CDM Smith

December 3, 2013

Mr. Robert Skinner
Chief Administrative Officer
Town of Canton, CT
Canton Town Hall
4 Market Street
Collinsville, CT, 06022

Subject: 2013-2014 GIS Consulting Services

Dear Mr. Skinner:

CDM Smith Inc. is pleased to provide the Town of Canton (TOWN) with geographic information systems (GIS) services. This letter serves as an agreement for our work pertaining to the fiscal year 2014 tax map updates described below. If you agree to these terms, please countersign all copies and return two (2) copies to CDM Smith for our records. Our scope of work is as follows:

Scope of Services

1. **Parcel Updates**

    CDM Smith will complete parcel map updates for the Town. CDM Smith will meet with the Town to gather necessary source documents needed to update the existing parcel GIS layer. CDM Smith will be responsible for incorporating all lot line changes that have occurred over the 2013 fiscal year. All parcels bordering the sub-division will also be reviewed to ensure the best possible accuracy.

    CDM Smith's pricing that no more than 100 parcel changes are required to be completed.

    Deliverables for Task 1
    Updated ESRI Personal Geodatabase containing Fiscal year 2014 Tax Map Updates

2. **Generate Tax Maps**

    CDM Smith will deliver one set of hard copy tax maps for review by the Town. Upon town review, CDM Smith will incorporate all comments and produce two sets of hard copy tax maps. In addition, CDM Smith will provide an updated GIS Index to accompany the hard copy tax maps.

    Deliverables for Task 2

Draft set of tax maps for TOWN review
Two final sets of tax maps printed
One final copy of GIS Index

Time Period of Performance

All tasks shall be completed no later than July 31, 2014.

Terms and Conditions

These services will be performed in accordance with the attached Terms and Conditions.

Compensation

CDM SMITH shall be paid on a per task basis at a rate of $110/per hour with the total not to exceed $3,200. CDM SMITH will bill the Town monthly based of project percent complete.

If you are in agreement with these terms, please sign all copies of this Agreement and return two copies to CDM Smith.
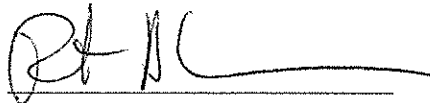
Very truly yours,

CDM Smith Inc.   Authorized By:

_____   _____
Paul F. Schmidt, P.E.   Robert Skinner
Principal   Chief Administrative Officer
CDM Smith Inc.   Town of Canton

Address for giving Notices: *Address for giving notices:*
CDM Smith Inc.   *Town of Canton*
111 Founders Plaza Suite 1600   *Canton Town Hall*
East Hartford, CT 06108   *4 Market Street*
                                                     Collinsville, CT 06022

TERMS AND CONDITIONS
TO THE AGREEMENT BETWEEN
CDM Smith Inc. (CDM Smith)
AND Town of Canton (TOWN)

1. *Authorization to Proceed* - Execution of this AGREEMENT by the TOWN and CDM Smith will be authorization for CDM Smith to proceed with the work, unless otherwise provided for in this AGREEMENT. Use of Purchase Order to authorize work will not alter the terms of this AGREEMENT.

2. *Use of Documents* - The TOWN agrees that CDM Smith's services are on behalf of, and for the exclusive use of, the TOWN for this Project and that all documents furnished to the TOWN are instruments of service and shall be utilized solely for this Project. Any reuse without written verification or adaptation by CDM for other than the specific purpose intended will be at TOWN's sole risk and without liability or legal exposure to CDM Smith or CDM Smith's independent consultants from, all claims, damages, losses and expenses including all attorney's fees arising from such reuse.

3. *Limitation of Liability* - Notwithstanding any provision to the contrary contained in this AGREEMENT, CDM Smith's total liability for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of $50,000.

4. *Consequential Damages* - Notwithstanding any language to the contrary contained in this AGREEMENT, neither party shall be liable to the other for lost profits or any consequential, special, or indirect damages in any way arising out of this AGREEMENT however caused under a claim of any type or nature based on any theory of liability (including but not limited to contract, tort, or warranty) even if the possibility of such damages has been communicated.

