

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202412010


Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	AS Information Technology - IT GIS
Contract or Grant Administrator:	Perry Rice - IT Manager
Contractor's / Agency Name:	Bruce Harris & Associates, Inc.
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: 3.08.100 (>\$40K) Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): Historic RFP 17-42 Contract Cost Center: 507102	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 78,933.51 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Request authorization for the County Executive to enter into an agreement between Bruce Harris & Associates, Inc. and Whatcom County for professional services to assist with the upgrade of the enterprise geographic information systems (GIS) infrastructure in the amount of \$78,933.51	
Term of Contract: 8 Months	Expiration Date: 07/31/2025

Contract Routing:	1. Prepared by: P. Rice \ M. Pelela	Date: 11/20/2024
	2. Attorney signoff: <u>C. Bennett</u>	Date: 11/21/24
	3. AS Finance reviewed: <u>Bennett</u>	Date: 11/21/24
	4. IT reviewed (if IT related): P. Rice <u>PJR</u>	Date: 11/20/2024
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: <u>Boyer</u>	Date: 12-5-24
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: <u>Aly Penner</u>	Date: 12/5/24
	9. Original to Council: _____	Date: _____



MEMORANDUM

TO: Whatcom County Council
Satpal Singh Sidhu, County Executive

FROM: Perry Rice, IT Manager 

CC: Mike Pelela, GIS Supervisor

RE: Professional Services for Enterprise Geographic Information Systems Upgrade

DATE: November 20, 2024

Enclosed for your consideration is a proposed agreement between Bruce Harris & Associates, Inc. (BHA) and Whatcom County for professional services to assist with the upgrade of our enterprise geographic information systems (GIS) infrastructure.

▪ **Background and Purpose**

In 2017, Whatcom County issued RFP #17-42 for Land Records GIS Conversion and Automation and selected BHA. BHA successfully assisted the county in its transformation to use GIS to maintain and publish land records. During this project, BHA helped the county in the design, setup and configuration of our enterprise GIS server infrastructure. BHA also assisted with the design and implementation of the parcel fabric and addressing workflow along with automation scripts.

This agreement is for BHA to assist the county with the following projects to help Whatcom County keep our enterprise GIS systems up to date and fully supported:

- Upgrade to a newer version of the ArcGIS Enterprise software on three new servers
- Migrate the parcel fabric and addressing workflows from ArcGIS Desktop to ArcGIS Pro
- Update Python automation scripts

This is a sole source procurement since it is advantageous to have BHA assist the County in updating custom GIS models, workflows and scripts that they developed.

The enterprise GIS infrastructure is critical to daily operations in the Assessor's Office, Planning and Development Services, Public Works, Health and Community Services, Auditor's Office along other departments and the public.

▪ **Funding Amount and Source**

The maximum consideration for this agreement is \$78,933.51. Funding has been provided in 2024 Supplemental Budget #4563. Please contact Perry Rice at x 5235 if you have any questions or concerns regarding the terms of this agreement.

202412010

CONTRACT FOR SERVICES
Between Whatcom County and Bruce Harris & Associates, Inc.

Bruce Harris & Associates, Inc., hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions,	pp. 01 to 11,
Exhibit A (Scope of Work),	pp. A1 to A15,
Exhibit B (Compensation),	pp. B1 to B1,
Exhibit C (Certificate of Insurance),	pp. C1.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 6th day of December, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of July, 2025.

The general purpose or objective of this Agreement is for: Contractor to provide professional services to assist with the replacement and modernization of the County enterprise geographic information systems (GIS) infrastructure, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$78,933.51. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of December, 2024.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

CONTRACTOR:

BRUCE HARRIS & ASSOCIATES, INC:

B. Harris 11/22/24
 Bruce C. Harris, President

Address:
 21 N. River St., Batavia, IL 60510

WHATCOM COUNTY:

Recommended for Approval:

R. J. K. 11/21/2024
 IT Manager Date

Approved as to form:

C. Harris 11/21/24
 Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: Aly Pennucci
 Aly Pennucci
 Deputy Executive

12.5.24

Contract for Services
 GIS Infrastructure Replacement and Modernization

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained

by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will

not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Perry Rice
IT Manager
311 Grand Avenue, Suite #305
Bellingham, WA 98225

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Bruce C. Harris, President
Bruce Harris & Associates, Inc.
21 N. River St.
Batavia, IL 60510

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)



Bruce Harris
& Associates, Inc.

