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Professional Consulting Services Agreement
for
Seguin Utilities Asset & Performance Management Program
Development and Support Services

April 12, 2022

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This Agreement is made this the _____ th day of _____, 2022, between the City of Seguin, Texas ("City"), 205 North River Street, Seguin, Texas 78155, and Brio Services, LLC dba Brio Consulting, LLC ("Consultant"), 11152 Westheimer Road #685, Houston, Texas 77042-3208 for the provision of professional services to design and implement a computerized maintenance management system, a performance management system and to provide continuing services for support of the Asset Management Program.

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ARTICLE 1

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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1.1 STANDARDS OF PERFORMANCE

1.1.1 The Consultant will be responsible for completing the work set forth in the Scope of Services attached hereto as Exhibit "A." The attached Scope of services shall serve as the primary document setting forth the expectations of the Parties.

1.1.2 The performance of all services by the Consultant in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professional Consultants who possess special expertise in the types of services involved under this Agreement.

1.1.3 No work under this Agreement will be subcontracted by the Consultant without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement. Persons hired by the Consultant, or its subcontractors shall not be employees of or have any contractual interest with the City.

1.1.4 Any provisions in this Agreement pertaining to the City's review, approval or acceptance of written materials prepared by the Consultant or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Consultant's responsibility for the services set forth herein.

1.1.5 Consultant will perform all of its services in coordination with the City. The Consultant will advise the City of data and information the Consultant needs to perform its services and the Consultant will meet with City representatives at mutually convenient times to assemble this data and information.

ARTICLE 2

THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information to the Consultant regarding the City's requirements for the Consultant's services under this Agreement. The City will furnish the Consultant with access to city facilities and all other data and information in the City's possession needed by the Consultant at the Consultant's request.

2.2 The City designates Tim Howe, the Director of Water and Wastewater Utilities as its representative to assist with access to, and collection of data from the relevant City utility systems. The City will examine the documents and information submitted by the Consultant and promptly render responses to the Consultant on issues requiring a decision by the City during the design phase of the project.

2.3 Provide access to and make all necessary provisions for the Consultant to enter public and private property as required for the Consultant to perform its services under this Agreement.

2.4 Bear all costs incidental to this Article.

ARTICLE 3

PAYMENTS TO THE CONSULTANT

3.1 PAYMENTS to THE CONSULTANT. In consideration of the professional services to be performed by the Consultant under this Agreement, City shall pay Consultant periodically for service performed upon receipt and acceptance of a deliverable in accordance with the Scope of Work shown in Exhibit A and the Fee Schedule shown in Exhibit B for a total service fee not to exceed One Million Three Hundred Sixty-Two Thousand Three Hundred and Eighty-Seven Dollars ($1,362,387).

3.2 ADDITIONAL SERVICES. If additional services are needed, said services must be approved by the City prior to performance. If the sum of the additional services exceeds $50,000.00 said sum must be approved by the Seguin City Council prior to undertaking the additional work.

ARTICLE 4

CONSULTANT'S RECORDS

4.1 All expense records of Consultant will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

4.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

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4.3 The Consultant will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

ARTICLE 5

OWNERSHIP AND USE OF DOCUMENTS

5.1 All documents prepared by Consultant in connection with this Agreement will become the property of the. City agrees such documents are not intended or represented to be suitable for reuse for another project by City or others. Any such reuse by City or those who obtained said documents from City without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant.

5.2 The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Consultant goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

ARTICLE 6

TERM; TERMINATION OF AGREEMENT

6.1 The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Consultant's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 7.2 or 7.3 below.

6.2 This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6.3 This Agreement may be terminated at will by the City upon at least 15 calendar days prior written notice to the Consultant.

6.4 In the event of termination as provided in this Article, the Consultant will be compensated for all services performed to termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Consultant's delivering to the City all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 7

INSURANCE AND INDEMNITY

7.1 The Consultant will indemnify, hold harmless the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents. When recoverable by law, the Consultant shall reimburse the City and its employees, agents, officers and

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servants for their costs of defense in proportion to liability of Consultant. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Consultant and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7.2 The Consultant will procure and maintain at Consultant's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Consultant or Consultant's agents, subcontractors, or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy **will not be changed** or **canceled until at least 30 calendar days written** notice **will have been** given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Seguin, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of $500,000 for each occurrence and $500,000.00 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than $250,000.00 for injuries to any one person, $500,000 on account of any one accident and in an amount of not less than $250,000.00 for property damage and (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least $500,000.00.

