NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON

RESOLUTION 13-2014

A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, APPROVING PROFESSIONAL SERVICE CONTRACT WITH CARTOMATION, INC.

WHEREAS, the Board of Commissioners (Board) recognizes the District's significant investment in infrastructure data design, maintenance, and operation records both spatial and textual and the value in maintaining those records in an media that safeguards them from loss and makes them readily available for use in day to day operations and short term and long term planning; and

WHEREAS, the Board has determined GIS mapping technology is the best media to achieve that goal; and

WHEREAS, the General Manager requested proposals from two firms advertising for GIS services from the MRSC Consultant Roster and Cartomation, Inc a local cartographer; and

WHEREAS, Cartomation, Inc. demonstrated competence and qualifications to provide the District with a GIS mapping system most suited to its needs; and

WHEREAS, The General Manager negotiated a contract with Cartomation, Inc. for professional services at terms that the District, in consideration of the value of the services to be rendered as well as the scope, complexity, and its professional nature, determines to be fair and reasonable; now, therefore

BE IT RESOLVED, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, to direct the General Manager to execute the Contract for Professional Services with Cartomation, Inc. attached hereto and incorporated herein as "Attachment A".

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT for Consultant services is between North Beach Water District ("District") and Cartomation, Inc. ("Consultant").

1. Scope of Consultant Services. Consultant shall perform the services described in the scope of work attached hereto and incorporated herein as "Exhibit A". If specified in Exhibit A, the services shall be performed pursuant to task orders issued by District.

2. Compensation and Payment.

a. District shall pay Consultant for the services as indicated below:

Phase 1 lump sum fixed fee, including all services, costs, and taxes, in the amount of: **Fifteen Thousand Dollars ($15,000)**

Phase 2 lump sum fixed fee, including all services, costs, and taxes, in the amount of: **Fifteen Thousand Dollars ($15,000)**.

b. Consultant shall submit a detailed billing for all services rendered in a format reasonably satisfactory to District, which format shall include, at a minimum, total authorized contract amount, charges and costs to date and current billing amount. District shall pay the invoices received by the 10th day of the month on or before the last day of the month, except as to any disputed amounts.

3. Schedule of Work. Consultant shall commence services within ten (10) days of receipt of "notice to proceed" from District, and shall complete phase 1 in forty (40) working days (not counting weekends or national holidays).

4. Subcontractors. Consultant shall not subcontract or assign any portion of the services covered by this contract without prior written approval of District.

5. Changes. District may, by motion and affirmative vote of its board thereon, authorize in writing changes or modifications in the scope of services to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this contract, or pursuant to terms and conditions mutually agreed to by the parties. District shall compensate Consultant only for services performed or costs incurred that are within the scope of services authorized by this contract, or any modifications to the contract in accordance with this section.

6. Insurance. Consultant shall maintain throughout the performance of this contract the following types and amounts of insurance:

a. Comprehensive vehicle liability covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of One Million Dollars ($1,000,000).

b. Commercial General Liability Insurance written on an occurrence basis with limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

Coverage shall include, but not be limited to: blanket contractual, products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

c. Professional liability insurance (Errors and Omissions insurance) with limits no less than One Million Dollars ($1,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be

primary to any insurance maintained by District, except as respects losses attributable to the sole negligence of District; and (3) shall state that District will be given thirty (30) days prior written notice of any cancellation or suspension of or material change in coverage.

District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of Consultant, and a copy of the endorsement naming District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to District a Certificate of Insurance evidencing the insurance described above. District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to District. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

7. Indemnification. Consultant shall protect, defend, indemnify and save harmless District, its officers, employees and agents from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or resulting from the acts, errors or omissions of Consultant, its officers, employees and agents in performing this Contract, except for injuries and damages caused by the sole negligence of District.

8. Ownership and Use of Documents.

a. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents delivered to the Consultant by the District or produced or prepared by Consultant in connection with the services rendered under this contract ("Documents"), whether finished or not, shall be the property of District. Upon request, Consultant shall forward the Documents to

District in hard copy and in digital format that is compatible with District's computer software programs. If District uses the Documents for purposes other than those intended in this contract, without written permission of Consultant, District shall do so at its sole risk.

b. Consultant shall not use any third party intellectual property or facilities in performing the Services contemplated by this agreement or engage in any other activities that may result in a third party having an ownership interest in or obtaining unauthorized copies of Contract Documents.

9. Termination. This contract may be terminated by either party upon fifteen (15) days written notice if the other party fails to substantially perform in accordance with the contract.

