



HISTORIC  
FRANKLIN  
TENNESSEE

## MEMORANDUM

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September 26, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator  
David Parker, P.E, City Engineer/CIP Executive  
Paul Holzen, P.E., Director of Engineering  
Chris Robinson, Senior GIS Specialist

SUBJECT: Consideration of Professional Technical Services Contract with G-Squared, L.L.C for GIS Impervious Surface Update (COF Contract #2012-0129)

### **Purpose**

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) for the consideration of the Professional Technical Services Contract with G-Squared, L.L.C

### **Background**

On March 9, 2004 The Board of Mayor and Alderman passed an ordinance (2004-25) to establish a stormwater user fee to be applied to all properties within the City. This fee is based on an equivalent residential unit (ERU) that was established to be 3,350 SF of impervious area. The current ERU Rate is \$3.65 per month. Currently residential properties are billed in two tiers: residential units smaller than or equal to 3,350 SF (75% times ERU rate per month) and residential units larger than 3,350 SF (120% times ERU rate per month). Nonresidential properties will pay monthly the ERU rate times the actual square footage of impervious area divided by the ERU. The current planimetric GIS data from which this fee is calculated from dates back to 2005 and is in need of an update to accurately calculate this fee to customers.

### **Financial Impact**

The cost as negotiated with G-Squared L.L.C. for the GIS Impervious Surface Update is an amount Not to Exceed \$25,125. This item will be paid for out of the FY 2013 Stormwater Budget; Operations Budget line item 82560 Consultant Services – Eng – GIS Impervious Surface Update budgeted at \$85,000

### **Recommendation**

Staff recommends approval of the Professional Technical Services Agreement with G-Squared, L.L.C (COF Contract # 2012-0129) for an amount Not to Exceed \$25,125.

## PROFESSIONAL TECHNICAL SERVICES CONTRACT

City of FRANKLIN, TN and G SQUARED, LLC  
COF Contract #2012-0129

This contract is made and entered into by and between the **City of Franklin, Tennessee** ("CITY") and **G Squared, LLC** ("CONTRACTOR") on the date this contract is executed by the last party to this contract to execute it. This professional service contract shall become effective the \_\_\_ day of \_\_\_\_\_, 2012, and shall, except if terminated as herein provided or as otherwise provided or allowed, be valid until final delivery and acceptance of product. All services shall be performed under the direct supervision of a Certified Photogrammetrist.

### WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to render technical and professional services, hereinafter described in connection with the PROJECT as requested by the City officials.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

#### Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the professional services hereinafter set forth, within this agreement for the CITY, in a proper manner as determined by the CITY.

All work conducted for the project will be performed within the boundaries of the United States. Under no circumstances shall the CONTRACTOR send any film, film derivatives, or any other data, whether digital or hard copy, associated with the performance of a contract to destinations outside of the United States of America.

In the event of a change ordered by the Project Manager, the change order will include the type of service and associated cost difference, and associated time difference, if any. Change Orders must be executed by the City Project Manager, and by the CONTRACTOR's Project Manager.

#### Section 2. SCOPE OF SERVICE

CONTRACTOR shall furnish, in a professional and workmanlike manner, those tasked professional services as described in the Task Order, which is attached to this Agreement as Exhibit A and is incorporated as if stated fully herein. The Task Order includes the type of service, schedule, and cost quote not to be exceeded for all services requested. The Task Order must be executed by the CITY, and by the CONTRACTOR's Project Manager. .

The location size and boundaries of the area of interest have been outlined on an index map and further subdivided and designated in a way as to show the scales of the final aerial photographs and the foregoing, for the respective task order, will be attached as Exhibit "A-1" to the Task Order.

### Section 3. TIME OF SERVICE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the agreement. All work shall be completed and delivered by the schedule established on the Task Order by the CITY Project Manager and the CONTRACTOR principal in charge.

### Section 4. GENERAL PROVISIONS

(a) Personnel. The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel, at no additional cost to the CITY, as may be required to perform such services.

(b) Office Space. The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) Subcontracts. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) Access to Materials. The CITY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) Communications. The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) CITY: Chris Robinson  
City of Franklin Sr. GIS Specialist  
109 3rd Ave N  
Franklin, TN 37064  
Phone: (615) 550-6665  
Fax: (615) 550-1969

(2) CONTRACTOR: G SQUARED, LLC  
Lindsey Galyen  
20 Ardmore Hwy  
Fayetteville, TN 37334  
Phone: 931-438-1414  
Fax: 931-438-1415  
Email: [logalyen@gsqmap.com](mailto:logalyen@gsqmap.com)

## Section 5. COMPENSATION AND METHOD OF PAYMENT

Compensation for the work to be performed under this contract will be based on the total not to exceed amount under section IV. Fees and Payments of the Task Order. CONTRACTOR shall invoice the CITY at the end of each month based on percentage of work completed on task order.

The invoiced amount shall be due within 30 days after the CITY's acceptance of that part of the work.

Notices and invoices under this contract shall be sent to the following:

City of Franklin GIS Department  
Attention: Chris Robinson  
Address: 109 3rd Ave N  
Franklin, TN 37064  
Phone: (615) 550-6665  
Fax: (615) 550-1969  
[chris.robinson@franklintn.gov](mailto:chris.robinson@franklintn.gov)

Notices and payments under this contract shall be sent to the following:

G Squared, LLC  
Attn: Lindsey Galyen, Jr.  
20 Ardmore Hwy  
Fayetteville, TN 37334

## Section 6. Terms and Conditions

(a) Termination - General. This Agreement may be terminated at any time for any reason by the CONTRACTOR or CITY. The party desiring to terminate this Agreement shall give a thirty (30) day written notice to the other party of its intent to terminate.

(b) Termination of Contract for Cause/Breach of Contract. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONTRACTOR under this contract shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until

such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

(d) Changes. The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions, through a written amendment to this document. Amendments to this contract must be executed by the CITY, and by the CONTRACTOR's Project Manager.

(e) Assignability. The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Agreement shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for The CITY under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of the CITY for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors and administrators.

(f) Reports and Information. The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(g) Findings Confidential. All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(h) Compliance with Local Laws. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee and the CITY.

(i) Audits and Inspection/Access to Records/Record Retention. At any time during normal business hours, with prior arrangement and as often as the CITY, the State of Tennessee Department of Examiners of Public Accounts (herein sometimes referred to as "Examiners") or any of either or both of their duly authorized representatives may deem necessary, the CONTRACTOR shall make available to the CITY and Examiners for examination all of CONTRACTOR's records with respect to matters covered by this contract and will permit the CITY, the Examiners, or any of either of their duly authorized representatives to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices,

materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of three (3) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the CITY. If litigation, claim, or audit is started before the expiration of the retention period, the records shall be retained until all litigation, audits, and/or audit finding involving the records have been resolved.

(j) Interest of Members of the CITY and Other Local Public Officials. No officer, member or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) Interest of the CONTRACTOR. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants, that in the performance of this contract, no person having any such interest shall be employed.

(l) Ownership of Documents. The CITY shall be provided with a digital copy of the final report and all computer drawings and files, when the project is completed. Copies of sketches, notes computations and other data shall be furnished upon request.

(m) Source Materials. Within fourteen (14) calendar days of written request, the CITY will provide the CONTRACTOR with the source material requested. Should the CONTRACTOR determine there is relevant information missing from the source materials provided, which missing information is mandatory in order to proceed with completion of the contract, the CONTRACTOR will request and obtain prior authorization from the CITY for the additional costs associated with obtaining the same, prior to proceeding further with the contract.

The accuracy of the data contained in the source materials provided by the CITY, will be determined after the CONTRACTOR has completed implementation phase of the contracted services. Should the CONTRACTOR discover that the CITY-supplied data contains inaccuracies, which inaccuracies must be either (1) corrected or (2) new data obtained, before the CONTRACTOR can proceed with the completion of the work, the CONTRACTOR will quantify and provide the CITY with the additional costs associated with either correcting or obtaining new data. The CITY will provide written authorization for the additional costs prior to the CONTRACTOR proceeding further with the Contract. Upon receipt of notice of any additional costs the CITY has the option to (a) approve the additional costs and work required, (b) approve the work to proceed without correcting inaccuracies, or (c) terminate the PROJECT.

Any delay in obtaining direction or authorization from the CITY will be deemed an excusable delay.

(n) Publication, Reproduction and Use of Material. No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONTRACTOR in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

(o) Guarantee. The CONTRACTOR warrants that the goods and services to be provided herein shall: Be new and of commercially reasonable quality where no quality is specified; conform with the requirements of the Contract and any specifications or drawings incorporated herein; and be free from defects in workmanship, materials, and design, where design is the responsibility of the CONTRACTOR.

If at any time prior to the expiry of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by the CONTRACTOR the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon notice to the CONTRACTOR by the CITY within a reasonable period of time after the discovery thereof, the CONTRACTOR shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to the CITY. This sole and limited warranty is in lieu of all other warranties expressed or implied. The CONTRACTOR shall guarantee the accuracy of all work performed under this contract for a period of one year upon final delivery of all products as defined in the Scope of Work. Any work not attaining the required standards and accuracies shall be corrected as soon as practical at the CONTRACTOR's expense.

#### Section 7. TAX RESPONSIBILITIES OF CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of the CITY, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

#### Section 8. NON-EXCLUSIVE CONTRACT

The CONTRACTOR shall devote his time, attention and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services, or canceling this Agreement.

## Section 9. INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing the CITY with services as an independent contractor. Amounts paid to the CONTRACTOR by the CITY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding, unless required by applicable law or regulations. It is expressly understood that the CITY is interested only in the results to be achieved and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. Except insofar as necessary to monitor and assure compliance with the terms and provisions of this agreement, the CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

CONTRACTOR is not considered to be an agent or employee of the CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits the CITY provides for its own employees. It is further understood and agreed that the CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

## Section 10. LIABILITY

The CITY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall be insured under the terms of the CONTRACTOR's liability insurance policy during the entire term of this contract and the performance of all work herein provided for herein.

**Liability and Indemnification.** The CONTRACTOR shall indemnify and save harmless the CITY from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which the CITY may sustain, pay or incur, as a result of or in connection with non-performance of the CONTRACTOR. The CITY shall provide the CONTRACTOR with timely written notice of any such claim, and will provide all relevant information and cooperate fully with the CONTRACTOR in furtherance of the CONTRACTOR's obligation herein.

**Insurance.** The CONTRACTOR shall maintain in force insurance providing coverage for all claims for or based on occurrences or events occurring during the term of this Contract with the following minimum limits:

- I. General Liability           \$1,000,000
- II. Automobile Liability   \$1,000,000
- III. Professional Liability   \$1,000,000
- IV. Worker's Compensation as required in any jurisdiction in which work is to be performed.



Within thirty (30) days of the effective date of this Agreement, the CONTRACTOR shall provide the CITY with certificate of insurance showing evidence of the above coverage. The CITY and each of the officers, employees, servants, and agents of the CITY be named as additional insured under the insurance policies providing liability coverage.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this contract to be executed by their duly authorized officers on the days and year written below their names respectively.

ATTEST:

CITY of Franklin, Tennessee

By: \_\_\_\_\_  
Eric Stuckey, City Administrator

By: \_\_\_\_\_  
Dr. Ken Moore, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form by:

Kristen L. Corn  
Kristen L. Corn, Staff Attorney

ATTEST

CONTRACTOR - G SQUARED, LLC

Becky Fawcett

By: Lindsey Galyen, Jr.  
Lindsey Galyen, Jr., Principal

Date: 9/14/12

Date: September 14, 2012

# Addendum 1

This addendum shall modify and supersede City of Franklin Contract #2012-0129 (the "Agreement") as entered into on the \_\_\_ day of \_\_\_\_\_, 2012, by the City of Franklin, Tennessee ("City") and G Squared, LLC ("Vendor") and together with same shall constitute the entire agreement ("Contract"). Acceptance of payment as stated in the Contract constitutes Vendor's acceptance of all terms and conditions stated herein.