The stated limits of insurance required by this Paragraph are **minimum only--they** do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

ARTICLE 8

CLAIMS AND DISPUTES

8.1 MEDIATION

8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation at the sole option of the City as a condition precedent to the commencement of litigation. If such matter relates to or is the subject of a lien arising out of the Consultant's

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services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.1.2 If the City elects to mediate, the City and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation. Unless the parties mutually agree otherwise, the 25th District Court of Guadalupe County, Texas shall appoint the mediator, and the mediation shall be held at a mutually agreeable time and place in Seguin, Texas. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

8.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

8.1.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the dispute may be resolved through litigation in a state court of competent jurisdiction.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

9.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

9.3 The Consultant will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

9.4 The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Consultants to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of this Agreement.

9.5 In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.

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9.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

9.7 Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

9.8 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

9.9 In performing all services under this Agreement, the Consultant, its subcontractors, successors and assigns will comply with all local, state and federal laws.

9.10 The City's execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

9.11 The City of Seguin is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

9.12 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

9.13 In the event that the performance by either the City or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

9.14 In the event of a default or breach of this Agreement by the Consultant, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the City's ability to enforce the Agreement after that time.

ARTICLE 10
SUCCESSORS AND ASSIGNS

10.1 The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and **to** the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Consultant will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

10.2 The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

ARTICLE 11
EXTENT OF AGREEMENT

11.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Consultant regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Proposals, the Consultant's proposal response and the public record of the City Council's approval of this agreement as applicable. The Consultant's expenses for travel, office, production, and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. Except as to a change in the scope of services, the compensation for which does not exceed $50,000.000, this Agreement maybe amended only by separate written instrument approved the City's governing body and signed by both the City and Consultant.

To the City:	To the Consultant:
Steve Parker	Nancy Lerner
City Manager	CEO
205 N. River Street	11152 Westheimer Rd #685
Seguin, Texas 78155	Houston, Texas 77042-3208

11.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into the Agreement as though included verbatim herein.

11.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment or this Agreement, this Agreement will govern and control.

ARTICLE 12
NOTICES

12.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following address:

Each of the persons executing this agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

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City of Seguin   Brio Consulting

_____   _____

Steve Parker, City Manager   Nancy Lerner

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<p style="text-align:center">EXHIBIT A</p>

<p style="text-align:center">SCOPE OF WORK</p>

Activity 1 Asset Management Program Initiation

A summary of the work in this phase includes:

- Functional requirements for the modification of the Incode work tracking application will be modified to support the tracking of time and asset IDs against water, wastewater, and electric linear system assets.
- A listing of all vertical assets will be completed.
- Current preventative maintenance (PM) processes will be documented in electronic format
- Improved business processes associated with the planning and execution of maintenance work will be developed and implemented.

Task descriptions for this phase of the program are as follows:

1. Incode Work Order Update:

   Objective: This is the first step in the City's Asset Management Program. A modification to the Incode work order application will allow City linear asset O&M staff to begin to learn the practices associated with documenting maintenance on an asset basis. Maintenance time and asset IDs will be recorded on work orders. Historic maintenance and reliability data will begin to be collected for future input to the Cityworks CMMS.

   Task Description: Brio will prepare functional specifications for modifications to the current Incode application to allow documentation of time and asset IDs on work orders. The City will contract with Tyler for software updates per the functional specifications.

   Deliverables:
   - Brio prepares functional specifications for issuance to Tyler
   - City procures services from Tyler for system configuration updates

2. Develop Vertical Plant Asset Registry:

   Objective: Currently GIS asset identifiers are available for linear assets. A comparable list of each maintainable asset at the treatment plants, pump stations, and substations (vertical plants) is necessary to support tracking of maintenance costs, equipment condition and reliability data.

   Task Description: Brio will tour each vertical plant facility, meet with City Operations and Maintenance personnel, and prepare templates to be used by City staff for the documentation of vertical plant asset data.

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Deliverables:

- Brio completes vertical plant asset registry templates
- City personnel populate the templates for all vertical plant assets in accordance with the project schedule.

