



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-10

**#2016-262 - Approving Amendment to Purchase Agreement with Cartegraph Systems, Inc.**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 25, 2016

**Subject:** Approving Amendment No. 1 for Enterprise Asset Management System for the Public Works Department

**Presenter(s):** John Collins PE, Public Works Director

## Background

The Enterprise Asset Management System (EAMS) implementation focuses on the needs of the Public Works Department, such as the work order process, customer service requests, asset reports, asset inspections, preventative maintenance, inventory, workflow management, capital improvement tracking, and document support. Full implementation should take about three (3) years and result is a significant improvement in planning, budgeting, and reporting.

On June 24, 2014, via Resolution No. 2014-177, City Council approved an agreement for Enterprise Asset Management System with Cartegraph Systems, Inc. of Dubuque, Iowa for the Public Works Department, in the amount of \$121,840.00. Such approval also consisted of Year 1-3 licensing costs for such system at \$76,000.00 annually.

Over the course of the original agreement a small addition for a test environment was incorporated to accommodate needs of Wastewater staff. Such test environment was at a cost of \$3,400.00, paid via credit card, and allowed Wastewater staff the ability to get familiar with the asset management system without adding erroneous information or deleting critical data.

## Discussion

To date, assets for traffic signal operations, storm water, and the sanitary sewer collection system have been implemented.

The Wastewater staff desires to contract with Cartegraph Systems, Inc., for additional training in the amount of \$19,000.00. These implementation services will consist of a series of onsite workshops led by a Cartegraph Implementation Specialist and will address, at a minimum:

Consulting:

- Review existing OMS implementation and provide goal-oriented best practice recommendations

Training:

- Report generation
- Request Management
- Notifications
- Import/Export
- Asset Inspections
- Scenario Builder
- Latest OMS release functionality

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve Amendment No. 1 to the original agreement for Enterprise Asset Management System (EAMS) with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$19,000.00.

### **Sample Motion**

Move to approve Amendment No. 1.

# Purchase Agreement

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Grand Island (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA005 dated May 27, 2014 shall control.

<b>Customer Bill To:</b> Marvin Strong City of Grand Island 100 East 1 <sup>st</sup> Street Grand Island, NE 68801 308-385-5444	<b>Customer Ship To:</b> Same
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## Investment Summary

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**Cartegraph's** proposed fees for this project are included in the summary below.

<b>Date:</b> September 9, 2016	<b>Purchase Agreement Expiration Date:</b> October 30, 2016	<b>Purchase Agreement No.:</b> #PA381
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	Purchase Type	Qty.	Unit Price	Total Price
<b>YEAR 1</b>				
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$13,800.00	\$13,800.00
ESTIMATED EXPENSES				\$ 5,200.00
<b>TOTAL COST</b>				<b>\$19,000.00</b>

<b>NOTES:</b>	The pricing listed above does not include applicable sales tax.
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# Payment Terms and Conditions

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In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling: Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
  - i. 25% upon execution of the Purchase Agreement.
  - ii. 25% at the completion of the Assessment/delivery, or 3 months from execution of Purchase Agreement, whichever is sooner
  - iii. 25% at the Completion of the test deployment, or 4 months from execution of Purchase Agreement, whichever is sooner
  - iv. 25% at the completion productive deployment, or 6 months from execution of Purchase Agreement, whichever is sooner
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

**Cartegraph Systems, Inc.**

By \_\_\_\_\_  
(Signature)

Randy L. Skemp  
(Type or print name)

Title Vice President of Sales

Date \_\_\_\_\_

**City of Grand Island**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

## Cartegraph Systems, Inc.

### Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA005.

## Cartegraph - Scope of Work

### Extended Support

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- Cartegraph will provide two onsite events (1 three-day onsite event and 1 two-day onsite event) to support your implementation. The agenda will be agreed upon by both Cartegraph's and your project managers prior to onsite events. The onsite events will cover the following items:
  - Consulting:
    - Review existing OMS implementation and provide goal-oriented best practice recommendations
  - Training:
    - Report generation
    - Request Management
    - Notifications
    - Import/Export
    - Asset Inspections
    - Scenario Builder
    - Latest OMS release functionality

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

### Customer Responsibility

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For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

# Exclusions

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The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

## Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

## Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

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BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

**Cartegraph Systems, Inc.**

By \_\_\_\_\_  
(Signature)

Randy L. Skemp  
\_\_\_\_\_  
(Type or print name)

Title Vice President of Sales

Date \_\_\_\_\_

**City of Grand Island**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

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RESOLUTION 2016-262

WHEREAS, on June 24, 2014, via Resolution No. 2014-177, City Council approved an agreement for an Enterprise Asset Management System (EAMS) for the Public Works Department with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$121,840.00; and

WHEREAS, such approval also consisted of Year 1-3 licensing costs for such system at \$76,000.00 annually; and

WHEREAS, a small addition for a test environment was incorporated to accommodate needs of Wastewater staff at a cost of \$3,400.00, paid via credit card, and allowed Wastewater staff the ability to get familiar with the asset management system without hindering progress of actual data being updated and kept current; and

WHEREAS, due to the complexity of implementing a significant number of asset types at the Wastewater Treatment Plant, implementation services are being sought from Cartegraph Systems, Inc., in the amount of \$19,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 to the original agreement for Enterprise Asset Management System (EAMS) with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$19,000.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 1 on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

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Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney