

**Consulting Services Contract**  
**City of Waukesha – Winbourne Consulting, Inc.**  
CAD/RMS Project Management

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Winbourne Consulting, Inc, 1101 Wilson Boulevard, Sixth Floor, Arlington, Virginia 22209, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

**Recitals**

The City has selected Central Square as the provider of a Computer-Aided Dispatch and Records Management System, referred to herein as CAD/RMS. The specification and implementation of CAD/RMS is complicated and best accomplished with the assistance of a consultant specializing in such work.

Consultant has represented that it specializes in CAD/RMS implementation and has the capability to assist the City in the process of implementing Central Square's CAD/RMS product. Consultant submitted a proposal to the City and has been selected by the City to be awarded the Contract for the work.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform CAD/RMS implementation project management oversight, as described in the attached Schedule A. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform its services according to generally-accepted industry practices in the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay Consultant for services performed under this Contract on a time and materials basis, not to exceed the total project fee of \$238,120.00. The hourly rate for services shall \$165. Consultant's travel, lodging, transportation, and meal expenses shall be reimbursed at reasonable and customary rates, provided all expenses are approved in advance by the City. Consultant shall make a good-faith effort to adhere to the cost estimates contained in Schedule A. Consultant shall invoice the City monthly, and invoices shall include an itemization of all fees and expenses. All invoices shall be payable net 30 days. Consultant shall provide City with all documentation of expenses reasonably requested by the City.
4. **Time.** Consultant shall commence services as promptly as possible after notification from the City, and shall adhere as closely as possible in good faith to the timelines given in Schedule A. Consultant shall provide monthly progress reports to the City.
5. **Term.** This Contract commences on the last date of execution by the Parties and expires upon the final completion, testing, and acceptance by the City of the Central Square CAD/RMS system, which acceptance shall be given in writing by the City.
6. **City Obligations.** The City shall cooperate with the Consultant in the performance of this Contract, and shall respond timely to all reasonable requests for information and access. The City shall provide Consultant with space within City facilities as reasonably required for Consultant's performance of its work. The City shall provide Consultant with access to the City's network and IT infrastructure as reasonably necessary for the performance of Consultant's work.
7. **Security.** Consultant shall not access any information in the City's network, or install any software, that is not essential for the performance of its duties under this Contract, without the express permission of the City's IT Director. Consultant shall be solely responsible for the security of any hardware or equipment used in the performance of its duties.

8. **Ownership of Work Product.** All materials produced by Consultant in the performance of this Contract shall be the sole property of the City.
9. **Changes.** This Contract, including Schedules, can be amended only by the written mutual agreement of the Parties.
10. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Consultant's performance of this Contract, including court costs and actual attorney fees.
11. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of this Contract. Policies shall be occurrence, and not claims-made, policies. Consultant shall obtain an endorsement to the general liability policy making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 combined single limit, each accident.
  - c. Umbrella, \$3,000,000.
  - d. Worker compensation, statutory requirements.
  - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
12. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of this Contract for no less than 7 years after completion, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to third-party disclosure pursuant to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of this Contract unless expressly agreed by the City.
16. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform this Contract, may not be assigned by the Consultant without the City's written consent.
17. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City:       Attention: Chris Pofahl, IT Director  
City of Waukesha  
201 Delafield Street  
Waukesha WI 53188  
cpofahl@waukesha-wi.gov

To Consultant:    Attention: Tom Maureau  
Winbourne Consulting, Inc.  
1101 Wilson Boulevard, Sixth Floor  
Arlington VA 22209  
tmaureau@winbourneconsulting.com

18. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
20. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date:\_\_\_\_\_

\_\_\_\_\_  
Attested by Katie Panella, City Clerk  
Date:\_\_\_\_\_

To certify that funds are provided for payment:

