

CONTRACT

DINWIDDIE COUNTY **GIS MAINTENANCE AND SUPPORT**

The Agreement is made this 21st day of May, 2019, by and between **GeoDecisions, a Division of Gannett Fleming, Inc.**, of 207 Senate Avenue, Camp Hill, PA 17011 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act and Dinwiddie County's Purchasing Policies and Procedures, the County obtained a quote from GeoDecisions to continue GIS Maintenance and Support Services and Web Site Hosting for the County's GIS System; and

WHEREAS, Section 21(h) of the Dinwiddie County Purchasing Policies and Procedures states that certain annual software support is considered both proprietary and perpetual, as support cannot be provided by anyone other than the source code or current program/software holder, and does not require the same competitive justification as other purchases so long as the original purchase is competitive and the same company provided the support, until the product/software is no longer utilized; and

WHEREAS, the using department has verified that the price is fair and reasonable and that the product/software is still available through the current provider; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) GeoDecisions Professional Services Agreement (PSA) dated January 3, 2019. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of the contract shall be July 1, 2019 through June 30, 2020, with automatic renewals under the terms and conditions of the original contract for up to five (5) additional one-year terms or as long as the system is used (whichever is sooner), unless either party gives written notification to the other party one hundred twenty (120) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be negotiated at time of renewal and shall not exceed 3% per year.
3. **Costs.** Contractor agrees to provide all services pursuant to this Contract for a sum no greater than TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00) per year (the "Contract Price"). Payments shall be made quarterly to Contractor at its Richmond, Virginia office within thirty (30) days after receipt of invoice and verification of work. The price is broken down as follows:

Parcel and E911 Data Maintenance: \$12,750 /yr
Ongoing Software/Remote Technical Support: \$4,250 /yr
Web Site Hosting, Maintenance and Support: \$5,500 /yr

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Jenni Ellsworth
GeoDecisions, a Division of Gannett Fleming, Inc.
115 South 15th Street, Suite 400
Richmond, Virginia 23219
(804) 767-1871
jellsworth@geodecisions.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements of the General Terms and Conditions.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Dinwiddie County, Virginia

By: 

W. Kevin Massengill
County Administrator

GeoDecisions, a Division of Gannett Fleming, Inc.

By: 

Title: Vice President

Approved as to form:



Tyler Southall, County Attorney

Department Approval:



Tammie Collins, Dep County Administrator
Planning and Community Development

PART A
GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

(1) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s); or
 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

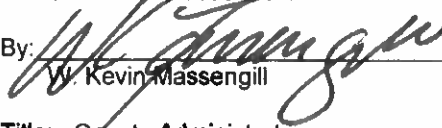

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

GEODECISIONS PROFESSIONAL SERVICES AGREEMENT (PSA)

DATE: May 21, 2019	
CLIENT: Dinwiddie County 14010 Boynton Plank Road Dinwiddie, VA 23841 Tel: 804-469-4500 https://www.dinwiddieva.us/330/GIS http://dinwiddie.mapsdirect.net/Account/Login	GEODECISIONS , a Division of Gannett Fleming, Inc., 207 Senate Avenue Camp Hill, PA 17011 Tel: 717-763-7211 Fax: 717-763-8150 www.geodecisions.com
CLIENT REPRESENTATIVE: Tammie Collins Planning Division Chief Tel: 804-469-4500 ext 2110 tcollins@dinwiddieva.us	GEODECISIONS REPRESENTATIVE: Jenni Ellsworth Tel: 804-767-1871 jellsworth@geodecisions.com 115 South 15 th Street, Suite 400 Richmond, VA 23219
1. CLIENT desires to engage GeoDecisions to provide GIS data and web support	
PROJECT NAME: Dinwiddie County GIS Support	
PROJECT DESCRIPTION: GeoDecisions will provide resourcing to fulfill task orders issued by Dinwiddie County throughout the timeframe defined within the following terms and conditions. Tasks may vary but initially, GeoDecisions will provide GIS Data Remediation and Web Mapping services. This PSA will allow Dinwiddie County and GeoDecisions to create future task orders defining additional tasks to be completed within the terms and conditions of this PSA.	
PROJECT LOCATION: This PSA will be executed from GeoDecisions Richmond office, with other locations providing support if needed. Task may also be executed at Dinwiddie County's office as needed and defined within Task Orders.	
2. STANDARD TERMS AND CONDITIONS: The parties agree that GeoDecisions will provide professional support services for the Project in accordance with the Professional Terms and Conditions, pages T-1 to T-8, the Scope of Services, pages S-1 and S-2, and the Fee Schedule, page F-1, attached hereto, incorporated by reference and made part of this Agreement. Executed Task Orders will authorize GeoDecisions to proceed with the work outlined within each Task Order.	
3. SCHEDULE: The services will begin when this Agreement is fully executed. The terms and conditions of this Agreement will be in effect beginning July 1, 2019 through June 30, 2020, with automatic renewals for up to five (5) additional one-year term or as long as the system is used (whichever is sooner). Schedules for specific tasks will be defined within the Task Orders.	
4. ADDITIONAL TERMS AND CONDITIONS:	
ACCEPTANCE/AUTHORIZATION TO PROCEED The terms and conditions of this Agreement are accepted by the Client and GeoDecisions is authorized to proceed with the work as described. By:  W. Kevin Massengill Title: County Administrator Date: 5/23/19	GEODECISIONS , a division of Gannett Fleming, Inc. By:  Name: Stuart Blankenship Title: Vice President Date: 5/28/19 This agreement may be withdrawn by Gannett Fleming if not accepted within 30 days.

