



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and **Scott County, IA** ("Client"), on _____.

PROFESSIONAL

CLIENT

The Schneider Corporation
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana 46216
317-826-7100

Scott County, IA
County Board 428 Western Avenue
Davenport, IA 52801-1030
563-326-8749

Project Name: GIS Professional Services

Common Location: Davenport, IA

Sec/Twp/Rg: N/A

County: Scott

Client intends to contract for **GIS Professional Services ("Project")**:

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.

5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with Schedule of Fees.
6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½% per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
 - A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
 - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. The initial term of this Agreement for specific renewal-based deliverables, including web hosting and system support, shall be specified in the Scope of Work. These specific deliverables shall automatically renew for successive terms which consist of a twelve month period, subject to earlier termination as set forth in Section 9 or upon written notification by either party 30 days prior to the end of a term. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon thirty days written notice to Client. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Limitation of Liability and Responsibilities.** The Client shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. **Geographic Data Layers converted from Client source documents are considered the property of the Client.**
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
 - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professionals business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
 - C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
 - D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
 - E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for two (2) years after delivery, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
 - F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
 - G. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.
 - H. Professional shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if professional has been advised of the possibility of such

damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to professional in connection with the contract.

12. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional.
14. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
15. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

CLIENT

Scott County, IA

By: _____
Print: Jim Hancock
Title: Chair, County Board of Supervisors
Date: _____

PROFESSIONAL

The Schneider Corporation

By: _____
Print: Jeff Corns
Title: Vice President, GIS
Date: _____

ATTACHMENT A
SCOPE OF SERVICES
Name of Project: GIS Professional Services

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's GIS. This may include consulting, technical support, programming, or the generation of additional layers.

Deliverables

The Schneider Corporation will provide the following products and services toward the development and implementation of a Geographic Information System (GIS). All data layers will be digital, georeferenced to the State Plane NAD83 coordinate system, units feet. The Schneider Corporation will use the digital and paper map and database sources identified below and provided by the local project officials at the time the project is started. It is expected that all data sources identified below will be provided or gathered prior to data conversion beginning for each specific work area the sources refer to; but does not preclude other data sources being used for research to answer questions through Project Desktop the original sources were unable to specify. Vector data layers will be delivered in Environmental Systems Research Institute, Inc. (ESRI) compatible format. In the following descriptions of data layers, 'attribute' refers to populating a map layer database with a map feature name or identification number. 'Label' refers to computer generated text from attribute information automatically and dynamically placed; and 'annotation' refers to creating and placing fixed text description in the map view to provide visual information about map features; though some labeling may duplicate attribution, label text is not stored in the map layer database.

- 1. Digital orthophotography**
 - a. Use existing 2005 digital color orthophotography, with the following specifications:
 - i. Digital orthophoto tiles at 1" = 400' scale and 1' ground pixel resolution covering the entire County and reported horizontal accuracy of +/- 3'.
 - ii. Digital orthophoto tiles at 1" = 100' and 0.5' ground pixel resolution covering urban areas in the County and reported horizontal accuracy of +/- 1'.
 - b. Orthophotography will be used as a source for data reference and compilation, and will NOT be part of any delivery to the client – since no changes to the orthophotography will be made by Schneider.
- 2. Source Document Collection**
 - a. On-site scanning of the following source documents:
 - i. 3,206 Plat Maps
 - ii. 2,731 Subdivision Plats
 - iii. 2,847 Plats of Survey
 - iv. 2,000 ROW Plats
 - I. Secondary Roads**
 - v. 2,000 Older plats not originally counted (1 drawer)
 - vi. 400 Railroad ROW microfilm cards in Records Office
 - vii. 100 Railroad ROW maps in Scott County Assessor's Office
 - viii. 1,000 Large subdivision maps in Scott County Assessor's Office
 - ix. Documents in excess of 14,284 will be billed at \$5.00 per document.
 - b. ~1,500 section corner certificates and documents that secondary roads and recorders office are digital in GIS office
 - i. Indexed by location, but not linked. Client will assign a link to each point to attach a scan prior to each township of work started by Schneider.
 - c. All scanned documents will be delivered to Scott County as part of this project and will be incorporated into the GDB model.
- 3. United State Public land survey polygon data layers (USPLS)**
 - a. United State Public land survey (USPLS) section, quarter section, quarter - quarter section, and survey township polygon data layers using the Client's existing digital GPS points, or digital (or photo identifiable paper) section corner monument data provided to The Schneider Corporation at the beginning of the project. In absence of any section corner monument data, photo interpretation will be used.
 - b. The survey township polygon data layer will be attributed with tier and range.
 - c. The section polygon data layer will be attributed with section number.

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- d. The quarter section polygon data layer will be attributed with quarter section abbreviation.
- e. The quarter quarter section polygon data layer will be attributed with quarter quarter section abbreviation.
- 4. County political township polygon data layer**
 - a. County political township polygon data layer developed from the digital USPLS data and existing county maps provided to The Schneider Corporation at the beginning of the project.
 - b. County political township polygon data layer will be attributed with political township name, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.
- 5. County Boundary polygon data layer**
 - a. County Boundary polygon data layer developed from the digital USPLS data.
 - b. County Boundary polygon data layer will be attributed with County name.
- 6. Road centerline line data layer**
 - a. Road centerline line data layer (for roads outside of Davenport and Bettendorf), aligned to the approximate visible center of the roadbed as apparent on digital orthophotography and the most up to date county road map provided to The Schneider Corporation at the beginning of the project.
 - b. Roads will be created as segments, with nodes at each intersection to allow for eventual address range assignment.
 - c. Roads will be attributed with road name, type, prefix, and suffix; as identified on the most up to date county road map provided to The Schneider Corporation at the beginning of the project.
 - d. Roads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street name, as identified in the attribute database.
 - e. The Schneider Corporation will compare the final road centerline line data layer attribute table with the Master Street Address Guide (MSAG), provided to The Schneider Corporation at the beginning of the project, and developed a consistency report for the client's review. Any changes that are the result of discrepancies between the data sources provided by the client will be the client's responsibility to correct.
 - f. For road centerlines inside of Davenport and Bettendorf, The Schneider Corporation will edge match the existing centerline files to the countywide layer for a seamless countywide layer upon delivery. No spatial adjustment (other than edge matching) to the existing centerline data layers will be addressed under this agreement.
- 7. Railroad line data layer**
 - a. Railroad line data layer, aligned to the approximate visible center of the railroad tracks as apparent on digital orthophotography and the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
 - b. Railroads will be created as segments.
 - c. Railroads will be attributed with railroad name; as identified on the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
 - d. Railroads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the railroad name, as identified in the attribute database.
- 8. Rights-of-Way polygon data layer**
 - a. Rights-of-Way polygon data layer developed from available existing client or DOT detailed rights-of-way documents for federal and state roads, and other areas ROW areas, provided to The Schneider Corporation at the beginning of the project; and uniform width rights-of-way centered on remaining road centerlines or USPLS section lines. Uniform width rights-of-way measurements (66 feet or otherwise) will be determined and identified by the client for The Schneider Corporation prior to the beginning of the project.
 - b. Rights-of-Way will be annotated with dimensions as identified on available sources.
 - c. Rights-of-Way will be attributed with ROW class (local, state, federal).
 - d. "Rights-of-Way will be attributed with document ID, providing a link to the scanned ROW source document used for conversion. The link will be able to be accessed through the Report Interface software provided under this agreement."
- 9. Railroad rights-of-way polygon data layer**
 - a. Rights-of-Way polygon data layer developed from available existing client detailed rights-of-way documents for railroads and potentially abandoned railroads, provided to The Schneider Corporation at the

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beginning of the project; and uniform width rights-of-way centered on remaining railroad centerlines. Uniform width rights-of-way measurements (66 feet or otherwise) will be determined and identified by the client for The Schneider Corporation prior to the beginning of the project.

b. Rights-of-Way will be annotated with dimensions as identified on available sources.

10. Cadastral data layers

a. *Cadastral conversion methodology*

i. *Hierarchy of source documents usage.*

1. *Source: PLSS data layers constructed from GPS data and usable corner certificates.*

a. *Originate parcel data from the PLSS data layers to assure coincidence*

2. *Source: GPS data for property corners (as available and identifiable)*

a. *Establish property corners from GPS data*

3. *Source: Existing GIS attribute data (Bettendorf and Davenport only)*

a. *Conflate parcel number and general locations of subdivisions, etc. for reference*

b. *Existing boundary data will not be used.*

4. *Source: Auditor's plats, surveys and deeds*

a. *COGO subdivision boundaries (where there are necessary geometric bearings, deflection angles, distances, etc.)*

i. *Tie to GPS points (PLSS, property corners)*

ii. *Resolve discrepancies (gaps/overlaps) between these data sources*

b. *COGO parcels/lots/blocks within subdivision boundaries – once any discrepancies between subdivisions are resolved*

5. *Source: IDOT road rights of way surveys, and County road/railroad rights of way maps*

a. *COGO detailed rights of ways for acquisitions, borrow areas, graded areas, etc. (where there are necessary geometric bearings, deflection angles, distances, etc.)*

b. *Build standard rights of ways for all other traditional rights of way road easements, as determined by the County*

6. *Sources: Original town maps (urban), township tax maps (rural), and other data sources (plats, surveys, etc.) without complete geometric bearings, deflection angles, distances, etc.*

a. *Construct subdivision boundaries and align/adjust to fit with more accurate data. Where bearings and/or distances do not exist, utilize photo interpretation, area calculations, assumptions of parallel and perpendicular relationships, legal descriptions from tax database to construct boundaries*

b. *Construct parcels/lots/blocks within subdivision boundaries – once any discrepancies are resolved*

7. *Source: Legal descriptions from tax database*

a. *Utilize CMS database for any unknown dimensions, area calculations, etc.*

8. *Source: Deeds*

a. *Utilize where no other data sources exist*

ii. *Tracking of source and conversion methodology used*

1. *Each parcel will be attributes with the type of source document used, and the conversion methodology used.*

b. *Lot polygon data layer*

i. *Lot polygon data layer from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client.*

ii. *Lots will be attributed with Lot Number, as identified on existing tax maps and checked against the available subdivision plats.*

iii. *Lots will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the lot number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries*

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- iv. Lots will be manually labeled with lot dimensions, as identified on the existing tax maps. Lot dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
- c. Parcel polygon data layer
 - i. Parcel polygon data layer, for up to 75,000 point and polygon parcels, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Parcels in excess of 75,000 will be billed at \$8.24 per parcel.
 - ii. Parcels will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.
 - iii. Parcels will be attributed with Methodology, Further Adjustments Based upon Imagery, Data Source, Comment, and Book and Page when available/appropriate.
 - iv. Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
 - v. Parcels will be manually labeled with parcel dimensions, as identified on the existing tax maps. Parcel dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
- d. Parcel point data layer
 - i. Parcel point data layer, for up to 75,000 point and polygon parcels, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Points are used to represent features in the parcel database that have a limited area description or are not correctly represented as polygons, such as buildings on leased land, mobile homes, billboards, and equipment. Parcels in excess of 75,000 will be billed at \$8.24 per parcel.
 - ii. Parcel points will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.
 - iii. Parcels will be attributed with Parcel Point Type, Methodology, Data Source, Comment, and Book and Page when available/appropriate.
 - iv. Parcel points will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
- e. Condominium Relationship Table
 - i. Condominiums and related features best modeled with a many to one relationship to the map will be managed through an established relationship table. This table will index condo features to a single map key to the GIS feature.
- f. Block polygon data layer
 - i. Block polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - ii. Blocks will be attributed with Block Number, as identified on existing tax maps or tax/real estate/CAMA databases.
 - iii. Blocks will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the block number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
 - iv. Blocks will be manually labeled with block dimensions, as identified on the existing tax maps. Block dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
- g. Subdivision polygon data layer
 - i. Subdivision polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.