\_\_\_\_\_  
Joseph P. Ciarro, Director of Finance  
Date:\_\_\_\_\_

**Winbourne Consulting, Inc.**

\_\_\_\_\_  
By Andrew Reece, President and CEO  
Date:\_\_\_\_\_

# Schedule A

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# Executive Summary

- This proposal is for Winbourne Consulting to be assigned CAD/RMS implementation Project Management Oversight responsibilities
- This proposal is for a single CAD/RMS vendor
  - The reason for starting with a single CAD/RMS vendor proposal is to ensure the City understands the level of effort and tasks for CAD/RMS Project Management
  - The proposal can be updated to include two vendors (e.g., CAD and LRMS) if needed
- The City will assign
  - Program Manager – Responsible for the entire project
  - CAD/Mobile Project Manager
  - LRMS Project Manager
  - Interface Managers
  - Primary Point of Contact for Data Conversion
- The proposal includes a wide range of services. The City can choose which services are needed (e.g., tasks that will provide value to the project) and which services are not needed
- The proposal includes estimated Firm Fixed Prices numbers. However, we have also include the option for the City to leverage a Time & Materials/Not to Exceed contract approach

## Scope of Work/Price Proposal

We understand the City may not require all the tasks and deliverables outlined in our proposal. Our objective is to provide the City with a comprehensive menu of services to select the most relevant options that offer added value.

If selected for the project, our first action will be a detailed walkthrough of the proposal with the City's Project Team to identify the exact services the City requires and does not require. This includes a thorough discussion to understand stakeholder expectations for each task/deliverable, the level of effort required to complete each task/deliverable, roles and responsibilities, the schedule for completing the tasks/deliverables, on-site/off-site activities, and other related project factors. An accurate and actionable contract/Statement of Work can be developed and executed only through this process.

As documented in our previous information to the City, we have extensive experience with similar types of projects. We understand that a critical success factor is for all stakeholders and us to be in complete agreement regarding all tasks, deliverables, and the level of effort required for the project to succeed.

Extensive collaboration and communication are required to develop an accurate final Price Proposal.

## Time & Materials/Not to Exceed Project

The City may want to consider a Time & Materials approach versus a Firm Fixed Price contract.

A Time & Materials/Not to Exceed solution for Winbourne Consulting services offers the best flexibility at this stage in the project. The City will approve the assignment of all tasks before any work begins. The City will provide input on the level of effort needed to complete each assigned task. The original estimated cost for each milestone cannot be exceeded without City approval.

The following methodology will be applied to all assigned T & M work:

- The City will determine the start and end date for this scope of work
- Winbourne will obtain approval in advance for all labor hours and travel expenses
- Winbourne will not exceed the estimated hours without formal approval
- Winbourne will provide a summary of all hours used and expenses encumbered – time frame to be determined
- When applicable, Winbourne will complete work off-site to reduce the cost to the City
- Travel accommodations and per diem will be reasonable (e.g., GSA, local hotel rates, etc.) and approved in advance by the City

### Travel Expenses

Travel accommodations and per diem will be reasonable (e.g., GSA) and approved in advance by the City. Travel expenses can vary due to numerous factors. For example, the demand for flights, hotel rooms, and rental cars directly impacts pricing for that period (e.g., tourist season).

### On-site/Off-site Activity

To keep travel costs down, we will communicate with the City's Project Manager/Primary Point of Contact when tasks can be completed off-site and when on-site work is preferable. The City will have the final decision regarding all on-site/off-site work.

### Estimated Travel Expenses

We understand the City requires some type of cost estimate. The table below was created to provide the City with an example of potential travel costs.

Travel rates change throughout the year. High demand periods increase travel costs. For planning purposes, we use \$2,390.00 for a week on-site.

| Four Days On-Site |                         |
|-------------------|-------------------------|
| Airline Flight    | \$700                   |
| Hotel             | \$175 per night = \$700 |
| Rental Car        | \$300                   |
| Rental Car Fuel   | \$50                    |
| Per Diem          | \$250                   |
| Parking           | \$60                    |
| Total             | \$2,060                 |

## Hourly Rate

We discounted our hourly rate to \$165.00 per hour.