PROFESSIONAL TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. **DEFINITIONS:** *GeoDecisions* shall mean the Gannett Fleming, Inc. division performing the services. "Services" means the specific services to be performed by *GeoDecisions* as set forth in the attached "Scope of Services" and any other future additional services or assignments as agreed upon between the parties. "Client" is the person or entity identified by this Agreement as ordering the services to be performed by *GeoDecisions* and who shall be responsible for payment for such services. If the Client is ordering the services on behalf of another, the Client represents and warrants that the Client shall bind such third party to the terms and conditions of this Agreement. The ordering of services from *GeoDecisions* shall constitute acceptance of the terms of this Agreement.
2. **SERVICES:**
 - 2.1 The parties agree that *GeoDecisions* may provide additional services or assignments as and when requested by the Client. These terms and conditions shall apply to such additional services or assignments.
 - 2.2 *GeoDecisions'* services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. *GeoDecisions* will prepare a schedule for the performance of the services hereunder, which initially shall be consistent with the time period set forth in paragraph 3 of the Agreement. The schedule shall include allowances for periods of time required for the Client's review, for the performance of Client's and *GeoDecisions'* consultants, and, if applicable, for review and approval of submissions by authorities having jurisdiction over the Project. The schedule shall be adjusted, as necessary, as the Project proceeds.
 - 2.3 *GeoDecisions* agrees to perform its services in compliance with applicable laws, regulations, and ordinances and other legally enforceable requirements in effect as of the date of this Agreement. Except as specifically provided in the scope of services hereunder, *GeoDecisions* shall not be responsible for determining any law, regulation or ordinance with which Client must comply for approval or completion of Client's project. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.
 - 2.4 Client agrees that *GeoDecisions* may use the services of subconsultants when it is appropriate and customary to do so, provided that *GeoDecisions* notifies the Client in advance.
3. **COMPENSATION:**
 - 3.1 In the case of a Time and Materials Task Order, payments for services rendered and expenses incurred shall be made monthly upon presentation of *GeoDecisions'* monthly invoices and shall be based on staff time and materials used. Such invoices shall be computed in accordance with the attached Fee Schedule and are due and payable within 30 days of receipt. The Fee Schedule is subject to adjustments only at the beginning of each term. Hourly rate classifications for staff working under this Agreement are provided in the Fee Schedule. Travel and other in-house expenses will be invoiced at cost. Outside expenses for suppliers and other vendors listed on the Fee Schedule, or subsequent Fee Schedules identified in specific Task

Orders, will be invoiced at cost.

- 3.2 In the case of a Lump Sum Task Order, payments for services rendered and expenses incurred shall be made monthly upon presentation of GeoDecisions' monthly invoices and shall be based on percent complete. Such invoices shall be computed in accordance with the Fee Schedule defined in the Lump Sum Task Order and are due and payable upon receipt.
- 3.3 Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable. It is understood that any sums quoted in the Agreement as an estimate are an estimate only and Client will be responsible for all services actually rendered whether the actual cost is lesser than or exceeds the estimate.
- 3.4 In the event of nonpayment of the account within thirty (30) days after invoices are rendered, the Client further agrees to pay a late charge of 1-1/2% per month from the date of invoice on the unpaid balance until such account is paid in full. If the account remains delinquent for more than forty-five (45) days, *GeoDecisions* shall have the right to cease all further work on the project by giving written notice of that decision to the Client.
- 3.5 Invoices will be sent monthly. Invoices can be distributed in one of the following methods: Emailed (GeoDecisions' preferred method) or Mailed hard copy via the U.S. Postal Service. The Customer should complete the section below indicating their preferred method of invoice distribution.

