PROFESSIONAL SERVICES AGREEMENT – PROJECT 2019-048: CONSTRUCTION PROJECTS ASSESSMENT PROGRAM SOFTWARE UPDATES

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the **CITY OF MISSOULA, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as "City," and Axiom IT Solutions, Inc. 1701 South Ave. W., Missoula MT 59801, hereinafter referred to as "Consultant."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1.   Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

2.   Effective Date: This Agreement is effective upon the date of its execution.

3.   Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4.   Payment: City agrees to pay Consultant an amount not to exceed Eighty Two Thousand Five Hundred Ninety Three Dollars ($82,593) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5.   Independent Contractor Status: The parties agree that Consultant, Axiom IT Solutions, Inc. is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (**1**) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (**2**) proof of exemption from workers' compensation granted by law for independent contractors.

6.   Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or

employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation - statutory
- Employers' Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate
- Commercial General Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate
- Automobile Liability - $1,000,000 property damage/bodily injury; $2,000,000 annual aggregate
- Professional Liability - $1,000,000 per claim; $2,000,000 annual aggregate

The City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7.   Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

8.   Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Consultant agrees to purchase a City business license.

9.   Nondiscrimination: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

10.   Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

11.   Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising

2

hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

12. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. **Liaison:** City's designated liaison with Consultant is <u>Monte Sipe</u> and Consultant's designated liaison with City is <u>Craig Macholz</u>.

14. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF MISSOULA, MONTANA   <u>Axiom IT Solutions, Inc.</u>
                                                 CONSULTANT (Type Name Above)

By_____   **By**_____

   John Engen, Mayor   **Print Name:**_____

                                                 Print Title:_____

Attest:
By_____
   Martha L. Rehbein C.M.C, City Clerk

APPROVED AS TO FORM

By_____
   JIM NUGENT, City Attorney

Revised 1/14/15

Axiom IT Solutions work items will be addressed in the order below at an hourly rate of $99.50 Per hour up to 830.08 hours or $82,593. Based on pessimistic estimates, this should guarantee delivery of #1 through #4 and part of #5:

Item Description	Optimistic	Typical	Pessimistic	3-Point Estimated Hours
#1 - Subsidy Calculation Change	98.5	145.5	220	**150.08**
#2 - Onsite Data collection	188.5	249.25	330	**252.58**
#3 - GIS Integration	7	13	23	**13.67**
#4 - System Training	11	14	16	**13.83**
#5 - System changes/fixes (*)	274.5	387.25	576	**399.92**
Total hours:	579.5	809	1165	830.08
Total Cost:	$57,660	$80,496	$115,918	**$82,593**

City of Missoula

ENGINEERING DIVISION

Proposal:

Construction Projects Assessment Program

Prepared By:

Table of Contents

Introduction

The City of Missoula Development Services has requested system improvement for the Construction Project Assessment Program (CPAP) system, used to manage and track custom curbs, sidewalks, and assessment projects. The program updates were prompted by the loss of a staff member and a potential regulatory change.

This document provides high-level break down of the system improvements and corresponding 3-point estimates. These estimates can be used to help the City prioritize their needs and aid in their budgeting requests.

Outline

The City of Missoula Development Services has requested system improvement for the CPAP system. The CPAP system is custom Curb, Sidewalks, and Assessment project tracking system. The program updates were prompted by the loss of a staff member and a potential regulatory change.

Through our initial discovery meeting, we identified five areas of system improvements

Item	Description	Priority
1	Subsidy Calculation Change – Add support for having an additional subsidy calculation credit at the parcel level.	1
2	Onsite Data collection – From an iPad or mobile device all for a city engineer to add work items.	2
3	GIS Integration - Remove data entry duplication in their CAD system – The CAD system is used to produce maps that have work item information at the parcel and provide an easy way to calculate work item quantities. To remove this step and create maps with CPAP work item data, AXIOM with work with the city's GIS department to provide them access to the CPAP work item data per parcel.	3
4	System Training – Provide system training for CPAP primary users and train/review the system's external department teams that request reports from the CPAP system. Primarily focused on budgetary reports for finance.	4
5	System changes/fixes – The Development services department has a list of various improvements/updates they would like addressed.	5

AXIOM reviewed each of the five areas of improvement and analyzed the core concepts of the change, how that change affects the CPAP system, and what AXIOM would change to meet the requirements. Below is a list of requirements for each improvement. From this high-level list of requirements, the AXIOM team created tasks associated with each item and estimated their effort. Using a 3-point estimating process, those tasks were summarized in the individual item estimates.