## Payment Milestones

Monthly invoices will be submitted to the City, which will include:

- Detailed expenditure of hours
- Detailed travel expenses (if applicable)
- Summary of progress completed for the month

## Overview of City Responsibilities

1. The City will implement a formal project governance structure to ensure a streamlined decision making process including:
  - a. Final decision making authority
  - b. Strategic objectives
  - c. Funding/budget
  - d. Conflict resolution
  - e. Personnel issues
  - f. Change Order/Project scope decisions
  - g. Risk and issue management
2. The City will assign
  - a. Program Manager – Responsible for the entire project
  - b. CAD/Mobile Project Manager
  - c. LRMS Project Manager
  - d. Interface Managers
  - e. Primary Point of Contact for Data Conversion
3. The City will assign personnel to the Project Team that have sufficient knowledge, skills, abilities, experience and bandwidth to complete required project tasks
4. The City will provide a configuration room and meetings rooms as required
5. The task of scheduling City personnel is to be determined

## Oversite Price Proposal Summary

| CAD/RMS Implementation                           | Estimated Hours  | Estimated Cost |
|--------------------------------------------------|------------------|----------------|
| <b>Project Initiation and Overall Management</b> | 660              | \$108,900      |
| <b>Estimated Travel Expense</b>                  | 5 Trips          | \$11,950       |
| <b>Total</b>                                     | <b>\$120,900</b> |                |

## Optional Tasks Not Included in the Above

| CAD/RMS Implementation                           | Estimated Hours  | Estimated Cost   |
|--------------------------------------------------|------------------|------------------|
| <b>Facilitate and Attend Weekly Meetings</b>     | 238              | \$39,270         |
| <b>Master Interface Plan</b>                     | 120              | \$19,800         |
| <b>Data Conversion Plan</b>                      | 40               | \$6,600          |
| <b>Master Training Plan</b>                      | 80               | \$13,200         |
| <b>Master Cutover Plan</b>                       | 160              | \$26,400         |
| <b>Sub Total</b>                                 | <b>638</b>       | <b>\$105,270</b> |
| <b>Estimated Travel Expense (Total 10 trips)</b> | <b>5 Trips</b>   | <b>\$11,950</b>  |
| <b>Total</b>                                     | <b>\$117,220</b> |                  |

# CAD/RMS Implementation Breakdown

## Project Management Oversight

| Program Plan Development                          | Estimated Hours                                                                                                                                                                                                           |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CAD/RMS Project Management</b>                 | Project Initiation <ul style="list-style-type: none"> <li>• 100 hours</li> </ul> Project Lifecycle <ul style="list-style-type: none"> <li>• 10 hours per week</li> <li>• 14 months = 560 hours</li> </ul> Total 660 hours |
| <b>1. Governance/Decision Making</b>              |                                                                                                                                                                                                                           |
| <b>2. Organizational structure</b>                |                                                                                                                                                                                                                           |
| <b>3. Resource List</b>                           |                                                                                                                                                                                                                           |
| <b>4. Task/Assignment breakdown</b>               |                                                                                                                                                                                                                           |
| <b>5. Roles and responsibilities</b>              |                                                                                                                                                                                                                           |
| a. Program Manager                                |                                                                                                                                                                                                                           |
| b. Program Team                                   |                                                                                                                                                                                                                           |
| c. Executive Steering Committee                   |                                                                                                                                                                                                                           |
| d. Finance/Budget                                 |                                                                                                                                                                                                                           |
| e. Purchasing                                     |                                                                                                                                                                                                                           |
| f. Core Project Team                              |                                                                                                                                                                                                                           |
| g. Assignment/Task Managers                       |                                                                                                                                                                                                                           |
| h. Subject Matter Experts                         |                                                                                                                                                                                                                           |
| <b>6. Project Charter</b>                         |                                                                                                                                                                                                                           |
| a. Develop with the Project Team                  |                                                                                                                                                                                                                           |
| <b>7. Project Communications Plan</b>             |                                                                                                                                                                                                                           |
| a. One-stop-shopping                              |                                                                                                                                                                                                                           |
| b. Email groups/procedures                        |                                                                                                                                                                                                                           |
| c. CAD/RMS vendor to City                         |                                                                                                                                                                                                                           |
| d. City to Winbourne                              |                                                                                                                                                                                                                           |
| e. Winbourne to stakeholders                      |                                                                                                                                                                                                                           |
| <b>8. Risk Management Plan</b>                    |                                                                                                                                                                                                                           |
| a. Develop with the Project Team                  |                                                                                                                                                                                                                           |
| <b>9. Master Task List</b>                        |                                                                                                                                                                                                                           |
| a. Develop Master Task List with the Project Team |                                                                                                                                                                                                                           |
| <b>10. Master Calendar and Schedule</b>           |                                                                                                                                                                                                                           |
| a. Develop with the Project Team                  |                                                                                                                                                                                                                           |
| <b>Total</b>                                      | <b>\$108,900</b>                                                                                                                                                                                                          |