5. *Independent Contractor* - CDM Smith is an independent contractor and is responsible for the means and methods used in performing its services under this AGREEMENT.

6. *Standard of Care* - The standard of care applicable to CDM Smith services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locale, and under similar circumstances. The TOWN agrees that services provided will be rendered without any other warranty, expressed or implied.

7. *Payment to CDM Smith* - CDM Smith will submit one invoice for the lump sum fee of $3,300, as set forth herein.

8. *Termination* - The obligation to provide further services under this AGREEMENT may be terminated by either party for cause in the event of failure by the other party to perform in accordance with the terms thereof. Such termination by either party requires seven (7) days' written notice. In the event of termination, CDM Smith shall be paid for services rendered to date of termination.

9.   *Severability and Reformation* - Any provision of this AGREEMENT held to be void or unenforceable shall be deemed stricken. All remaining provisions shall continue to be valid and binding. The parties agree that this AGREEMENT may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND
ENGINEER
FOR PROFESSIONAL GIS
SERVICES

THIS IS AN AGREEMENT made as of April 2_O , 2011 between Town of Canton, Connecticut("OWNER") and Camp Dresser & McKee Inc. ("ENGINEER").

OWNER intends to have ENGINEER provide GIS Consulting Services, as more fully defined herein, hereinafter referred to as "the Project".

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of professional services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER'S written authorization to ENGINEER to proceed with the Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 7 below. This Agreement will become effective on the date first above written.

SECTION 1 - GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER'S professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER'S Subcontractors as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall be responsible for the payment and performance of such subcontractors. ENGINEER shall not be required to employ any of OWNER'S Subcontractors that are unacceptable to ENGINEER. The employment of subcontractors are subject to approval of the OWNER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under similar conditions at the same time and in the same locality.

1.2. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. *Agreement.*
Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 7 of this Agreement.

1.2.2. *Services.*
Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 and Exhibit A of this Agreement.

1.2.3. *Engineer's Subcontractor.*

ENGINEER'S Subcontractor means a person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER'S independent professional subcontractor engaged directly on the Project.

1.2.4.   *Reimbursable Expenses.*
Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Special Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

SECTION 2 - SERVICES OF ENGINEER

Upon this Agreement becoming effective, ENGINEER shall provide the services as indicated and described in Exhibit A. The OWNER may authorize ENGINEER to perform additional services by issuing an amendment to this Agreement. The additional services will be become part of this Agreement upon execution of the amendment by OWNER and ENGINEER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1.   Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement.   Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.

3.2.   Furnish to ENGINEER, as requested by ENGINEER for performance of its Services, all available information pertinent to the Project including previous reports and any other data relative to the Project. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph; provided, however, that OWNER is not responsible for the accuracy of the reports and data not generated by OWNER; provided, further, that ENGINEER is not responsible for the accuracy of such reports or data, and for any inaccuracies that cost ENGINEER more time or money, ENGINEER shall receive more time or more money or both as mutually agreed in writing signed by OWNER and ENGINEER. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

3.3.   Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform services under this Agreement.

3.4.   Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

3.5.   Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER'S services, or any defect or nonconformance in ENGINEER'S services.

Additional responsibilities of the OWNER are contained in OWNER Responsibilities Section of Exhibit A.

SECTION 4 - TIMES FOR RENDERING SERVICES

4.1.   The time for ENGINEER to provide its services is contained in Exhibit A. If the time for rendering

services as set forth or specific dates by which services are to be completed as provided in this Agreement are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER'S services shall be adjusted equitably.

SECTION 5 – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

5.1. Methods of Payment for Services and Expenses of Engineer

5.1.1. *For Services.*
OWNER shall pay ENGINEER for Services performed or furnished under Section 2 on the basis set forth in Exhibit A.

5.1.2. *For Reimbursable Expenses.*
In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER'S Subcontractors as set forth in Exhibit A. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit A.

5.1.3. *Tax on Services*
The amount of any sales or use tax that may be imposed shall be added to the compensation as determined above.

5.2. Other Provisions Concerning Payments

5.2.1. *Preparation of Invoices*
Invoices for Services and Reimbursable Expenses will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable on receipt.