CPAP – Subsidy Calculation Change

SCOPE

Subsidy Calculation Change – Add support for having an additional subsidy calculation credit at the parcel level.

1) Update the business logic to support an additional CreditCategory item (New Subsidy).
2) Only allow one subsidy credit to be applied per parcel
3) The new subsidy will cap the homeowner out-of-pocket at $9000. The subsidy calculation will be the same as the current subsidy except that once the homeowner has paid $9000, the city picks up the rest of the tab. Subsidy calculation needs to support inflationary cap - allow for easy adjustment of values.
4) Any reports or onscreen values will show the correct credit information

DELIVERABLES

Update the CPAP application, database structure, reports, and reporting views.

RISKS

1) We identified 15 reports that are affected by this change and accounted for time to review, but changes could be more complicated than anticipated.

ASSUMPTIONS

1. A parcel can only have one Subsidy credit applied to it.
2. Any changes to the subsidy variables will be stored in an application configuration file.

HOURS & COST

Optimistic Hours	98.50	<-
Typical Hours	145.50	<-
Pessimistic Hours	220.00	<-
3-Point Estimated Hours	150.08	
AXIOM Hourly Rate	$ 99.50	
Estimated Cost	$ 14,933.29	

CPAP – Onsite Data Collection

SCOPE

Onsite Data Collection – From an iPad or mobile device all for a city engineer to add work items.

1) Create, test, and deploy a mobile targeted web application to address the CPAP basic work items (Add/Update/Delete) at the parcel group level.
2) Publicly facing mobile site
3) Authentication – Forms Authentication
4) View & Select projects
5) View & Create parcels (Only basic parcel information. Like the "Anonymous parcel" screen. Advanced editing can happen at the office.)
6) Add Work items (same workflow and data fields as the current program)
7) Delete and Edit work items from the parcel screen

See Appendix A for more details.

DELIVERABLES

Publicly facing password-protected web site specifically designed to add work items into the CPAP system using a mobile phone or iPad

RISKS

- This approach requires that the user have internet connectivity for the application to work.

ASSUMPTIONS

1. The city will host the public facing web site
2. The web site will have access to the CPAP database.
3. You can only edit a work items if NO payments have been made against it.
4. No separate user roles are needed. User password will be set in CPAP.

HOURS & COST

Optimistic Hours	**188.50**	<-
Typical Hours	**249.25**	<-
Pessimistic Hours	**330.00**	<-
3-Point Estimated Hours	252.58	
AXIOM Hourly Rate	$ 99.50	
Estimated Cost	**$ 25,132.04**	

CPAP – GIS Integration

SCOPE	DELIVERABLES
AXIOM will work with the City GIS department to provide a SQL Server view or stored procedure that has a common parcel ID (State Geocode), and work item information (Work Item type & Qty). • Work with and verify that the ARC Map generated maps correctly show all of the work items associated with the parcel data in CPAP	SQL Server view or stored procedure. Access information and accounts if needed to all the City's GIS team to pull information from CPAP. Deployment steps and scripts. RISKS: 1. Esri may require a different approach to import CPAP work items.

ASSUMPTIONS	HOURS & COST		
Only a data view or stored procedures is needed to pull information from the CPAP SQL server in Arc Map.	Optimistic Hours	7.00	<-
	Typical Hours	13.00	<-
	Pessimistic Hours	23.00	<-
	3-Point Estimated Hours	13.67	
	AXIOM Hourly Rate	$ 99.50	
	Estimated Cost	$ 1,359.83	

CPAP – System Training

SCOPE	DELIVERABLES
AXIOM will provide two 4-hour training sessions to review the current system for the engineering staff.	• Onsite system trainer and session outline (2 sessions) • Existing system documentation (Parcel Export process and SSRS training documents) • Training notes

ASSUMPTIONS	HOURS & COST		
1. A couple of hours of preparation and training notes write-up time after each session is required. 2. If training sessions need to be tailored to a specific user group, AXIOM will be informed with enough time to adjust the material.	Optimistic Hours	11.00	<-
	Typical Hours	14.00	<-
	Pessimistic Hours	16.00	<-
	3-Point Estimated Hours	13.83	
	AXIOM Hourly Rate	$ 99.50	
	Estimated Cost	$ 1,376.42	

CPAP – System changes/fixes

SCOPE

CPAP System changes/updates. AXIOM received a list of 17 items to address. Of those, 17 items five of them require more analysis. This estimate covers the remaining 12 items. The level of effort to address these changes was not evenly distributed among these 12 requests. Included is break down of effort for each task. This will allow the City to prioritize our development efforts.