## Conduct Weekly Project Meetings

| Type of Meeting                                   | Number of Meetings Based on 14 Month Project Schedule | Total Hours – Meeting Preparation, Facilitation and Follow-up |
|---------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------|
| <b>Bi-Weekly Meeting with CAD/RMS Vendor</b>      | 30 Meetings                                           | 2 hours = 60 Hours                                            |
| <b>Monthly Status Meeting with CAD/RMS vendor</b> | 14 Meetings                                           | 2 hours = 28 hours                                            |
| <b>Winbourne/City Weekly Status Meetings</b>      | 60 Meetings                                           | 2.5 hours = 150 Hours                                         |
| <b>Total Estimated Meeting Hours</b>              |                                                       | <b>238 hours<br/>\$39,270</b>                                 |

## Master Interface Plan

| Master Interface Plan                                     | Estimated Hours               |
|-----------------------------------------------------------|-------------------------------|
| <b>Develop with the Project Team</b>                      | 120 hours                     |
| <b>Assign a City Interface Manager for each interface</b> |                               |
| <b>Coordinate interface development</b>                   |                               |
| <b>Total</b>                                              | <b>120 hours<br/>\$19,800</b> |

## Data Conversion Plan

| Data Conversion Plan                          | Estimated Hours |
|-----------------------------------------------|-----------------|
| <b>Develop with the Project Team</b>          | 40 hours        |
| <b>Assign a City Data Conversion Manager</b>  |                 |
| <b>Coordinate the data conversion process</b> |                 |
| <b>Total</b>                                  | <b>\$6,600</b>  |

## Master Training Plan

| Master Training Plan                     | Estimated Hours                    |
|------------------------------------------|------------------------------------|
| Develop with the Project Team            | 80 hours                           |
| Develop a Master Project Schedule        |                                    |
| Coordinate the end user training process |                                    |
| <b>Total</b>                             | <b>80 hours</b><br><b>\$13,200</b> |

## Master Cutover Plan

| Master Cutover Plan                                                 | Estimated Hours                     |
|---------------------------------------------------------------------|-------------------------------------|
| Develop with the Project Team                                       | 80 hours                            |
| Manage the cutover onsite – One week before and week of the cutover | 80 hours                            |
| <b>Total</b>                                                        | <b>160 hours</b><br><b>\$26,400</b> |

## Onsite Travel Expense

Onsite activity to be determined by the City. We understand the City's desire to keep costs at a minimum and designed as much offsite work as possible to reduce travel expenses. The below is an initial estimate for the life of the implementation project.

Important Note: Onsite travel expense does not include Winbourne Consulting attending CAD/RMS vendor onsite workshops.

| Onsite Cost                   | Hours                       | Total Cost |
|-------------------------------|-----------------------------|------------|
| Onsite Tuesday through Friday | 10 trips<br>\$2,390<br>each | \$23,900   |