

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
AMPM CONSULTING LLC**

This AGREEMENT, including Attachment A through E, between the Broken Arrow Municipal Authority (OWNER) and AMPM CONSULTING LLC (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to implement program/project management software (PROJECT) for which OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the _____ day of May, 2018.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment D, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, OWNER'S Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, and specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 7 - LIABILITY

7.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 8.

7.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER's agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the CONSULTANT's negligent or intentional acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, then they shall be borne by each party in proportion to each entity's own negligence.

7.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 7 shall survive.

ARTICLE 8 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the CONSULTANT has acted in good faith and performed his duties in accordance with this AGREEMENT, CONSULTANT shall not be liable to OWNER for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other PROJECT participant to fulfill contractual or other responsibilities to the OWNER, failure to finish or construct the PROJECT in accordance with

the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 14 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

ARTICLE 15 - DELAY IN PERFORMANCE – continued

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:	Broken Arrow Municipal Authority (BAMA) 485 N. Poplar Street Broken Arrow, OK 74012 Contact: Mr. Alex Mills, P.E. Director of Engineering and Construction
CONSULTANT:	AMPM Consulting LLC 1339 Hamden Ct. O'Fallon, MO, 63368 Contact Name: Kevin Corwin Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 8.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that it:

24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

Broken Arrow Municipal Authority (BAMA)

Approved as to form:

CONSULTANT:

AMPM Consulting LLC

By *Seshi Myers*
Asst. City Attorney

By *Holly Corwin*
Holly Corwin
Member

By _____
Michael L. Spurgeon, City Manager

Date _____

ATTEST: _____

Attest:

Date 5/2/18

Secretary

VERIFICATIONS (If not a corporation)

State of Missouri
County of St Charles §

Before me, a Notary Public, on this 2nd day of May, 2018, personally appeared Holly Corwin, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____ of AMPM Consulting, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: July 12 2020

Jill A. Lococo
Jill A. Lococo
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
AMPM CONSULTING LLC (CONSULTANT)
FOR
PROJECT MANAGEMENT SOFTWARE / 185204**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of May, 2018.

1.0 PROJECT UNDERSTANDING and CHARTER

CONSULTANT understands that the OWNER has retained their professional services for the Design, Selection and Implementation of Project Management Software (PMS) for use in planning and delivering OWNER's municipal projects. The selected PMS will be used for the accurate and timely project tracking (design management, construction management, reporting, budgeting, financial tracking, scheduling, etc.) of all project data related to OWNER's municipal projects from inception/planning through the post-construction warranty period.

In addition, the CONSULTANT understands that the OWNER has \$70,000 budgeted for this PROJECT that includes all professional consultant fees. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands:

GOALS: The Primary Goals of this project will be:

1. Create transparency of project information; improved efficiency in operations; and confidence in the controlled delivery of projects
2. Assure the capture, monitoring, analysis, and accessibility of project data and information in a central software-based repository
3. Empower project management personnel to take greater ownership of project executions and enable leadership to easily ascertain and use project, program, and portfolio information in decision making
4. Improve accuracy of spending forecasts; utilization of funds; and prevention of cost escalations
5. Reduce project delivery times and improve quality assurance/control methodologies

Key Deliverables for this project will be: See Attachment B

Key Reviews and Approvals by OWNER will be: See Attachment C

Key Milestones in this project delivery will be: See Attachment E

Primary Risks identified at this project stage include:

Risk #	Risk Description	Proposed Response
1	Unidentified processes found during initial system start-up.	Phase implementation and include support phase in next contract beyond system go-live
2	Balancing feedback availability of OWNER Leadership and PMs	Frequent access and availability of CONSULTANT to OWNER offices and personnel
3	Unknown if one software will meet all desired functionality and integration requirements	Phasing contract to determine software selection before implementation. Weigh as a selection consideration.
4	ERP software not yet selected and capabilities unknown	Phasing contract to determine software selection before implementation and coordinating with BerryDunn on ERP functions.