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- ii. Subdivisions will be attributed with Subdivision Name, as identified on existing tax maps or tax/real estate/CAMA databases.
 - iii. Subdivisions will be attributed with Document ID (or similar field name), providing a link to the scanned source document(s) used for conversion.
 - iv. Subdivisions will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the subdivision name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
 - v. Subdivisions will be manually labeled with subdivision dimensions, as identified on the existing tax maps. Subdivision dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
- h. Corporate Limits polygon data layer
- i. Corporate Limits data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - ii. Corporate Limits will be attributed with Corporate Limits Name, as identified on existing tax maps or tax/real estate/CAMA databases.
 - iii. Corporate Limits will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the Corporate Limit name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- 11. Water polygon data layer**
- a. Water polygon data layer from existing tax maps and aerial photography interpretation for lakes and rivers wider than a pre-defined tolerance to be determined during the Pilot Project.
 - b. Water will be attributed with feature name if available from existing maps.
 - c. Water will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the feature name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- 12. Water polyline data layer**
- a. Water polyline data layer from existing tax maps and aerial photography interpretation for river and creeks narrower than a pre-defined tolerance to be determined during the Pilot Project.
 - b. Water will be attributed with feature name if available from existing maps.
 - c. Water will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the feature name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- 13. Soils polygon data layer**
- a. Soils polygon data layer from NRCS digital data, integrated into a seamless layer.
 - b. Soils will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the soil map symbol, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- 14. Subparcel (exempt) polygon data layer**
- a. Subparcel polygon data layer (Forest Reserve, etc.) from existing records for up to 500 features.
 - b. Subparcels will be attributes with type and recorded acres (if available from thee client).
- 15. Map Index polygon data layer**
- a. Development of a map index layer to accommodate mapsheet definition and printing roughly based upon current index for hard copy maps.
 - b. Map Index will be attributed with Map Index ID (or similar field name).
- 16. Printing**
- a. Printing up to 3,206 mapbook pages at up to D size (client needs to confirm sizes needed before printing)
 - b. Existing sizes of Plat BOOKS (maps slightly smaller sizes)
 - i. 18" x 20"

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ii. 21" x 22.5"

17. Project Services

- a. Project and system design including:
 - i. Development of a data dictionary delivered as a final ER diagram
 - ii. Development of a procedures manual and maintenance model
 - iii. Project file setup
 - iv. On site setup and installation
 - v. On-site ArcGIS server consulting (3 days)
 - vi. Setup and configuration of geogear AgLand extension for Scott County Assessor's office
- b. Training
 - i. One, 2 day "Introduction to ArcGIS I" class for up to 12 people at The Schneider Corporation's offices in Ames, IA or Indianapolis, or on-site at Scott County.
 - ii. One, 3 day on site customized training session for up to 12 people each.
- c. Project management
 - i. The setup and configuration of a Project desktop web site, which enables client access to up to date project records, improved communication tools, and ongoing project status reports.
 - ii. Daily project administration, with an established client reporting schedule.
- d. Quality Assurance management, including customization of procedures to best fit the client's needs, tax roll reconciliation, and process review.
 - i. QA/QC accuracy reports for all cadastral data delivered in NSSDA98 standard report format. Topology exception reports, documentation of exceptions between the GIS database and the tax/appraisal databases, and any other custom reports.
- e. Development of an interactive connection, using the parcel identification number, between the GIS parcel data layer and both the Incode, CMS InStar real estate and the Vanguard appraisal database files.
 - i. Using Schneider's existing TSCvac software (already installed at Scott County), which will produce a nightly database that is joined to the parcel geodatabase.
- f. Metadata files for each layer create or converted by The Schneider Corporation for this project.
- g. Collaboration with other firms
 - i. The Schneider Corporation will collaborate with GeoAnalytics and whichever firm is selected for the GPS project.

18. Software

- a. All software provided under this agreement will be licensed for unlimited installation during the first year of use (beginning the date of first data delivery). Software support and maintenance will be required on each seat in subsequent years.
 - i. Copies of Schneider's remote access software
 - ii. Copies of geogear 9.x Navigation extension, single seat licenses
 - iii. Copies of geogear 9.x Extended Editing extension, single seat licenses
 - iv. Copies of geogear 9.x AgLand extension, single seat licenses
 - v. Copies of geogear 9.x Mapbook extension, single seat licenses
 - vi. Custom HTML interface to link scanned plats and surveys

19. Pilot Area

- a. Schneider will complete a pilot area of approximately 3-4 square miles. The definition of the pilot area will be mutually agreed upon by The Schneider Corporation and Scott County.
- b. The target horizontal accuracy goal of the parcel layer will be established during the pilot project, with a goal of +/- 3.33 feet.
- c. Deliverables
 - i. Digital parcels and related features delivered and loaded into Scott County's database.
 - ii. Finalized data model for the parcel geodatabase and related cadastral features.
 - iii. Paper check plots and PDF files of each pilot project area.
- d. The pilot project will be completed when these conditions are met:
 - i. Problem areas have been thoroughly researched and listed for County review, and remedied.
 - ii. Data model specifications and conversion procedures have been validated and revised if necessary to reflect pilot project results.

