

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-89**

**AUTHORIZING CONTRACT AND APPROVING FUNDS TO IMPLEMENT ESRI GIS
SERVICES FOR THE VILLAGE OF WINDSOR**

WHEREAS, the Windsor Utilities has included in the 2018 Annual Budget, financing for implementation of ESRI GIS Services for the Utility Department; and

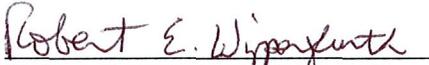
WHEREAS, the Village Board has included in the 2019 Annual Budget, financing for implementation of ESRI GIS Services for the Planning, Zoning and Development Department; and

WHEREAS, Baxter & Woodman, Inc., has provided a proposal, dated July 31, 2018 in an amount, not to exceed of \$26,000 for the implementation of ESRI GIS Services;

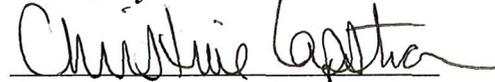
NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor, the Village Attorney, Village President and Village Staff are authorized to negotiate and execute a contract with Baxter Woodman, Inc., to implement ESRI GIS Services for the Village of Windsor, in an amount not to exceed \$26,000; and

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on October 10th, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Baxter & Woodman, Inc. Proposal dated July 31, 2018

July 31, 2018

Jamie Rybarczyk
Deputy Administrator | Director of Economic Development
Village of Windsor
4084 Mueller Rd., DeForest, WI 53532

Subject: Village of Windsor – GIS Development and Implementation

Dear Mr. Rybarczyk:

The Village of Windsor would like to implement a fully functioning Geographic Information System (GIS) utilizing Esri's industry leading software, ArcGIS Online (AGOL). AGOL will provide the Village with easy to use applications and powerful tools to make collecting and accessing geographic information easy. With ArcGIS Online's powerful mapping tools, visualization and analysis of your data for decision-making purposes will be made easy. ArcGIS Online will also pave the way for future GIS expansion and growth through its dynamic and continually expanding platform. The vision of Esri for ArcGIS Online is to provide easy to use applications that are designed to improve workflows and grow with the needs of the user. With this implementation, our team will help you take the next steps to get the most out of your geographic information.

Based on the Village's identified needs and overall priority list document dated May 15, 2018 and the subsequent planning meeting we have prepared a scope of services and fee to complete these tasks.

VILLAGE OF WINDSOR UTILITIES

1. PROJECT MANAGEMENT AND OVERSIGHT- Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Coordinate with the Village staff and project team to ensure the goals of the Project are achieved.
2. INITIAL DATA AND BASEMAP DEVELOPMENT AND CONFIGURATION
 - A. Consolidation and organization of existing Village GIS data and information for use in the developed mapping applications.
 - B. Coordinate with Dane County to obtain and incorporate the County provided GIS basemap data layers.
 - C. Enterprise Geodatabase creation, configuration, and development.
 - D. Import organized Village and County datasets.
3. ARCGIS ONLINE ORGANIZATION ACCOUNT SETUP & CONFIGURATION
 - A. Coordinate with Esri to initiate Village ArcGIS Online Organizational Account.
 - B. Purchase two (2) Esri ArcGIS Online Level 2 (Editor) Entitlements (\$500 / year / entitlement) and one (1) Esri ArcGIS Online Level 1 (Viewer) Entitlement (\$100 / year)
 - C. Activate named user entitlements.