5.2.2. *Unpaid Invoices.*

If OWNER, for any reason, fails to make payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend Services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon sixty days

written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination. In the event of termination by OWNER for ENGINEER'S substantial failure to perform in accordance with the terms of this Agreement, in addition to any other damages available to law or inequity, the OWNER shall have the right to setoff against any amounts owed to ENGINEER. The OWNER has the right to terminate this Agreement upon thirty (30) days written notice to ENGINEER in the event the appropriated funds are unavailable or exhausted, provided, however, that OWNER shall pay ENGINEER for all services rendered and expenses incurred to the date of such termination.

6.2.   Reuse of Documents.

All documents or material prepared or furnished by the ENGINEER (and ENGINEER'S professional associates, subcontractors and consultants) pursuant to this Agreement shall be the property of OWNER. OWNER may re-use all GIS Data, GIS Maps, GIS Documents, and WebGIS applications that are described in Exhibit A. Any reuse of any other documents or materials without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER (or ENGINEER'S professional associates, subcontractors and consultants). Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by ENGINEER and OWNER and ENGINEER shall be paid after providing such written verification or adaptation. Notwithstanding any other provision of this Agreement, all of ENGINEER'S pre-existing or proprietary information, documents, materials, computer programs, or software developed by ENGINEER outside of this Agreement shall remain the exclusive property of ENGINEER.

6.3.   Controlling Law.

This Agreement is to be governed by the laws of the State of Connecticut, and any litigation shall be brought in a court located in the State of Connecticut.

6.4.   Successors and Assigns.

6.4.1.   OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph *6.4.2* the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.4.2.   Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.4.3.   Unless expressly provided otherwise in this Agreement:

6.4.3.1.   Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

6.4.3.2.   All duties and responsibilities undertaken pursuant to this Agreement will be for the sole

and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

6.5. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.6 Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.7. Insurance

ENGINEER shall purchase from and maintain, for the life of this Excavation Permit, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the OWNER. Such insurance will protect the OWNER from claims set forth below which may arise out of or result from the ENGINEER obligation under this Agreement, whether such obligations are by ENGINEER or by a subcontractor or any person or entity directly or indirectly employed by ENGINEER.

A. Workers Compensation:
   ENGINEER shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than $100,000 each accident by bodily injury; $100,000 each accident by disease and a policy limit of $500,000.

B. Commercial General Liability Insurance:
   ENGINEER shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of $1,000,000: Personal & advertising injury limit of $1,000,000 per occurrence: General aggregate limit of $2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of $2,000,000. The policy shall name the OWNER as an additional insured.
   - Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self insured retention carried by the OWNER.
   - Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
   - A per project aggregate limit of liability endorsement shall apply for any construction contract.
   - Deductible and self-insured retentions shall be declared and are subject to the approval of the OWNER.

C. Commercial Automobile Insurance:
   ENGINEER shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance:

ENGINEER shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of $1,000,000 each occurrence and $1,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the OWNER with certificates of insurance upon request by the OWNER, describing the coverage and providing that the insurer shall give the OWNER written notice at least sixty (60) days in advance of any termination, expiration or changes in coverage.

The Contract shall indemnify and save harmless the OWNER, their officers, agents, and employees from claims, suits, actions, damages, and costs to the extent caused by the negligent act, error or omission of the ENGINEER and/or any of its subcontractors during the period of performance of the services under this Agreement.

It is further understood and agreed by the parties hereto, that the ENGINEER shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the OWNER.

6.8.   Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discoveries relating to this Project provided that ENGINEER is not a party to the lawsuit.

6.9   Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

SECTION 7 - EXHIBITS AND SPECIAL PROVISIONS

7.1.   This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

7.1.1.   Exhibit A, "Further Description of Consulting and Related Matters," consisting of 7   pages.

7.1.2.

This Agreement (consisting of Pages 1 to 7 inclusive, and the exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

signature

By: Robert Skinner

Title: Chief Administrative Officer

Date: 4/20/11

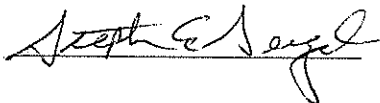Address for giving notices:

Town of Canton

Canton Town Hall

4 Market Street

Collinsville, CT 06022

ENGINEER

signature

By: Stephen E. Seigal

Title: Associate

Date: 4/18/11

Address for giving notices:

Camp Dresser & McKee Inc.

100 Great Meadow Road, Suite 104

Wethersfield, CT 06109

EXHIBIT A

TO AGREEMENT DATED APRIL 15, 2011

BETWEEN THE TOWN OF CANTON, CONNECTICUT (OWNER) and

CAMP DRESSER & McKEE INC. (ENGINEER) FOR GIS PROFESSIONAL SERVICES

FURTHER DESCRIPTION OF CONSULTING AND RELATED MATTERS

This is an exhibit attached to and made part of the Standard form of Agreement dated

___April 20_____, 2011, between the Town of Canton, Connecticut (OWNER) and
Camp Dresser & McKee Inc. (ENGINEER) for GIS Professional Services.

1.0 The Basic Services of ENGINEER as described in Section 2 of said Agreement are amended and supplemented as follows:

SCOPE OF WORK

Task 1 — GIS Strategic Plan

ENGINEER will develop a GIS strategic plan for the OWNER. This plan will provide the OWNER with technical recommendations related to the implementation of a town-wide GIS environment. The scope of work for this task is as follows:

Current System Analysis — ENGINEER will complete a comprehensive analysis of the OWNER's current IT environment. ENGINEER will review:

- Current technology applications (assessing, pavement management, etc...)
- Server and PC configuration
- Databases environments
- Network Systems
- Planned future upgrades

Recommendation Development — ENGINEER will develop a series of recommendations for technical GIS needs based on information collected during Current System Analysis. ENGINEER will include recommendations for:

- GIS Management and Structure
- Hardware, Software, and Networking Needs
- GIS System Integration with Existing IT Systems
- Application Development and Implementation
- GIS Deployment and Operation Strategies

GIS Strategic Plan Technical Memorandum — ENGINEER will develop a technical memorandum that will summarize recommendations and provide strategies for GIS implementation.

ENGINEER will develop a draft strategic plan technical memorandum and will deliver it to OWNER in .PDF format.

The OWNER will review the strategic plan technical memorandum and provide comments back to ENGINEER. ENGINEER will incorporate comments into a final strategic plan technical memorandum.

Task 2 — GIS Development and Integration

ENGINEER will develop a town-wide GIS environment by integrating existing data as well as developing GIS layers. The scope of work for this task is as follows:

Task 2.1 – Parcel Mapping - ENGINEER will develop a town-wide parcel GIS for OWNER. During this process, the following will be completed:

- *Parcel Geodatabase Design* – ENGINEER will develop an ESRI Geodatabase design that will support the creation of a town-wide parcel GIS. The design will include "place-holders" for all layers within the parcel GIS. ENGINEER will use the Connecticut Geospatial Information Systems Council's (CGISC) Cadastral Standard as the source of the design.

- *Collect and Review Parcel Data Sources* – ENGINEER will assist OWNER with collecting all source data related to this project. This includes:

  - The Town's existing 42 Tax Maps
  - Town's Orthophotgraphy
  - Pertinent data from CAMA System
  - Other applicable plans or data to be agreed to by OWNER and ENGINEER

- *Parcel Pilot* – ENGINEER will complete a parcel pilot project to test the quality of the information provided and to determine the best methods for developing a town-wide GIS. ENGINEER will meet with the Town to review the results of the pilot project and to determine the best process for developing town-wide information.

- *Develop Parcel GIS* – ENGINEER will convert the existing tax maps into digital format and will develop a town-wide parcel GIS. OWNER's existing tax maps will be the source for parcel map information and AutoCAD and ArcInfo will be used to develop all mapping. Features that will be automated during the process include:

Parcel boundaries	Rights-of-ways
Easements	Street names
Map-Lot-Sublot Text	Dimensions
Frontages	Tax map borders
Feature text	Other imperative data

ENGINEER will complete a QA/QC process that includes cleaning of all automated data to eliminate and "overshoot" and "undershoot" errors and loading of all information into the ESRI Geodatabase.

ENGINEER will code each parcel with its applicable parcel ID number (i.e. Map-Lot). This will facilitate the link to the CAMA system.

ENGINEER will complete a QC process to ensure 100% verification of parcel ID numbers and quality checking of a property line dimensions.

ENGINEER will provide OWNER a "Topology Report" stating all topology rules used to create and maintain parcel GIS.

ENGINEER will develop paper check plots of the tax maps using the ArcView 10 Data Driven Pages tool and deliver them to OWNER. OWNER will review the maps, provide comment, and return the maps to ENGINEER. ENGINEER will then finalize the data and will deliver final files and 2 sets of paper maps to the town.

ENGINEER will provide metadata in accordance with Federal Geographic Data Committee (FDGC) standards.

ENGINEER will deliver final ESRI Parcel Geodatabase and map to OWNER and will install onto town computer system.

- *Integrate the Parcel GIS with CAMA System* – ENGINEER will integrate parcel GIS with CAMA system. ENGINEER will:

  o Obtain a copy of pertinent CAMA data from OWNER.

  o Complete an initial link between CAMA and the GIS

  o Reconciling mismatch problems where CAMA records do not link to the GIS or a GIS parcel does not link to CAMA. ENGINEER will fix mismatch problems to the best extent possible.

ENGINEER will report any remaining problems to OWNER and will work with OWNER to resolve problem areas.

ENGINEER will generate table that associates each CAMA record with a parcel in the GIS. The field that will be used to link these databases together will be called the "GIS_ID". The GIS_ID will essentially be the map-lot number of the parcel in the GIS that associates with the CAMA record. ENGINEER will assist OWNER with moving the GIS_ID for each CAMA record into the CAMA database.

ENGINEER will work with OWNER to integrate new lot numbers on tax maps. These will be populated based on new parcel number information entered by OWNER into OWNER's assessing database.

ENGINEER will develop link to OWNER's existing property lookup index currently hosted on the OWNER's website.

ENGINEER will incorporate up to 15 subdivision plans during this process.

- *Develop WebGIS Application* – ENGINEER will implement a custom WebGIS application that will provide browser-based access to town GIS information. The process for developing the WebGIS application is as follows:

ENGINEER will meet with OWNER to review desired functionality and "look and feel" of the application. At this meeting, a review of CDM-developed applications will be completed and security issues will be discussed

ENGINEER will develop a prototype application ArcGIS Server software either in Flex or Silverlight environment. ENGINEER will host the prototype application on our web-based development servers and make it available to the OWNER.

The functionality of the application will include:

Full Layer Control	Pan/Zoom	ID Parcel by Map Click
Find Parcel by Owner, etc.	Integration with CAMA	ID Map Feature by Map Click
Create Mailing Labels	Find Abutters	Map Creation and Printing Link to Bing
Export to CSV	View Legend	Measure
Data Disclaimer	Quick Map Pulldown	Link to Town's Property Lookup Index

OWNER will review the application and ENGINEER will finalize it based on OWNER comments.

ENGINEER will finalize the application and move the application from ENGINEER's "development" server to "production" server environment.

ENGINEER will host the production application for one year from initial deployment.

ENGINEER will meet with OWNER to discuss further WebGIS hosting options (town-hosted vs. CDM-hosted).

Task 2.2 — Develop Zoning Layer and Map — ENGINEER will convert the existing zoning map into digital format and will develop a town-wide Zoning GIS Layer. OWNER's existing zoning map will be the source for zoning layer information. Features that will be automated include zoning boundaries, offsets, map annotation, and any other applicable data as requested by OWNER.

ENGINEER will use parcel GIS data as "guide" to develop all zoning boundaries as they are represented of the zoning map.

ENGINEER will complete a QA/QC process that includes cleaning of all automated data to eliminate and "overshoot" and "undershoot" errors and loading of all information into the ESRI Geodatabase.

ENGINEER will develop a draft Town Zoning Map using the zoning GIS layer. OWNER will review the map, provide comments, and return the map to ENGINEER. ENGINEER will then finalize the data and map based on OWNER comments. ENGINEER will deliver 2 paper copies of final map.

Task 2.3 – Develop Points of Interest — ENGINEER will develop "Points of Interest" GIS layer that will integrate with the town-wide GIS environment. The layer will include the location of all municipal buildings, fire stations, recreational facilities, schools, and any applicable data as deemed by OWNER.

