



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreements for Geographical Information System Consulting Services with Interwest Consulting Group, of Elk Grove (\$30,000); and Websoft Developers, Inc., of Davis (\$42,500)

MEETING DATE: February 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreements for geographical information system consulting services with Interwest Consulting Group, of Elk Grove, in the amount of \$30,000; and Websoft Developers, Inc., of Davis, in the amount of \$42,500.

BACKGROUND INFORMATION: On March 21, 2012, Council authorized Interwest Consulting Group (Interwest) to replace the City's outdated geographical information system (GIS) viewer with Environmental Systems Research Institute, Inc. (ESRI) software at a cost of \$35,475. This work allows more complex GIS functionality and is now the foundation for expanding department specific GIS capabilities.

On November 21, 2012, Council authorized the Electric Utility Department to initiate the first department specific GIS project since the viewer upgrade. This multi-phased project (costing \$72,000 for Phase 1) has ESRI consultants performing necessary tasks to implement GIS for Electric Utility operations. The project is intended to improve operational reliability and efficiency of the City's electrical distribution system.

The Public Works Department is proposing to expand GIS capabilities for wastewater operations by contracting with Websoft Developers, Inc., (Websoft) to perform GIS database design and integration of wastewater assets with the utility's existing computer maintenance and management software. This project will streamline utility operations and will be the foundation for implementing remote work order and asset management using mobile tablets. The cost to perform this work is \$42,500.

The work associated with implementing department specific GIS projects is very technical and specialized; and various consultants will be performing the work. In order to assure consistency in database design and department-wide access to non-sensitive GIS data, the GIS committee recommends the City contract with Interwest to provide oversight and support services for the various GIS projects. The annual cost to perform these services will be on an hourly basis not to exceed \$30,000.

FISCAL IMPACT: Implementation of GIS will improve operational reliability and environmental compliance within the wastewater utility. The oversight and support services will maintain the integrity of City-wide GIS system operations as department specific projects are implemented.

FUNDING AVAILABLE: Funding for the Websoft contract (\$42,500) is budgeted and available in the Wastewater Operations fund. Funding for the Interwest contract (\$30,000)

APPROVED: _____


 Konradt Bartlam, City Manager

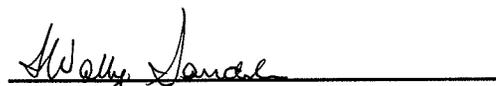
Adopt Resolution Authorizing City Manager to Execute Professional Services Agreements for Geographical Information System Consulting Services with Interwest Consulting Group, of Elk Grove (\$30,000); and Websoft Developers, Inc., of Davis (\$42,500)

February 20, 2013

Page 2

will be expended on an as-needed basis from department operating accounts as specific work is performed.


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director

FWS/CES/pmf

cc: Charles E. Swimley, Jr., Engineer/Deputy Public Works Director

Gary Wiman, Construction Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for On Call GIS Technology Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on March 1, 2013 and terminates upon the completion of the Scope of Services or on February 28, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

INTERWEST CONSULTING GROUP

By: _____



By: _____

Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012

**CITY OF LODI, CA
GIS STEERING COMMITTEE**

January 30, 2013

SCOPE AND QUOTATION FOR :

ON CALL GIS TECHNOLOGY SERVICES

Introduction

This proposal includes the cost for On Call GIS Technology Services. The City can immediately begin utilizing Interwest GIS support for known GIS projects and training needs. Additionally Interwest will work with City staff to identify any priority recommendations to be included in future requests for service..

As part of this on call GIS service contract Interwest will provide system updates to the Geocortex software as needed. When Latitude Geographics releases upgrades to that are needed to support the Lodi GIS viewers, Interwest will implement them at no cost to the city.

Scope of Services

On call Services- - Interwest will provide ongoing GIS Technology support to the city as needed to further the growth of the city's GIS program. At the request of the City, Interwest will provide strategic support and technical implementation in support of the City's GIS. The tasks to be included in these on call services shall relate to the following areas of service:

- Strategic Support and Planning
- Infrastructure and System administration
- Data maintenance and development
- Project Management of GIS projects and GIS integration.
- GIS Viewer expansion and modifications
- Geocortex software Administration
- Database, Server and Network Consultation
- GIS Training

Cost

Title	Hourly Rate
GIS Project Manager	\$120
Sr. GIS Analyst	\$105
GIS Analyst	\$85
GIS Technician	\$55
Database/Network Engineer	\$105

On Call GIS Services	Not to Exceed
	<u>\$30,000</u>

Request for Services

Interwest will provide a simple request template that can be submitted by email. The city shall designate a representative(s) that will authorize the request for services. For ongoing or repetitive tasks a single request for service can be submitted specifying the regular needs. (i.e. monthly webmap updates).