Contract to Provide
ArcGIS Enterprise, Parcel
Fabric and ETL Upgrades
to:

Whatcom County
Washington



Submitted by:
Bruce Harris & Associates Inc.
21 N. River Street
Batavia, Illinois 60510
630.761.0951
info@bruceharris.com

Date: November 21, 2024

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Scope of Work

Project Purpose

Whatcom County desires to upgrade the County's ArcGIS Enterprise from 10.6 to 11.3, parcel fabric and addressing workflow from ArcGIS Desktop to ArcGIS Pro, and Python scripts from 2.7 to 3.11. The result of this project will be an ArcGIS Infrastructure that will support the County's GIS goals.

The County will realize the following benefits by completing this project:

1. Upgrading to a newer version of ArcGIS increases performance, stability and security
2. Implementing new Esri technology such as the ArcGIS Enterprise portal allows the County to take advantage of new Esri tools, solutions and technology
3. BHA expertise and professional recommendations will be provided to the County staff on developing a best-practices implementation
4. Many Parcel Fabric users report substantial increases in efficiency/productivity
5. Better parcel history tracking
6. Improved script and workflow performance

Minimum Hardware and Software Requirements

ArcGIS Pro has significantly greater system requirements than ArcGIS Desktop. By ensuring that the recommended or even the optimal system requirements are met, the end users will have a much better user and editing experience.

BHA recommends reviewing the latest Esri documentation. These are currently available at:

<https://pro.arcgis.com/en/pro-app/latest/get-started/arcgis-pro-system-requirements.htm>

Esri is releasing new versions of the software continually, so BHA recommends reviewing the latest version of the documentation.

Server 1: Web Server with ArcGIS Web Adaptor

- 4 CPU cores
- 16 GB RAM
- Machine should exist in the DMZ where ArcGIS Web Adaptor(s) can be installed to proxy requests to the internal ArcGIS Server or Portal
- 100 GB drive space

Scope of Work

- Optional 100 GB* data drive, for static downloadable web content storage, e.g. images, PDFs, etc. *Allocated space for the additional data drive space depends on quantity and types of data. 100 GB is an initial value for resizable storage unless more precise information is available. If storage is fixed in size and cannot be expanded later, it would be advised to allocate more space in advance for future growth.

Server 2: GIS Server with ArcGIS Enterprise 11.3 (or newer)

- 8+ CPU cores
- 32-64 GB RAM (minimum to start, with the option to add more at a later time depending on usage)
- 250+ GB system drive
- 500GB+ data drive. *Allocated space for the additional data drive space depends on quantity and types of data. 500 GB is an initial value for resizable storage unless more precise information is available. If storage is fixed in size and cannot be expanded later, it would be advised to allocate more space in advance for future growth.

Server 3: Database Server with Microsoft SQL Server 2019 (or newer)

- 8 CPU cores
- 32-64 GB RAM
- 250 GB system drive
- 500 GB* data drive. *Allocated space for the additional data drive space depends on quantity and types of data. 500 GB is an initial value for resizable storage unless more precise information is available. If storage is fixed in size and cannot be expanded later, it would be advised to allocate more space in advance for future growth.

Server 4: Portal Server with ArcGIS Portal 11.3 (or newer)

- 8 CPU cores
- 32-64 GB RAM
- 250 GB system drive
- 1TB *Allocated space for the additional data drive space depends on quantity and types of data. 500 GB is an initial value for resizable storage unless more precise information is available. If storage is fixed in size and cannot be expanded later, it would be advised to allocate more space in advance for future growth.

Server 5: Processing Server (Optional)

- 8 CPU cores
- 32-64 GB RAM
- 250 GB system drive

Scope of Work

- 3TB *Allocated space for the additional data drive space depends on quantity and types of data. 500 GB is an initial value for resizable storage unless more precise information is available. If storage is fixed in size and cannot be expanded later, it would be advised to allocate more space in advance for future growth.