Budget funding for this project includes:

Fund Name:	Funding Purpose:	Date Available:	Amount Available:
General	PMS Phases 1 & 2	Now	\$44,300
General	PMIS Licensing	TBD	TBD
General	PMS Phases 3, 4, & 5	TBD	TBD

Change Management will be performed as follows:

- CONSULTANT will track issues and risks with a similar approach to that being proposed for the PMS.
- Those which have the potential to impact scope, schedule, or fee will be communicated to the OWNER's project manager.
- If conditions causing a change are realized, the risk/issue will initiate a change request presented to the OWNER's project manager and follow prescribed internal routing for review/approval.

Interrelated Projects with this PMS project include:

- OWNER's ERP Implementation

Project Contacts include:

Alex Mills, PM
Engineering & Construction Department
485 North Poplar Ave., Broken Arrow, OK 74012
Office: 918.259.2400 ext. 5380
Email: amills@brokenarrowok.gov

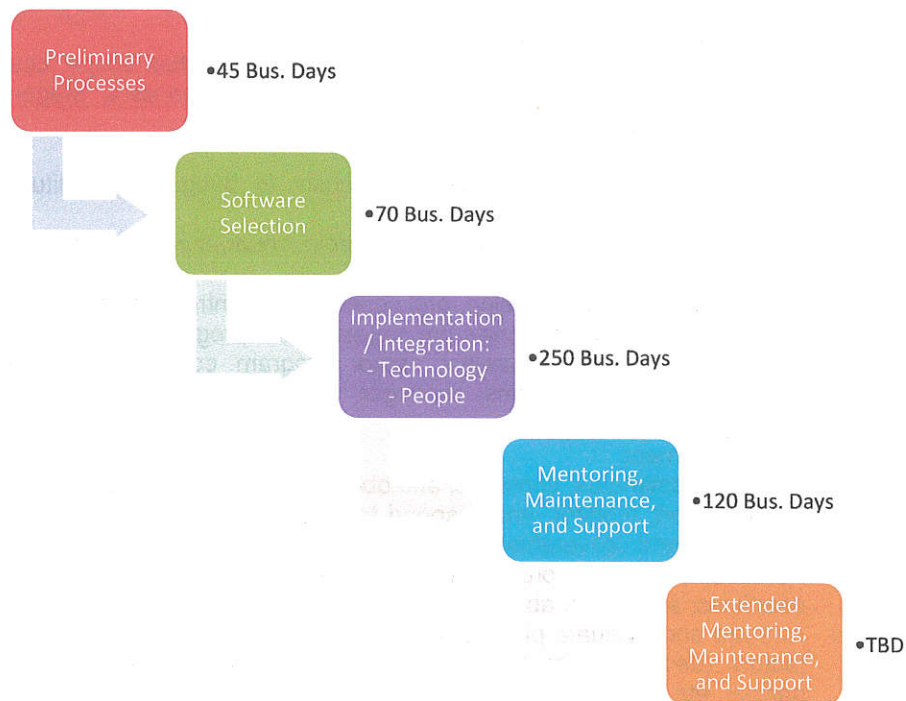
TBD
Berry Dunn (ERP Consultant)

Kevin Corwin, CONSULTANT PM
AMPM
1339 Hamden Ct., O'Fallon MO 63368
Mobile: 636-312-4480
Email: kevinc@askampm.com

Shawn Young
AMPM
1339 Hamden Ct., O'Fallon MO 63368
Mobile: 314-563-1937
Email: shawn.young@riicon.com

2.0 PROJECT SCOPE

The total Project Scope will include the selection, implementation, and support of a Project Management Software (PMS) in the OWNER's Engineering/Public Works Department. The PMS will meet all of the goals described above and be a common platform for all personnel to manage the overall Scope, Cost, Schedule, Procurement, Risk, Quality, Resources, Stakeholders, and Communication on all projects. The primary execution phases along with estimated time durations, are outlined in the figure below and detailed in the sections which follow.



3.0 SCOPE OF SERVICES

Phase 1 - Preliminary Processes Phase

The Project Charter, approved as part of the scoping and contracting with the OWNER, will document the goals, objectives, deliverables, and desired results for implementation of the PMS and serve as the foundation to the initial kick-off and the entire project. A kick-off will be held as soon after contract execution as the OWNER and CONSULTANT availabilities allow. After the kick-off, CONSULTANT will begin by conducting interviews with Program Leaders and Project Managers, as well as BerryDunn members working on the ERP, to build relationships and understand the individual and collective needs and aspirations for the system. CONSULTANT will spend one week in OWNER's offices and at OWNER's construction sites observing and clarifying many of the processes. This will be to generally understand how project management

work is currently accomplished by staff and to chart the work processes both practiced and desired.

CONSULTANT will then document preliminary work processes at a high level (approximately 7-8 steps plus notes) as well as draft new ones where relevant ones do not exist. In general, CONSULTANT anticipates the primary processes to be addressed as part of this system will include the following (note: these are grouped based on PMI's PMBOK Knowledge Areas):

- Integration Management
 - Report and monitor the visibility of project information across all projects and programs
 - Select a project management software tool and integrate the tool into all PMS business processes
- Scope Management
 - Develop and update project scopes, deliverables, statuses, and validations
 - Initiate projects with scope, cost, schedule, resource, quality, risk, and communication information
 - Inventory known development, design and construction facts/phases/tasks/"to-do"-items about each project
 - Validate, update, or close-out project phases with actual scope, cost, schedule, resource, quality, risk, and communication information as a "stage-gate" to the next phase
- Cost Management
 - Transition estimates, contracts, and costs to budget expenditure allocation, definition, and entry
 - Track, report, monitor, and respond to project budget performance within multiple time-frames
 - Manage development, design, and construction contracts and pay applications
 - Forecast near-term and long-term project and/or program budgets and costs
 - Analyze and evaluate project and/or program cost/budget performance by multiple factors (deviations, manager, consultant, contractor, timeframe, total budget, partner, etc.)
- Schedule Management
 - Transition estimates, contracts, and obligations to schedule definition and entry
 - Track, report, monitor, and respond to project schedules, progress, milestones, deadlines, and deliverables
 - Forecast viability of project and/or program schedules, progress, milestones, deadlines, and deliverables
 - Analyze and evaluate project and/or program schedule performance by multiple factors (deviations, manager, consultant, contractor, timeframe, total budget, partner, etc.)
- Resource Management
 - Track, report, monitor, and respond to available, planned, and potential internal and external assignments at the program level
 - Forecast long-term program workload
 - Certify project managers with in-house mentoring and training
 - Catalogue and track consultant/contractor/vendor information (skills, specialties, certifications, staff, etc.)
- Quality Management
 - Establish QA/QC methods and expectations by project/program
 - Capture, store, and monitor QA/QC documentation at relevant project progress milestones
 - Protect QA/QC duration in project schedules
 - Capture, store, and monitor warranty, guaranty, and life-cycle-costing information

- Analyze and evaluate project quality performance by multiple factors
- Risk Management
 - Identify, evaluate, plan responses to, and execute mitigation strategies for, project risks at initiation and throughout project life-cycles
 - Track, report, monitor, respond to, and inventory, risks during project execution
 - Translate applicable risks after project delivery during warranty and maintenance periods
- Procurement Management
 - Validate project readiness for various types of procurement and integrate with financial procedures
 - Prepare, capture, and store project procurement information (including vendor performance)
 - Assure proper procurement practices are followed and procurements are properly closed
- Communications Management
 - Establish communication plans, methods, and expectations by project/program
 - Report and monitor project progress/performance information by multiple factors and multiple time-frames
 - Capture and report project information necessary for program management, organizational leadership, and stakeholder reporting
 - Establish stakeholder engagement elements of each project prior to, during, and after project execution

CONSULTANT will prepare text descriptions and flow charts for each preliminary process along with general key software functions identified through the interviews. Results will then be presented in an easy online survey to garner input on process improvements and assist in prioritizing the processes and supporting software functions. Some ad-hoc workshops may also be used to collect additional input or clarify any feedback. All of this allows OWNER and BerryDunn to provide early input into the processes, identify important functionality of the software, and begin building buy-in for operational changes. CONSULTANT will also coordinate reviews of ERP Needs Assessments and Functionalities with OWNER and BerryDunn in order to provide recommendations on each to OWNER.