☒ Emailed invoices will be sent to the attention of:

Name: Accounts Payable

Email: Accounting @dinwiddieva.us

Phone Number: 804-469-4500

☐ Mailed hard copy invoices will be sent to the attention of:

Name: Accounts Payable

Address: PO Drawer 70

Dinwiddie, VA 23841

Phone Number: 804-469-4500

3.6 Payments can be made via one of the following methods:

Send Check payments to:
Gannett Fleming Companies
P.O. Box 829160
Philadelphia, PA 19182-9160

Send ACH/EFT payments to:

ABA: 031312738

Acct No: 5003165655

Account Name: Gannett Fleming Companies

4. STANDARD OF PERFORMANCE/LIMITED WARRANTY:

- 4.1 In performing the services under this Agreement, *GeoDecisions* will use the degree of care and skill normally exercised under similar circumstances by recognized firms providing similar services. All estimates, recommendations, opinions, and decisions of *GeoDecisions* will be made upon the basis of the information provided to *GeoDecisions* and its experience and professional judgment.
- 4.2 In performing its services, *GeoDecisions* shall be entitled to rely on the accuracy and completeness of work by third parties, the representations of and material provided by Client and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Scope of Services.
- 4.3 A portion of the services provided by *GeoDecisions* may involve software programming, Web site design, incorporation of existing geographic information into information technology systems and other information technology services and deliverables. Within ninety (90) days of delivery of such services, Client shall advise *GeoDecisions* in writing of any malfunctions or defects in the services or deliverables. Upon receipt of written notice that specifies the nature of the malfunction, while not guaranteeing service results, *GeoDecisions* agrees that it will use its best efforts to correct all errors or malfunctions in the deliverables and services. If, after investigation it is shown that the reported error or malfunction was not caused by *GeoDecisions'* errors, *GeoDecisions* may charge Client at its regular hourly rates for time spent by it in investigating and correcting the alleged error or malfunction. Client acknowledges that some programs are of such complexity that they may have inherent defects that *GeoDecisions* does not warrant or guarantee can be corrected. Any modification to the deliverables not authorized by *GeoDecisions* shall void any obligation or duty to correct any error or malfunction.
- 4.4 THE LIMITED WARRANTY ABOVE IS IN LIEU OF ANY OR ALL OTHER WARRANTIES. *GEODECISIONS* DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE OPERATION OF THE DELIVERABLES, PROGRAMS AND MATERIALS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client acknowledges that *GeoDecisions* has made no other representation or warranty of any kind, nature or description, expressed or implied with respect to services or deliverables.
- 4.5 The purpose of this provision is to protect *GeoDecisions* from liability in the event, however unlikely, that any included sale of computer services should become subject to the Uniform Commercial Code (UCC). Under the UCC, this disclaimer is required in the Agreement to avoid an implied warranty by *GeoDecisions* of merchantability and fitness for purpose. Since a program will ultimately do only what the specifications say and may not satisfy a buyer's purposes, it is necessary to protect *GeoDecisions* from the implied warranties of the UCC.

5. OBLIGATIONS OF CLIENT:

- 5.1 Client shall designate in writing a person with authority to act on Client's behalf on all matters concerning this Agreement. Client shall be responsible for coordination with all consultants or others working directly with the Client and all governmental agencies as necessary.
- 5.2 Client shall provide all criteria and full information as to Client's requirements in connection with the project, including existing studies, reports and other available data pertinent to the Scope of Services. Client also agrees to obtain or authorize *GeoDecisions* to obtain or provide additional reports and data as required and furnish to *GeoDecisions* services of others required for the performance of *GeoDecisions*' services hereunder. *GeoDecisions* shall be entitled to use and rely upon all such information and services provided by Client or others in performing *GeoDecisions*' services under this Agreement.
- 5.3 In the event that *GeoDecisions*' services under this Agreement involve software solutions and customized applications using existing licensed software programs or products, Client agrees, at its own expense, to obtain, comply with all conditions of, and maintain the licensed software programs.
- 5.4 Client shall furnish all legal, accounting and insurance consulting services as may be necessary for its Project, including auditing services, and be responsible for the costs incident to fulfilling the requirements of this provision.
- 5.5 By virtue of entering into this Agreement and providing the described services, *GeoDecisions* does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

