

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH HAMILTON COUNTY FOR THE 2016 GIS AERIAL IMAGERY (ORTHO PHOTOGRAPHY) UPDATE, FOR AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to execute an agreement with Hamilton County for the 2016 GIS Aerial Imagery (Ortho Photography) Update, for an amount not to exceed \$30,000.00.

ADOPTED: _____, 2016

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: February 8, 2016

Preparer: William C. Payne, P.E.

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # _____ Council District # _____ Citywide

A City Council resolution is requested to authorize the Administrator of Public Works to execute an agreement with Hamilton County for the 2016 GIS Aerial Imagery (Ortho Photography) Update, in the amount not to exceed \$30,000.00.

Name of Vendor/Contractor/Grant, etc. Hamilton County
Total project cost \$ 30,000.00
Total City of Chattanooga Portion \$ 30,000.00
City Amount Funded \$ -
New City Funding Required \$ \$ 30,000.00
City's Match Percentage % 33%

New Contract/Project? (Yes or No) Yes
Funds Budgeted? (YES OR NO) Yes
Provide Fund # 6031
Provide Cost Center K80107
Proposed Funding Source if not budgeted _____
Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

| Amount(s) | Grantor(s) |
|-----------|------------|
| | |
| | |
| | |
| | |

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Project managed by Hamilton County GIS

Total Cost \$90,000.00: HC GIS Partnership \$30,000.00, Hamilton County \$30,000.00, and City of Chattanooga \$30,000.00.

Approved by: 

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09



Hamilton County, Tennessee

JIM COPPINGER, COUNTY MAYOR
GEOGRAPHIC INFORMATION SYSTEMS

MEMORANDUM

TO: Bill Payne
FROM: Kristen Johnsey, Manager
DATE: February 2, 2016
RE: HCGIS Partnership – Orthophotography update

It is time to update the countywide orthophotography. In 2006, Hamilton County created the Hamilton County GIS partnership. The purpose of this partnership is to provide GIS resources and data for municipalities, utilities, not-for-profit agencies, colleges and/or universities who choose to not fund a GIS on their own. Funding received from the partnership participants is used for improved services and data acquisitions (this includes but not limited to topography, orthophotography, planimetrics, and property data). As per our agreement, Hamilton County and the City of Chattanooga will split (50/50) the costs of all data acquisitions (cost after the partnership funding has been applied).

I have received a proposal from Woolpert, Inc. to update the orthophotography. The total cost of this project should not exceed \$90,000. The City of Chattanooga's portion of this project should not exceed \$30,000.

If you have any questions, please contact me at 423-209-7760 or kristenj@hamiltontn.gov.

I need a commitment from the City of Chattanooga to move forward with this project. Please respond as soon as possible.

Please sign below indicating the City agrees to their portion of the "Orthophotography Update Project"; \$29,000 with a \$1,000 contingency – not to exceed \$30,000.

City of Chattanooga

Date _____



February 1, 2016

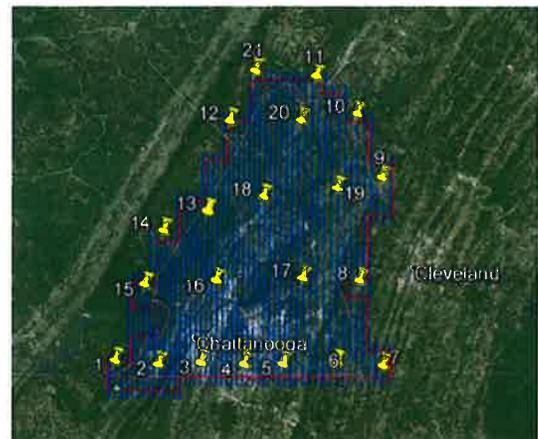
Kristen Johnsey, GISP
GIS Manager
Hamilton County GIS
1250 Market St., Suite 1010
Chattanooga, TN 37402
RE: Orthoimagery Mapping Update

