



Memorandum

August 2, 2010

To: Jim Dinley, Municipal Administrator
From: Christopher Brewton, Utility Director - Electric Department
Subject: Light Detection and Ranging Data Acquisition (LiDAR) – Aero-Metric Inc.

Request

In accordance with SGC 3.16.060(D), I request Assembly approval of a Purchase Order in the amount of \$73,617.00 to Aero-Metric Incorporated to acquire and process LiDAR data for the Takatz Lake Hydroelectric project and authorize the Municipal Administrator to execute a Purchase Order in the amount of \$73,617.00.

Purpose:

LiDAR data and mapping is required to continue development of the Takatz Lake Feasibility Project. Contour data and subsequent mapping of the proposed transmission corridor will be utilized in the line design and determination of structure locations for the overhead portions of the transmission line.

Contour data around the lake itself will be utilized to determine inundation areas and other engineering analysis such as; evaluate firm and incremental energy production considering instream flow and lake level restrictions, estimate reservoir drawdown, area capacity relationships and design flow for generation.

Background:

Aero-Metric was previously selected to complete work for the Blue Lake Expansion Project and the main transmission corridor and dam site for the Takatz Lake Project and has provided a quality product on schedule and budget.

Funding:

The contemplated work is budgeted under the Takatz Lake Hydroelectric Feasibility Project and approximately \$1.3M in overall project funds is available.

Recommendation:

Recommend the Assembly approve a Purchase Order to Aero-Metric Inc. in the amount of \$73,617.00 for LiDAR Services and authorize the Municipal Administrator execute said Purchase Order on behalf of the Assembly.

Cc: Dave Wolff, Finance Director

July 23, 2010

Mr. Christopher Brewton
Utility Director
City & Borough of Sitka (Sitka)
100 Lincoln Street - Electric Department
Sitka, AK 99835

Project: P610139 | Sitka to Takatz Lidar

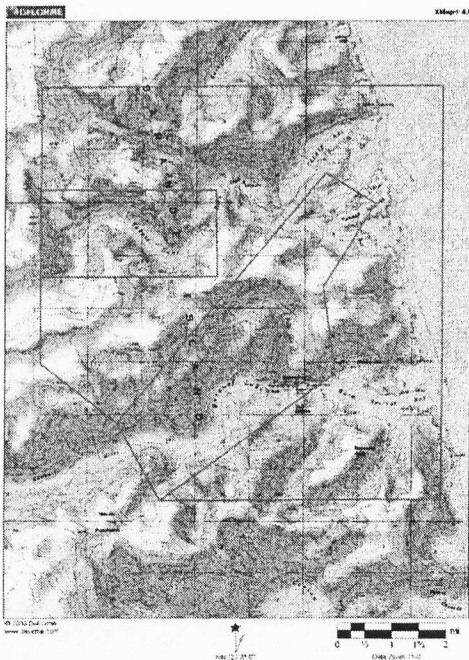
Dear Mr. Brewton:

We are pleased to respond to your request for proposal regarding the above referenced project. This proposal describes our understanding of the scope of work and services your project requires.

Summary of Work

We understand that the purpose of this project is to provide the Sitka with high resolution lidar data for the Sitka to Takatz areas of Alaska. This will provide high resolution digital elevation models (DEMs) needed for planning and visual products for public meetings.

For this project, we will acquire controlled airborne Light Detection and Ranging (lidar) data. The lidar mission will be designed based on Optech system specifications for 30-centimeter vertical accuracy with 1.5-meter nominal point spacing. We will provide 5-foot contours of two priority areas. The acquisition will be accomplished after the snow has melted or with approval from Sitka.



Project Area

The acquisition area is shown to the left with a red outer boundary. The two smaller areas inside the boundary will be contoured.

Lidar Control Surveying

Aero-Metric will be responsible for the necessary ground control information to adjust for atmospheric bias. We will use the existing survey we did for your previous project.

We understand the project requires the final mapping data to incorporate the following:

- Horizontal: NAD83, ASP, Zone 1, and Feet
- Vertical: Orthometric heights using Geoid06

Quality Standards

This project has been designed to conform to the American Society for Photogrammetry and Remote Sensing (ASPRS) Class III Accuracy Standards for Large Scale Maps. We will exercise reasonable care and will conform to the standards

of practice ordinarily used by the photogrammetric profession.

Lidar Accuracy

Accuracy statements are based on areas of moderate terrain. Diminished accuracies are to be expected in areas of extreme terrain and dense vegetation. The accuracy of each point is expected to meet the vertical accuracy standard; however, derived products may be less accurate in extreme terrain and dense vegetation due to a lesser number of points defining the bare-earth in these areas.

Schedule

Lidar Acquisition Schedule

We will acquire the lidar data for this project, including airborne GPS control, within twenty working days after notice-to-proceed and as ground and weather conditions permit.