Software licenses required on premises, provided by the County

- Three (3) Microsoft Windows Server Standard or Datacenter (or newer), with updates
- Microsoft SQL Server 2019 Standard (or newer) with updates - 8 core license
- Esri ArcGIS Enterprise 11.3 (or newer) Standard or Advanced - 8 core license
- Esri ArcGIS Pro 3.3 Standard or Advanced, Single or Concurrent Use

Pre-deployment Checklist

The following list of requirements must be in place prior to BHA starting the infrastructure deployment project:

- The servers can connect to the internet so that software can be downloaded and authorized and a Certificate of Authority can be reached.
- Whatcom IT will provide BHA with escorted remote access to the machines.
- A domain account with Administrator Group access on all machines in the current and future Enterprise GIS deployments (ex: BHA_admin).
- A domain account to be used specifically to run ArcGIS Server. It should have the same level of access as the domain account on ArcGIS Enterprise machines.
- Any geodata that needs to be migrated should be accessible using the ArcGIS Server domain accounts.
- Dataset names, paths, databases and connection credentials should be compiled and provided to BHA.
- Escorted remote access to login into any current GIS servers and GIS-supporting servers when data and/or configurations require migration to new machines or if upgrades are to be performed in place.
- ArcGIS Server accounts require sysadmin-level access to geodatabases and the SQL database where the GIS data resides.
- Setup SQL backups on existing databases consistent with organizational standards if they aren't already.
- GIS software license(s) should be provided via email or alternatively left in a known and accessible path on one of the GIS machines or shares.
- Each Web Server where ArcGIS Web adaptors will be installed in the deployment should have an FQDN verifiable by a commercial Certificate of Authority (ex: DigiCert or GoDaddy). Wildcard certificates work well provided that the server is listed as a subdomain in the SAN. Alternatively, an internal Certificate of Authority can be used for all machines except the web server.

Scope of Work

- ArcGIS Enterprise requires a variety of ports to be open so its components can communicate. See additional information <https://enterprise.arcgis.com/en/enterprise/latest/install/windows/web-port-redirect.htm>
- License numbers or a license file for ArcGIS Server and any extensions should be acquired from my.esri.com and provided to BHA for the project.
- Setup machine backups consistent with organizational standards. Provide BHA with information regarding the backup schedule.
- If using software like Sophos Lockdown, Crowd Strike, or another application/policy that prohibits executables from running, disable until deployment has been completed. Also, if the machine has an overly active security software suite that regularly utilizes a large percentage of CPU when installers run, consider turning it off for the installation.
- The machines should have a modern browser(s) installed such as Edge, Chrome or Firefox.
- BHA and Whatcom IT will consider a single-use install of ArcGIS Pro to support any changes that might be needed to support the functionality of existing Extract Transform and Load (ETL) scripts in ArcGIS Enterprise 11.3 (Python 3.11). BHA cannot warrant ETLs where ArcGIS Pro (which supplies the python environment) is licensed using Named User or Concurrent licensing.
- Provide BHA with contact information for GIS administration and IT administration staff involved in the project.
- County IT will assist with Active Directory integration with ArcGIS Enterprise 11.3 authentication services.
- Provide any known information about map services that will be heavily requested with some recent metrics, if available.
- Limit ciphers on the web server to exclude any deprecated and/or dangerous ones. The IISCrypto app works well for this. See more information at <https://www.nartac.com/Products/IISCrypto/>

Project Management

In order to assure project performance, BHA will assign a Project Manager. The Project Manager will assist with the following:

- Schedule a series of meetings/discovery sessions
- Provide regular reporting updates to track and analyze progress
- Assign a project schedule
- Draft comprehensive planning documentation
- Report change requests and impacts on the project schedule

Scope of Work

Reporting

The Project Manager will provide monthly progress reports that outline the status and overall completion of each task. The progress report will also identify any risks or issues that will impact the project performance and document and change requests by Whatcom County that could delay the project schedule. Once the final deliverable has been accepted BHA will send Whatcom County a sign off form to document the project completion.