Dear Ms. Johnsey,

Woolpert is pleased to provide you with this estimate to support your imagery acquisition and mapping needs for Hamilton County. We will endeavor to meet project requirements, budget and schedule deadlines as outlined below. For your 2016 mapping project, Woolpert will acquire multi-spectral aerial photography of the county using the full tile index area during leaf-off conditions. All imagery will be acquired utilizing our Leica ADS80 digital sensor. Woolpert will produce 4-band geo-referenced orthoimage at a 6-inch pixel including both color and CIR bands and Mr. Sids. Below are flight plan graphics and specifications for your project:

6-inch Orthoimagery - Hamilton County

- 615 square miles - full tiles
- Flown at 4,747AMT
- 51 Flight Lines
- 21 Ground Control Surveys



Woolpert will utilize the recently collected Lidar (Dec-Jan 2016) for the TN 27 County Lidar project with USGS to rectify the Hamilton County orthoimagery. This Lidar will provide a current and highly accurate surface model in which to ortho-rectify the new imagery too, as well as provide the data necessary for automated feature extraction of your planimetric and utility assets, provide 3D point clouds for your vegetation management program, all to enhance your enterprise GIS system.

This approach will provide Hamilton County with the following deliverables:

- 1) 6-inch pixel resolution geo-referenced orthoimagery (R, G, B, N) for the entire project area - 615 sq miles.
- 2) All imagery will be uploaded to our SmartView Connect online viewer and QA/QC tool for your review.
- 3) Woolpert will provide all final data to the county via an external hard drive.
- 4) Aerial Photography report & Ground Control report
 - ❖ Metadata file for the project.
 - ❖ Mr. Sid Mosaic - countywide

Schedule

Once Woolpert receives a Notice-to-Proceed, the data acquisition mission will be completed, as weather conditions permit (Feb - March 2016 timeframe). Once the acquisition mission has been completed we anticipate delivery of the preliminary geo-referenced imagery uploaded to SmartView Connect within 75 days and final imagery delivered via external hard drive within 150 days after acquisition.

Fee

The fee for Woolpert to acquire 6-inch 4-band orthoimagery is:

| AEC Service Area -615 sq miles | Price |
|---|--------------------|
| 6-inch resolution geo-referenced orthoimagery | \$86,100.00 |
| TOTAL | \$86,100.00 |

If you are interested in viewing some sample orthoimagery and other derivative products, as well as a preview Woolpert's online Smartview Connect Viewer, please follow instructions below:

Smartview Connect:

You can access the Redline Server at: <https://markup.woolpert.com>

Username: guest

Password: guest

Once logged in, double click on any of the projects. The Maine Statewide project has 3-inch, 6-inch, 1-foot and 2-foot resolution orthoimagery captured between 2012-2015.

After you've double clicked, an overall view of the project will be displayed. You can zoom in-and-out by either using the mouse wheel (if equipped) or via the slider bar located in the upper left – or double clicking the legend feature on the lower left of the screen. You can pan by pressing the left button and moving the mouse. Depending upon the internet speed, the map will take a few seconds to re-draw the imagery.

February 1, 2016
Page 3

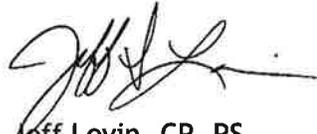
We appreciate the opportunity to provide these services in support of your mapping needs. We look forward to working with you on this and many future projects. If you have any questions or require additional information, please do not hesitate to contact me at 865.621.2984 or via email at Sam.Moffat@Woolpert.com.

Sincerely,

Woolpert, Inc.