6. CHANGES/ADDITIONS TO SERVICES:

- 6.1 Appropriate and reasonable additional services (not already stipulated in this Agreement) will be provided if authorized by the Client and agreed to by *GeoDecisions*. Such additional services will be provided for additional compensation agreed to at the time the services are authorized. *GeoDecisions* will, at mutually agreed upon rates, provide assistance to and on behalf of the Client, in the form of technical information, analysis, and expert witnesses in claims and/or litigation in connection with this Agreement, including any claims or litigation brought by the Client against third parties or brought against the Client by third parties.
- 6.2 Changes in the Scope of Services, including services of *GeoDecisions*' subconsultants, may occur after execution of this Agreement, without invalidating the Agreement, if requested by the Client and agreed to by *GeoDecisions*, if required by circumstances beyond *GeoDecisions*' control, or if *GeoDecisions*' services are affected by circumstances set forth below.

GeoDecisions agrees to notify the Client of such circumstances at the time and Client agrees to respond promptly if they do not agree to such change. If Client determines that all or a part of such changes in services are not required, Client shall so advise *GeoDecisions* and *GeoDecisions* shall have no obligation to provide those services. Except for a change due to the fault of *GeoDecisions*, changes in services shall entitle *GeoDecisions* to an adjustment in compensation in accordance with this Agreement.

- 6.3 The rate of compensation for services provided under this Agreement has been agreed to in anticipation of the orderly and continuous progress of the Project. If any of the following circumstances affect *GeoDecisions*' services for the Project, *GeoDecisions* shall be entitled to an appropriate adjustment in the Schedule and Compensation: (a) Change in the project scope, complexity, budget, instructions or approvals given by the Client; (b) Enactment of or revision to codes, laws or regulations or official interpretations or software that necessitate changes to previously prepared documents or programs; (c) Decisions of the Client not rendered in a timely manner; (d) Preparation for or attendance at a public hearing, a dispute resolution proceeding or a legal proceeding; (e) *GeoDecisions* is required to delay commencement of the work or if, upon embarking upon its work, *GeoDecisions* is required to stop or interrupt the progress of this work as a result of changes in the services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of the project, or other causes beyond the control of *GeoDecisions*.

7. INSURANCE:

- 7.1 *GeoDecisions* agrees to maintain the following types of insurance relating to this Agreement and *GeoDecisions*' performance of the Services:

- (a) Workers' Compensation and Employers Liability Coverage - Statutory Limits; and
- (b) Commercial General Liability including Contractual Liability - \$1,000,000 Combined Single Limit; and
- (c) Commercial Automobile Liability - \$1,000,000 Combined Single Limit; and
- (d) Professional Liability Insurance during the term of the project in an amount not less than \$1,000,000.

- 7.2 *GeoDecisions* will, upon request, provide insurance certificates to Client upon renewal, expiration, or cancellation of any policy for which a certificate has been provided to Client at the time that this Agreement is executed.

8. SUSPENSION/TERMINATION:

- 8.1 If the Project is suspended for more than thirty (30) calendar days in the aggregate, *GeoDecisions* shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and startup costs. In addition, there shall be an equitable adjustment in the schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, either party may terminate this Agreement upon giving notice in writing to the other party.

8.2 This Agreement may be terminated by either party at any time upon one hundred twenty (120) days prior written notice to the other party. Upon such termination, the Client shall pay to *GeoDecisions* all monies owed under this Agreement for all work performed up to the date of receipt of written verification, plus any applicable termination costs if *GeoDecisions* is the non-breaching party. Termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by *GeoDecisions* in connection with this Agreement.

8.3 If the Client fails to make payment when due or otherwise in breach of this Agreement, *GeoDecisions* may suspend performance of services upon five (5) calendar days' notice to the Client. *GeoDecisions* shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement.

8.4 Client agrees that in the event the services of *GeoDecisions* under this agreement are terminated with or without cause, *GeoDecisions* shall not be required to release its files or work product to the Client until such time as payment in full is made for all services and expenses under this Agreement.

9. OWNERSHIP RIGHTS:

Both parties shall have the right to use the software programming, documentation or deliverables relating to information technology developed during the course of this Agreement by *GeoDecisions* or jointly by *GeoDecisions* and Client; provided, however, unless otherwise agreed in writing, Client shall limit its use of the software programs and other project deliverables solely to its own internal personnel and purposes. Client further agrees that it shall not copy, lend, distribute, lease, license, make available or dispose of such deliverables to any third party and take reasonable precautions to prevent such programs and deliverables from being acquired by unauthorized persons.

Any data or other materials furnished by Client for use by *GeoDecisions* in connection with the services performed under this Agreement shall remain the property of Client and, upon request, will be returned to Client upon completion of the Agreement.

In the event any work product resulting from *GeoDecisions* services under this Agreement is patentable or copyrightable material, *GeoDecisions* shall have the sole and exclusive rights thereto. Nothing in this Agreement shall be construed so as to preclude *GeoDecisions* from developing and marketing data processing materials which are competitive with those prepared by Client hereunder, irrespective of whether such materials are similar or related to the data processing materials developed by *GeoDecisions* for Client pursuant to this Agreement.

All software, systems, programs, techniques and specifications, and other materials owned by *GeoDecisions* prior to execution of this Agreement used by *GeoDecisions* in conjunction with Client services, shall continue to belong exclusively to *GeoDecisions* whether or not they were specifically adapted by *GeoDecisions* for use by Client.

10. LIABILITY/DISPUTES:

10.1 To the extent allowed by Virginia law, and without waiving the doctrine of sovereign immunity, each party agrees to indemnify and hold the other party, and their respective officers and

employees harmless, from and against claims, suits, actions, and damages, including reasonable attorney's fees, to the extent caused by such parties' willful misconduct or negligent errors or omissions during the performance of this Agreement.

10.2 *GeoDecisions'* liability for damages of any kind due to breach of contract or warranty, error, omission or professional negligence or any tort shall be the total amount paid to *GeoDecisions* under this Agreement or \$50,000, whichever is less. This limitation shall be deemed to be a part of the negotiated terms of the Agreement. *GEODECISIONS* SHALL IN NO EVENT BE LIABLE FOR LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, GOOD WILL, OR OTHER DAMAGES SUFFERED BY CLIENT OR OTHERS, ARISING OUT OF THIS AGREEMENT OR ITS BREACH OR AS A RESULT OF THE USE OF ANY DELIVERABLES.

10.3 Any claim, controversy or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, of the project, shall prior to the institution of any legal proceeding, and upon the request of either party, be submitted to the senior officers of each party to this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. This Agreement shall be enforced in and governed by the laws of Virginia.

11. MISCELLANEOUS:

11.1 The services to be performed by *GeoDecisions* under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of *GeoDecisions* toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.

11.2 *GeoDecisions* will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency is created by this Agreement or by *GeoDecisions'* performance of the Services. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever. Subject to the terms and conditions of this Agreement, each party shall exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations.

11.3 The parties hereby covenant and agree that during the term and for a period of one year after the termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire or retain any employees of the other party or its affiliates without such parties' prior written consent.

11.4 Under no circumstance shall any employee, stockholder, officer or agent of *GeoDecisions* have any individual professional liability to the Client in addition to, or in excess of, *GeoDecisions'* liability under this Agreement. Notwithstanding the aforesaid, in the event any judgment is

entered against any such individual, Client shall look exclusively to the assets of *GeoDecisions* for satisfaction of said judgment.

11.5 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

11.6 This Agreement and the attachments hereto constitute all the terms and conditions under which professional services will be performed under this Agreement, which terms may not be amended except in writing signed by all parties.

11.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which may together shall be deemed to be one and the same agreement.

SCOPE OF SERVICES

The scope of services for the Service Agreement may include the following tasks; however, as stated on the initial page of this document, task orders will be created to define more specific tasks and costs. A sample task order is included as part of this Scope of Services.

Spatial IT and GIS Consulting Services

Based on initial discussions, the following are potential tasks with which GeoDecisions can provide client support. The list is not final but is a starting point for task orders that will be created on an as-needed basis.