Scheduling

The Project Manager will develop an initial project schedule once the contract is signed. A detailed project schedule will be drafted once all project details have been finalized. This generally occurs after the project kickoff meeting and/or final discovery meeting. Schedule delays due to Whatcom County change requests will be documented in the monthly progress report.

Technical Meetings

BHA will initiate the project through a series of virtual meetings to keep Whatcom County up to date and assure the project meets Whatcom County's expectations. As part of the project initiation, a project kick-off meeting will be held. After completion of the kick-off meeting, BHA will organize additional discovery meetings, as needed. BHA may also schedule technical meetings with Whatcom County, to review project updates and to address questions and options. Upon completion of the project, BHA will participate in a project closeout meeting to review the project as a whole.

During the project kickoff meeting the following topics will be covered:

- Project team introductions
- Project communication
- Review of the County completed Pre-deployment Checklist - Use the following link to submit the questionnaire before the project kickoff meeting
https://form.asana.com/?k=4hMEQE_24yflQw1dsaCiCw&d=355736479657003
- Discussion of the change management process
- Current and proposed GIS infrastructure
- Review of any current issues/bottlenecks
- Review of client goals
- Identification of dependencies, if any

Scope of Work

Scope of Work and Deliverables

Project 1 - Enterprise Deployment 11.3

BHA will collaborate with Whatcom IT County staff to set up ArcGIS Enterprise 11.3 on the new machines. The new installation, configuration, and migration will run in parallel with the existing 10.6 Enterprise, until testing is completed and the County is ready to decommission the old machines.

Task 1.1 Set up remote access to the County's servers

Whatcom County will provide BHA with escorted remote access to the GIS server(s) via BHA's Datto remote access client, or an alternate remote access method approved by BHA.

Task 1.2 Communications Management Plan

The Communications Management Plan will serve as a guide for project communication. In general, the Communications Management Plan may cover:

- Stakeholder directory
- Project governance
- Key roles and responsibilities
- Communication delivery requirements
- Content requirements for key communications

Task 1.3 Development of GIS Infrastructure Diagram

BHA will develop a GIS infrastructure diagram of the infrastructure to be implemented in Phase 3. The plan will include the following:

- Overall system architecture
- Identification of recommended servers
- Server network connectivity requirements
- Location of ArcGIS software components

Task 1.4 GIS Infrastructure Diagram Review and Revision

BHA and Whatcom County IT staff will review the hardware/software requirements of the County's server(s). BHA will provide recommendation(s) based on best practices.

Upon completion of Task 2.1, Whatcom County will have a two-week review period to provide feedback to BHA staff on the changes required. If any changes are required, the cycle will repeat.

Task 1.5 Software Installation and Configuration

BHA will collaborate with County IT to install and configure the following software on the County's hardware:

- ArcGIS Pro (required for configuration and administration)
- ArcGIS Enterprise (GIS Server, Portal, Data Store)
- Install and configure ArcGIS Web Adaptor(s) (x3) on the web server

Scope of Work

- Lockdown Ciphers on the web server
- ArcGIS License Manager install
- Add/configure new users in Portal for ArcGIS (x3)
- Configure SSL for ArcGIS Server
- Configure SSL for Portal for ArcGIS

Task 1.6 Software Configuration

BHA will be responsible for configuring the following software on the County's hardware:

- Creation of Enterprise Geodatabase(s) in SQL Server
- Configuration of ArcGIS Enterprise for Map Publishing
- 3 Published Map Services
- Setup SQL Server backups, or provide recommendations on how to incorporate them into an existing backup solution
- Set up backups of GIS data or configurations not within the SQL Server

Task 1.7 Data Migration

Once the software is configured, BHA will coordinate with Whatcom County to migrate the existing geodata. BHA will complete the following:

- Create an Enterprise geodatabase on a pre-established SQL instance
- Copy data from source locations to the new geodatabase(s)
- A maximum of 3 geodatabases
- No more than 20 feature classes, geopackages, or shapefiles
- BHA will work with the County to resolve any conflicts that may arise from redundant feature names
- Configure 3 database roles: Admin, Editor, and Viewer
- Assign roles to up to 20 feature datasets or feature classes
- Assign up to 10 users for each role
- Draft migration documentation that identifies source data names and paths, target data names and paths, and any specific migration notes

Task 1.8 ArcGIS Infrastructure Testing

BHA and Whatcom County will test the new ArcGIS Infrastructure to ensure that the project goals and objectives have been met. The County staff will be responsible for providing BHA feedback in written format for any deficiencies found. This feedback will be provided to the BHA Project Manager. Upon collection of all feedback, BHA will resolve the issues and/or conduct a meeting to review the County's feedback.

