

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 2, 2009 AGENDA**

Subject:	Type:	Submitted By:
CONTRACT FOR PROFESSIONAL SERVICES – GIS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a contract with Kirkham Michael for professional services to provide conversion of storm water data into a Geographical Information System (GIS), in an amount not to exceed \$20,000.00.

FISCAL IMPACT

Funding for this project is provided by a Storm Water Management Grant that was awarded to the City of La Vista by the Nebraska Department of Environmental Quality (NDEQ). The City received a grant for \$19,884.00 in 2007; \$25,000 in 2008; and \$25,000 in 2009.

RECOMMENDATION

Approval

BACKGROUND

In May 2007 the City of La Vista contracted with Kirkham Michael on a GIS Conversion Storm Sewer Pilot project in an amount not to exceed \$4,900.00. The pilot project encompassed an area south of Harrison; west of 69th Street; north of Lillian Avenue and east of 76th Street. The project involved collection of all storm sewer data in the pilot area. Phase II which encompassed the remaining area east of 96th Street was completed in 2008. This third phase will cover everything from 96th Street to 108th Street – Harrison to Portal Road.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO KIRKHAM MICHAEL & ASSOCIATES, INC., OMAHA, NE, FOR PROFESSIONAL SERVICES TO PROVIDE CONVERSION OF STORM WATER DATA INTO A GEOGRAPHICAL INFORMATION SYSTEM (GIS) IN AN AMOUNT NOT TO EXCEED \$20,000.00.

WHEREAS, the City Council of the City of La Vista has determined that said project is necessary; and

WHEREAS, the FY 2008/09 Storm Water Management Fund provides funding for the proposed project; and

WHEREAS, the project is recognized in the City of La Vista's Storm Water Management Plan that is annually submitted to the Nebraska Department of Environmental Quality; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that authorization is given to execute a contract with Kirkham Michael & Associates, Inc., Omaha, Nebraska, for professional services to provide conversion of storm water data into a Geographical Information System, in an amount not to exceed \$20,000.00.

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

May 8, 2009

RE: Contract for Professional Services
GIS Conversion Storm Sewer Project
City of La Vista

Mr. Joe Soucie
Director of Public Works
City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Dear Joe:

Kirkham Michael is pleased to submit this proposal for the GIS conversion storm sewer project (Pilot Area Number 3) for the City of La Vista. The project will consist of several separate tasks; Project kick off meeting, data evaluation, geodatabase data processing, project area, quality control and the final project deliverables.

Task 1: Project Kick Off Meeting

A meeting will be scheduled before project work begins to encourage City staff input and to establish and communicate the project goals, expectations, schedule, and quality standards. The lists of items that will be discussed at this meeting include, but are not necessarily limited to, the following:

1. Project goals and overall quality parameters, and the data acceptance criteria
2. Information and data provided by the City
3. Project Schedule
4. Project Area
5. Quality Control Review and Documentation
6. Project Deliverables

Task 2: Geodatabase for La Vista

In accordance with the pilot project the Storm Sewer System manholes, will be identified with a unique manhole number which will be generated by the drainage basin. The drainage basin with the largest number of manholes will be used to ensure the numbering system is adequate. Numbering will start at the downstream base or trunk, and work upstream along the path.

We will also continue the following items that were established within the previous pilot geodatabase. Those items consist of the following:

- Establish relationship classes between feature classes in a feature dataset. For example, storm sewer inlets, manholes and pipes are physically attached to one another. By setting up a relationship class, when a storm sewer pipe is moved, its associated attributes move with it;
- Create geometric networks for modeling connectivity and performing trace and path finding analysis;
- Store custom features that represent real-world features more accurately.



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Task 3: Data Processing

Data processing starts with scanning of the pencil drawings followed by digitizing the scanned information into an Electronic AutoCAD drawing file. The attribute values will then be separated by layer, and converted to a custom geodatabase format with a Nebraska State plane local projection. Any additional data from the scanned pencil drawings will be manually separated by line, point, or text into separate layers and imported into the GIS System. Each type of storm sewer pipe, inlets, manholes and other features will contain an attribute, or label embedded into a geodatabase, so that the user is able to locate features in multiple ways.

Task 4: Project Area

The Kirkham Michael Team will convert and load information into the established La Vista storm sewer database that was created from the pilot project. The Project area (Pilot Area 3) boundaries will be 108th Street on the west, 96th street on the east, Harrison Street on the north and Portal Road on the South. Please refer to (Attachment 1) of this proposal for the map of the project area.

Task 5: Quality Control

Quality Control will be completed by Kirkham Michael. We will compare the converted data to the original data, and verify any horizontal and vertical errors that are within the spatial accuracy of the database. Secondly, for quality control, a random selection of features from each layer will be generated, and compared to the original data.

Task 6: Project Deliverables

The deliverable items that will be provided to the City of La Vista for the Pilot Project (No. 3) include the following:

1. A custom GIS utility geodatabase of the Storm Sewer System layer and attributes based on the Utilities CAD file
2. A custom GIS cadastral geodatabase of the other features based on the CAD information
3. A printed geodatabase structure (schema) in PDF format detailing the data and attributes features of each custom geodatabase

Compensation

For the above described services, Kirkham Michael shall be paid a lump sum fee of Twenty Thousand Dollars (\$20,000.00). This amount includes our professional services fee and project related reimbursable expenses. You will be invoiced on a monthly basis for services rendered during the preceding month.



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General Provisions. Kirkham Michael General Terms and Conditions are attached and incorporated as an integral part of this letter agreement.

We propose that this document serve as our contractual agreement. Please execute this document by signing both copies and returning one copy to us. The returned executed copy will serve as our Notice to Proceed.

Thank you Joe, for your consideration and if you have any questions, please do not hesitate to contact me at (402) 255-3834.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Mike Preston
GIS Manager

Rich L. Robinson, P.E.
Senior Vice President

RLR/MP:slt

Enclosure

Copy to: J. Frederiksen – Kirkham Michael Omaha

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ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative
City of La Vista

Date: _____

EXHIBIT A
Kirkham Michael
Terms and Conditions
For
Engineering Services Agreements

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the Client for Kirkham Michael (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.

The client shall pay Kirkham Michael a retainer in the amount of \$0.00 before work is to proceed. The retainer shall be applied against the last invoiced amount and any interest charges that may have been incurred.

2. STANDARD OF PRACTICE

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt.

The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

5. CONSTRUCTION COST ESTIMATES

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

6. LIMITATION OF LIABILITY

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.

7. CONSEQUENTIAL DAMAGES

The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

9. TERMINATION

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

10. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Kirkham Michael.

THE AGREEMENT AND THESE TERMS AND CONDITIONS EXPRESS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT OR CONTRADICTORY PROVISIONS CONTAINED IN ANY PROPOSAL, CONTRACT, NOTICE TO PROCEED, OR LIKE DOCUMENT REGARDING KIRKHAM MICHAEL'S SERVICES. IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

Attachment 1

