

## Department of Natural Resources and Environmental Control

### CONTRACT FOR PROFESSIONAL SERVICES

#### State Funds & Federal Funds

THIS CONTRACT, is made by **Azavea** "CONTRACTOR" and the Department of Natural Resources and Environmental Control, Division of Parks and Recreation "DIVISION", as follows:

1. Service Contract

DIVISION agrees to pay CONTRACTOR and CONTRACTOR agrees to perform certain technical or professional services.

2. Scope of Services

The purpose of this Contract for Professional Services is to utilize Geographic Information Systems (GIS) technology to develop spatial analysis models capable of identifying population centers in Delaware currently under served by existing outdoor recreational facilities and evaluate the most effective location to make future outdoor recreational investments. Findings from the spatial analysis will be included in the 2011-2016 State Comprehensive Outdoor Recreation Plan (SCORP). The SCORP serves as a strategic framework for facility managers and planners to use in prioritizing outdoor recreation facility needs and planning for resource protection. The updated SCORP fulfills both the State and Federal eligibility requirement for the Federal Land and Water Conservation Fund and the State of Delaware mandate for a statewide outdoor recreation plan.

The CONTRACTOR will complete the following tasks:

#### TASK SUMMARY

1. The CONTRACTOR will acquire the appropriate statewide GIS data layers necessary to complete the models and convert, manipulate and edit all data formats as necessary to be used in ArcGIS analysis tools.
2. Design one or more ArcGIS models capable of assessing the portion of Delaware's 2010 population currently served (determined by travel times) by selected types of outdoor recreational facilities based on actual transportation routes and travel barriers. Models should be capable of assessing not only the total populations served but age and demographic break downs as well.
3. Design one or more ArcGIS models capable of determining the best location(s) for future outdoor recreational investments in underserved portions of the state.
4. The CONTRACTOR will execute, test, and edit the designed ArcGIS models as necessary to provide an accurate and reliable output. The contractor must provide a description of model testing and verification procedures to the DIVISION.
5. Submit to the DIVISION a report complete with cartographic aides detailing model outputs in regards to pre-specified outdoor recreation facility types across each SCORP planning region and the five oversampled municipalities in Delaware.
6. Deliver all models to the DIVISION as ArcGIS Model Builder models (preferred) or as custom scripts and deliver all datasets used in the analysis with complete metadata.
7. The CONTRACTOR will provide a minimum of eight hours of training for up to four selected DPR staff on model usage and any required ArcGIS extensions.

## TASK DETAILS

### TASK 1: GATHER AND FORMAT THE GIS DATA LAYERS

- The CONTRACTOR will acquire the GIS data layers necessary for the appropriate analysis including but not limited to General Transit Feed Specification (GTFS) transit data, OpenStreetMap or StreetMap USA route data or DIVISION accepted equivalent, and 2010 US Census Block Groups or Blocks Demographics Data.
- The DIVISION will provide the CONTRACTOR with the following currently available GIS data layers
  - Point shapefiles based on centroids for outdoor recreational facilities throughout the state fewer than five acres and entrance area points for outdoor recreational facilities greater than five acres.
  - Line shapefiles for trails, multi-use pathways and sidewalks throughout the state.
  - Line and polygon files for travel barriers such as interstates, rail lines and water bodies. Other state specific shapefiles such as state, county, or municipal boundaries that may be needed for analysis.

### TASK 2: DEVELOP ARCGIS MODEL(S) TO ASSESS THE PORTION OF DELAWARE'S 2010 POPULATION CURRENTLY SERVED BY SELECTED TYPES OF OUTDOOR RECREATIONAL FACILITIES

- The CONTRACTOR will develop GIS model(s) capable of evaluating the portion of Delaware's statewide population adequately served (determined by travel time/distance) by selected types of outdoor recreation amenities based on actual transportation routes and travel barriers.
- Travel times/distances for walking, biking or driving on actual transportation routes will be used to determine if a portion of the population is adequately served by a designated facility.
- Desired travel times or travel distances to be classified as adequately served by a facility will be provided by the DIVISION.
- The CONTRACTOR will test the model(s) developed and provide a complete report on QA/QC procedures. The DIVISION will evaluate the accuracy and reliability of the models and reserves the right to reject or modify any model(s) supplied by the CONTRACTOR.
- A list of not more than ten different types of outdoor recreation facilities and a statewide point shapefile for the outdoor recreation facilities will be supplied to the CONTRACTOR by the DIVISION for the final report analysis.
- In the final deliverable, the DIVISION must have the ability to change model variables to account for different distances or driving times from facilities, and have the ability to model multiple facility types.
- The CONTRACTOR will deliver all models and necessary datasets to the DIVISION as ArcGIS Model Builder models (preferred) or as custom scripts.
- The CONTRACTOR will deliver a user's manual describing the usage and manipulation of the model(s).

### TASK 3: DEVELOP ARCGIS MODEL(S) CAPABLE OF DETERMINING THE BEST LOCATION(S) FOR FUTURE OUTDOOR RECREATIONAL INVESTMENTS IN UNDERSERVED COMMUNITIES.

- The CONTRACTOR will develop a Location-Allocation model or similar widely accepted analysis method capable of determining the best location for future outdoor recreational facilities to meet the demand of the greatest number of individuals.
- The study area will include the entire state of Delaware.

- The CONTRACTOR will test the model(s) developed and provide a complete report on QA/QC procedures. The DIVISION will evaluate the accuracy and reliability of the models and reserves the right to reject or modify any models supplied by the CONTRACTOR.
- After the models are approved by the DIVISION, the CONTRACTOR will run the models for not more than ten outdoor recreational facilities located throughout the state for the final report analysis.
- In the final deliverable, the DIVISION must have the ability to model the optimum location for different outdoor recreation facility types.
- The CONTRACTOR will deliver all models and necessary datasets to the DIVISION as ArcGIS Model Builder models (preferred) or as custom scripts.
- The CONTRACTOR will deliver a user's manual describing the usage and manipulation of the model(s).

#### TASK 4: FINAL REPORT

- The CONTRACTOR will supply a detailed final report that includes tables, graphical aides and a thorough discussion of model(s) findings, strengths, and short comings from both TASK 2 and TASK 3.
- The final report will include an Executive Summary with a "bullet" narrative of key findings for both TASKS 2 and TASK 3, an introduction, methodology, and a discussion of strengths and shortcomings of both model types.
- The CONTRACTOR will deliver a draft report to the DIVISION for review no later than May 1, 2012, and a final report no later than June 1, 2012. The CONTRACTOR will provide to the DIVISION two printed copies and a digital version in PDF format.

#### TASK 5: DATA DELIVERY

- The CONTRACTOR will deliver all dataset used in any of the analyses to the DIVISION.
- All datasets delivered by the CONTRACTOR will become property of the DIVISION.
- The CONTRACTOR will deliver all datasets to the DIVISION in Delaware State Plane Coordinates (meters) NAD1983 with complete metadata.

#### TASK 6: ONSITE TRAINING

- The CONTRACTOR will provide 8 hours of training on model usage and manipulation to up to four DIVISION staff.
- If it is determined that additional training hours are needed or beneficial, the DIVISION may modify this contract to include additional onsite training for an additional charge agreed upon by the CONTRACTOR.
- Training will be conducted at the DIVISIONS offices in Dover, Delaware.

#### 3. Data Furnished to CONTRACTOR.

DIVISION shall furnish all information necessary for the execution of the work to the CONTRACTOR, including point shapefiles based on centroids for outdoor recreational facilities throughout the state fewer than five acres and entrance area points for outdoor recreational facilities greater than five acres, line shapefiles for trails, multi-use pathways and sidewalks, line and polygon files for travel barriers such as interstates, rail lines and water bodies, and other state specific shapefiles, and other information as necessary, without charge by the DIVISION, and the DIVISION shall reasonably cooperate with the CONTRACTOR in carrying out the work.

#### 4. Personnel

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract.
- B. CONTRACTOR, or persons under CONTRACTOR'S supervision, shall perform all of the services required by this Contract, and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services.

C. CONTRACTOR shall not subcontract any of the work or services covered by this Contract without the prior written approval of DIVISION.

5. Time of Performance

The services of CONTRACTOR are to commence as soon as practicable after the execution of this Contract and shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required by this CONTRACT shall be completed no later than June 1 2012. Time is of the essence in this Contract.

6. Total Cost and Compensation

A. It is agreed that the total cost for the services provided under this Contract shall not exceed \$46,818.

B. CONTRACTOR is responsible for costs incurred in excess of the total cost of this Contract and DIVISION is not liable for such costs.

7. Condition Precedent

The rights and obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order is approved by the Secretary of Finance and received by CONTRACTOR. The rights and obligations of DIVISION under this Contract are limited to the amount of any approved purchase order.

8. Obligations and Payment

A. The obligations of the DIVISION under this Contract shall be subject to the receipt of sufficient funds appropriated by the General Assembly and the obligations of the DIVISION are limited to the amount of such appropriation.