Sam Moffat
Program Director



Jeff Lovin, CP, PS
Senior Vice President, Authorized
Representative

Master Professional Service Agreement between Woolpert, Inc. and Hamilton County, Tennessee

Section 1. General

THIS MASTER AGREEMENT, made and entered into this ____ day of _____, 2016, by and between Woolpert, Inc., whose address is 375 Northridge Road, Suite 300, Atlanta, GA 30350-3296 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: Hamilton County, Tennessee
- Address: 1250 Market Street, Suite 1010, Chattanooga, TN 37402
- Contact Person: Kristen Johnsey, GISP, GIS Manager
- Phone Number: 423.209.7760
- Fax Number: 423.209.7761
- Project Number:
- Title: Hamilton County Geospatial Services

The "Contact Person" designated above shall have the complete authority to act on behalf of the Client, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

Woolpert and Client agree that a separate Task Order, in a form substantially similar to that attached hereto as Attachment A, shall be issued and mutually executed for each separate Project authorized by the Client during the term of this Master Agreement. Each Task Order will establish and set forth Woolpert's responsibilities, compensation and timing of services in connection with a specific Project and upon execution of such Task Order is hereby incorporated by reference.

The Master Agreement together with an executed Task Order or Addendum to the Task Order and any Attachments to either shall constitute the Agreement between Woolpert and the Client (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies and disputes concerning the scope of services, precedence shall be given in the following order: a fully executed Task Order (later executed Task Orders and Addendums to Task Orders as well as email authorizations as provided herein taking precedence over earlier dated Task Orders, Addendums, and email authorizations for a specific Project), Amendments to this Agreement, provisions of this Agreement, and required provisions contained in any governmental regulation incorporated herein by reference. With respect to all other matters, precedence shall be given in the following order Amendments to this Agreement, provisions of this Agreement, and required provisions contained in any governmental regulation incorporated herein by reference and a fully executed Task Order (later executed Task Orders as well as email authorizations as provided herein taking precedence over earlier dated Task Orders, Addendums, and email authorizations for a specific Project).

Section 2. General Description of Project and Project Area

The Client's Project(s) shall be as described in a Task Order for each specific Project, which Task Order is incorporated by this reference

The project area for each Project shall be as described in a Task Order for each specific Project.

Section 3. General Description of Professional Services

The Professional Services to be provided by Woolpert shall be as set forth in a Task Order for each specific Project.

Any services beyond those identified in each specific Task Order shall be considered Additional Services and shall be authorized in writing by an Addendum to the Task Order executed by both parties or via email as provided herein. Email transmissions may be utilized, but may only be utilized, to effectuate changes in scope, compensation, or schedule provided the other party receives the transmission and agrees that the terms and conditions are acceptable in a response email. The parties agree that any modifications or additions to the legal terms and conditions of this Agreement must be effected through a properly executed Amendment to this Agreement and any such changes beyond scope, compensation, or schedule included in an email transmission shall be considered void and of no effect.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be as set forth in a Task Order for each specific Project.

Section 5. Date of Commencement and Completion

The Date of Commencement for Services and completion dates for Services performed for a specific Project shall be as set forth in a Task Order for such Project or if no date is established, the date Woolpert commences and completes the Services. Woolpert shall not be obligated to commence services until this Agreement and applicable Task Order(s) are fully executed. Woolpert shall perform its services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until December 31, 2017 unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of each separate Project. If services are disrupted or delayed for reasons beyond Woolpert's control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be equitably adjusted.

6.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt. The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its services or terminate its agreement on any other project with the Client or any entity affiliated, related, or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue. In the event that Woolpert suspends or terminates an agreement as provided in this Paragraph 6.2, Woolpert shall have no responsibility or liability arising out of such suspension or termination.

6.3 Expert Witness Services/Dispute Resolution Proceedings: It is understood and agreed that Woolpert's services under this Agreement do not include any participation whatsoever in any litigation or dispute resolution process. Nothing in this Agreement shall be construed as obligating Woolpert to appear, support, prepare, document, bring, defend or assist in any litigation or dispute resolution process either undertaken or defended by Client except in consideration of compensation. Should such services be required, a separate Professional Service Agreement may be negotiated between the Client and Woolpert describing the services desired and providing a

basis for compensation to Woolpert. In addition, in the event that Woolpert is required to respond to any subpoena, or participate in any proceeding pertaining to or arising out of a claim, brought by any third party or governmental agency against the Client or with respect to the Project, except to the extent that such is caused by the negligence of Woolpert in performance of Services hereunder, Client shall reimburse Woolpert for such costs.

