

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and Berry Dunn McNeil & Parker, LLC, doing business as BerryDunn, whose address is 4742 North 24<sup>th</sup> Street, Suite 350, Phoenix, AZ 85016 (the "**Provider**"), in reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Project Management Services for the City’s Enterprise Resource Planning (ERP) System Implementation. City staff issued a RFP/RFQ on May 6, 2019 and after a submittal period of 24 days received four timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for Project Management for the implementation of a new Enterprise Resource Planning (ERP) system, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### **1. TERM:**

The term of this Agreement shall commence on the 17 day of July 2019, and shall terminate on the 16 day of July 2022, unless terminated earlier as set forth herein.

### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

### **3. COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

b. The total compensation for the work under this Agreement is not to exceed \$720,000.

**4. TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable

attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

## 10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

### A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
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Property Damage:	\$1,000,000 each occurrence
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\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Human Resources Department  
2263 Santa Clara Ave. Room 290  
Alameda, CA 94501  
ATTENTION: Nancy Bronstein  
Ph: (510) 747-4922 / Fax: (510) 865-4043

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

BerryDunn  
Local Government Practice Area  
4742 North 24<sup>th</sup> Street, Suite 350  
Phoenix, AZ 85016  
ATTENTION: Seth Hedstrom, Principal  
Ph: (480) 482- 3002 / Fax: (207) 774-2375

**18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## **19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

## **20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

## **21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.



**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*Signatures on next page*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

BerryDunn  
A Limited Liability Company

CITY OF ALAMEDA  
A Municipal Corporation

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NAME: Seth Hedstrom  
TITLE: Principal

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Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL

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NAME  
TITLE

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Nancy Bronstein  
Human Resources Director

APPROVED AS TO FORM:  
City Attorney

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Alan Cohen  
Assistant City Attorney

## **Attachment A**

### **BerryDunn Statement of Work and Fee Schedule for City of Alameda Project Management Services for ERP System Implementation**

#### **A. Detailed Work Plan**

What follows is a detailed account of our work plan to complete the City's desired tasks as the Statement of Work for this project.

##### **Phase 1: Project Initiation**

- 1. Conduct initial project planning session.** BerryDunn will conduct an initial project planning work session with the City's Project Team and any additional key stakeholders identified for inclusion by the City. The purpose of this meeting will be to introduce team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate. As part of this meeting, we will discuss our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risk, and resource management. We will also request names and contact information for City staff members who will be involved in the project. These discussions will inform the development of the draft Project Work Plan and Schedule.
- 2. Request and review background documentation.** We will request documentation related to the work performed on this project to date, including the RFP used to procure the new software, the vendor's proposal and contract, the vendor's Statement of Work, information on other software that will be integrated with the new ERP system, software agreements, meeting minutes related to the project, and other documentation the City believes would be valuable for our team to review.
- 3. Develop Project Management Plan.** Based on the information gathered from our project planning meeting, BerryDunn will develop a Project Management Plan, which will describe our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risks, and resource management. The Project Management Plan will also address BerryDunn's approach to providing the services requested by the City and the agreed-upon timeframe for each task. In addition, it will incorporate agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management.
- 4. Review draft Plan with City and update to final.** After providing a draft of the Project Management Plan to the City, we will facilitate a meeting to review the draft and solicit feedback from the City. This feedback will be incorporated into the document, which will then be distributed to the City in final form.

## Phase 2: Implementation Project Management

Each month we will commit the planned hours towards the activities listed below. We expect variation among months based upon the project activities ongoing at that time.

Key Implementation Activity	Advise and Assist	Lead and Manage
Developing and maintaining the Implementation Project Plan and Resource Plan in conjunction with the vendor and the City Leadership Team	✓	
Conducting a project kickoff meeting	✓	
Managing the project scope, deliverables, and timeline with assistance from the City Leadership Team	✓	
Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓	
Coordinating project tasks with assistance from the City Leadership Team	✓	
Functioning as the main point of contact for the vendor's project manager, participating in daily project activities, and tracking project tasks	✓	
Preparing agendas and attending meetings of the City Leadership Team and other internal and external meetings as requested by the City	✓	
Holding weekly meetings with the City's Executive Steering Committee to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made	✓	
Overseeing the project budget, including cost control and change orders, and the vendors' contract compliance	✓	
Validating vendor invoices against project milestones prior to payment	✓	
Coordinating technical resource teams to promote a high-performing and highly available deployment	✓	
Managing data conversion	✓	
Managing software integrations	✓	
Managing the User Acceptance Testing (UAT) process, including: <ul style="list-style-type: none"> <li>Reviewing the vendor's test plan and any applicable test scripts</li> <li>Providing on-site assessment of testing activities</li> <li>Providing recommendations for modifications to the testing plan to increase the likelihood of success</li> <li>Directing City staff in the development of tailored test scripts</li> <li>Managing logistics related to scheduling UAT activities</li> <li>Providing analysis of test results</li> <li>Overseeing regression testing and required configuration changes</li> </ul>		✓
Facilitating oversight of vendor training activities, including: <ul style="list-style-type: none"> <li>Reviewing the training plan and training materials</li> <li>Overseeing vendor training activities</li> </ul>		✓

