

LETTER OF AGREEMENT

Client:	City of Minot, ND	Date:	July 9, 2020
Contact:	Lance Meyer	Principal:	Ronald Butcher
Phone No:	(804) 433-2994	Project Manager:	Michael Edwards
E-mail:	michael.edwards@timmons.com	Project Name:	Implementation of ArcGIS Enterprise and Configuration of Enterprise Geodatabase Recommendations

Dear Mr. Meyer:

Timmons Group is pleased to offer this proposal for the implementation of ArcGIS Enterprise and configuration of Enterprise geodatabase recommendations. We look forward to working with you to achieve your vision for this project.

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). Prior to submittal to a public agency, all documents will be sent to the Client, if requested, to ensure a complete understanding by all parties.

We will proceed upon receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. We estimate that the project will be completed within [21] months of our receipt of written Notice to Proceed. Any changes required to the Scope of Services must be approved by both parties, in writing, before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

FIXED FEE

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

TIME AND MATERIALS

Fees for this Agreement will be billed on a time and materials basis based upon actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

Unless otherwise provided under the terms of this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer's receipt of such invoice. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due.

LETTER OF AGREEMENT

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.


EXHIBIT C REIMBURSEMENT SCHEDULE

In addition to the Total Fee for the services provided under the Scope of Services above and any General Reimbursements needed, the items and materials listed on the Project Reimbursement Schedule attached as Exhibit C will be invoiced on a monthly basis as applicable.

REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. The Scope of Services may specify an additional Project Reimbursement Schedule to be attached as Exhibit C if applicable.

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach Michael Edwards, PMP directly at (804) 433-2994 or via email at michael.edwards@timmons.com.


 Timmons Group
 Roman R. Butcher
 Director Asset Mgmt Services

7/15/2020
Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

Under this Agreement, Timmons Group will provide professional services relative to the project with The City of Minot, North Dakota as follows:

Phase 1: ArcGIS Enterprise Configuration and Deployment

Timmons Group will complete the following tasks to configure and deploy ArcGIS Enterprise for the City.

ID	Task	Owner	Level of Effort (hours)
1	Uninstall all ArcGIS enterprise components from the existing "minot-gis" server.	TG	2
2	Deploy a new virtual machine, "minot-gisserver", for the ArcGIS Enterprise deployment to host the ArcGIS Server and ArcGIS Data Store components, aka the "Application Tier". TG to provide recommended system specifications.	City of Minot	Unknown
3	Reconfigure the existing "minot-gis" server as the "Web Tier".	TG	2
4	Install ArcGIS Web Adaptors, version 10.8, on "minot-gis" for Portal and Server	TG	2
5	Install ArcGIS Portal, version 10.8, on "minot-gis"	TG	2
6	Install and configure ArcGIS Server, version 10.8 on "minot-gisserver"	TG	4
7	Install ArcGIS Data Store, version 10.8, on "minot-gisserver"	TG	2
8	Configure ArcGIS Portal, version 10.8, on "minot-gis".	TG	4
9	Configure ArcGIS Web Adaptors, version 10.8, on "minot-gis" for Portal and Server	TG	1
10	Test the system: user access, configuration, publishing workflows, app configuration, etc...	TG	6
11	Document system configuration and installation process.	TG	3
12	Assist City with publishing necessary services (map caches for raster data)	TG	14
13	Build a sample Enterprise Site in Portal for ArcGIS for one organizational department. Provide documentation of the site and its settings so Minot GIS staff can follow as a guide for future Enterprise sites to be developed.	TG	18

Phase 2: Changes to the City's Enterprise Geodatabase Configuration

Upon completion of the configuration and deployment of ArcGIS Enterprise, Timmons Group will make recommended changes to the City's Enterprise Geodatabase configuration. The following tasks will be completed to make these changes.

ID	Task	Owner	Level of Effort (hours)
1	Create new enterprise geodatabase "minotLGIM" on the new SQL Server instance "pw-db"	TG	2
2	Create necessary SQL Server accounts/roles to be used with the "minotGIS" database	TG	2
3	Create necessary SQL Logins for domain staff on the SQL instance.	TG	2
4	Migrate data from "minotLGIM" database on the SQL instance "minot-gis" to the new "minotLGIM" database on the new SQL Server instance "pw-db".	TG	2
5	Register data as versioned.	TG	2
6	Establish a versioning hierarchy.	TG	2
7	Set GDB privileges on geodatabase objects.	TG	2
8	Script processes to assist with geodatabase maintenance and administration	TG	6
9	Review current processes for Parcel Data Maintenance and Workflows. Provide summary and recommendations in "Minot_GIS_Cityworks_Review" document and implement changes in the new "minotLGIM" database on the new SQL Server instance "pw-db".	TG	24
10	Review current processes for joining Parcel Data to City Assessors data. Provide summary and recommendations in "Minot_GIS_Cityworks_Review" document and implement changes in the new "minotLGIM" database on the new SQL Server instance "pw-db". Automate/script process if needed.	TG	24
11	Minot GIS staff review and test the changes to the new Enterprise Geodatabase. Provide feedback to TG.	City of Minot	Unknown
12	Provide data update to the new "minotLGIM" database on the new SQL Server instance "pw-db" to account for changes made the EGDB while configuration and testing occurred.	TG	3
13	Official cutover to the new "minotLGIM" database on the new SQL Server instance "pw-db". Assist City staff with	TG	3

	remapping MXD's and republishing and web services to the ArcGIS Enterprise environment.		
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Assumptions and Project Fee

All effort will be completed as Time and Material, not to exceed. Actual tasks completed may alter as Timmons Group implements recommendations. Timmons Group expects the City will be able to complete tasks assigned to the City in a timely manner. Following is the T&M, NTE budgetary fee.

Role	Hourly	Hours	Total
Systems Architect	\$160.00	68	\$10,880.00
Sr. ESRI Consultant	\$150.00	18	\$2,700.00
GIS Data Analyst	\$125.00	48	\$6,000.00
Labor			\$19,580.00
Expenses			\$0.00
Total			\$19,580.00

EXHIBIT B

TERMS AND CONDITIONS

- 1. SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
- 2. STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
- 3. CLIENT ASSISTANCE:** Client and Timmons Group acknowledge that the Project is a cooperative process. Timmons Group agrees to use all reasonable efforts to cooperate with and assist Client as is required to meet the agreed upon Project deadlines and other milestones. Timmons Group further agrees to provide Client with experienced personnel with sufficient subject matter expertise, communication, and customer service skills throughout the Project. This includes a Project Manager that will be knowledgeable of Client's environment and needs for the Project. Timmons Group will agree to remove its personnel from Client's Project if Client determines those personnel are not able to effectively execute the Project plans, are not knowledgeable about the area(s) in which they are involved in the Project, are unable to sufficiently communicate with Client personnel, or are not meeting agreed upon deadlines. Timmons Group will replace those personnel with qualified resources for the Project at no cost to the Client and with as little schedule impact as possible. Appropriate resources will be assigned and appropriately scheduled by Timmons Group in accordance with mutually agreed upon Project plans to ensure the Project is completed within the defined timelines.
- 4. INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and, to the extent permitted by law, indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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5. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of North Dakota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.
6. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
7. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
8. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.
9. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement. This limitation of Timmons Group's liability shall not apply to the indemnification requirements under this Agreement.
10. **DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees.
11. **INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. The obligation under this section shall continue after the termination of this Agreement.
12. **MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This

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represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.



TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

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EXHIBIT C

PROJECT REIMBURSEMENT SCHEDULE