Task 1.9 Documentation

BHA will provide Whatcom County with documentation at the end of the project which includes a list of data migrated and their file paths, as well as any details unique to the data migration.

BHA Responsibilities

- Schedule and conduct discovery meeting(s)

Scope of Work

- Review the Pre-deployment Checklist responses with Whatcom County
- Develop a project schedule
- Draft a Communications Management Plan
- Conduct GIS infrastructure meetings
- Install and configure the GIS software
- Migrate the data
- Configure and assign database roles

Whatcom County Responsibilities

- Complete the tasks outlined in the Pre-deployment Checklist
- Provide BHA with the details requested in the Pre-deployment Checklist
- Participate in project discovery and technical meetings
- Provide escorted remote access to County servers
- Standing up the servers/virtual machines, including: installation of the operating system, SQL Server, SQL Server Management Studio (SSMS) and any dependencies
- Create and configure backup media location
- Configure the server for remote access so it can be seen and used by others
- Acquire and configure Certificates of Authority on the web server and database server
- Manage the DNS configuration
- Manage the firewall configuration
- Setup administrative users
- Setup of database maintenance plans
- Participate in GIS infrastructure meetings
- Review and approve the GIS infrastructure diagram
- Plan for database backups once the deployment is complete
- Review and approve GIS deployment

Assumptions

- Meetings will occur via virtual meeting
- This is an Enterprise upgrade from 10.6 to 11.3 (or newer) with the new Enterprise running in parallel on new machines
- Data is easily accessible and source data paths are provided by Whatcom County
- Data Migration Assistant can be used to migrate the data from the old to the new machines

Deliverables

- GIS infrastructure diagram
- GIS infrastructure configuration
- Deployment documentation
- Add collaboration between Portal and ArcGIS Online

Scope of Work

Project 2 - Upgrade to ArcGIS Pro Parcel Fabric

BHA will upgrade the County's parcel fabric from ArcGIS Desktop to ArcGIS Pro.

Task 2.1 Data Collection & Review

BHA staff will work with Whatcom County staff to collect and review all source materials required for this project. This will include:

- Input Parcel Fabric Database
 - A copy of Whatcom County's primary working database which is currently used to maintain parcels
 - Any other pertinent datasets the County would like to have incorporated alongside the parcel fabric

Task 2.2 Data Model Configuration and Initial Preparation

During this task, BHA will finalize a strategic plan to carry out the upgrade and finalize a data model that will house the deliverable parcel fabric for ArcGIS Pro.

The following measures will likely be run on the existing Desktop Parcel Fabric as a means to apply front-end data preparation:

- Review for insignificant and possibly outlying features, based on shape area
- Run Inconsistent Records Check to find missing fabric components
- Assign Parcel Fabric Types as part of the Pro data model & Evaluate data that is currently part of an outlying or undesired type (may require Whatcom County's discretion)
- Regenerate all parcels to maximize connectivity

BHA will work with the client to preserve any ancillary data maintained in Whatcom County's working database that typically does not fit into a parcel fabric. Examples of ancillary data include:

- Road centerline data
- Annotation data (GIS Text)
- Political or jurisdictional district data
- Hydrological or natural features data

Task 2.3 Stand Up Branch Versioning

Branch versioning is an optional editing and versioning geodatabase that works within the ArcGIS Enterprise to:

- Allow multi user concurrent editing on the same feature class
- Track database changes without overwriting published data

BHA will configure Whatcom County's software to support branch versioning. BHA will also register a dataset as branch versioned as part of the scope of the project.