CONSULTANT will make any modifications to the preliminary processes based on the workshops, provide ERP functionality recommendations, and produce a final Software Functionality Matrix for the PM Software – a table of individually identified software capabilities with rankings such as “Must Have” vs. “Nice to Have”.

The remaining part of this phase will consist of strategizing with OWNER Leadership and BerryDunn about the most effective approach to implementation of new processes and software as well as transition management. During these steps, likely change agents as well as barriers within the organization will be identified. Buy-in approaches will be discussed as well as incremental implementations. CONSULTANT will develop and document a final implementation and transition management plan after software selection, but before roll-out of the new system and to guide the other phases.

Phase 2 - Software Selection Phase

Using confirmed preliminary process information, CONSULTANT will begin working with OWNER and BerryDunn on evaluation and testing of various software. OWNER may have already narrowed the list of possible software for consideration and/or modules of the ERP being implemented by BerryDunn, in which case, this phase will be adapted for more detailed evaluation, testing, and validation of the software. Project Management Software can range from standalone elements (scope/time/cost/risk) as well as “all-in-one” software which has elements that may overlap with ERP accounting, procurement, resource tracking, customer

service functions, etc. It is anticipated (and recommended) OWNER will prefer a cloud-based software solution which would be accessible from anywhere, especially construction sites. If a PM Software separate from the ERP is selected, integrations will likely be built in later phases to move vital information between the two. CONSULTANT will adapt the PMS selection to OWNER's desires and requirements.

The PM Software Functionality Matrix will serve as the basis for gap analysis/evaluation between current operations and both basic and desired software functionalities. There are literally hundreds of project management software options on the market for government agencies and it would not be an effective use of resources to research and test each one. CONSULTANT proposes to eliminate many quickly based simply on expertise and to present a narrowed list to the OWNER for review and consideration. A presentation of the evaluations will be provided to OWNER and BerryDunn along with recommendations for a shortlist. CONSULTANT will then facilitate deliberation over the software options and approval of a vendor shortlist of up to 4-5 vendors (if not already available).

Following the shortlist approval, CONSULTANT will schedule vendor demonstrations. CONSULTANT will prepare a series of functionality scenarios, transmit these to the vendors, and work with vendors to incorporate responses to the functionality scenarios for live demonstration to the OWNER. CONSULTANT will facilitate the vendor demonstrations whether live or via web-cast. Based on the demos, CONSULTANT will lead OWNER through collaborative testing and evaluation using a survey tool with 1-5 ratings (5 highly satisfied – 1 highly unsatisfied) in the following categories:

- Functionalities – Compliance with the requirements and/or desirability of available features
- Intuitiveness – The function comprehension ease for an average employee
- Fluidity – How well information input flows and how easy it is to move between fields or functions
- Flexibility – How easily the software can be adapted and/or customized
- Reference – How well similar, relatable clients or contexts are using the software
- Mobility – The ease and strength of the associated mobile application(s)
- Reporting – The level, amount, and flexibility of reporting available
- Integration – The ease or openness to which the tool can integrate with other software
- Scalability – How well the software may scale to future needs (especially Asset Management)
- Implementation Ease – The level/degree of set-up effort
- Support – The options, availability, and ratings of customer support
- Deployment Options – The number and level of options (e.g., Cloud, SAAS, Site, Mobile, etc.)
- Pricing – One-time and/or subscription fees (will include three-year total costs of ownership)
- Value – The level of features for the pricing

Once demonstrations and ratings are complete, CONSULTANT will work with OWNER and BerryDunn to determine the final software selection. After final software selection, CONSULTANT will work with OWNER to develop, establish budget, and execute a scope, fee, and contract for Phase 3 – Implementation and Phase 4 – On-going Support.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
AMPM CONSULTING LLC (CONSULTANT)
FOR
PROJECT MANAGEMENT SOFTWARE / 185204**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following compensation and hourly rates shall apply as described in Attachment B and shall be made a part of the AGREEMENT dated the ____ day of May, 2018.