Task 2.4 – Integration of Existing Town Data – ENGINEER will integrate GIS data into a series of ESRI Geodatabases that are compatible with the parcel GIS. ENGINEER will integrate the following data sets:

- *Digital Orthophotography* – ENGINEER will integrate the Digital Orthophotography obtained from "CRCOG" into the town-wide GIS environment. ENGINEER will develop a raster dataset for the Digital Orthophotography in an ESRI Geodatabase.

- *Stormwater Mapping* – ENGINEER will integrate the OWNER's existing stormwater mapping data collected for the NPDES Stormwater Phase II into the town-wide GIS Environment.

- *Pavement Management System* – ENGINEER will integrate the OWNER's VHB's Road Manager GIS files into the town-wide GIS environment.

- *State GIS/Federal GIS Data* – ENGINEER will acquire applicable and available public GIS data from State and Federal sources, convert it to ESRI Geodatabase format, and implement it within the OWNER's GIS environment. Data that will be acquired includes, but not limited to, state wetlands, soils, surface water, flood plains, land use, census information, sewer service areas, natural resources, transportation, environmental layers and other applicable data from the State and or Federal agencies.

- *WPCA Mapping* – ENGINEER will integrate the OWNER's existing WPCA mapping data into the town-wide GIS Environment.

Sources of information for this task will be existing GIS data provided by OWNER or acquired from State resources. No GIS data development will be completed as part of this task.

Task 3 — Subdivision Plan Integration and General GIS Consulting

ENGINEER will provide up to 60 hours of assistance integrating subdivision plan information within the parcel GIS database. It is anticipated that up to 40 plans will be able to be integrated as part of this process.

ENGINEER will work with OWNER to determine areas where integration of plan information will be beneficial. It will be OWNER's responsibility to acquire the physical plans or associated CAD files.

ENGINEER will integrate plan information with the parcel GIS database and deliver updated GIS files to OWNER.

Any time not used during this task will be directed to other GIS consulting tasks as agreed to by OWNER and ENGINEER.

Task 4 - GIS Maintenance and Support

For this task, ENGINEER will:

o   Provide one year of support services to ensure the town-wide GIS environment is operating efficiently and is maintained properly.

o   Provide two day on-site GIS training of topics that include, but not limited to, WebGIS, ArcGIS Desktop, and any other training agreed to by OWNER and ENGINEER.

o   Guide OWNER with drafting GIS policy and procedures

2.0 The responsibilities of OWNER described in Section 3 of said Agreement are amended and supplemented as follows:

The responsibilities of OWNER are as follows:

OWNER will make available any information in its possession required to complete this project.

OWNER will designate a person to act as its representative under Section 3.1 of the Agreement.

3.0 The Time for Rendering Services as in Section 4 of said Agreement are amended and supplemented as follows:

The Time for Rendering Services shall be as follows:

Task 1 – GIS Strategic Plan	within 4 weeks of project start
Task 2 – GIS Data Development/Integration	
A. GIS Data Development	within 14 weeks of project start
B. GIS Data Integration	by October 31, 2011
Task 3 – Sub-Division Integration	within 8 weeks of Data Development acceptance
Task 4 – GIS Maintenance/Support	by June 30, 2012

4.0 The Method of Payment to ENGINEER for services as described on Section 5 of said agreement are amended and supplemented as follows:

The Method of Payment for Services Rendered by ENGINEER shall be set forth below:

ENGINEER will be paid a lump sum of $38,000 for all services, including reimbursable expenses, described in this agreement. Reimbursable expenses are direct costs incurred by ENGINEER that could include travel costs, meals, or any other direct cost incurred by ENGINEER. All reimbursable expenses shall be included in the agreed lump sum amount stated above of $38,000. A breakdown of costs per task is as follows:

Task 1 – GIS Strategic Plan	$2,000
Task 2 – GIS Data Development/Integration	
A. GIS Data Development	$16,000
B. GIS Data Integration	$11,000
Task 3 – Subdivision Integration	$5,000
Task 4 – GIS Maintenance/Support	$3,000
Task 5 - Reimbursable Expenses	$1,000