6.4 Opinions and Estimates of Cost/Green Services: The Client hereby acknowledges that Woolpert cannot warrant that opinions or estimates of probable construction or operating costs provided by Woolpert will not vary from actual costs incurred by the Client. In the event that the Scope of Services in a Task Order includes “green” services, including but not limited to those associated with LEED®, Client acknowledges and understands that such services are subject to interpretation, and achieving levels of compliance involves factors beyond the control of Woolpert, including, but not limited to, the end use, operation and maintenance of the completed Project. Woolpert cannot and does not warrant or represent that the Project will achieve any specific green certification or realize any particular energy savings and Woolpert shall not be responsible for any environmental or energy issues arising out of the end use and operation of the completed Project.

6.5 Limit of Liability: The limit of liability of Woolpert and its subcontractors to the Client for any cause or combination of causes resulting from the Services for each separate Project rendered hereunder or otherwise related to this Agreement shall be, in total amount, limited to the fees paid by Client to Woolpert for such Project.

6.6 Construction Phase: Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor’s or subcontractors’ failure to carry out the work in accordance with the plans and specifications and other contract documents prepared by Woolpert (hereinafter collectively “Contract Documents”) or for any contractor’s or subcontractors’ failure to comply with applicable laws, ordinances, rules, or regulations. Woolpert will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. Woolpert may, under a separate subcontract with the contractor, provide survey services. Woolpert shall not be bound by any term or obligation contained in any “General Condition” or other construction bidding documents unless expressly consented to by Woolpert in writing. In the event that the Scope of Services in a Task Order includes site visits or inspections, the parties understand that Woolpert is not being retained to make detailed inspections or to provide exhaustive or continuous project review and observation services. Rather, Woolpert shall visit the project based on the schedule provided in the Scope of Services to become generally familiar with the progress and quality of the contractors’ work and to determine if the work is proceeding in general accordance with the Contract Documents prepared by Woolpert.

6.7 Shop Drawings/Contractor Pay Applications: In the event that the Scope of Services in a Task Order includes review of shop drawings, product data, or samples, the parties agree that Woolpert’s review shall be for the limited purpose of checking for conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Woolpert’s review shall be conducted with reasonable promptness while allowing sufficient time in the Woolpert’s judgment to permit adequate review. Review of a specific item shall not indicate that the Woolpert has reviewed the entire assembly of which the item is a component. Woolpert shall not be responsible for any deviations from the Contract Documents not brought to the attention of Woolpert in writing by the contractor. Woolpert shall not be required to review partial submissions or those for which submissions or correlated items have not been received. In the event that the Scope of Services in a Task Order includes review or approval of contractor pay applications, the parties agree that such review or approval of contractor pay estimates shall be based on site visits by Woolpert and the data comprising the contractor’s pay estimates, which Woolpert shall be entitled to rely upon, and represents in Woolpert’s professional opinion, and to the best of the Woolpert’s knowledge, information, and belief, that the construction work has progressed as indicated. Such review or approval shall not be deemed a guarantee or certification that (1) remaining funds are sufficient to complete the construction the Project, (2) the contractor has paid all lower tier subcontractors, or (3) such pay estimates are completely representative of the work actually performed by the contractor. Such pay estimate approvals are

intended only to assist the Client in the Client's determination of whether to submit payment to the contractor and shall not be released to or relied upon by third parties.

6.8 Insurance: Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

6.9 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert, however, does reserve the right to subcontract any portion of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client. Client recognizes that the Woolpert relies upon data, performance criteria/specifications and the recommendations of third party vendors' with respect to products, equipment and/or systems that are specified in a design, utilized in a process or otherwise approved by Woolpert in the course of a project. Client agrees that Woolpert will not be financially responsible for the failure of such products, equipment and/or systems.