- D. Organize content directories.
 - E. Configure users and roles.
 - F. Purchase one (1) mobile tablet device for data collection and management. Configure Tablet - Install / load software and configure device for field / mobile data collection.
4. APPLICATION AND DATA HOSTING- Baxter & Woodman's host project related data and applications on our secure Amazon Cloud GIS server. (See Attachment for Baxter & Woodman's Cloud Hosting details)
5. COLLECTOR FOR ARCGIS APPLICATION DEVELOPMENT
- A. Working together with the Village, we will develop and configure custom asset inventory mobile collection applications for Village staff to record the spatial location, attribute information, and digital photos of Village utility assets. The applications will provide inventory and maintenance tools for managing the collection and population of the Villages sewer and water utility infrastructure. All applications will be developed with the end-user in mind. We will look for ways to improve efficiency and usability throughout the development process.
 - B. Design and Architecture
 - With Esri's ArcGIS Server, ArcSDE, and ArcGIS Online, create ArcGIS Collector app to increase efficiencies of work tasks directly tied to GIS for access throughout the system.
 - C. QA/QC, Draft Phase Testing & Submittal
 - Thoroughly test and debug the application at various stages of development to ensure quality throughout.
6. UTILITY SYSTEMS DATA MANAGEMENT AND MAPPING
- A. Configure and manage the Village's existing utility GIS data.
 - B. Update existing utility GIS data with Village markups.
 - C. Provide support to Village staff on the inclusion of additional attributes. Configure Geodatabase with domains and advanced functionality for data layers.
7. WEB BASED MAPPING APPLICATION DEVELOPMENT
- A. Incorporate Village Utility datasets into the web application
 - B. Map Design (Cartography), Attribution, Order, Aliasing, Symbology
 - Focus on the basic map design to ensure effective mapping. This crucial step is necessary to create a foundation in which to organize map layers in a way in which it is legible, easy on the eye, and esthetically pleasing.
 - Symbolize layers using cartographic standards, group, and order by importance, taking into account, attribution, naming, and other cartographic considerations.
 - C. Functional Tools
 - Design and refine a series of customized tools to continue to meet the needs of

the Village. Tools can include navigation, workflows, markup, measurement, and search ability. Design/refine tools in a well-organized way by groups and tabs in effort to increase usability.

D. Addition of New Layers

- If during the course of this Project any new data layers are created (for use in mobile applications, etc.), our team will be sure these layers are added to the Mapping Application. All new data will be structured and organized in a way to ensure that any attributes and associated photos (if applicable) are easily accessible through the map.

E. Accessibility

- Access to the Web Based Mapping application is restricted to Village staff members with an ArcGIS Online Named User Account that is part of the Village ArcGIS Online Organizational Account.

F. QA/QC, Draft Phase Testing & Submittal

- Thoroughly test and debug the application at various stages of development to ensure quality throughout.
- Release a draft phase of the application to the Village for functional testing. Work with the Village to address fine tuning of functions, design, and usability. Make any changes for the final release.

VILLAGE OF WINDSOR PLANNING & DEVELOPMENT

1. ESRI ARCGIS ONLINE ENTITLEMENTS- Purchase 1 (1) Esri ArcGIS Online Level 2 (Editor) Entitlement (\$500 / year / entitlement) and one (1) Esri ArcGIS Online Level 1 (Viewer) Entitlement (\$100 / year)
2. WEB BASED MAPPING APPLICATION EXPANSION
 - A. This task will expand upon the web application developed as part of Priority 2b taking advantage of the ability to continue developing and expanding on the existing technology already developed.
 - B. Utilizing the Web Based Mapping Application developed as part of the Windsor Utilities section of this proposal, we will expand and enhance the application to include the Planning and Development data layers outlined below.
 - C. Incorporate advanced tools, functionality and editing capabilities to manage the newly added data layers.
 - D. Develop and implement a property buffer tool allowing the selection of properties based on user-defined distances. A mailing label template will be developed allowing for the selected properties to be exported and managed.
3. PLANNING AND DEVELOPMENT DATA MANAGEMENT
 - A. Configure and manage the Village's existing utility GIS data.