10. Dispute Resolution.

a. Mediation. If any dispute, controversy, or claim arises out of or relates to this contract, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.

b. Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation with venue in Pacific County. The laws of the State of Washington shall govern this contract.

11. Effective Date. The effective date of this contract shall be the date that the contract is signed by an authorized representative of District.

12. Independent Contractor. Consultant is and shall be at all times during the term of this contract an independent contractor.

13. Compliance with Laws. Consultant shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the services to be performed under this contract.

NORTH BEACH WATER DISTRICT	CARTOMATION, INC (Consultant)
By: _____	By: _____
Typed Name: William Neal	Typed Name: Mark Scott
Its: General Manager	Its: Principal
Address: 25902 Vernon Ave., Ste. C PO Box 618 Ocean Park, WA 98640	Address: Po Box 17 Ocean Park, WA 98640
Telephone: 360.665.4144	Telephone: 360.607.0807
Fax: 360.665.4641	Fax: _____
Date: _____	Date: _____

Scope of Work

Purpose:

The purpose of this project is to modernize infrastructure and service area data storage and retrieval by formatting the existing spatial and textual data into a contemporary data format meets expanding needs of North Beach Water District via computer software by delivering the following:

- GIS map of the District's service area that will identify:
    - Pacific County tax parcel base; and
    - Identify rate payers based on the District's billing information; and
    - The District's infrastructure, as provided by the District in the form of (readily convertible to GIS shapefiles with attributes) CAD drawings.
    - Data links where applicable from District infrastructure to Microsoft Excel spreadsheets for maintenance and storage of historic data.
- Publish the GIS applications for internal use and accommodate new data
- Host and maintain the GIS application as required for 2 years
- Individualized training support to the water department staff to effectively use the GIS application for 2 years
- Allow staff to interact with a multitude of data from different sources
- Allow staff the ability to interact with seamless data

Project Deliverables

Phase One:

Create and publish a GIS map of North Beach Water District's service area for internal use on a password protected Cartomation hosted web based site that will identify:

- Pacific County tax parcel base (2014) Delineations with records; and
    - with tax lot number labels; and
    - with Situs address labels; and
    - with generalized tax lot dimensions, markers and labels; and
    - with labels identifying North Beach Water District ratepayers from billing software data; and
    - with North Beach Water District ratepayers water use data from billing software; and
    - with North Beach Water District ratepayers general account information from billing software.
- 2013 1 foot pixel color air-photos
- Individualized training for North Beach Water staff to effectively use the GIS application.

Phase II

Publish the District's infrastructure to the GIS map created in phase I by:

- Converting District provided CAD data delivered to Consultant by District in readily convertible (with attributes intact) to GIS standard shapefiles or geodatabase; and
- Select methods specific to North Beach Water District to create new, maintain existing and expand spatial data; and
- Identify holes in provided data and advise District on best method of collecting missing data; and
- Publish data to the District's GIS mapping system so that staff will be able to:
    - Identify district infrastructure on GIS map; and
    - Store, retrieve, and update data on individual components that include location, based on lat/long

coordinates, manufactures data, installation data, and maintenance/repair data.

- Print maps;
- Save maps to formats such as PDF, JPEG, and PNG.

- Individualized training for North Beach Water staff to effectively use the GIS application.

Project Proposed Timeline

Phase one: 80 working days after "notice to proceed"

Phase two: 80 working days after "notice to proceed". Notice to proceed will not be delivered before January 1, 2015.

Project Proposed Budget

The proposed budget estimate is not to exceed the following amounts is as follows:

Phase 1	**$ 15,000**
	$ 5,000 - paid with notice to proceed
	$ 10,000 - paid at acceptance of completion of all work in phase one.
Phase 2	**$ 15,000**
	$ 5,000 - paid with notice to proceed
	$ 10,000 - paid at acceptance of completion of all work in phase Two.

Project Personnel

Mark Scott M.S. GISP

Education/ Certifications:

Geographic Information System Professional (GISP), 2009

Master of Science in Geography,

Portland State University, Portland Oregon - 2001

Bachelor of Science in Geology and General Science,

Portland State University, Portland Oregon - 1991

Mark Scott M.S. GISP,

P.O. Box 17, Ocean Park, WA, 98640

Phone (360) 607-0807

E-Mail: EVLERO@HOTMAIL.COM

ADOPTED BY the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 21th day of May, 2014.

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

Glenn Ripley, Commissioner
Position #3

State of Washington
NORTH BEACH
WATER DISTRICT
Est. 2006
Pacific County