3. Documentation of Preventative Maintenance Procedures:

Objective: Electronic documentation of PM procedures and schedules is required for the CMMS to support the objectives of the asset management program. Current PM rules will be documented as a first step. As the asset management program matures maintenance data will be used to evaluate the efficacy of the PM rules.

Task Description: Brio will meet with City maintenance staff to review existing PM documentation. It is assumed that current PM procedures (activities, frequency, and responsible party) are available in either written or electronic format. Brio will prepare a PM documentation template for vertical and linear assets suitable for loading into the CMMS. City staff will populate the template in accordance with the project schedule.

Deliverables:

- Brio reviews current PM documentation and develops CMMS input template
- City staff populate the template

4. Business Process Improvement Development:

Objective: Modifications to the way maintenance work and inventory management is currently conducted will be required to support the objectives of the Asset Management Program. (Refer to the Asset Management Plan document of 11/5/20).   These changes need to be developed in a collaborative manner with the affected staff. Upon the completion of this task the linear asset maintenance staff will be using Incode to record time against individual assets.

Task Description: The City will assign a team of Operations and Maintenance personnel from both linear and vertical facilities to participate in the review of current business processes associated with the life cycle of maintenance work and the development of revised processes in line with those defined in the Asset Management Plan. Brio will conduct a series of workshops with this team to refine the procedures and to roll them out in a fashion appropriate with the project schedule.

Deliverables:

- Brio conducts up to three workshops to develop workorder, materials management processes.
- Brio prepares functional specifications for the Cityworks Storeroom module.
- City will participate in the workshops in accordance with the program schedule.

Activity 2 Cityworks Configuration, Interfaces and Performance Management System Development

Work in this phase includes modifications to the current warehouse practices as they relate to releasing material for use prior to receipt of an invoice and implementation of Cityworks core functionality, including warehouse and parts management.   A summary of Phase 2 work includes:

- The core functionality of Cityworks AMS (Asset Management System), including warehouse materials management is implemented, tested and City staff are trained.
- Vertical plants go live first because linear assets maintenance requirements are dependent on interfaces with TMSO and WebQA which will be developed in parallel with the core system configuration.
- TMSO and WebQA interfaces are designed, configured, and tested.
- Linear system maintenance staff are trained in the use of Cityworks and the TMSO/WebQA interfaces and those groups go live.
- The Performance Management System is designed and developed throughout this phase.

At this point in the project the city will be required to procure the necessary Cityworks software subscription. Please refer to the quotation from Azteca Systems LLC number Q-24397-1 dated 2/19/2022.

5. Cityworks Storeroom Configuration:

    Objective: Currently the process of receiving parts purchased for inventory requires that an invoice be received from the supplier and approved for payment before the parts can be released for use. This process is unnecessary and restrictive. To support an appropriate business process, Cityworks Storeroom will be implemented to replace the existing technology.

    Task Description: Brio will develop the functional requirements for implementation of Storeroom to support the requisition, receiving and inventory management of materials via Cityworks. Brio will configure, test, and roll out the Cityworks Storeroom in accordance with the work processes and functional descriptions developed in Task 4. This work will be done in conjunction with Task 7.

    Deliverables:
    - Collection of materials and associated details
    - Configuration of one (1) storeroom with the Cityworks Storeroom module
    - Development of one (1) Crystal report detailing material consumption to support finance
    - Iterative testing and revisions (5 business days, 1 iteration)

6. Procurement and Materials Management Go-live and Support:

    Objective: This task provides training and support for system implementation described in the previous two tasks.

    Task Description: Brio will train City staff in the Cityworks Storeroom module and provide functional and technical support for a period of one month post go live.

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Deliverables:

- 2 days of onsite training and go-live support for City staff on the Cityworks Storeroom module
- Functional and technical support for a period of one (1) month post go live. Up to 12 hours of remote support, to be used within 1 month following Brio's release of production system

7. Cityworks AMS System Configuration

Objective: During this task Cityworks AMS will be deployed. Adopting an enterprise platform to manage assets and work activities is critical to the success of the Asset Management Program. Cityworks AMS, is a GIS-centric application that works together with the Esri platform, can support the City in their day-to-day business processes, as well as help achieve the goals identified herein.

Task Description: Brio will work with the City to identify appropriate assets and their associated work activities to be configured within Cityworks. Once identified, Cityworks will be configured to reflect the City's asset structure and work activity strategies, to include both preventative and reactive maintenance. Brio will work with the City to review and test the application in preparation for training and production deployment. This task assumes the City will be responsible for cartographic design and publishing of supporting map/feature services

Deliverables:

- Onsite discovery workshop (3 days) for capturing configuration documentation
- Deployment of the Cityworks Online (SaaS) AMS application
- Importing of ancillary information such as employees, equipment, contractors, etc.
- Configuration of work activity templates (50 service request, 350 work order, and 25 inspection templates)
- Development of supporting reports (40 hours of Crystal Report development)
- UAT training for vertical plant O&M staff (3 days, onsite)
- UAT training for linear system O&M staff (3 days, onsite)
- Iterative testing and revision process (15 business days, 3 iterations) per group

8. Vertical Plant Go-live:

Objective: This task transitions vertical plant maintenance staff from their manual work order processes and into Cityworks. Maintenance time and materials will be recorded against maintained assets. This sets the stage for the collection of asset conditions and performance history in support of the Asset Management Program.

Task Description: Brio will conduct a one-day go-live workshop with City staff to review the procedures for the go-live process. Immediately following the go-live workshop Brio will assist O&M staff with daily Cityworks system use for a period of one week. Upon successful go live Brio will provide assistance as necessary for a period of one month.

Deliverables:

- Vertical plant go-live workshop
- One week of end-user training and go-live support

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- One month of remote, as-needed, post go-live support (up to 24 hours)

9. TMSO and WebQA Interface Conceptual Design and Cost/Benefit Analysis

Objective: This task will provide the answers to "if" and if so "how" Seguin should build interfaces from Cityworks to TMSO and/or WebQA. It will create designs and cost/benefit analyses for automated interfaces between the current TMSO and WebQA applications and Cityworks. TMSO provides many of the work requests that originate with citizen calls into customer service. It is anticipated that customer service reps will continue to use TMSO to document requests and that if an interface proves to be required it will transmit those requests to Cityworks and that Cityworks will subsequently update TMSO.   WebQA provides many of the work requests that originate from citizen calls into general city government. If an interface is developed, those requests will be transmitted to Cityworks. The cost/benefit analyses will help Seguin determine if interfaces are warranted.

Task Description: Brio will assemble technical options available for Cityworks interfaces to both TMSO and WebQA. Brio will meet with the City to discuss and document the functional requirements for both interfaces. This includes number and type of work orders created by both systems, the specific data fields for information to be passed between systems. Brio will work with Seguin to contact the appropriate Tyler and Granicus representatives to discuss the work necessary on the TMSO and WebQA side of the interfaces. Brio will compile a cost estimate and complete a cost/benefit analysis for each interface. The City and Brio will meet to finalize the interface plans and agree on a not-to-exceed cost for Task 10.

Deliverables:
- Cost/Benefit analysis of Cityworks to TMSO and WebQA interface options
- Functional requirements and technical approach to interfaces
- Not to exceed fee estimates for interfaces described in Task 10

10. TMSO and WebQA Interface Development and Testing:

Objectives: This task will develop and test the interfaces from TMSO and/or WebQA to Cityworks agreed to in the previous task.

Task Description: Brio will develop unit testing use cases for the interfaces between WebQA and Cityworks and/or between TMSO and Cityworks.   Brio will facilitate a meeting with the technical teams from the Tyler and/or Granicus to define the work and testing requirements associated with their side of the interface. Brio will develop the Cityworks side of the interface software and the interface testing procedures. Testing of the interfaces will be conducted by a joint team of Brio, City staff and the appropriate representatives from Tyler and/or Granicus. This work will be conducted on a time and materials basis with a not to exceed maximum as shown in the Fee Schedule portion of this Work Scope. This task assumes that the city maintains appropriate Test environments for TMSO and WebQA and provides Brio, Tyler and Granicus with access to these environments as needed to develop and test the interfaces. For purposes of the fee estimate the interface to TMSO is listed as

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Task 10.1 and the interface to WebQA is listed as Task 10.2. Depending on the decisions made in Task 9 changes may be made to these dollar amounts. These estimates do not include services provided by either Tyler or Granicus or others who may be involved with developing the TMSO or WebQA sides of the interfaces.

Deliverables:

- Use cases for testing of the WebQA/Cityworks and/or TMSO/Cityworks interfaces
- Interface development
- Completed interface documentation and testing (10 business days, 2 iterations per interface)

11. Linear System Go-live:

Objective: Linear system maintenance staff will have been using Incode until this point. This task transitions those maintenance staff onto Cityworks.

Task Description: Brio will conduct a one-day go-live workshop with City staff to review the procedures for the go-live process. Immediately following the go-live workshop Brio will assist O&M staff with daily system use for a period of one week. Upon successful go live Brio will provide assistance as necessary for a period of one month.

Deliverables:

- Linear system go-live workshop
- One week of end-user training and go-live support
- One month of remote, as-needed, post go-live support (up to 24 hours)

12. Performance Management System Development and Go-live:

Objective: The performance management system will be developed to track key performance indicators (KPIs) as suggested in the Asset Management Plan and developed further in workshops with City Management. The system will be interfaced to Cityworks so that KPIs are generated automatically. This system may be used as a city-wide performance measurement platform with interfaces to other technologies. This project provides for one interface between the Performance Management system and Cityworks.

Task Description: Brio will demonstrate the performance management system and then conduct two four-hour workshops with City Asset Management staff to create appropriate KPIs. A combination of leading and lagging metrics will be defined for each functional maintenance group. Calculation methods will be determined and specific data locations within Cityworks determined. Brio will suggest data presentation options and final techniques will be decided upon by workshop participants. The performance management system application will be configured, tested and City staff trained in its use.

Deliverables:

- Create a list of KPIs for each functional area within the utility
- Develop calculation methods and presentation techniques

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- Configure the KPI application and train staff

Activity 3 Stormwater Utility Support

The tasks which follow are intended to assist the utility with developing a Stormwater Utility GIS and implementing Cityworks to support work and asset management of the Stormwater Utility assets.

13. Review Seguin's Geodatabase Design and Provide Technical Assistance

    Objectives: This task provides review and feedback on the Esri Utility Network database design for the Stormwater Utility assets and as-needed technical assistance for the Stormwater GIS implementation.

    Task Description: Review current geodatabase design and provide feedback. Provide technical Esri Utility Network GIS assistance as needed within the limits of the budget for this task and the rate sheet.

    Deliverables:
    - As needed technical assistance

14. Implementation of Cityworks for Stormwater

    Objective: This task will implement Cityworks in a similar fashion as accomplished for the Water and Electric utilities.

    Task Description: Brio will work with the City to identify appropriate assets and their associated work activities to be configured within Cityworks. Once identified, Cityworks will be configured to reflect the City's asset structure and work activity strategies, to include both preventative and reactive maintenance. Brio will work with the City to review and test the application in preparation for training and production deployment.

    Assumptions:

    - The Cityworks application was previously deployed as part of Task 7.
    - City will be responsible for cartographic design and publishing of supporting map/feature services; Axim will consult on requirements.
    - The UAT process will consist of 15 business days of testing and 3 revision iteration cycles (1 per week).

    Deliverables:

    - Onsite discovery workshop (1 day) for capturing configuration documentation
    - Import of ancillary information such as employees, equipment, contractors, etc.
    - Configuration of work activity templates (20 service request, 100 work order, and 5 inspection templates)
    - Development of supporting reports (40 hours of report development)
    - Iterative testing and revision process (15 business days, 3 iterations)

15. Go Live Support for Stormwater Utility:

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Objective: This task trains and transitions Stormwater maintenance in the use of Cityworks.

Task Description: Brio will conduct a one-day go-live workshop with City staff to review the procedures for the go-live process. Immediately following the go-live workshop Brio will assist O&M staff with daily system use for a period of one week. Upon successful go live Brio will provide assistance as necessary for a period of one month

Deliverables:

- Stormwater system go-live workshop
- One week of end-user training and go-live support
- One month of remote, as-needed, post go-live support (up to 24 hours)

Activity 4 Ongoing Support

The tasks which follow provide for technical and managerial support for the City's Asset and Performance Management Program. These services are provided on an as-needed basis. It is assumed that the City will procure Cityworks Online licenses and hosting services directly from Cityworks.

16. Ongoing CMMS Technical Support

Objectives: Cityworks technical support requires a sporadic amount to time but a thorough understanding of the software. For that reason, on-going support provided by a technical expert is warranted. This task provides for support on as as-needed basis.

Task Description: Provide technical Cityworks support for up to 480 hours per year.

Deliverables:

- Cityworks technical assistance for up to 480 hours over a one-year period

17. Ongoing AMP Development and Management Support

Objectives: This task provides for the development of Cityworks as an asset management tool. For example, key information such as asset condition and criticality will be added to the system as City staff become more familiar with the use of Cityworks. The support services provided for in this task assists the City with determining, for example, how these data are to be used to drive repair and replacement. Many other examples are possible such as analysis of the PM program efficacy, cost effectiveness of third-party maintenance work, inventory usage and critical spare management, etc.

Task Description: Assist with development and maturity of the Asset Management Program through periodic support services as needed. Review KPIs on a monthly basis and provide analysis and suggestions. Assist as necessary in the development of a data driven method for repair and replacement decisions. These strategies can be supported using Cityworks tools such as Operational Insights to identify and assess high-risk assets based on calculated risk scores, which can be used to drive maintenance plans and increase asset lifespans.

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Deliverables:

- Assistance to Utility management with the on-going development of the Asset Management Program. This task assumes 24 hours per month of as-needed services.
- Implementation and configuration of Operational Insights for up to 15 asset types.
- Iterative testing and revision process (10 business days, 2 iterations)

18. Ongoing Technical Support and Hosting of Performance Management System

Objectives: This task provides for hosting of the cloud-based performance management system and for ongoing technical support for the first-year post go-live.

Task Description: Provide cloud-based hosting of the performance management system for a period of one year, including unlimited licenses and technical support for up to 96 hours during the first year post go live. After the first-year post go live the city is responsible for software hosting fees.

Deliverables:

- One year of hosting services and technical support services

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EXHIBIT B

Payment Schedule

Services described in Exhibit A will be provided on a fixed fee basis for the amounts shown in the table below, with the following exceptions which will be billed on a time and materials basis:

- Tasks 10.1 and 10.2 for interface development. The dollar amounts may be modified based on the findings of Task 9.
- Task 13 for as needed GIS support
- Tasks 16, 17 and 18 for ongoing as needed support

Hourly rates for time and material based tasks are shown in the rate schedule which follows.

Invoices will be submitted monthly. For fixed fee tasks invoices will be based on the percent of each task completed. For time and material tasks invoices will show hours worked by position grade and the rate per hour.

On or about the beginning of Activity 2 the city will be required to procure the necessary Cityworks subscriptions. These costs are not included in Brio's fee. Please refer to the Azteca Systems, LLC quotation Q-24397-1 dated 2/19/2022. The estimated fee is $34,250 for the first year and $68,500 annually for years two and three.

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Activity 1 Asset Management Program Initiation	**$93,194**
1. Incode Work Order Update	$11,380
2. Vertical Plant Asset Registry	$24,510
3. Document PM Procedures	$28,652
4. Business Process Improvement	$28,652
Activity 2 Cityworks Configuration, Interfaces & Performance Mgmt Sys Development	**$687,121**
5. Cityworks Storeroom Configuration	$20,589
6. Procurement & Mtls Mgmt Go-live & Support	$25,766
7. Cityworks AMS System Configuration	$253,496
8. Vertical Plant Go-live	$90,660
9. TMSO and WebQA Interface Design and Benefit Analysis	$45,434
10.1 TMSO Interface Development and Testing - Time and materials not to exceed	$45,602
10.2 WebQA Interface Development and Testing - Time and materials not to exceed	$45,602
11. Linear System Go-live	$90,660
12. Performance Mgmnt System Development & Go Live	$69,312
Activity 3 Stormwater Utility Support	**$223,318**
13. Review Geodatabase Deign & Provide Tech Assistance	$25,000
14. Implement Cityworks for Stormwater	$107,658
15. Go Live Support for Stormwater	$90,660
Phase 4 Ongoing Support Year 1	**$358,754**
16. Ongoing CMMS Technical Support - First Year Post Go-live	$143,992
17. Ongoing AMP Development & Mgmt Support - First Year Post Go-live	$150,722
18. Ongoing Technical Support & Hosting of Performance Mgmt System	$64,040
Total Program Cost Through Go-Live and 1st Year	**$1,362,387**

Rate Schedule	
Postion	**Hourly Rate**
Principal	$315
Sr. System Architect	$225
Geospatial Developer	$269
Geospatial Project Manager	$208
Solutions Architect	$242
Solutions Engineer	$224 to $269
Application Architect	$269 to $298
Geospatial Analyst	$151 to $179

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