1.0 PRELIMINARY PROCESSES: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following deliverables:

- 1.1 Preliminary process text descriptions and flowcharts
- 1.2 Preliminary metrics for collection and reporting along with preliminary key-performance-indicators (KPIs)
- 1.3 Preliminary Responsible-Accountable-Consulted-Informed (RACI) charts
- 1.4 Recommendations Memo for ERP Needs Assessment and Functionalities
- 1.5 PM Software Functionality Matrix
- 1.6 Implementation and Transition Management Plan

2.0 SOFTWARE SELECTION: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following deliverables:

- 2.1 Updated PM software tool functionality gap/requirements matrix
- 2.2 PM software testing and evaluation results summary and recommendation memo and presentation
- 2.3 PM software vendor shortlist
- 2.4 PM software vendor demonstrations outlook calendar invites
- 2.5 PM software vendor live demonstrations and ratings
- 2.6 PM software vendor final selection
- 2.7 Negotiated Scope, Fee, and Contract for Phases 3 and 4

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
AMPM CONSULTING LLC (CONSULTANT)
FOR
PROJECT MANAGEMENT SOFTWARE / 185204**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of May, 2018.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the PROJECT;
- 1.3 OWNER shall furnish to CONSULTANT copies of all internal procedural or guidance documents related to the processes associated with the PROJECT;
- 1.4 OWNER shall be responsible for all license fees and for all software acquisition costs associated with the PROJECT; and
- 1.5 OWNER shall examine all studies, reports, memos, sketches, estimates, specifications, drawings, charts, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 Once an ERP software solution is selected and available, OWNER shall arrange accessibility to a duplicated test environment of the OWNER's ERP via VPN for the CONSULTANT's use in evaluation and testing
- 2.2 OWNER will provide reviews and approvals (after OWNER requested revisions) to the drafts of deliverables identified in Attachment B.

**ATTACHMENT D
TO
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the ____ day of May, 2018.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1 Preliminary Processes Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$27,500.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 2 Software Selection Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$16,800.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of April 1, 2018:

Professional Services

Lead Consultant / Project Manager	\$150.00
IT Lead	\$125.00
Analyst	\$100.00

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
AMPM CONSULTING LLC (CONSULTANT)
FOR
PROJECT MANAGEMENT SOFTWARE / 185204**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of May, 2018.

1.0 PRELIMINARY PROCESSES PHASE:

WBS	Name	Duration	Start	Finish	Predecessor
1	Preliminary Processes	45.00d	5/30/18	7/31/18	
1.1	Kick-Off and Notice To Proceed	0.00d	5/30/18	5/30/18	
1.2	COBA Staff Engagement	5.00d	5/30/18	6/5/18	1.1 FS 0.00d
1.3	Preliminary Process Charting	10.00d	6/6/18	6/19/18	1.2 FS 0.00d
1.4	ERP Functionality Review and Coordination	15.00d	6/6/18	6/26/18	1.3 FS 0.00d
1.5	COBA Staff Online Survey	20.00d	6/27/18	7/24/18	1.3 FS 0.00d, 1.4 FS 0.00d
1.6	Software Functionality Matrix	5.00d	7/25/18	7/31/18	1.5 FS 0.00d

2.0 SOFTWARE SELECTION PHASE:

WBS	Name	Duration	Start	Finish	Predecessor
2	Software Selection	70.00d	8/1/18	11/6/18	1 FS 0.00d
2.1	Shortlist Software Vendors	10.00d	8/1/18	8/14/18	
2.2	Present Shortlist to COBA	0.00d	8/14/18	8/14/18	2.1 FS 0.00d
2.3	Software Demos and Evaluation	20.00d	8/15/18	9/11/18	2.2 FS 0.00d
2.4	Software Selection / Procurement and Licensing	20.00d	9/12/18	10/9/18	2.3 FS 0.00d
2.5	Phase 3 and 4 Scoping + Contract Amendment	20.00d	10/10/18	11/6/18	2.4 FS 0.00d