We are committed to obtaining high quality lidar data for you within the allowable window of opportunity. Your project has been designed with the appropriate parameters for maximum flight safety and efficiency. We will be responsible for monitoring and selecting suitable weather to complete the lidar acquisition for the project, and will take all reasonable steps to acquire lidar data for you in a timely manner. There are a number of considerations that affect our mobilization decisions including but not limited to weather, ground and vegetation conditions. Therefore, please provide us with a notice-to-proceed or signed contract for lidar acquisition as early as possible.

Lidar Processing Schedule

Lidar processing for this project, including classification and related tasks, is expected to take 45 working days to complete after successful lidar data acquisition and verification.

Contours will be auto-generated and auto-labeled. The contour data will be tiled for your convenience; the file size will be chosen by us unless you specify a tile size based on your hardware or software constraints. The contours will include index, intermediate, and depression contour layers. For cartographic clarity, small contours (smaller than 100' long) will be filtered out and delivered as a separate layer.

Deliverables

During the course of the project or upon completion, we will deliver the following items to Sitka:

- Bare-earth DEM in ASCII format (1 set)
- LAS 1.2 file of all returns and the bare-earth data
- FGDC compliant metadata
- 5-foot contour digital topographic map files in AutoCAD format for the two identified areas(1 set)

All digital files will be delivered on external hard drive.

Cost and Payment Terms

Compensation for the above services will be broken down to lump sum fees for the following services:

Service	Cost
Aerial lidar acquisition	\$44,420.00
Lidar processing	\$22,086.00
5' contours	\$7,111.00
Total	\$73,617.00

Payments are due within 30 days of invoice date. Past due balances will be subject to a service charge at the rate of 1.5% per month.

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Sitka. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Aero-Metric.

Aero-Metric Representative

John N. Ellis, CP and Sean Bolender, Project Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Both are authorized to commit the necessary resources towards completing the services described herein.

Proprietary Content

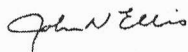
This proposal is based upon our analysis of your requirements and is provided to you and your company in confidence. This proposal is proprietary to Aero-Metric, and no part of our project design or technical solution may be used without our express written consent.

Authorization

If you would like to authorize Aero-Metric to proceed with the services described above and you agree with the fee schedule and payment terms, and the attached Standard Terms and Conditions which are part of this agreement, please return a signed original to Aero-Metric.

We look forward to working with you and your staff to complete this project in a timely and cost-effective manner. Should you have any questions, please call me at (907) 272-4495 or email me at the address shown below.

Sincerely,



John N. Ellis, CP
Senior Account Manager
jellis@aerometric.com
Aero-Metric, Inc. - Alaska Region

Attachment: Terms & Conditions

Signature Summary

Proposed Project: Sitka to Takatz Lidar

Proposal Number: P610139

Proposal Date: July 23, 2010

Proposed To: City & Borough of Sitka

Electric Department

100 Lincoln Street

Sitka, AK 99835

Submitted By: John N. Ellis, CP, Senior Account Manager

Agreement: We agree that this proposal constitutes the entire agreement between Sitka and Aero-Metric, Inc. as it relates to this project. We accept this proposal with its terms and conditions.

City of Sitka

Aero-Metric, Inc.

Authorized Signature:

Printed Name:

Title:

Date:

Terms and Conditions

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Aero-Metric cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Aero-Metric will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

SAFETY. Aero-Metric has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Aero-Metric specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Aero-Metric employees.

DELAYS. If events beyond the control of Client or Aero-Metric, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Aero-Metric shall be entitled to an equitable adjustment in compensation.

In the event Aero-Metric is delayed by Client and such delay exceeds 30 days, Aero-Metric shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Aero-Metric for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

INSURANCE. Aero-Metric will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Aero-Metric's business, requirements. Certificates evidencing such coverage will be provided to Client upon request.

INDEMNITIES. To the fullest extent permitted by law, Aero-Metric shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of Aero-Metric, its agents or employees.

LIMITATIONS OF LIABILITY. To the fullest extent permitted by law, Aero-Metric's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Aero-Metric's negligence, errors, omissions, strict liability, or breach of contract shall not exceed, either (a) the total compensation received by Aero-Metric under this Agreement, or (b) reperformance of the defective services by Aero-Metric at no cost to Client.

No employee or agent of Aero-Metric shall have individual liability to Client.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL AERO-METRIC BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

ACCESS. Client shall provide Aero-Metric safe access to any premises necessary for Aero-Metric to provide the Services.

MATERIAL ADVERSE EFFECT. This agreement may be amended if an event, change, or effect creates a material adverse effect upon the operation of Aero-Metric. Such material adverse effect may be created by, or be the effect of acts of, terrorism or war (whether declared or not declared) which materially impair Aero-Metric's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis of this agreement.

AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for payment of fees due Aero-Metric and claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.