## Standard Terms and Conditions

1. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
2. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
3. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
4. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation, without exceeding the licensed number of seats.
5. Travel; expenses. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Work, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on 'per diem rates' under the 'etools' category].

# Addendum 1

6. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power. Vendor agrees to waive any convenience fee for the use of payment by purchasing card.
7. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
8. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.
9. Entire Agreement. This Addendum, including any contract, agreement or other document which this Addendum may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Addendum. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
10. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
11. Applicable Law; Choice of Forum/Venue. The Contract constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.
12. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.

# Addendum 1

ATTEST

CITY OF FRANKLIN, TENNESSEE

By: \_\_\_\_\_  
Eric Stuckey, City Administrator

By: \_\_\_\_\_  
Dr. Ken Moore, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

CONTRACTOR - G SQUARED, LLC

Becky Sawcice

By: Lindsey Galyen, Jr.  
Lindsey Galyen, Jr., Principal

Date: 9/14/12

Date: September 14, 2012

# G-Squared, L.L.C.

Photogrammetrist



## City of Franklin

### Task Order #001 TO CONTRACT FOR PROFESSIONAL MAPPING SERVICES DATED AUGUST 15, 2012

Update Existing Planimetric Features for 75 sq. miles as defined in the index map dated August 3, 2012 using 2012 Pictometry Color Orthophotography with 4 inch pixels.

Tree lines > 100' and miscellaneous impervious surfaces > 100 sq feet will also be collected.

#### I. Scope of Work

G-Squared will extract and compile planimetric features using the latest Pictometry ortho imagery dated 2012 as defined on page 5 section 3 of the proposal submitted to the City of Franklin, TN dated 7/17/2012.

The updated data will be used to build a new Geodatabase. The Geodatabase will then be loaded into the City of Franklin's GIS system. The new Geodatabase will include:

Edge of Pavement	Bridges
Sidewalks	Miscellaneous Impervious Surface >100 sq ft
Driveways	Pools
Trails-Impervious	Streams/Rivers
Bike Paths	Lakes/Ponds
Building Footprints	Golf Cart Paths
Tree lines > 100'	Parking Lots

All work will be performed to the established specifications, which are listed in the Professional Service Agreement and in accordance with the proposal dated 7/17/12.

#### II. Deliverables

Planimetrics – New Planimetric layers (defined on page 7 of proposal date 7/17/12) in ESRI Geodatabase format. FGDC-compliant metadata in XML format delivered as Geodatabase feature classes compatible with the cities' GIS geodatabase architectures.

#### III. Schedule

With notice to proceed and receipt of the City supplied LiDAR and Imagery by August 21, 2012, the project will be complete by November 30, 2012.

931-438-1414  
931-438-1415 fax

20 Ardmore Highway  
Fayetteville, TN 37334

[www.gsqmap.com](http://www.gsqmap.com)  
[zmahr@gsqmap.com](mailto:zmahr@gsqmap.com)

Exhibit A

**G-Squared, L.L.C.**

Photogrammetrist



**IV. Fees and Payments**

All fees and services performed by this contract have been strictly based on the Professional Service Contract effective \_\_\_\_\_ between G-Squared and City of Franklin, TN.

Invoices shall be submitted monthly to the city project manager based on percentage complete.