6.10 Suspension, Termination, Cancellation, or Abandonment: In the event any Project identified in a Task Order to this Agreement is suspended, canceled, or abandoned by the Client thereby suspending, delaying, or terminating the services called for therein, Woolpert shall be given 15 days prior written notice of such action. If the Client delays or suspends Woolpert's services for more than 60 cumulative days on a specific Project, then Woolpert may terminate this Agreement, with respect to that Project, upon giving seven days written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot reasonably cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Woolpert may also terminate this Agreement as provided in Paragraph 6.22. Upon suspension, termination, cancellation, or abandonment, Woolpert shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, termination, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. Notwithstanding termination, the parties agree that those terms and provisions which by the very nature should logically survive termination shall survive termination of this Agreement unless otherwise agreed in writing.

6.11 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees in proportion to the judgment. The Client agrees that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.12 Standard of Care: Woolpert agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.

6.13 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.14 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.15 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly, provide direction as necessary, and, if the Client at any time becomes aware of any defect, the Client shall, within 14 days thereafter, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the Project(s) site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

6.16 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Notwithstanding, in the event that any provision is found to be void or unenforceable, the parties agree that the provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

6.17 Ownership/Reuse of Documents: All software, routines, plans, drawings, specifications, and other documentation (including electronic files or documents) (hereinafter collectively "documents") prepared or furnished by Woolpert pursuant to this Agreement are instruments of service, and Woolpert shall retain all ownership and property interests therein whether or not the Project(s) is completed. Subject to timely payment of all amounts due Woolpert under this Agreement, the Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client. The documents are not intended or represented to be suitable for reuse by the Client and any reuse will be at the Client's sole risk unless Woolpert, for compensation to be agreed upon, reviews and adapts such documents. The Client shall indemnify and hold Woolpert, its officers, partners, employees, agents, and lower-tier consultants harmless from all claims, damages, losses, and expenses including reasonable attorneys' fees and costs of defense arising out of or resulting from this Paragraph 6.17 or Paragraph 6.18.

6.18 Electronic/CADD Documents: Woolpert shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files or source code, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any file that is delivered shall be considered a "convenience" to the Client and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. **Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.** If electronic or CADD files are provided or delivered, such files shall be developed based on Woolpert's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Woolpert. Woolpert shall not be liable in the event that erroneous information is supplied by the Client or a third party, and Woolpert subsequently relies upon and incorporates that information into an electronic file, plans, specifications, or other documents.

6.19 Change Orders/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and Woolpert shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed writing as set forth in Section 3.

6.20 Environmental Hazards: Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the

Project site. In the event Woolpert's services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve Woolpert of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

6.21 Permitting: Woolpert shall not be responsible for obtaining project specific permits and licenses; however, Woolpert shall provide assistance with applying for certain project specific permits and licenses as may be specified in a Task Order. Client acknowledges that there are factors that are not within the control of Woolpert as to whether a permit or license will ultimately be approved by a permitting agency and Woolpert does not guarantee, represent or warrant the issuance of project specific permits and licenses.

6.22 Import/Export Matters: Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United States, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. The parties agree that if Woolpert is prohibited from performing this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such import/export requirements, such shall excuse Woolpert from performance under this Agreement and the parties shall terminate this Agreement for convenience.

6.23 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.24 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, their successors, and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or related to this Agreement shall be heard in the State courts located in Greene County, Ohio, or if applicable, in the United States District for the Southern District of Ohio. Each party hereby agrees that it had appropriate opportunity for review by legal counsel and that for purposes of this Agreement, each party is jointly and equally responsible for drafting this Agreement and if an ambiguity or question of intent arises with respect to any provision of this Agreement, the provision will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement. Headings are for convenience and shall not control or affect the meaning of any provision of this Agreement. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Addendum A: Task Order to Master Agreement

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

Hamilton County, Tennessee

Woolpert, Inc.

