

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION NO. 06-2012

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON,
ENTER INTO A SERVICE CONTRACT FOR THE READING OF
SERVICE METERS.**

WHEREAS, the Board of Commissioners of North Beach Water District approved the Request for Proposals for Meter Reading Services at their November 21, 2011 regular meeting; and

WHEREAS, Requests for Proposals were advertised, received, and evaluated by the District; and

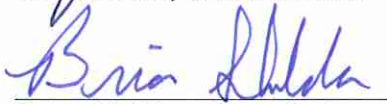
WHEREAS, The Board of Commissioners has determined that it would be advantages both financially and logistically to the District to contract with Metereaders LLC. to read all District service meters; now, therefore

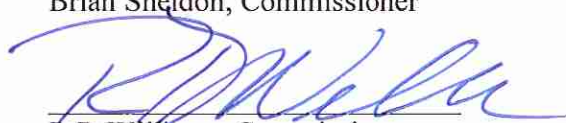
BE IT RESOLVED by the Board of Commissioners of North Beach Water District as follows:

The Board of Commissioners of North Beach Water District that the Service Contract between North Beach Water District and Metereaders LLC attached as Exhibit A to this Resolution, is approved and the General Manager is authorized to execute the agreement.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington, at its regular meeting held on the 16th day of January, 2012.


Gwen Brake, Commissioner


Brian Sheldon, Commissioner


R D Williams, Commissioner

SERVICES CONTRACT

THIS AGREEMENT is entered into on the date last below written between **NORTH BEACH WATER DISTRICT** (a Washington municipal corporation) ("District"), and **Metereaders, LLC.**, ("Contractor").

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

2. TERM OF CONTRACT

- A. The term of this Contract shall be from February 1, 2012 to February 1, 2013.
- B. Prior to the expiration of the term of this Contract, or any renewals or extensions thereof, the District may, in its sole discretion, renew the Contract for Four (4) additional one (1) year extensions upon the same terms and conditions.

3. PAYMENT

- A. The District shall pay the Contractor for such services:
 - 1. Payment will be \$ 0.79 per meter read less any administrative penalties.
 - 2. Payment for the total number of reads performed, less any administrative penalties, will be made to the Contractor by the last day of that month.
- B. The Contractor shall maintain time and expense records, which may be requested by District. The Contractor shall submit invoices to the District monthly for payment for work performed to the date of the invoice. All invoices must reference the District's contract or purchase order number. Invoices shall be in a format acceptable to District.
- C. The District shall pay all invoices from the Contractor by mailing a check or warrant within 30 days of receipt of a properly completed invoice.
- D. The Contractor shall keep all records and accounts pertaining to this Contract available for inspections by representatives of the District for a period of three (3) years after final payment. Copies shall be made available to the District upon request.
- E. If during the course of this Contract, the work performed does not meet the requirements set forth in this Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. The District shall have the right to withhold payment for such work until it meets the requirements of this Contract.

4. RESPONSIBILITY OF CONTRACTOR

- A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Warranty. The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment A. Where deficiencies or failure to appear or perform would cause delay or lack of service to the District, the District may elect to recover liquidated damages as specified in Attachment A.
- C. Nondiscrimination/Equal Protection. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor.
- D. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of District. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided or rendered herein, shall not be the obligation of the District.

5. COMPLIANCE WITH LAWS

- A. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract.
- B. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the District, in whole or in part, and may result in ineligibility for further work for the District.

6. TERMINATION OF CONTRACT

- A. The District may terminate this Contract and take possession of the premises and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor.

- B. In the event this Contract is terminated by the District, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment A is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the District in finishing the work, and all damages sustained by the District, or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the District to the Contractor. If the District's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the District and shall pay such difference to the District. Such expense and damages shall include all legal costs incurred by the District to protect the rights and interest of the District under this Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by the District of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the District under this Contract shall become the property of the District and shall be forwarded to the District upon its request.
- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the District or by court order.

8. CLAIMS

Any claim against the District for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the District within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the District for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The **General Manager** of the District, or designee, shall be the District's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

The Contractor shall protect, defend, indemnify and save harmless the District and its members, officers, employees and agents from any and all costs, claims, judgments or awards of damages,

arising out of or in any way resulting from the performance of this Contract or the negligent acts or omissions of the Contractor, except for injuries or damages caused by the sole negligence of the District. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Further, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, or its members, officers, employees and agents, the Contractor's liability under this paragraph shall be only to the extent of the Contractor's negligence. In the event the District incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the Contractor.

11. INSURANCE

The Contractor shall maintain insurance as set for in Attachment B.

12. PREVAILING WAGES

The Contractor shall pay prevailing wages as required by, and shall comply with, Chapters 39.12 and 49.28 RCW. If this Contract is for "public building service maintenance," the Contractor shall pay prevailing wages as required by RCW 39.12.020. The Contractor shall supply a statement of intent to pay prevailing wages prior to the first payment by the District and a statement of wages paid applicable to the work under this Agreement prior to the release of the retainage, if any. The State of Washington prevailing wage rates applicable to the work under this Contract are set forth at the website for the Washington State Department of Labor and Industries.

13. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither the District nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

14. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the terms of this Contract be an independent contractor and not an employee of the District.

15. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements,

either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of _____
_____, 2011.

CONTRACTOR

NORTH BEACH WATER DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address: _____

City/State/Zip: _____

Tax ID#: _____

Phone Number: _____

ATTACHMENT "A"

SCOPE OF WORK

The contractor must convey the meter information through a reciprocating electronic computer medium. The contractor read approximately of 2,400 meters per cycle. The contractor will only be responsible for reading meters and communicating with District staff regarding those meters and reporting visual anomalies. District staff will be responsible for all service requests and meter maintenance. To implement a smooth transition and maintain a cooperative working relationship, the awarded contractor shall be expected to perform the following.

1. Mutually develop a computerized medium through which a listing of meters to be read can be given to the awarded contractor and returned to the District with current reads. It is expected that this process will eliminate the need for District staff to generate a paper listing and manually input meter reads. Any meters not read in that timeframe will be considered a "misread" and subject to the penalty outlined in Penalty Clause below unless pre-approved by the District.
2. The awarded contractor shall pick up any updates to the cycle before reading that cycle.
3. The awarded contractor shall:
 - a. Follow the meter reading schedule provided by the District. This schedule is prepared on an annual basis (calendar year).
 - b. Contractor will be given a two-week notice if any of this information changes.
 - c. Accurately read each of the scheduled water meters; estimations will not be accepted. Provide the actual read dates even if the meter was read in advance or late relative to the schedule.
4. The awarded contractor shall read all meters listed, regardless if the meter is turned on or off. This includes making a reasonable effort to access meters that are inconvenient to read. In the case of inclement weather, the contractor will be expected to read meters as long as roads have been deemed safe for travel by Pacific County Public Works Department.
5. The awarded contractor shall note obvious problems, i.e., broken meters, dead meters, leakage, high consumption, etc., or meters not listed, and report to the District. The contractor will report to the District by the end of business day if any meter could not be read and the reason the meter could not be read. The Contractor will make a diligent effort to read all meters including but not limited to returning at a different time on the same day.
6. The awarded contractor, due to its visibility in the community, directly represents the District. Therefore, employees of the awarded contractor will conform to any dress code required by the District and conduct themselves in a manner that reflects the District in a professional way. Meter reading should take place between 7:00 a.m. and 6:00 p.m. Monday through Friday. Any exceptions to this schedule need to be pre-approved by the District.

7. The awarded contractor shall agree to keep confidential all information provided by the District or obtained by the awarded contractor through performance of reading meters.
8. **Penalty Clause:**
 - a. **Misreads.** A meter misread requiring a reread by District staff will be grounds for a warning. An administrative penalty of \$5 will be assessed for a second meter misread and each additional misread at a single location.
 - b. **Posting Error.** A posting error requiring a manual correction by District staff will be grounds for a warning. An administrative penalty of \$5 will be assessed for a second posting error and each additional error on a single account.

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Contract by the Contractor, its officers, employees and agents:

- A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 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.
- C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

Before commencing work and services, Contractor shall provide to the person identified in Paragraph 9 of the Contract a Certificate of Insurance evidencing the required insurance. The District reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The District and its members shall be named as additional insured's on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Contractor, and a copy of the endorsement naming the District and its members as additional insured's shall be attached to the Certificate of Insurance.

The insurance policies (1) shall 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) shall be primary insurance with regard to the District and its members; and (3) shall state that the District will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.