- B. Update existing Planning & Development Data Layers.
- C. Acquire and review data layers for Village data sources (Dane County, Other Gov't sources, Consultants).
- D. Incorporate the following data layers into the Village's overall GIS.
 - Land use
 - Zoning (including Shoreland / Floodland)
 - CORP – park service areas
 - CORP – park system
 - CORP – paths
 - Official streets
 - Addressing
 - Ward
 - Subdivision
 - TID
 - Extraterritorial Jurisdiction
 - Cooperative plan areas
 - Purchase of development rights
 - Burn permits

Engineering Fee

Our engineering fee for the **Village of Windsor Utilities Implementation** outlined in the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$22,000. This fee includes the purchase of three Esri ArcGIS Online Entitlements (2 Level 2s and 1 Level 1). In addition this includes the annual fees for the first year of the project (12 months from the notice to proceed date).

Utilities - Initial to Accept R.W.

And / Or

Our engineering fee for the **Village of Windsor Planning & Development Implementation** outlined in the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$4,600. This fee includes the purchase of two Esri ArcGIS Online Entitlements (1 Level 2 and 1 Level 1).

Planning & Development - Initial to Accept R.W.

We appreciate the opportunity to work with the Village of Windsor on this important Project, and we are available to begin work immediately upon your notice to proceed. The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.** If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS


Andrew Zaletel, GISP

GIS Business Development Manager



Gerald D. Groth, P.E.

VILLAGE OF WINDSOR, WI

AUTHORIZED BY: Robert E. Wijperjuth
TITLE: Village President
DATE: 10-16-2018

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Proposal.docx

Appendix A

Hosted Service Details

Amazon Web Services

Baxter & Woodman uses Amazon Web Services (AWS) because they offer a comprehensive set of global compute, storage, database, analytics, application, and deployment services that provide our clients the maximum performance, reliability, and security.

Our dedicated Amazon Cloud GIS Server hosts a wide array of production GIS databases, asset management solutions, and web based mapping applications. Our server is designed, managed, and maintained with the sole intention of providing powerful, secure, and redundant GIS products for our clients anywhere in the World.

Our hosting Services Include the Following:

Hosted Services Ongoing Support

Our staff is highly experienced in supporting ArcGIS for Server instances including the installation, configuration, administration, and technical troubleshooting. Because we host our own Amazon Cloud environment, we not only understand the fundamentals of database design, but we also understand how they fit into a larger picture, including reliability, performance, and functionality for all aspects of our projects ensuring professional products. Additionally, we have a large network of business partners as resources to provide the highest level of support for our clients. Our team blends the perfect mix of GIS and IT expertise for any cloud based project.

Beyond the technical environment, we also focus on the end user design associated with ArcGIS services/Applications served by ArcServer. Therefore, we periodically look for improvements in end-user design and apply them when they become available. We understand how important it is to prepare information in a way that is understandable, easy to use, and visually pleasing to the end-user.

Ongoing Maintenance / Server-side Support

Baxter & Woodman's hosting services include continual installation of any certified updates and security patches for all software (ArcGIS for Desktop and ArcSDE) installed on our server based environment as they become available.

Performance monitoring / Security / Backups

Our team of IT professionals, support staff, and our GIS technical leads continuously work together to ensure secure and stable GIS applications on our hosted server. We understand the importance of network security, backups, and resource allocation. We also focus on maintaining optimum performance while ensuring all mapping services are secured with reliable access.

Specifications

Technical Details:

Windows Server 2012

SQL Server 2012

IIS 8

GIS Specific Technical Details:

ArcGIS for Server 10.x

ArcSDE 10.x

Support Services for:

- Support for web applications in .NET, JavaScript, HTML5
- Support for web services (e.g., feature, geocode, image, geoprocessing, network)
- Support for mobile applications
- Support for desktop applications
- Support for ArcGIS Online
- Support for ArcGIS Portal
- Support for ArcGIS Image Server
- Support for Model Builder and python scripting

Partner Products Hosted

Latitude Geographics Geocortex Essentials and Viewers

Azteca Cityworks AMS

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
\$2 million aggregate		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.