Signed



Signed

Printed Name

Jeff S. Lovin, CP, PS

Printed Name

Title

Senior Vice President

Title

Date

January 29, 2016

Date

Addendum A: Task Order to Master Professional Service Agreement between Woolpert, Inc. and Hamilton County, Tennessee

Task Order #1

Section 1. General

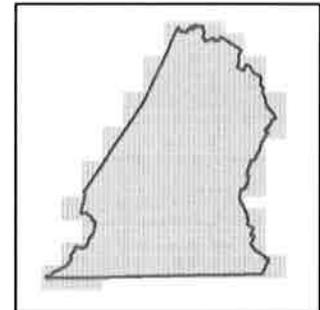
THIS TASK ORDER, made and entered into this _____ day of _____, 2016, by and between Woolpert, Inc., whose address is 375 Northridge Road, Suite 300, Atlanta, GA 30350-3296 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for Services under the Master Professional Service Agreement dated January 29, 2016, such Services described under Section 2 of this Task Order.

- Client: Hamilton County, Tennessee
- Project Number:
- Project Title: Hamilton County Geospatial Services
- Task Order Title: Countywide 6-inch Orthoimagery

Section 2. General Description of Project and Project Area

Aerial Imagery Acquisition. Woolpert will acquire new 4-band digital imagery covering the entire ±615 square mile project area of Hamilton County, and a full-tile delivery of imagery that extends outside the county. The aerial imagery will be acquired at a flying height suitable for producing 1"=100' scale orthoimagery with a 0.5-foot pixel.

The project area consists of full tile deliveries for the entire County as per the 1"=400' scale State of Tennessee tile layout schema.



Section 3. General Description of Professional Services

Woolpert will perform horizontal and vertical ground control survey and airborne GPS (ABGPS) to support the digital orthoimagery production. Woolpert surveyors will use new semi-permanent and photo-identifiable horizontal and vertical ground control points, as needed, to support the mapping. At least two ABGPS base stations will be used during the aerial acquisition phases of this project. Aerial acquisition will be performed using a Leica ADS80 digital sensor with the acquired imagery used to produce a 0.5-foot, 4-band orthoimage (color and CIR). Woolpert will utilize newly acquired aerial lidar recently collected for Hamilton County, and flown at USGS QL2 accuracy standards to process the orthoimagery.

The digital orthoimagery will be delivered in GeoTIFF format with a .tfw world file for georeferencing. Additional deliverables will include a ground survey report and a MrSID compressed countywide mosaic.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested services shall be a lump sum fee of \$86,100.00.

Reimbursable expenses include direct expenses including but not limited to travel, lodging, meals, telephone and fax, copies, shipping/overnight delivery, and prints, times a multiple of 1.10. The compensation to be paid to Consultant does not include any sales or service tax that may be required to be imposed. The Client shall be responsible for the payment of any such taxes that may be imposed. If the Client fails to execute this Agreement, or

any Task Order within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the services.

Section 5. Schedule for Services

Woolpert will commence the above-referenced services upon receipt of a fully executed copy of this Task Order. This Task Order shall remain in effect until December 31st, 2017 unless terminated as provided in the Master Agreement or extended by mutual agreement in writing.

Assuming that acquisition would occur in late February or early March as depicted below, Woolpert will adhere to the following schedule:

| Hamilton County, Tennessee | Orthoimagery | | | | | |
|---------------------------------------|--------------|-----|-----|-----|-----|------|
| | Feb | Mar | Apr | May | Jun | July |
| 2016 Orthoimagery 0.5 foot resolution | | | | | | |

IN WITNESS WHEREOF, this Task Order which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Agreement, is accepted as of the date first written above.

Hamilton County, Tennessee

Woolpert, Inc.

Signed _____

Signed  _____

Printed Name _____

Jeff S. Lovin, CP, PS

Printed Name _____

Title _____

Senior Vice President

Title _____

Date _____

January 29, 2016

Date _____