Scope of Work

Task 2.4 Fabric Upgrade

During this phase of the project, BHA will use the existing Desktop fabric as an input to the Fabric Upgrade Geoprocess

- A feature dataset in the upgraded database is built to house the upgraded fabric
- The upgrade process creates a pro-compatible parcel fabric
- Parcel Types are created based on the various types in the desktop fabric that have tangible data for the types (e.g. Tax Parcel, Lot, Subdivision, Section, etc)
 - Polygon feature classes are created for each parcel type
 - COGO line feature classes are created for each parcel type
 - Lines and polygons from the existing parcel fabric are distributed by way of loading to their respective type datasets
- A topology is created
- Topology rules are instilled for each parcel type
- Data in the Plans table of the existing parcel fabric is converted to record polygons which take on the collective geometry of the parcels that are associated with each record
- Relationship classes are created which provide the ability to link lines and polygons to their respective record polygons

Task 2.5 Fabric Validation and Cleanup

Data in the output database is put through some post-migration validation checks to ensure that the geometries are following the overall business rules of the database and have no major blemishes that are detrimental to the data quality

- The topology is validated and errors are fixed
- Gaps and Overlaps are analyzed and fixed, if necessary

Task 2.6 Non-Fabric Database Loading

BHA staff introduces the other features of the input Parcel Fabric database to the deliverable.

- Add datasets and other objects held in the Desktop database
- Annotation datasets are upgraded so they can be edited in ArcGIS Pro

Task 2.7 Data Finalization and Quality Control

Final steps are applied to quality control the deliverable database.

- Simulated editing checks are applied to ensure the ArcGIS Pro parcel tools work properly
- Visual checks are applied over the data
- ArcGIS Pro Project (.aprx) is configured for end user readiness
- Deliverable is packaged up and sent out for user acceptance

Task 2.8 User Acceptance Testing (UAT)

Whatcom County will conduct a UAT cycle for system review once the data has been delivered. Whatcom County will have 10 business days, beginning upon the delivery date, to complete their review and provide feedback. The feedback will be captured in a mutually agreed upon

Scope of Work

format. Fixes will be completed in bulk. Whatcom County will be notified when updates are available. After the first revision, the task will enter a final 5 day review period. The cycle will repeat until all fixes are made.

BHA Responsibilities:

- Conduct project kick-off and project planning meetings
- Review the source data with Whatcom County
- Internally provide all hardware and software required to complete the conversion
- Review deliverables with Whatcom County staff to ensure project goals were met

Whatcom County Responsibilities:

- Provide source data required free of charge
- Participate in project planning meetings and provide feedback
- Provide BHA access to the server or machine where ArcGIS Pro is installed
- Review deliverables with BHA staff to ensure project goals are met
- Conduct UAT

Deliverables:

- Completed geodatabase model in file geodatabase referenced to the Washington State Plane North NAD 83 Coordinate System (or other mutually agreed upon coordinate system)

Project 3 - Upgrade Extract, Transform & Load (ETL) from Python 2.7 to 3.11

BHA will upgrade the following list of ETL from Python 2.7 to 3.11, where reasonable modular functional compatibility exists between Python 2.7 and 3.11:

- Server Config BU (WCGISPROD1)
- Server Config File Cleanup (WCGISPROD1)
- SQL Maintenance and Exporting (WCSQL2012)
- Export to WCGISPROD1\DIWC_EGIS\GeoData\SDEProductionExport.gdb, Aggregate, Join and Project
- APM2_4.py
- Address ETL Export to WCGISPROD1\DIWC_EGIS\GeoData\EnerGovAddress.gdb, Creates EnerGovAddress Join, Concatenate Address Points & OSS IDs, and Loads to WCSQL2012\GIS_PROD WC_LGIM
- AddressETL Stop, Rebuild, Start Geocoding Services
- EnergovSQL SDE Maintenance
- EnergovSQL Prod Backup Public Restore
- Spillman Geovalidation Refresh
- URLAdderSubdiv.py
- Email Failure Notifications

Scope of Work

Assumptions:

- Whatcom County has a single use ArcGIS Pro license secured for ETL automation

Deliverables:

- Updated automation in Python 3.11
- ETL Documentation

Project 4 - Training and Technical Support

We believe that the most effective way to train Whatcom County participants on the use of the new system is to conduct training sessions for typical workflow-based operations. BHA will work with Whatcom County staff to ensure that adequate hardware, software, and tools for the training sessions are in place and tested within two weeks of the planned training date.