B. A first payment, in the amount of \$23,409.00, shall be made upon satisfactory completion, in DIVISION's sole discretion, of the successful completion of TASKS 1 – TASKS 3 and upon submission of an invoice by CONTRACTOR. A second payment, in the amount of \$23,409.00, shall be made upon satisfactory completion, in DIVISION'S sole discretion, of all tasks outlined above and upon submission of an invoice by CONTRACTOR. Invoices shall be paid within 30 days after receipt by DIVISION, if services are performed satisfactorily, in DIVISION'S sole discretion.

C. The obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order has been approved by the Secretary of finance, and all the procedures of the Department of Finance have been complied with.

D. CONTRACTOR will maintain accurate financial records and make them available to Federal and State auditors, as needed, up to 3 years following Contract termination.

9. Contractor and Subcontractor Agreements

CONTRACTOR shall indemnify, save and hold harmless and defend the DIVISION, its directors, employees, representatives or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

CONTRACTOR shall require each and every contractor or subcontractor for the project to indemnify, save and hold harmless, and defend the DIVISION, its directors, employees, representatives, or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

10. Termination of Contract for Cause

If, for any reasons, or through any cause, CONTRACTOR shall fail to fulfill in timely or proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DIVISION shall then have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by CONTRACTOR under this Contract shall, at the option of DIVISION, become its property, and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DIVISION in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DIVISION. Whether such work is satisfactory and usable is determined by DIVISION in its sole discretion.

11. Termination for Convenience of DIVISION.

DIVISION may terminate this Contract in its sole discretion at any time for any reason by giving written notice of such termination and specifying the effective date, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DIVISION, become its property and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DIVISION in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DIVISION. Whether such work is satisfactory and usable to is determined by DIVISION in its sole discretion. Such reasonable compensation shall be CONTRACTOR'S sole compensation. Exercise of this right by DIVISION shall not be deemed a breach of this Contract, and no damages shall be awarded to CONTRACTOR for exercise of this paragraph. If this Contract is terminated due to the fault of CONTRACTOR, Paragraph 9 hereof relative to termination shall apply.

12. Changes; Fragmentation Prohibition

DIVISION may, from time to time, require changes in the Scope of Services of the CONTRACTOR to be performed under this Contract in DIVISION'S sole discretion, provided, however, if such changes include any decrease in the amount of CONTRACTOR'S compensation, then such changes must be mutually agreed upon by DIVISION and CONTRACTOR, and shall be incorporated in written amendments to this Contract. The parties represent and agree that this Contract is not a fragmentation of a project, and that this Contract is not part of or a continuation of an ongoing project. The parties understand that any intentional fragmentation of a project, in order to make a professional services contract subjects a violator to a fine of not less than one thousand (\$1,000) dollars nor more than two thousand (\$2,000) dollars, and to imprisonment for not more than one year, pursuant to 29 Del. C. §6903.

13. Interest of CONTRACTOR

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. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

14. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. DIVISION 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. CONTRACTOR shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for DIVISION'S support will be given in the publication.

15. Assignment of Antitrust Claims

As consideration for the award and execution by DIVISION of this Contract, CONTRACTOR hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by DIVISION or CONTRACTOR pursuant to this Contract.

16. DIVISION'S Responsibilities

DIVISION shall:

- A. Provide statewide GIS shapefiles previously specified.
- B. Examine and review in detail the complete report on QA/QC procedures for both model types and the draft report content prior to submission by CONTRACTOR to DIVISION and render to CONTRACTOR findings and decisions pertaining there to within a two week time period so as not to delay the services of CONTRACTOR.
- C. Pay CONTRACTOR \$23,409 with the successful completion of TASK1 - TASK 3 and the remaining \$23,409 after successfully completing all Tasks.
- D. Give prompt written notice to CONTRACTOR whenever DIVISION observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.

17. The Parties Agree:

- A. The laws of the State of Delaware shall apply to the management and coordination of this Contract.

- B. This contract is the entire agreement between the CONTRACTOR and the DIVISION and supersedes any prior agreement, whether oral or written, between the CONTRACTOR or any predecessor of the CONTRACTOR and the DIVISION. It may be altered only by a written agreement signed by the CONTRACTOR and the DIVISION. The CONTRACTOR's rights and obligations under this agreement will be binding on the CONTRACTOR's successors and assigns.
- C. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in it, without the prior written consent of the DIVISION.
- D. The Contractor shall comply with 30 DE Code Chapter 23 regarding business licenses throughout the term of this agreement.

**CONTRACTOR: AZAVEA**

BY \_\_\_\_\_

(SIGNATURE)

(Seal)

Witness: \_\_\_\_\_

Robert Cheetham, President and CEO

(Contractor)

STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES  
 AND ENVIRONMENTAL CONTROL

\_\_\_\_\_  
 Collin P. O'Mara, Secretary  
 Department of Natural Resources  
 And Environmental Control

Witness: \_\_\_\_\_

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.