

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

GEOSPATIAL SERVICES

THIS AGREEMENT is made by and between Sauk County, Wisconsin, (OWNER) and Ayres Associates Inc, 5201 East Terrace Drive, Suite 200, Madison, Wisconsin, 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide geospatial services within the project area delineated in Attachment A.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 BASIC SERVICES

After written authorization to proceed, CONSULTANT shall:

- 1.1.1 Obtain digital aerial imagery during the spring of 2025 using a calibrated digital photogrammetric camera. The aerial imagery will be collected during leaf-off conditions when the sun angle is 30 degrees or greater above the horizon. Aerial imagery will be suitable for the production of 4-band (RGB-NIR) orthoimagery at 3-inch ground pixel resolution. Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/- 5%). The project area is 871 square miles plus a 500 foot buffer around the county boundary. See Attachment A for a map of the project area.
- 1.1.2 Collect control for the project using airborne inertial measurement unit (IMU), airborne global navigation satellite system (GNSS), and ground-based GNSS technology.
- 1.1.3 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery production to meet American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for standard mapping and GIS work.
- 1.1.4 Prepare 3-inch pixel resolution digital orthoimagery for the project area which will be produced to meet a horizontal accuracy of 0.66 feet RMSE_H.
 - Prepare pilot GeoTIFF orthoimagery of an area not to exceed a contiguous one square mile block.
 - The orthoimagery tiling structure will follow PLSS quarter sections, delivered in uncompressed, 4-band TIFF format (with world file) and will be accompanied by a tiling schematic in ESRI format.
 - Orthoimagery will include 4-band MG4 MrSID format compressed tiles and a mosaic of the entire orthoimagery project area.
 - Deliverable products will be referenced to WISCRS, Sauk County coordinates, NAD 83 (2011), US Survey Feet.

1.1.5 Final deliverable products to OWNER will include:

- 3-inch pixel, 4-band ortho tiles in uncompressed GeoTIFF format
- 3-inch pixel, 4-band ortho tiles in compressed MG4 MrSID format
- 3-inch pixel, 4-band ortho county wide mosaic in compressed MG4 MrSID format
- Ground control locations in ASCII format
- FGDC compliant metadata
- Tile schematic in ESRI shapefile format

1.1.6 CONSULTANT may render to the OWNER advice, consultation, and expertise with respect to the development, use, and technical application of the deliverables provided under this project.

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Changes in the Scope of Services

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

- 2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.
- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services, which are to be furnished by OWNER and services not otherwise, provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely. This may include project boundaries in georeferenced vector format, existing digital terrain models, and existing ground control information.
- 3.2 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services under this Agreement.

- 3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

ARTICLE 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement.
- 4.2 The services called for in Article 1 will be completed and submitted by December 31, 2025. Specific tasks will be completed and delivered according to the following schedule:
 - Aerial acquisition of digital imagery: Spring 2025 (March through May timeframe depending on weather and ground conditions)
 - Pilot orthoimagery tiles delivered for OWNER review: three months after completed acquisition
 - Countywide orthoimagery GeoTIFF tiles delivered: six months after completed acquisition
 - The OWNER has 30 days after delivery of the countywide products to review the data and provide the CONSULTANT with written comments. The CONSULTANT shall make final delivery within 30 days of OWNER's review.
 - Compressed orthoimagery MrSID tiles and mosaics delivered: one month after acceptance of the GeoTIFF tiles by OWNER
- 4.3 The expiration date of this Agreement is December 31, 2030.
- 4.4 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.
- 4.5 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement.
- 4.6 If CONSULTANT's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.1.1.1.

ARTICLE 5 - PAYMENTS

5.1 Compensation for Services

5.1.1 OWNER shall compensate CONSULTANT for services included in Article 1 as follows:

5.1.1.1 Aerial data acquisition and orthoimagery processing.....\$156,780.00

5.2 Times of Payments

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within sixty days after receipt of Consultant's invoice, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.) from said sixtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses. If for some reason there is a dispute concerning an invoice and the dispute extends beyond one month, the owner will not be assessed a 1.5% penalty to that invoice.

5.3.2 In the event of termination by OWNER, CONSULTANT will be reimbursed for all charges and services rendered.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

5.3.4 Factors determining compensation payable to CONSULTANT will be adjusted periodically and equitably to reflect changes in various elements that comprise such factors. Any changes must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the OWNER's sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Wisconsin.

6.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

6.4 Indemnification

The CONSULTANT hereby agrees to indemnify the OWNER for all claims arising solely from negligent acts, errors or omissions of the CONSULTANT in the performance of professional services under this agreement.

6.5 Data ownership Assignment

The CONSULTANT assigns ownership of the data to the OWNER and its project participants for all deliverable products produced under this contract. The CONSULTANT agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Map of Project Area (consists of 1 page).

7.2 This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Sauk County, WI
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

(Typed Name)

Zachary J. Nienow

(Title)

Manager

(Date)

Attachment A Map of Project Area