77 hours will be available to the County to be used towards the migration of the addressing workflow to ArcGIS Pro and any remaining hours can be used for ArcGIS Pro Parcel Fabric training and Enterprise 11.3 technical support. Training and technical support requests will be scheduled through the Project Manager. The training and support hours will be available for use by Whatcom County for up to 90 days post project completion.

BHA Responsibilities:

- Assist with the migration of the addressing workflow to ArcGIS Pro
- Conduct training and technical support

Whatcom County Responsibilities:

- Provide all hardware and software for the training environment

Assumptions

- Meetings will occur via virtual meeting

Deliverables:

- **77 hours** of training and technical support for the migration of the addressing workflow to ArcGIS Pro and any remaining hours can be used for ArcGIS Pro Parcel Fabric training and Enterprise 11.3 technical support

Project Length and Cost

The projects outlined in this contract will generally take **8 months** from the time the project has been scheduled. BHA's cost to provide the work and services identified in this contract is **\$78,933.51**.

Scope of Work

Project	Hours	Cost
Project 1 - Enterprise Deployment 11.3	102	\$24,470.00
Project 2 - Upgrade to ArcGIS Pro Parcel Fabric	125	\$15,871.29
Project 3 - Upgrade Extract, Transform & Load (ETL) from Python 2.7 to 3.11	141	\$22,321.07
Project 4 - Training & Technical Support	77	\$16,271.15
Total	445	\$78,933.51

The hourly rates used to derive the cost of each project are based on the following rate schedule:

Position Title	Hourly Rate
GIS Data Technician	\$128.75
Project Manager and GIS Consultant	\$154.50
GIS Analyst/Programmer/Developer	\$190.55
Senior GIS Analyst/Vice President	\$202.15

Prices provided in this contract will be valid for one-hundred and twenty (120) days from the date of this contract, unless otherwise extended.

Terms of Contract

Terms of Contract

1. It is agreed between Bruce Harris & Associates, hereinafter called "Contractor," and Whatcom County hereinafter called "the Client," that all work and services as described in the Scope of Work in this contract will be completed within 8 months from the project kick off meeting.
2. It is agreed that the Contractor will be paid by the Client \$78,933.51 (Seventy-eight thousand nine hundred thirty-three dollars and fifty-one cents) as compensation for the work and services outlined within this contract.
3. The Contractor will forward a sign off form to the Client to document completion of each milestone or project. The Client will have 5 business days to review, sign, and return the form as approved or approved with conditions. Upon approval, it is agreed the Client will pay the Contractor for each milestone or project, as follows:

Project	Cost
Project 1 - Enterprise Deployment 11.3	\$24,470.00
Project 2 - Upgrade to ArcGIS Pro Parcel Fabric	\$15,871.29
Project 3 - Upgrade Extract, Transform & Load (ETL) from Python 2.7 to 3.11	\$22,321.07
Project 4 - Training & Technical Support	\$16,271.15
Total	\$78,933.51

4. During the term of the contract, the Contractor will submit monthly reports detailing the work that has been completed or in progress. The Client agrees to pay all reasonable invoices within 30 days of receipt.
5. It is agreed that if the Contractor fails to fulfill the contract requirements, the Client reserves the right to cancel this contract with cause, at any time during the period of the contract. In the event the Client cancels this contract with cause, it is agreed the Contractor will have 30 days to gather and return any data that is the property of Whatcom County and will be paid the fair value for the services rendered prior to notice of cancellation from the Client. Fair value will be based on the hours documented on employee time sheets. The hourly rate will be calculated at the rate of \$190.55 (One hundred ninety dollars and fifty-five cents) per hour and will not exceed \$78,933.51.
6. Neither party may assign this contract without the prior written consent of the other.
7. This contract shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Washington.

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for the initial term of this agreement for consulting services shall not exceed \$78,933.51.

This is a fixed price agreement and all payments will be made upon acceptance of project milestones as identified below and as described in the Scope of Work in Exhibit A. Contractor's fixed pricing was developed using the following hourly rates:

- GIS Data Technician \$128.75
- Project Manager and GIS Consultant \$154.50
- GIS Analyst/Programmer/Developer \$190.55
- Senior GIS Analyst/Vice President \$202.15

Contractor services will all be remote and no travel expenses will be incurred.