ATTACHMENT A
SCOPE OF SERVICES
Name of Project: GIS Professional Services

- iii. Final digital parcel and related cadastral data for the pilot area has been accepted by the County and successfully loaded into a SQL Server ArcSDE GDB format on the County's GIS system and hardcopy maps produced.
- e. Based upon the approval of Scott County, the remaining parcels of the project can be compiled as per the delivery specifications.

Ownership of GIS data: All data converted under this agreement from sources provided to Schneider by Scott County is considered the property of Scott County. Schneider will not reuse, share, sell, or otherwise redistribute this data without permission from Scott County.

Data Accuracy: This project will adhere to the 1998 national Standard for Spatial Data Accuracy (NSSDA) for horizontal accuracy and error reporting. In order to achieve this standard, an independent source of higher accuracy is required to verify positional accuracy for a sample of the data. A selected number of existing corner marker GPS points in Bettendorf can be set aside and utilized for this purpose, but additional corner marker GPS points will need to be collected 'in the blind' and utilized for the purpose of quality assurance in the remainder of Scott County. These GPS points will need to be survey grade GPS data to assure a source of higher accuracy. These points can be collected during the anticipated GPS control project (and not utilized for the conversion of the data), or as an independent survey project.

If it is deemed cost prohibitive by Scott County to collect additional GPS points, it is recommended that the county utilize metadata and methodology documentation to indicate the accuracy of the source data and the process used to build the data. This will enable users of the data to evaluate and determine if the accuracy of the data meets their application requirements.

The NSSDA report may be best conducted by the company doing the GPS corner survey so that it is more of an independent measure. If requested, Schneider will collaborate with selected firm to accommodate this request.

Deliverables are subject to the following restrictions, cautions and disclaimers:

- a. Map features in a Geographic Information System (GIS), including but not limited to public land reference system corners and markers, ownership boundaries, road centerlines and rights-of-way, utility lines and controls, engineering structures, natural resources, and other jurisdictional boundaries are representations of original data sources for purposes of data access and analysis.
- b. Digital data in a GIS do not replace or modify site surveys, deeds and other conveyances, original and as built engineering plans, and other original drawings and/or legal documents that establish land ownership, land use, or on-site structure location.
- c. No field surveys or records research are undertaken to discover what variations, if any, derived land reference system boundaries deviate from monumented corners of record. Because The Schneider Corporation has no legal authority to determine or assign land title, any derived land reference system boundaries should not be construed as legal documents or evidences of land subdivision.
- d. The Schneider Corporation will collaborate with local project officials to procure relevant maps, database files, and other documents needed to deliver the proposed products and services. As the project develops it may be necessary to research or acquire other property records not gathered with the initial data. Owner will be available to assist the Schneider in this effort to the extent that we are able, given the daily demands of county operations.
- e. Apparent errors and omissions in data coverages that preclude performance by The Schneider Corporation of the products or services specified in Scope of Work will be reported to the appropriate local project individuals; these reports should not be construed as necessarily being comprehensive or exhaustive. The Schneider Corporation will apply procedures to minimize data errors and discrepancies during the data creation and conversion processes; however final data verification will be the responsibility of OWNER.

ATTACHMENT A
SCOPE OF SERVICES
Name of Project: GIS Professional Services

Client shall provide to Professional the following:

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

Project Schedule:

- Parcel Compilation is estimated at 10 months, with a total project schedule of 16 months from date of project initiation (typically when all sources are received by Schneider). Due to the need for the relevant GPS points to be gathered in a subsequent project, Schneider will notify the client of the production start date (after receipt of the GPS points) but may begin other source data gathering prior to this date.
- Schneider will monitor the data delivery schedule and will collaborate with the client on any adjustments to increase or decrease this schedule as needed to meet the client's needs, or to avoid overwhelming the client with data for review.

**ATTACHMENT B
FEE SCHEDULE
Name of Project: GIS Professional Services**

Client shall compensate Professional for services rendered in accordance with the following:

Fixed Fee - Client shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

Hourly Services - Client shall receive monthly invoices reflecting the prior month's Hourly services.

Hourly Fee Schedule

<u>JOB CLASSIFICATION / TITLE</u>	<u>REGULAR HOURLY RATE</u>
PRINCIPAL	\$167.00
GIS DIRECTOR	\$145.00
GIS SR PROJECT MGR	\$150.00
GIS PROJECT MGR	\$125.00
GIS PROJECT COORDINATOR	\$105.00
GIS SENIOR DEVELOPER	\$175.00
GIS DEVELOPER	\$150.00
GIS ANALYST	\$125.00
GIS SENIOR CONSULTANT	\$175.00
GIS CONSULTANT	\$150.00
GIS SPECIALIST	\$125.00
GIS TECHNICIAN IV	\$85.00
GIS TECHNICIAN III	\$75.00
GIS TECHNICIAN II	\$65.00
GIS TECHNICIAN I	\$55.00
ADMINISTRATION	\$56.00

Hourly Services Expenses:

Travel time for onsite visits will billed at \$50.00 per hour.

Certified mailings or Shipping	at cost
Other out-of-pocket expenses	cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

DESIGNATION OF CLIENT’S REPRESENTATIVE

Name of Project: GIS Professional Services

In accordance with Paragraph 4(1) of the Professional Services Agreement between **Scott County, IA** (“CLIENT”) and The Schneider Corporation (“Professional”), dated, Client hereby designates Ray Weiser to act as Client’s representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider’s services for the Project unless or except as outlined below.

Exceptions (list below)

CLIENT

Scott County, IA

By: _____

Print: Jim Hancock

Title: Chair, County Board of Supervisors

Date: _____

AUTHORIZATION TO PROCEED
Name of Project: GIS Professional Services

In accordance with Paragraph 3 of the Professional Services Agreement between **Scott County, IA** ("CLIENT") and The Schneider Corporation ("Professional"), dated _____, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

Fixed Fee

\$679,610.00	Parcel Conversion and related Services
\$16,550.00	ROW segmentation and linking
\$7,500.00	1,500 additional documents
<hr/>	
\$703,660.00	Project Total

Hourly services (provided on demand and invoiced monthly according to Attachment B).

CLIENT

Scott County, IA

By: _____

Print: Jim Hancock

Title: Chair, County Board of Supervisors

Date: _____

SCOTT COUNTY REQUIREMENTS
Name of Project: GIS Professional Services

Scott County Requirements

SCOTT COUNTY INSURANCE REQUIREMENTS:

The Contractor shall have in force during the period of this contract, insurance as listed below:

- A. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

General Liability:

Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal Injury - Aggregate	\$1,000,000
Personal Damage - each occurrence including Broadform Liability Extension	\$1,000,000

Automobile Liability - Owner, Non-Owned and Hired
Vehicles:

Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal Damage - each occurrence	\$1,000,000

The above insurance shall cover the contractor's employees, the public and Scott County employees while in the buildings and on the grounds of Scott County.

- B. Certificates of Insurance: The CONTRACTOR shall deliver to Facility & Support Services, 428 Western Ave., Davenport, IA 52801, certificates of insurance covering all above insurance in duplicate before starting project. Such certificates shall provide ten days prior notice by registered mail of any material change in or cancellation of this insurance.
- C. Contractual Liability Insurance: The CONTRACTOR shall take out and maintain during this contract, liability insurance.
- D. Products and completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.
- E. Workmen's Compensation and Employer's Liability:
- (1) The CONTRACTOR shall maintain during this contract, the statutory workmen's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.
 - (2) The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000).

SCOTT COUNTY REQUIREMENTS
Name of Project: GIS Professional Services

INDEMNIFICATION:

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce and otherwise exist as to any party or person described in this paragraph.

OWNERSHIP OF DATA:

All data and other records supplied to the Consultant for this project shall remain the sole property of the County. The Consultant shall not, without written consent, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the Contract pursuant to this RFP.

LATE COMPLETION:

Should the Consultant selected as a result of this RFP fail to perform the work within the period of time stipulated in the contract, the Contractor shall pay to Scott County \$400.00 as liquidated damages per calendar day from the day of default, unless extensions of time granted by the County specifically provide for the waiving of late completion charges. The liquidated damages represent the amount estimated to be lost as a result of untimely completion. Scott County shall have the right to deduct the late completion charges from any monies in its hands, otherwise due, or to become due, to the Consultant, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

SUBCONTRACTOR:

The County reserves the right to approve any subcontractor utilized by the prime Consultant and inclusion of any subcontractor in your proposal shall not be misconstrued as implied consent by the county to use that subcontractor.

If it is your firm's intent to abide by the Scott County project requirements as described, please have an authorized representative sign below.

The Schneider Corporation
Consultant Company Name


Authorized Signature

Vice President, GIS
Title

February 26, 2007
Date