Invoicing

Interwest will complete the request for services and submit a monthly invoice. This will be tracked against the not to exceed amount. When the remaining balance is below \$5,000 Interwest Accounting will provide an alert regarding the remaining balance.

Ongoing Support

If custom applications or processes are created during the on-call service period, Interwest will provide an additional 30 day warranty after the on-call service agreement ends. As such our staff will provide remote support (phone and/or remote login) to repair the application or process as needed to ensure its stability. After the 30 day warranty period, support of custom applications and processes will be billed hourly.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|-------------------------------------------|----------------------------------------------|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$1,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Websoft Developers, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Geographical Information System (GIS) geodatabase design of wastewater assets and integration of CarteGraph computer maintenance management software for wastewater infrastructure (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on March ____, 2013 and terminates upon the completion of the Scope of Services or on May 15, 2013, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

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The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Larry Parlin

To CONTRACTOR: Websoft Developers Inc.
 2020 Research Park Drive, Suite 140
 Davis, California, 95618
 Attn: Sean Dingman

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

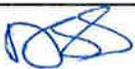
ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: Websoft Developers

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: 170401.7323
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012



January 29, 2013

Larry Parlin
Deputy Public Works Director
City of Lodi
1331 S Ham Lane
Lodi, CA 95242

Subject: Sewer asset geodatabase design, implementation, and Cartegraph integration

Larry:

Websoft Developers, Inc. (Websoft) is pleased to present this proposal to the City of Lodi (City) to provide a unified geodatabase for the City's sewer assets that will be integrated with the existing Cartegraph Computerized Maintenance Management System (CMMS) and Geocortex web-based map viewer. The scope of work below will describe the deliverables in more detail.

SCOPE OF WORK

Task 1. Geodatabase Design and Creation

The goal of this task is to create a geodatabase for the City's Sewer Assets that will eliminate the need for multiple data repositories and allow for the implementation of the City's Cartegraph CMMS. Unless otherwise noted, all work will be performed off-site and Websoft will require remote access to the City's Cartegraph and ArcGIS servers.

Subtask A: Investigation

In this task, Websoft will investigate the City's current SDE geodatabase which is currently being used to drive the City's Geocortex web mapping viewer. Websoft will spend two days interviewing the various data stakeholders including engineering, maintenance, and IT to determine their needs with regards to a unified sanitary sewer geodatabase. Websoft will review existing data from all providers of information in support of GIS including:

- Creation methodologies
- Workflows
- CAD drawings
- GIS map layers
- Associated spreadsheets and databases



Websoft will assess this information within the context of the following:

- City's 1 year strategic direction and 5 year goals
- City's GIS consumer data needs
- Currently GIS data status and accuracy
- Current GIS hardware and software capabilities and future needs
- GIS supporting information requirements
- GIS workflow and asset creation workflow

During this investigation, Websoft will determine how the City plans to do the following:

- Update GIS databases with as-built data
- Produce standard and custom map products
- Integrate computer-aided design (CAD) drawings into the GIS environment
- Integrate with other enterprise systems, such as Maintenance Management, document management, and customer information systems (CISs)
- Analyze installed network for capacity planning and capital improvement projects
- Manage operations activities, such as leaks, repairs, and inspections
- Integrate with the City's telemetry system (SCADA)

Websoft will also interview the various city-wide information stakeholders to determine the following:

- Infrastructure information needs
- Data linking needs (e.g., financial)
- Access requirements (security)

Subtask B: Geodatabase Design

Based on the investigation above, Websoft will determine how to transition the existing ArcSDE database to the ESRI Local Government Information Model for Sanitary Sewers. This model will be developed in SQL Spatial and contain a complete ESRI Geodatabase design for utilities GIS activities including:

- A geometric network to support the sewer system with a set of attribute domains for material type, diameter, pipe shape, material type (as well as others to be determined).
- A set of attributes for tying the sanitary sewer GIS system to the utilities work order management system

As part of this task, Websoft will implement the security system developed during the investigation phase to insure that only the required City users have the appropriate view, create, update, and delete privileges.



Subtask C: Geodatabase Creation, Normalization, and Importation

Websoft will use Safe Software's Feature Manipulation Engine (FME) to populate the newly created Geodatabase from the various sewer utility data sources. These sources include the existing sewer asset inventory as well as related Microsoft Access and Excel databases. By designing the scripts in FME, Websoft will be able to quickly make migration adjustments. This will allow rapid iteration to find the optimal translation between the existing environment and the newly created Geodatabase.