Whatcom County Contract Number shall be included on all billings or correspondence in connection with this agreement. Payment will be made upon receipt of a properly prepared invoice from the Contractor subsequent to completion of the payment milestone.

Payment	Milestone	Estimated Hours	Total Cost	Sales Tax 0.09	Total Due	Milestone
1	Project 1 - Enterprise Deployment of ArcGIS 11.3	102	\$24,470.00	N/A	\$24,470.00	Due Upon Completion and Acceptance of Project 1.
2	Project 2 - Upgrade to ArcGIS Pro Parcel Fabric	125	\$15,871.29	N/A	\$15,871.29	Due Upon Completion and Acceptance of Project 2.
3	Project 3 - Upgrade Textract, Transform & Load (ETL) from Python 2.7 to 3.11	141	\$22,321.07	N/A	\$22,321.07	Due Upon Completion and Acceptance of Project 3.
4	Project 4 - Training & Technical Support	77	\$16,271.15	N/A	\$16,271.15	Due Upon Completion and Acceptance of Project 4.
	Total	445	\$78,933.51	N/A	\$78,933.51	

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum-Halsted Agency, Inc. 427 N Kirk Rd Suite 113 Geneva IL 60134		CONTACT NAME: Caramie Munch PHONE (A/C, No, Ext): (630) 443-7300 FAX (A/C, No): (630) 587-9826 E-MAIL ADDRESS: caramie.munch@onedigital.com																					
INSURED Bruce Harris & Associates Inc 21 N River St Batavia IL 60510		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>CNA Insurance Co.</td><td></td></tr><tr><td>INSURER B:</td><td>Pie Insurance Services, Inc</td><td>21857</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CNA Insurance Co.		INSURER B:	Pie Insurance Services, Inc	21857	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B6020911144	01/14/2024	01/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B6020911144	01/14/2024	01/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B6020911144	01/14/2024	01/14/2025	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000 \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC620911130	01/14/2024	01/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Cyber Liability			PLM-PR-03YDRLRGM	06/24/2024	06/24/2025	General Aggregate \$1,000,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION


Whatcom County 311 Grand Avenue, Suite 305 Bellingham WA 98225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Thudon A. Roseman</i>

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MEMORANDUM

TO: Whatcom County Council
Satpal Singh Sidhu, County Executive

FROM: Perry Rice, IT Manager 

CC: Mike Pelela, GIS Supervisor

RE: Professional Services for Enterprise Geographic Information Systems Upgrade

DATE: November 20, 2024

Enclosed for your consideration is a proposed agreement between Bruce Harris & Associates, Inc. (BHA) and Whatcom County for professional services to assist with the upgrade of our enterprise geographic information systems (GIS) infrastructure.

▪ **Background and Purpose**

In 2017, Whatcom County issued RFP #17-42 for Land Records GIS Conversion and Automation and selected BHA. BHA successfully assisted the county in its transformation to use GIS to maintain and publish land records. During this project, BHA helped the county in the design, setup and configuration of our enterprise GIS server infrastructure. BHA also assisted with the design and implementation of the parcel fabric and addressing workflow along with automation scripts.

This agreement is for BHA to assist the county with the following projects to help Whatcom County keep our enterprise GIS systems up to date and fully supported:

- Upgrade to a newer version of the ArcGIS Enterprise software on three new servers
- Migrate the parcel fabric and addressing workflows from ArcGIS Desktop to ArcGIS Pro
- Update Python automation scripts

This is a sole source procurement since it is advantageous to have BHA assist the County in updating custom GIS models, workflows and scripts that they developed.

The enterprise GIS infrastructure is critical to daily operations in the Assessor's Office, Planning and Development Services, Public Works, Health and Community Services, Auditor's Office along other departments and the public.

▪ **Funding Amount and Source**

The maximum consideration for this agreement is \$78,933.51. Funding has been provided in 2024 Supplemental Budget #4563. Please contact Perry Rice at x 5235 if you have any questions or concerns regarding the terms of this agreement.