Total not to exceed.....\$25,125

**City of Franklin Authorized Representative**

**G-Squared Authorized Representative**

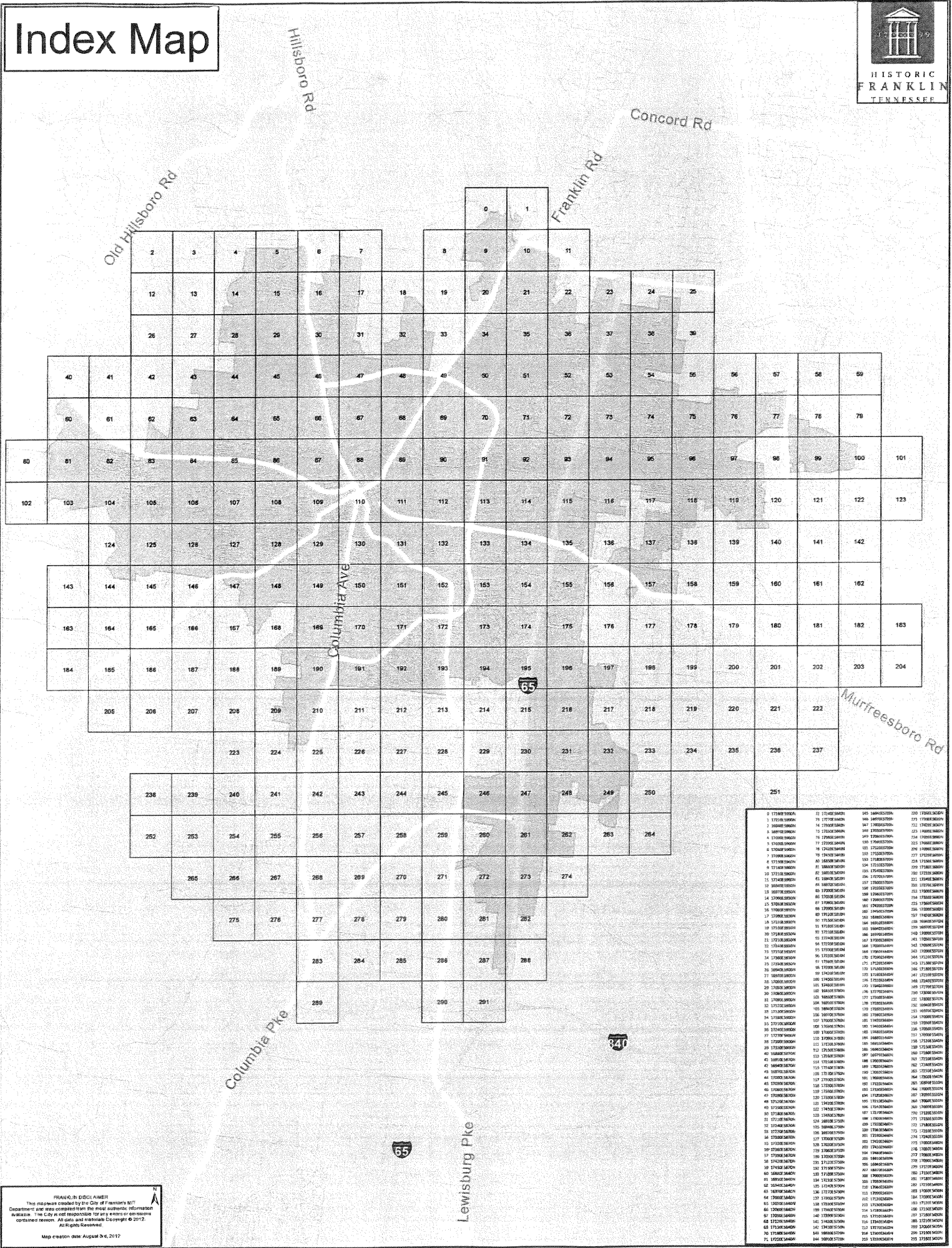
By: \_\_\_\_\_  
City of Franklin, TN

By: Lindsay Galyen  
L. Galyen, G-Squared

Dated : \_\_\_\_\_

Dated: September 14, 2012

# Index Map



FRANKLIN DECIAMER  
 This map was created by the City of Franklin's MIT Department and was compiled from the most accurate information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2012. All Rights Reserved.  
 Map creation date August 30, 2012.

Exhibit A-1