
Hidden Drains (for connectivity)		Yes	

d. Planimetric Features Data Requirements

The following should be considered in the development of the planimetric features dataset:

- Use the recent and most suitable aerial photography and adjacent existing spatial data;
- The features included in the planimetric data should be developed at a mapping scale of 1:50 or at least at a minimum of 1:100 if needed;
- The photogrammetric mapping shall meet the ASPRS 2014 Positional Accuracy Standards for Digital Geospatial Data at the appropriate scale;
- Quality check and completeness assurance;
- The data shall be delivered in ArcGIS geodatabases and AutoCAD formats;
- Standardized metadata files shall be provided.

D. SELECTION PROCEDURE

NWARPC will designate a Selection Committee to evaluate and analyze the Proposals with particular attention to the following evaluation factors:

Evaluation Factors for Proposals		Max Points Possible
1	Understanding of Scope of Work	20
2	Comprehensive, coherent and detailed work plan	20
3	Realistic Work Schedule	10
4	Proposed working office location, need for a local office, and any local office and any local representative	5
5	Identification of subconsultants and responsiveness to DBE goals and opportunities	5
6	Total points for LOI (Letter of Interest)	40
Total points for Proposals		100

Based on these evaluation factors, the Selection Committee will rank the firms in order of preference and may select two or more firms to interview.

E. INTERVIEWS

The interviews will take place at the NWARPC office if possible, or via web or conference call. At the interview, a firm may provide additional information concerning their proposal through a presentation. The Committee will re-evaluate the firm based on the same evaluation factors as noted previously. The proposed interview date is August 25, 2017.

F. CONTRACT AWARD

NWARPC will notify the selected candidate by email and writing. Following notification, NWARPC will negotiate a standard professional service agreement with the selected candidate. The selected candidate's proposal will be incorporated by reference in the contract. Additionally, NWARPC will notify, in writing, the candidates who are not selected.

G. NONDISCRIMINATION

The Northwest Arkansas Regional Planning Commission (NWARPC) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Celia Scott-Silkwood, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479-751-7125, (Voice/TTY 7-1-1 or 1-800-285-1131) or the following email address: cscott-silkwood@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact Celia Scott-Silkwood. Se necesita información en otro idioma, comuníquese Celia Scott-Silkwood, cscott-silkwood@nwarpc.org.

2017 Planimetric Data Project – Area of Interest