As part of this task, Websoft will normalize the data to conform with the newly created database. This will include creating domain (lookup) tables for selected attributes and normalizing existing data to fit these domains.

Task 2. Integration of CarteGraph/GIS

Websoft will ensure that CarteGraph and the ArcSDE Geodatabase are functionally and fully-integrated for the Public Works sewer utility. This includes providing technical guidance/support/debugging ensuring that both systems operate together without error. Part of this setup includes developing the appropriate work flows for the creation and editing of assets that relate to the utilities GIS and MMS systems. In addition, we will work with City staff to integrate functionality to geocode work orders based on physical location of asset location depending on the type of activity entered.

This integration will allow staff to create assets through the GIS interface that will automatically be entered into the MMS system. Furthermore, the integration will allow staff to do spatial analysis on maintenance activities and develop maps based on that analysis. The analysis and exhibits will be created in the CarteGraph GISDirector software.

In addition, Websoft will assist the City with the implementation of the CarteGraph Mobile and CarteGraph YourGOV Mobile solutions. We will provide assistance to the City to perform data translations or manipulation that may be required for the mobile solution and provide assistance to deploy the mobile solution including server configuration where necessary.

This task may, by its very nature, require ArcSDE modifications and iterations of Task 1 to be performed to insure proper integration between ArcSDE and the CarteGraph system. This iterative approach is included in the pricing of Task 1 and Task 2.



ESTIMATED FEE AND SCHEDULE

The proposed pricing is based on our understanding of the needs of the City of Lodi. Websoft will complete the above task within 60 days of notice to proceed. Websoft invoices on a monthly basis based on the work completed during the prior month. These prices are valid for 30 days. Invoices are due upon receipt with 10% of the total price available for hold-back until final-acceptance.

Table 1. Estimated Schedule and Fee

Task	Hours (Estimated)	Price
Task 1: Geodatabase Design and Creation	140	\$24,500
Task 2: Integration of CarteGraph/GIS	60	\$12,000
Task 3: Project Management	30	\$6,000
Total		\$42,500

Thank you for this opportunity to provide this quotation. Please contact me at 916.501.1590 should you have any questions about this proposal. We are excited about this project and look forward to working with you and your staff.

Sincerely,

Websoft DEVELOPERS, INC.

Sean Dingman

SJD:sjd



2013 Billing Rate Schedule
(Valid through December 31, 2013)

Position	Billing Rate, dollars per hour
Principal	205
Senior Application Developer	175
Senior Engineer	160
Senior Programmer/Designer	160
Application Developer	150
System Administrator	130
Technician	110
Assistant Engineer	110
Assistant System Administrator	85
Assistant Programmer	85
Assistant Technician	75
Junior Technician	55
Administrative	50

Outside services such as vendor reproductions, prints, shipping, and major WSD reproduction efforts, as well as engineering supplies, travel, etc. will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal rate.

Sub consultants will be billed at actual cost plus 10%.

A Finance Charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented, and to all employment categories including regular full-time, part-time, temporary, and contract personnel as defined in WSD's Employee Handbook.



Exhibit C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Each. Occurrence

\$2,000,000 Aggregate

\$1,000,000 Professional Liability
(Errors & Omissions) per Claim | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers and Employees as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2013-16

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENTS FOR GEOGRAPHICAL INFORMATION SYSTEM
CONSULTING SERVICES WITH INTERWEST CONSULTING GROUP,
OF ELK GROVE, AND WEBSOFT DEVELOPERS INC., OF DAVIS

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WHEREAS, on March 21, 2012, the City Council authorized Interwest Consulting Group (Interwest) to replace the City's outdated Geographical Information System (GIS) viewer with Environmental Systems Research Institute, Inc. (ESRI) at a cost of \$35,475; and

WHEREAS, on November 21, 2012, the City Council authorized the Electric Utility Department to initiate the first department specific GIS project (multi-phase) that will be utilizing the new GIS viewer capabilities; and

WHEREAS, the Public Works Department is proposing to expand GIS capabilities for wastewater operations by contracting with Websoft Developers, Inc. (Websoft) to perform GIS database design and integration with the utility's existing software (\$42,500); and

WHEREAS, various consultants will be performing the very technical and specialized work for the department specific GIS projects, and it is the recommendation of the GIS committee to contract with Interwest to provide oversight and support services for the various projects on an hourly basis (not to exceed \$30,000).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Professional Services Agreements for geographical information system consulting services with Interwest Consulting Group, of Elk Grove, in the amount of \$30,000, and Websoft Developers Inc., of Davis, in the amount of \$42,500.

Dated: February 20, 2013

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I hereby certify that Resolution No. 2013-16 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk