

GIS New Aerial Imagery for Planimetric and Topographic Data Services

**Notice to All Prospective Bidder**

Deadline for written questions	12 p.m., Wednesday, March 22, 2023
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ADDENDUM #2 RELEASED (TUESDAY, MARCH 28, 2023)

**The Town has extended the deadline for proposal submission to 1:00 p.m., Thursday, March 30, 2023.**

The Town is releasing this RESPONSE to questions received prior to the deadline:

1. To perform the planimetric and topographic mapping described in the RFP most efficiently and at least cost, we will use existing data and update it as needed. Will the contractor be provided the following data from previous 2017 (or other) mapping?  
Planimetric data  
Digital Elevation Model (DEM) used to create the contours  
Contour data  
**Response: The vendor will be provided all 2017 data, including items 1, 2, and 3.**
2. Lastly, is this mapping effort required to perform the update mapping and comply with the “tested to meet ASPRS Class 1 accuracy” or “compiled to meet ASPRS class 1 accuracy”? The later will be much less expensive than requiring the higher standard “tested to meet”. **Response: Regarding “tested to meet ASPRS Class 1 accuracy”, the previous data required tasks performed by two vendors and the Town. For the updating existing data option, the Town is looking for the best possible accuracy and precision within our budget, given the challenges. We are unsure of what the cost implications might be for tested accuracy.**
3. On page 25 of the RFP it states: “MUST provide a minimum of five (5) references from the New England (CT, MA, ME, NH, RI, VT) governmental clients.” We have performed similar mapping for private and gov’t entities but not in those 6 states. Will this impact the scoring of our response?? **Response: Bidders may submit non-governmental and governmental references from outside the New England States. However, if the experience is mostly in areas with dissimilar architecture and infrastructure, then it may negatively impact the rating.**
4. Does the Town have a preferred or required completion date for the project work? **Response: Ortho-imagery deliverable within six months. All other deliverables should be scheduled within one year from flight date. It is understood that milestone flexibility will be needed, as challenges arise. This process should not be rushed.**
5. What company performed the Town’s current topographic and planimetric feature mapping? **Response: 2017 imagery was acquired by WSP. All interpreted deliverables were created by Fugro.**
6. The sample project required for RFP submission – can this be a few representative tiles for does have to be the projectwide datasets? **Response: Yes, this can be representative tiles or other subsets.**
7. Is a hybrid new vs. update approach for the plan and topo feature mapping allowed – e.g., update of plan + new topography – or do you just want full update and full new options? **Response: A hybrid approach is allowed.**

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8. We noticed the Town has posted the 2017 planimetric mapping data on ArcGIS Online, but it is not available for download. Could you provide a copy or a sample of the data for closer review?  
**Response: Attached to the email distribution for roads and buildings.**
9. Do you have any estimates on the percent change of the Town since last mapping update?  
**Response: No we do not have an estimate. Both the Town's webGIS and the Commonwealth's data show aerial coverage since the 2017 data capture.**
10. Can the Town provide a sample of the existing breakline data from last mapping update?  
**Response: Yes, it is attached to the email distribution.**
11. The Town received a request for modifications to the Town's contract form WSP USA Inc (document is attached). **Response: After reviewing the request with Town Counsel, the Town is open to the suggested modifications to the contract form.**

The above information was prepared by or in consultation with **David Davison, ATM/Director of Finance/CPO; Benjamin Anderson, GIS Administrator; Town Counsel**

*Bidders are reminded to acknowledge receipt of any and all addendums.*

# Contract Exceptions



## Re: GIS New Aerial Imagery for Planimetric and Topographic Data Services 23GEN235G – Exceptions

Per the RFP instructions noted below, **WSP USA Inc.** is providing our exceptions to the specimen contract.

**Exceptions:** *The bidder must disclose in detail any exceptions to the specimen contract and such exceptions must be specific. The bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the Town to correct, prior to the opening of the bids, any technical or contractual requirement, provision, ambiguity, or conflict in the bid package. Exceptions must be submitted by the deadline for written questions stated above. Unless timely submitted as an exception, any such ambiguity, conflict or problem shall be resolved in favor of the Town of Needham.*

Section	Comment/Exception	Rationale
	<b>RFP</b>	
	Before commencing performance of the contract, the awarded bidder will be responsible for providing and maintaining insurance coverage in force for the life of the contract in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All policies issued shall indemnify and hold harmless the Town of Needham, its agents, and employees from any and all claims for damages to persons or property as may arise out of the <u>negligent</u> performance of this contract.	Professional liability is established using the standard upheld under the law and a design professional is covered for its negligent acts, errors, and omissions. The indemnity provision in the proposed contract does not tie the duty to indemnify to the negligence of the design professional.
	<b>Contract</b>	
Art 3		
Art 14	Indemnification Please add: <a href="#">With respect to claims arising out of Contractor’s professional services, this indemnity shall apply only to the extent such losses result from the negligent act(s), error(s), or omission(s) of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable in the performance of professional services and the Contractor’s defense obligation shall be the reimbursement of Town’s reasonable legal expenses recoverable under applicable law in defending against an allegation of harm caused by the Contractor’s failure to meet the standard of care for professional services once that failure is determined.</a>	Professional liability is established using the standard upheld under the law and a design professional is covered for its negligent acts, errors, and omissions. The indemnity provision in the proposed contract does not tie the duty to indemnify to the negligence of the design professional. Additionally, an upfront defense obligation is not covered under PL insurance. It is much more appropriate for all parties to bear their own costs in the first instance and provide for a mechanism whereby the indemnitor, if culpable, can reimburse the defense costs to the proportional extent caused by indemnitor’s negligence. Consultant’s active defense of claims directed against consultant will mean that the client’s defense of such claims will really be just pass-through claims.

<p>Art 17</p>	<p><b>Guarantee of Work</b></p> <p>a. Except as otherwise specified, all work shall <del>be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract performed using the degree of care and skill ordinarily exercised under similar circumstances by members of similar profession at the same location during the same time period subject to this Agreement (“Standard of Care”).</del></p> <p>b. If, within <del>any guarantee</del><u>this</u> period, repairs or changes are required in connection with <del>guaranteed</del> work, which in the opinion of the Town are rendered necessary as a result of the <del>use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract</del><u>Contractor’s failure to meet the Standard of Care</u>, the Contractor shall, promptly upon receipt of notice from the Town and at its own expense:</p> <ol style="list-style-type: none"> <li>i. Make goods and services conform to this Agreement;</li> <li>ii. Make good all damage to the Town, or equipment or contents thereof, which, in the opinion of the Town, is the result of the use of materials, equipment or workmanship which <del>are inferior, defective, or not in accordance with the terms of the Agreement</del><u>fail to meet the Standard of Care</u>; and</li> <li>iii. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such <del>guarantee</del><u>obligation under the Agreement</u>.</li> </ol>	<p>The current guarantee language goes beyond the legal standard of care required for a professional service provider. This issue is strictly a legal contractual issue and is not a reflection of the quality to be provided. To the contrary, Consultant will provide the quality of service that is consistent within the industry. Creating a higher standard of care for the Consultant will create duties that did not otherwise exist and may create unanticipated liability for both Town and Consultant.</p>
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