Change request Items:
1) Move work items
2) Split Project
3) Next and Previous parcel/group navigation
4) Bond Sale documents updates
5) Lock down work items after payment
6) Scroll through cost reports
7) Tab through parcels when adding work
8) Keep date on bid proposal
9) Lock top bar on parcel cost report
10) Add Qty to Project Engineering Estimate report
11) Updated Payment invoice - spelling error
12) Invoice work to additional contractors

See Appendix B for more details.

DELIVERABLES

Update the CPAP application, database structure, reports, and reporting views.

Level of Effort break down for each item:

Item:	Optimistic	Typical	Pessimistic	3-Point Estimate
1	40.50	54.25	87.00	57.42
2	40.00	55.25	87.00	58.00
3	12.50	17.75	27.00	18.42
4	13.50	22.75	34.00	23.08
5	7.00	10.75	15.00	10.83
6	8.00	10.75	15.00	11.00
7	12.00	20.75	27.00	20.33
8	9.00	11.75	18.00	12.33
9	5.50	6.75	10.00	7.08
10	7.50	12.75	19.00	12.92
11	2.50	2.50	4.00	2.75
12	116.50	161.25	233.00	165.75
Totals:	274.50	387.25	576.00	399.92

ASSUMPTIONS

1. Each item's estimate is independent.
2. If we address item #1 and #2, some reduced cost with duplication of effort.

HOURS & COST

Optimistic Hours	274.50	<-
Typical Hours	387.25	<-
Pessimistic Hours	576.00	<-
3-Point Estimated Hours	399.92	
AXIOM Hourly Rate	$ 99.50	
Estimated Cost	$ 39,791.71	

Hours & Cost Summary

Item Description	Optimistic	Typical	Pessimistic	3-Point Estimated Hours
#1 - Subsidy Calculation Change	98.5	145.5	220	**150.08**
#2 - Onsite Data collection	188.5	249.25	330	**252.58**
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Total hours:	579.5	809	1165	**830.08**
Total Cost:	$57,660	$80,496	$115,918	**$82,593**

(*) Level of Effort break down for each system changes / fixes:

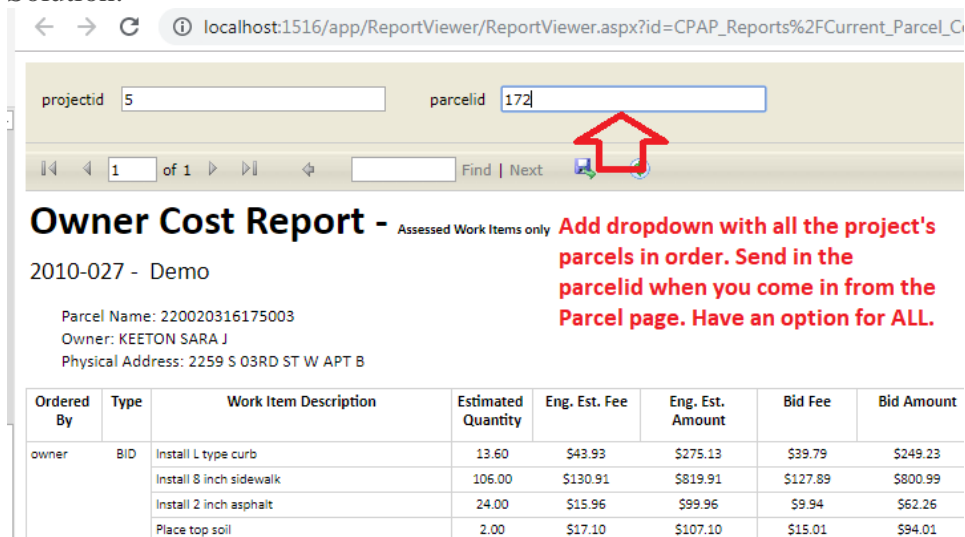| Item:	Optimistic	Typical	Pessimistic	3-Point Estimate
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2	40.00	55.25	87.00	58.00
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5	7.00	10.75	15.00	10.83
6	8.00	10.75	15.00	11.00
7	12.00	20.75	27.00	20.33
8	9.00	11.75	18.00	12.33
9	5.50	6.75	10.00	7.08
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11	2.50	2.50	4.00	2.75
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Totals:	274.50	387.25	576.00	399.92

Appendix A – Onsite Data Collection Details

- Create, test, and deploy a mobile targeted web application to address the CPAP basic work items (Add/Update/Delete) at the parcel group level.
- Publicly facing mobile site
- Authentication – Forms Authentication
- View & Select projects
- View & create parcels (Only basic parcel information. Like the "Anonymous parcel" screen. Advanced editing can happen at the office.)
- Add Work items (same workflow and data fields as the current program)
- Delete and Edit work items from the parcel screen
- The application will have seven main views:
    - Home screen:
        - Collects username and password
    - Home screen:
        - Select the project
    - Home screen:
        - List project name, parcel grid, & side menu (Add Parcel, Change Project)
    - Add Parcel:
        - Selector for parcel type (Individual (default), Anonymous, Condo). Condo option requires the user to select a new condo or add to an existing condo.
    - Add Parcel details:
        - Simplified parcel data collection. (Fields: Name, Physical Address fields, notes).
        - This page will be used to edit the parcel if needed.
    - View Parcel:
        - Show parcel name and physical address.
        - Have a button to "Add Work Items".
        - Show a grid of all the work items for this parcel.
        - Edit or delete work items from the grid.
        - Top of page has << >> buttons to jump to the next parcel.
        - Menu items: Edit, Project Home, Switch Project
    - View Parcel – New Work Item/Edit Work Item
        - This page is a "popup" or "slide out" over the view parcel page. The data entry section should not cover the whole parcel page. The uses should be able to tell what parcel they are either editing a work item or adding one.
            - Cancel X button at top
            - Top of page has << >> buttons to jump to the next parcel.
            - Top menu: Project home
        - Data fields:
            - Work Item Type dropdown.
            - Checkbox SRU (Show rarely used work items)
            - Fund dropdown
            - Ordered by dropdown
            - Quantity
            - Cost
            - Contractor - This only applies if we choose to allow work to be added to other contractors that didn't win the bid.

- Action bar: on the bottom of the page
  - New Work Item: Save & Save Next. Save, saves the item and returns to the parcel details page. Save next, save the item and allows the user to add another work item to the parcel.
  - View/Edit existing work item: Save button and >>, << buttons to skip between work items quickly.

Appendix B – System Changes/Fixes Details

1. Move work items
   a. Once payment has is made on the work item, it cannot be moved.
   b. New Action Item under the Parcel screen.
   c. New Screen where you can select multiple work items and select the parcel group to assign it to.
   d. Add confirm/warning message
2. Split Project – Screen where the user can Move Parcel/Parcel Groups to another project. The user selects the Parcel Groups and the project. Then confirms the move.
   a. Only Parcels that have not invoices or payments applied to their work items can be moved. The user will see a list of error if a parcel can't be moved.
   b. New Action Item under the Project Page
   c. Add confirm/warning message
3. On the PROJECT INFO BAR at the top of a parcel, show the Next and Previous parcel/group in the project as a link. This will allow the user to step through every parcel/group in a project without having to navigate to the project home or Project – Work Item pages.
4. Review and update Bond sale documents. Since the current issues aren't clearly defined:
   a. 4 hours of analysis work with Monte and the finance team
   b. 8-16 hours of development, testing, and deployment
5. "Lock down work items after a payment has been made".
6. "Scroll through cost reports to the next property – want to quickly jump from one owner cost report to another"
   a. Solution:

7. "Tab through parcels especially when adding work"
   a. Two things need to happen here:
      i. 1) Implement System changes/fixes #3, the ability to switch parcels.

      ii.   2) If they use selects a new parcel group to add the work item to, on save, the "work Item: Add page" now switches to the new parcel group.

8. "Keep date on bid proposal" & "All bids tab not showing date of bid"
    a. This requirement is unclear what date we need to show. Our estimate will be based off assuming we have the date in the CPAP database.
9. "Lock top bar on the parcel cost reports so when you scroll down you know what column you are looking at"

    a.
10. "Project Engineering Estimate Breakdown By Work Items report – show total quantities for each work item"

    a.
11. "Period is spelled wrong on Payment invoice"
12. "Is there a way to add additional invoices, such as to outside contractors etc. so they are reflected in the cost summary report? Like Bitterroot welding on Van Buren"
    a. Added Work Items need to have the option to select a contractor
    b. When you make a payment, you would need to select the contractor to make payment to.
    c. Have a way to set a company as a "contractor" that could be used to invoice work items.
    d. Update all the reports that are affected by this.