Key Implementation Activity	Advise and Assist	Lead and Manage
<ul style="list-style-type: none"> <li>Providing recommendations for modifications to the training delivery</li> <li>Providing feedback on training documentation to the implementation vendor</li> </ul>		
<p>Working with the City's vendor and helping to ensure accountability by:</p> <ul style="list-style-type: none"> <li>Helping to ensure the timely completion of tasks and the quality of deliverables provided by the vendor</li> <li>Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the City</li> <li>Facilitating the gathering and sharing of any technical information requested by the vendor</li> </ul>	✓	
Develop the Organizational Change Management Plan for the implementation	✓	
<p>Provide change management oversight, including the following tasks:</p> <ul style="list-style-type: none"> <li>Advise City change management staff on change management considerations</li> <li>Assist City change management staff with coordinating change management strategies to increase the likelihood of stakeholder engagement and change adoption</li> <li>Proactively employ change management strategies to mitigate project risks and issues</li> <li>Assist with identifying and making recommendations on opportunities for business process and organizational change decisions</li> <li>Act as a liaison for City staff affected by the project, receiving user feedback and responding with the appropriate change management strategies</li> <li>Communicate risk mitigation and issue resolution strategies to the appropriate escalation points among City staff</li> </ul>		✓
<p>Providing risk management, including the following:</p> <ul style="list-style-type: none"> <li>Identifying project risks</li> <li>Developing mitigation strategies</li> <li>Communicating project risks to City and vendor staff</li> <li>Assigning key activities to mitigate or resolve project risks</li> <li>Reporting project risks and issues</li> </ul>		✓
<p>Providing weekly tracking of the following:</p> <ul style="list-style-type: none"> <li>Status and performance against scope, schedule, cost baselines, contract, service-level agreements, and other key performance indicators</li> <li>Recently completed tasks and upcoming project activities</li> </ul>		✓

We expect that throughout the implementation, our teams will remain adaptive to evolving needs, and that some tasks we lead for one phase may not require our same level of assistance for the other phases.

### Phase 3: Project Closure

- 1. Conduct phase closeout work session.** BerryDunn will conduct a phase closeout work session following go-live of each phase with the City's Project Team and any additional key stakeholders identified for inclusion by the City. The purpose of this meeting will be to discuss lessons learned during the phase, measure achievement of project goals and objectives, discuss any implementation tasks remaining incomplete, and conduct transition planning for moving to long-term operation of the ERP system and associated policies and processes. These discussions will inform the development of the draft Phase Closeout Memo.
- 2. Develop Phase Closeout Memo.** Based on the information gathered from our phase closeout work session, BerryDunn will develop a Phase Closeout Memo, which will document lessons learned, compare project outcomes to project goals and objectives, document any remaining action items to conclude the implementation, and identify tasks, roles, and responsibilities for transitioning to operational use of the ERP system and associated policies and processes.

### Professional Services Warranty

In the event any of Consultant's Key Personnel fail to maintain the specified deliverables identified in the [Statement of Work] in the prescribed timeline, or do not perform their duties in a respectful and workmanlike manner, the City shall be entitled to provide written notice of such deficiencies to the Consultant's Contact under the Agreement. Contractor shall cure the deficiencies within thirty (30) days, or, if at the conclusion of the thirty (30) day period the performance still does not meet the contractual obligations, replace the individual(s) with similarly qualified and situated Key Personnel.

### B. Fee Schedule

BerryDunn's composite hourly rate for performing the proposed project management services is **\$185**. This does not include travel expenses. In the table below, we have provided a breakdown of labor and travel expense estimates over the course of the 24-month project. The table includes the amount of hours we will commit towards the completion of the tasks and activities described in Section A to be regularly coordinated with the City.

Cost Area	Number of Hours or Trips	Total Cost
<b>Labor: \$185/hour</b>	3,120 hours (based on 30 hours/week x 104 weeks)	\$577,200
<b>Travel Expense Estimate: \$1,358/trip*</b>	52 trips (average of three days on site per trip)	\$70,616
<b>Total</b>		<b>\$647,816</b>

\*The travel expense estimate above is calculated using the following detailed rates:

Expense Category	Price	Units per Trip	Total
Airfare	\$500	1 ticket	\$500

Expense Category	Price	Units per Trip	Total
Hotel (federal GSA rate)	\$150	3 nights	\$450
Rental car	\$70	3 days	\$210
Per diem (federal GSA rate)	\$66	3 days	\$198
<b>Estimated total travel costs per trip</b>			<b>\$1,358</b>

BerryDunn will submit monthly invoices to include the hours spent that month and travel expense incurred.