

BILL NO. S-24-11-11

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – CITYWORKS WORK ORDER MANAGEMENT SYSTEM IMPLEMENTATION SUPPORT - RESOLUTION/WORK ORDER #92124 - (NOT TO EXCEED \$460,000.00) between ARCADIS U.S., INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works for the CITY UTILITIES DEPARTMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT - CITYWORKS WORK ORDER MANAGEMENT SYSTEM IMPLEMENTATION SUPPORT - RESOLUTION/WORK ORDER #92124 - (NOT TO EXCEED \$460,000.00) between ARCADIS U.S., INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works for the CITY UTILITIES DEPARTMENT, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Consultation services and other customary services incidental thereto. The Cityworks Work Order Management System Implementation Support project includes project management services, support, guidance and oversight which will allow City Utilities to have overall oversight of the project and maintain good level of service on other work and on-going projects;

involving a total cost of not to exceed FOUR HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS - (\$460,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

CU 10.15.2024

PROFESSIONAL SERVICES AGREEMENT

Cityworks Work Order Management System Implementation Support

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 210
Fort Wayne, IN 46802

and

Arcadis U.S., Inc. (CONSULTANT)
111 W Berry Street Suite 211
Fort Wayne IN 46802

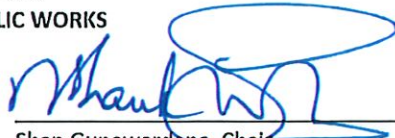
Who agree as follows:

City hereby engages CONSULTANT to perform the services set forth in Part I - Services ("Services") and CONSULTANT agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). CONSULTANT shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and CONSULTANT agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

BY:

ABSENT
Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:

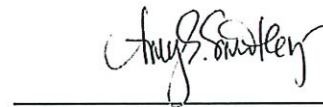

Michelle Fulk-Vondran, Clerk

DATE:

10.15.2024

APPROVED FOR CONSULTANT

BY:



DATE:

10/3/2024

PART I Standard

SCOPE OF BASIC CONSULTATION SERVICES

A. GENERAL

CONSULTANT shall provide the City professional Consulting and Support services in all phases of the project to which this scope of services applies. These services will include serving as City's professional representative for the Project providing professional services and advice furnishing Consultation services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Fort Wayne City Utilities (FWCU) has selected Cityworks software to replace Infor Hansen as their work order management system. KCI is a professional service firm and Cityworks partner company who will be performing the Cityworks implementation for City Utilities horizontal assets (water, sewer, stormwater systems) working with the City, Arcadis, the City's IT company, etc. The new Cityworks system will be used to define work scope, handle scheduling, assign tasks, execute work, record outcomes, manage inventory, track time and materials with work orders, integrate with other City systems as well as many other common functions for a modern map-based work order management system. It will also provide map-based views, insightful dashboards and metrics to understand activities and information at a glance.

CONSULTANT understands that implementing new technologies can be challenging and that work order management systems present a specific set of challenges that must be addressed for a successful project. Additionally, the depth of experience of the Consultant project team will make City services cost-effective and make the most of the City staff's valuable time. Consultant will fully leverage their past experience and tool sets to efficiently perform the project activities. Consultant is also proposing a hybrid project delivery model where they will leverage remote work in combination with on-site presence for key project activities. The CONSULTANT shall develop and provide the following services:

C. SCOPE OF SERVICES

Task 1 – Contract Negotiations Support and Project Management Services During Startup

- 1.1. Hold Workshop for KCI and City departments and advise on inclusion of non-utility departments in initial Cityworks rollout
- 1.2. Participate in and assist in coordinating of Kickoff Meeting and associated activities with implementation teams after Notice to Proceed
- 1.3. Develop collaborative Implementation plan with implementation teams and FWCU
- 1.4. Coordinate between PMIS Teams and KCI/Cityworks to evaluate areas of potential overlap and eliminate duplicate data entry and develop a technical and functional design for integrating with Cityworks as deemed necessary by FWCU.
- 1.5. Develop a Quality Assurance Plan outlining key factors for test planning and implementation success
- 1.6. Manage completion of startup (through completion of Task 1 "Discovery and Planning" in KCI's implementation schedule) through meetings, action item tracking, and scheduling.
- 1.7. Attend KCI/Cityworks Discovery Phase Sessions on-site

Task 2 – Define Performance Measures & Visualizations

- 2.1. Conduct Stakeholder Interviews, building off prior work Consultant has done with executive staff
- 2.2. Conduct Measures & Visualization Workshop
- 2.3. Align performance measure & visualizations with capabilities and datasets to measures and visualizations
- 2.4. Provide design documentation to KCI/Cityworks for implementation.

Task 3 – Change Management Planning

- 3.1. Develop Organizational Change Management Plan in conjunction with KCI's implementation team and City leadership.
- 3.2. Conduct Prosci Change Management Sessions to identify potential risks and resolutions, organizational readiness assessments, and communications planning for City staff.
- 3.3. Facilitate FWCU and KCI/Cityworks discussions to identify & document gaps between current and future state processes in conjunction with KCI's Task 1 Information gathering workshops.
- 3.4. Document up to 10 future state to-be work order process maps in Microsoft Visio format, or similar workflow development software. This provides additional to-be workflow development beyond what is included with KCI as part of their scope.
- 3.5. Consult City on execution of activities in Organizational Change Management Plan and provide support as requested.

Task 4 – Implementation Project Oversight

- 4.1 Serve as the primary liaison between the City and KCI/Cityworks, facilitating effective communication, resolving disputes, and ensuring that the project progresses according to the agreed timeline and specifications. Hold and attend standing progress meetings throughout implementation.
- 4.2 Prepare and submit regular progress reports, including key milestones, completed deliverables, identified issues, and resolutions, and provide final documentation upon project completion.
- 4.3 Prepare and submit written communications and notices, as requested, to vendors such as KCI and Trimble on behalf of the City for the purpose of documentation and communication. Topics that may require written communication and documentation may be, but not limited to, events, discussions, decisions, responses, progress, delays, projected schedules vs. actual, Liquidated damages, etc.
- 4.4 Track action items through list on project SharePoint/Teams site
- 4.5 Track and oversee vendor schedule and cost performance using Microsoft Project and/or Smartsheet. Provide guidance, recommendations and communicate concerns to City Project Manager.
- 4.6 Review and critically evaluate the project plans, specifications, and timelines provided by KCI and Cityworks to ensure they are comprehensive, technically sound, and aligned with the City's requirements and expectations.

- 4.7 Assist City Project Manager to monitor the quality and progress of the software installation and implementation work carried out by, ensuring that all work complies with applicable standards, industry best practices, and contractual obligations.
- 4.8 Identify potential risks to the project and provide guidance on mitigating such risks, including but not limited to technical, operational, and regulatory risks. Maintain Risk Register & Issue Log on project SharePoint/Teams site
- 4.9 Review, update and maintain Organizational Change Management Plan throughout project.
- 4.10 Review Vendor Training Plan and provide documented feedback to City and KCI/Cityworks

Task 5 – User Acceptance Testing (UAT) Support

- 5.1 Review KCI/Cityworks Test Cases for adequate detail, completeness, ability to meet project requirements and defining success criteria.
- 5.2 Assist City and KCI/Cityworks select appropriate City staff to be participants of user acceptance testers and primary Cityworks users.
- 5.3 Attend User Acceptance Testing Sessions and assist City staff through testing period ensuring results and issues are logged.
- 5.4 Prepare documentation of User Acceptance Testing Results including defects or issues identified and categorize them by severity.
- 5.5 Assist City and KCI/Cityworks collect feedback from users to understand their experience and identify any gaps as well as prioritize and resolve any critical issues that arise during UAT.
- 5.6 Assist City and KCI/Cityworks to ensure all aspects of UAT are covered such as, but not limited to, Validation of key functionalities, Performance and Security Testing, End-to-End Process Validation, Data Migration Validation, Formal Sign-off and post-UAT review.

Task 6 – Go-Live Support

- 6.1 Work with FWCU, KCI, Cityworks and stakeholders to develop and document a go-live plan and readiness checklist and oversee rollout. Items on the readiness checklist will include but not be limited to:
 - Validation of User Training Completion
 - Validation of System Configuration including User Roles & Permissions
 - Stakeholder Communication and Readiness
 - Cityworks Production Environment
 - Data migration into Production including Data Migration Validation
 - System Integrations deployed into Production
 - Timeline and Dependencies of Go-Live Readiness Activities & Responsibilities
 - Coordinate with Resultant to monitor system performance & configure monitoring tools

6.2 Provide a final post go-live closeout punch list, if applicable. Track any issues and drive resolution to completion.

6.3 Provide support during the vendor's post go-live period as needed

Task 7–Project Closeout

7.1 Manage the process of final acceptance, sign-off, and transition from Vendor project team to support

7.2 Ensure all KCI/Cityworks project deliverables have been met and formally close out implementation of project

7.3 Help ensure City staff have knowledge and documentation necessary for operating Cityworks software, all associated integrations and tools.

7.4 Ensure final sign-off from key and/or specific personnel in each City area has been obtained and documented.

7.5 Review the project's successes and challenges with stakeholders and the project team.

7.6 Prepare and deliver final reports on the project's outcomes, budget, and timelines.

D. SCHEDULE

The project will be completed during the years 2024 – 2026 and per attached design schedule and shall continue in full force and effect until the completion of the services provided herein, unless sooner terminated as provided in this Agreement. This schedule is based on covering the entire implementation and post-go live support, and receiving a Notice to Proceed and receiving prompt review and approvals from City agencies and Program Manager. Tasks 1, 2 and 3 will be performed in parallel over approximately 120 days, as well as tasks 4,5 and 6 over approximately 240 days, and Task 7 will be over 30 days, for a total of 390 days.

<u>SCHEDULE</u>	<u>DAYS</u>
Task 1 –Project Management Services at Vendor Startup	120 days
Task 2 – Define Perf. Measures & Visualizations	90 days
Task 3 – Change Management Planning	180 days
Task 4 – Implementation Project Oversight	240 days
Task 5 – User Acceptance Testing Support	90 days
Task 6 – Go-Live Support	60 days
Task 7 – Project Closeout	30 days

DELIVERABLES:

<u>Task</u>	<u>Minimum Deliverables</u>
Task 1 –Project Management Services at Vendor Startup	• Meeting minutes from meetings and workshops outlined in Tasks 1.3 and 1.4 • Collaborative Implementation Plan • PMIS Integration Functional and Technical Design Document
Task 2 – Define Performance Measures & Visualizations	• Meeting minutes from workshop • Performance Measures Design Document
Task 3 – Change Management Planning	• Meeting minutes from stakeholder interviews • Organizational Change Management Plan • To-Be Workflows
Task 4 – Implementation Project Oversight	• Monthly Reports with updated Schedule and Budget Tracking • Action Item Tracker on Project SharePoint • Risk Register on Project SharePoint
Task 5 – User Acceptance Testing Support	• User Acceptance Test Results Summary with Recommendations
Task 6 – Go-Live Support	• Go-live plan with Readiness Checklist • Post Go-Live punch list (if applicable)
Task 7-Project Closeout	• Certification document confirming all deliverables are met and project is ready to transition to Cityworks support

ASSUMPTIONS:

- Project will be a priority for the stakeholders necessary for attending meetings and availability to respond will be within 5 business days after identifying the need for a meeting to keep project on schedule.
- Responses to questions by consultant team will be answered as quickly as possible to keep project on schedule, with the understanding that some activities may require a more immediate response if it is related to a total work stoppage. This may occur particularly for integrations, user acceptance testing, and go-live which will be critical to completing the project on schedule.
- Consultant will have access to the necessary data and systems at the City to perform project activities.
- Any modifications to PMIS related to Cityworks integrations will be handled outside of this contract.
- The number of days for on-site attendance under Task 5.3 will be discussed with the City Program Manager ahead of the start of the test period. Some attendance may be remote to conserve budget. It is anticipated that Consultant's support would be approximately 10% of the time spent by City staff performing the testing.

- Anticipated expenses are related to on-visit visits for workshops related to discovery of the current state, development of performance measures, integration and testing support and go-live support.

CHANGES IN SCOPE:

Any material changes to the Scope of Services must be approved by the City Project Manager. Consultant shall not perform any additional services or alter the Scope of Services unless the City provides prior written approval.

DATA SECURITY:

Consultant shall implement and maintain appropriate security measures to protect the confidentiality, integrity, and availability of any data or information provided by the City.

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, CONSULTANT can provide the following additional services:

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement.

- Attend additional meetings as needed to review, discuss and modify the scope of the project.
- Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies.
- Perform data analysis, software testing, or additional reviews outside the initial scope of the project. The understanding is that KCI and City staff will perform the majority of the testing, but if Arcadis's assistance is needed we will discuss ahead of proceeding.
- Other activities as directed by the Program Manager or City representatives.

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to Consultant reports, studies, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Uriel Castillo.

Provide adequate staffing for activities outlined in KCI's proposal including the discovery phase, integration development and user acceptance testing. It is expected that staff will need to be available for user acceptance testing to remain on schedule.

C. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Consultation Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Consultation fee of \$460,000 as summarized in attached Attachment 1.

Consultant's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule.

The Consultant shall provide the Services at the hourly rates attached hereto as Attachment 2 – Hourly Rate Schedule. The Consultant may propose adjustments to its hourly rates from time to time. To propose an adjustment in rates, Consultant shall submit a "Rate Adjustment Request" on a form made available by the City. All proposed adjustments are subject to City approval. If the proposed adjustments are approved, the adjustments shall become effective on the date identified in the Rate Adjustment Request form provided by Consultant, which shall thereafter be attached to the Agreement as an additional Exhibit. If the City rejects the proposed adjustments, the City shall provide written notice to the Consultant and the parties shall work in good faith to identify mutually acceptable hourly rates. If an agreement cannot be reached within (10) days following the date that the City provides written notice to the Consultant of its rejection of the proposed rates, the Consultant shall continue to provide the Services at the original agreed upon rates for the duration of this Agreement. Any adjustment of hourly results under this paragraph that is anticipated to increase the total Contract Price for the Services shall be approved by the Board of Public Works. Otherwise, Board approval shall not be required.

Consultant will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for Individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 100-mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne.

	<u>Per Diem Rate</u>
Travel Day 1 (City or State)	\$112.00
Workshop	\$200
Non-Travel Day	\$68.00
Overnight Accommodations	\$108.00

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to CONSULTANT plus 10 percent for administrative costs. The Consultant will obtain written City approval before authorizing these or other services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. Consultant shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee's name and title of all staff billing to project.
- b. City shall pay Consultant within 30 days of receipt of approved invoice.
- c. Consultant shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.
- d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the

months of October, November, and December, invoices must be received by January 15th of the following year. Any Invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.

- e. By January 15th of each calendar year, the Consultant shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Consultant is unable to provide the Year End Invoice by January 15th, the Consultant shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End Invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- f. By January 10th of each calendar year, the Consultant shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

2. Billing Records

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV Non-Consent Decree STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CONSULTANT and CITY. CONSULTANT will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** CONSULTANT shall establish and maintain programs and procedures for the safety of its employees. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT employees.

4. **DELAYS.** If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, CONSULTANT will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay CONSULTANT for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

CONSULTANT or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, CONSULTANT shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by CONSULTANT for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by CONSULTANT is supplied for the general guidance of the CITY only. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** CONSULTANT shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but CONSULTANT specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by CONSULTANT and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** CONSULTANT shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation*
- | | |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$500,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$500,000 each employee |
- b) General Liability \$1,000,000 minimum per occurrence/ \$2,000,000

aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).

c) Automobile Liability, including Hired and Non-Owned Auto \$1,000,000 minimum per occurrence

d) Products/Completed Operations Liability \$2,000,000 aggregate

e) Personal & Advertising Liability \$1,000,000 any one person or organization

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, * except for Worker's Compensation, with 30 days notification of cancellation or non-renewal.

All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, CONSULTANT shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of CONSULTANT, its agents or employees.

To the fullest extent permitted by law, City shall indemnify and save harmless, Consultant from and against loss, liability, and damages sustained by Consultant, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide CONSULTANT safe access to any premises necessary for CONSULTANT to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Consultant's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC CONSULTATION SERVICES FEE PROPOSAL

<u>Task 1 – Project Management Services During Startup</u> For Services outlined in Tasks 1 a not to exceed fee of:	\$110,000
<u>Task 2 – Define Performance Measures & Visualizations</u> For Services outlined in Task 2 a not to exceed fee of:	\$38,000
<u>Task 3 – Change Management Planning</u> For Services outlined in Task 3 a not to exceed fee of:	\$51,000
<u>Task 4 – Implementation Project Oversight</u> For Services outlined in Task 4 a not to exceed fee of:	\$117,000
<u>Task 5 – User Acceptance Testing Support</u> For Services outlined in Task 5 a not to exceed fee of:	\$62,000
<u>Task 6 – Go-Live Support</u> For Services outlined in Task 6 a not to exceed fee of:	\$28,000
<u>Task 7 Project Closeout</u> For Services outlined in Task 7 a not to exceed fee of:	\$21,000
<u>Anticipated Expenses</u> For Services outlined in Task 1-7 a not to exceed fee of:	\$33,000
TOTAL:	\$460,000

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Payment of actual hourly rates for services rendered by Engineer's employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates will be in accordance with the following schedule. All rates presented apply to services rendered after January 1, 2024 and will be adjusted annually thereafter.

EMPLOYEE/SERVICE DESCRIPTION	RATE
Director – Engineer or Scientist	\$261.00/hr.
Principal Engineer/Scientist/Architect II	\$248.00/hr.
Principal Engineer/Scientist/Architect I	\$217.00/hr.
Senior Engineer/Scientist/Architect II	\$190.00/hr.
Senior Engineer/Scientist/Architect I	\$164.00/hr.
Project Engineer/Scientist/Architect	\$144.00/hr.
Staff Engineer/Scientist/Architect	\$133.00/hr.
Engineer/Scientist	\$116.00/hr.
CADD Designer/Field Supervisor	\$164.00/hr.
Project Assistant I and II	\$116.00/hr.
Document Tech	\$88.00/hr.
Drafter II/Field Technician V	\$124.00/hr.
Drafter I/Field Technician III and IV	\$113.00/hr.
Design Tech II/Field Technician II	\$74.00/hr.

Payment for reimbursable costs, as authorized by the CITY, will be invoiced per above. These items may include but are not limited to shipping charges; in-house printing services; special supplies not furnished by the CITY; or traveling and lodging expenses, as required, to perform project management. Mileage for travel will be billed at the IRS business rate per mile for automobile transportation.

Interoffice Memo

Date: November 4, 2024
To: Common Council Members
From: Uriel Castillo, Program Manager – City Utilities Engineering – Telephone: 427-5892
**RE: Professional Services Agreement – Cityworks Work Order Management System
Implementation Support
RES./W.O.# 92124**

Council Introduction Date: November 12, 2024 – Council District #: N/A

Background & supporting information:

Consultant shall provide the City professional consulting and support services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project providing professional services and advice furnishing Consultation services and other customary services incidental thereto. The Cityworks Work Order Management System Implementation Support project includes providing project management services, support, guidance and oversight which will allow City Utilities staff to have overall oversight of the project and maintain good level of service on other work and on-going projects. The project consulting and support services will also help City Utilities staff make good decisions based on the Consultant's experience with multiple, similar work order management system projects.

Cityworks software will replace the outdated Hansen software which is no longer being supported by the vendor. The new Cityworks software will add modern GIS-centric interfaces, databases, application program interfaces and mobile apps which will allow for more efficient workflows, intuitive process interfaces and better integrations with other existing systems. The Project phases and services will include support with Project Management, defining Performance Measures and Visualizations, Change Management Planning, Implementation project oversight, User Acceptance Testing, Go-Live activities and Project Closeout.

Implications of not being approved:

City staff may not be able to maintain good level of service on other work and on-going projects. City staff may not be able to take advantage of Consultant's experience with previous similar projects. The current system, Hansen, does not meet all of the needs of City staff and is no longer being supported by the vendor and availability of software updates and security could be affected.

Justification if prior approval is being requested: Not applicable

Selection and Approval Process:

The Consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was advertised and posted on the City website. City staff reviewed the qualifications of

all interested firms, established a short list of consultants and conducted interviews and demonstrations. A request for proposals was then developed and sent to the selected shortlisted firms. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, City staff selected Arcadis U.S., Inc. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on October 15, 2024.

Funding source: Utility Revenue

Attachments:

- Professional Services Agreement approved by Board of Public Works on October 15, 2024

CC: Matthew Wirtz
Uriel Castillo
Jill Helfrich