- ArcGIS Enterprise Installation, Training, and Support (Desktop/Server/Pro/AGOL)
- ArcGIS Extensions/Add-Ons Installation and training
- Geocoding and Routing Services (StreetMap Premium/Network Analyst)
- WebApp and Mapping Development and Services
- GIS Data Development and Maintenance
- GPS Configuration and Training
- GIS Asset Management Services and Training (Asbuilt Plan Posting, Geometric/Utility Network)
- Automated Task Setup and Support

SAMPLE TASK ORDER

Client:	
Project Name:	
Client PM:	
GeoDecisions PM:	
Task Order Number	
Governed by the Terms and Conditions of the Professional Services Agreement Dated:	
Date Submitted:	

DESCRIPTION OF TASK ORDER

SCOPE OF WORK – REQUIRED TASKS

SCHEDULE

TASK BUDGET AND INVOICING

PROJECT ASSUMPTIONS

SIGN-OFF

By accepting this Task Order, CLIENT understands and agrees to the scope and budget specified in this document.

☐ **Accepted**

☐ **Rejected**

Client Project Manager Name

Client Project Manager Signature

Date

GeoDecisions Vice President Name

GeoDecisions Vice President Signature

Date

Client Comments:

FEE SCHEDULE

Individual Task Orders will define the type of payment schedule as well as agreed upon pricing and invoicing. Lump Sum Task Order will be firm fixed price based on defined deliverables. The following Fee Schedule is defined for use on a Time and Materials Task Order.

Staffing costs by rate classification:

Role	Hourly Rate
Project Coordinator	\$142.20
GIS Project Manager	\$117.80
System/Database Analyst	\$108.20
GIS Specialist	\$95.50
GIS Programmer/Application Developer	\$108.20
GIS System Analyst	\$79.60
GIS System Technician	\$63.86

Note: These rates are subject to price negotiations at the beginning of each contract term and shall not exceed an increase of 3% annually.

Projects will be invoiced monthly based on staff time and materials, according to the hourly staff rate classifications listed above. Direct expenses include transportation costs, computer charges, printing costs, etc. Direct expenses will be billed according to GeoDecisions' current fee schedule as they are incurred on the project.

Dinwiddie County ParcelViewer Maintenance & Support

Task Order 1

TASK ORDER 1

Client:	Dinwiddie County
Project Name:	Dinwiddie County ParcelViewer Maintenance
Client PM:	Tammie Collins
GeoDecisions PM:	Jenni Ellsworth
Task Order Number	1
Governed by the Terms and Conditions of the Professional Services Agreement Dated:	May 21, 2019
Date Submitted:	May 21, 2019

DESCRIPTION OF TASK ORDER

GeoDecisions will provide ParcelViewer web maintenance and support services for Dinwiddie County, to include website hosting, quarterly site updates, and data layer replacement under existing data maintenance contract.

SCOPE OF WORK – REQUIRED TASKS

GeoDecisions will provide Dinwiddie County with software, servers, bandwidth, support, and customer support for hosting and maintaining their ParcelViewer website. Maintenance will cover addressing of any significant issues with the software application identified by its users and submitted via the service desk portal. Quarterly software updates will be provided as part of this agreement as available. Data maintained by GeoDecisions will be updated on the website per the agreed maintenance schedule.

Maintenance will be provided under this agreement for both the public and existing login versions of the website. Should the County provide a dataset that they would like to display as a map layer on the site, GeoDecisions will include such data layer incorporations on a quarterly basis, as long as the data is provided in an ESRI user format (shapefile or file geodatabase) and does not require any data editing.

SCHEDULE

The work performed for this task order will be ongoing quarterly for the period from July 1, 2019 through June 30, 2020.

TASK BUDGET AND INVOICING

For the required tasks identified above, GeoDecisions has developed the following budget:

TASK	COST	QUANTITY	PRICE
Quarterly Website Hosting & Support	\$1,375.00	4	\$5,500.00
TOTAL PRICE:			\$5,500.00

The total cost for all task items associated with this project is **\$5,500.00**. Prices for this task order are fixed and include all time, materials, and other associated project costs. Invoicing will occur in arrears of each quarter. Payment terms are Net 30.

Dinwiddie County ParcelViewer Maintenance & Support

Task Order 1

PROJECT ASSUMPTIONS

- GeoDecisions is not responsible for inaccurate datasets provided by the County for the website. GeoDecisions will work with the County on how to symbolize these datasets on the map but will not be editing the spatial geometry or tabular values of the data.
- Any schema or spatial changes coming from updates to existing data on the site that impact the layer's display do not fall within scope of this project and will be resolved at an additional cost based on the current fee schedule.
- Additional login setups for the website will be handled through a new task order with an additional cost for implementation and maintenance.
- Data layer update requests will be delivered to GeoDecisions via service desk portal on a quarterly basis. Services will be provided to the customer in accordance with the Service Level Agreement attached hereto.
- Any issues submitted through the service desk that are determined not to be caused by GeoDecisions will be resolved at an additional cost based on the current fee schedule.
- The overall contact and GeoDecisions project manager listed for this task order may differ from those assigned to manage the daily effort needed to complete the defined scope of work.
- All effort will be performed at GeoDecisions Richmond office. If travel is required, a change request may be submitting requesting additional funding to cover those costs.

SIGN-OFF

By accepting this Task Order, Dinwiddie County understands and agrees to the scope and budget specified in this document.

☒ Accepted

☐ Rejected

W. Kevin Massengill
Client Project Manager Name

5/23/19
Date

[Signature]
Client Project Manager Signature

Stuart Blankenship
GeoDecisions Vice President Name

5/28/19
Date

[Signature]
GeoDecisions Vice President Signature

Client Comments:

Task Order 1

PARCELVIEWER SERVICE LEVEL AGREEMENT

The terms and conditions of this Agreement are as follows:

GeoDecisions will provide the customer with ongoing maintenance and support of their ParcelViewer software. As such, GeoDecisions will provide quarterly (90 day) software updates as available, as well as address any significant issues with the software application identified by the customer. In addition, the customer's maintenance plan will include quarterly dataset replacements to the site:

*Data provided to GeoDecisions within a reasonable timeframe will make it into that scheduled delivery period. It is up to GeoDecisions' discretion to determine if data uploads close to the delivery period can be addressed for that period; otherwise, the provided updates will be incorporated into the following delivery.

The customer will be set up with their own Service Desk portal to send any requests, upload data, or report technical issues. This online portal should always be used for such correspondence, in lieu of email, as this method ensures the most efficient tracking and resolution of such requests. The following outlines service desk requests in more detail:

Service Desk ticket types include TECHNICAL SUPPORT, DATA REQUEST, MAP REQUEST, SPECIAL REQUEST, and DATA UPLOAD. All or some of these categories may or may not apply to your portal.

- TECHNICAL SUPPORT includes difficulty using or maintaining data or hardware/software
- DATA REQUEST may include corrections/additions/deletions to the customer data or workflows, as well as data conflation and miscellaneous quality assurance measures. Additionally, this option may be used to send a request for digital delivery of up-to-date datasets.
- MAP REQUEST may be submitted for production or delivery of digital map products
- SPECIAL REQUEST may include items such as enhancements or Data Analysis
- DATA UPLOAD can be utilized to send data to GeoDecisions

*NOTE: Requests can come from the customer, or from an external person or entity not associated with the customer. MAP/DATA REQUESTS from a person or entity not associated with the customer, who are not working for a nonprofit organization, will be charged an administrative fee, per map/dataset, payable to Gannett Fleming, Inc.

The issuer of the ticket will need to identify the level of urgency (urgent, non-urgent) in the Severity option of their ticket request. Once a request has been submitted, GeoDecisions will respond within the time frame below:

Severity	Initial Response	Target Resolution
Urgent	4 hours	48 hrs (weekends and evenings not included)
Non-Urgent	24 hours	5-7 business days

Task Order 1

- Response and resolution times are measured from when the incident is communicated to GeoDecisions.
- Target resolution times may vary depending on the type of request; If the request is not resolved within the defined timeframe, GeoDecisions will communicate with customer via their request ticket, and continuous effort will be applied until the problem is resolved. If the request is part of a regularly scheduled annual maintenance contract, target resolution will be within the defined maintenance period (i.e. quarterly, monthly, etc.).
- Urgent requests include requests that impede the customer's ability to work or share information.

Time and materials contracts: Urgent requests will be billed at an hourly rate of time and a half.

Firm fixed price maintenance plans: Up to 3 urgent request(s) per quarterly period will be acted upon as such. Urgent requests exceeding this number will be treated as Non-urgent. Urgent requests for technical assistance resulting from a GeoDecisions error do not count toward the limit.

Any requests that do not fall under the included updates listed in the plan will be considered enhancements. These include but are not limited to requested functions that do not currently exist, or modifications to data or applications that are not required to make it function as it was originally designed. If any data request appears to be an enhancement, GeoDecisions will provide a quote for the time and materials required to fulfill the request.