

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

WESTIN TECHNOLOGY SOLUTIONS, LLC

[Riverside Public Utilities (RPU) Electric Work and Asset Management Optimization Project]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and WESTIN TECHNOLOGY SOLUTIONS, LLC, a Wisconsin limited liability company authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Riverside Public Utilities (RPU) Electric Work and Asset Management Optimization Project ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for two years from the date first written above, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Two Hundred Sixty-Six Thousand One Hundred Dollars (\$1,266,100) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: Jennifer Tavaglione
3750 University Avenue
Riverside, CA 92501

To Consultant

Westin Technology Solutions, LLC
Attn: Doug Spiers and Albair Hanna
1000 N. Water Street
Suite 950
Milwaukee, WI 53202

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

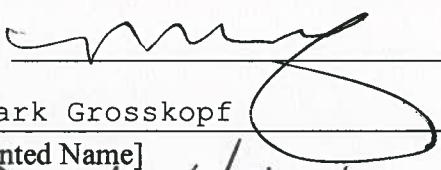
Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

WESTIN TECHNOLOGY SOLUTIONS, LLC
a Wisconsin limited liability company
authorized to do business in California

By: _____
City Manager

By:  _____
Mark Grosskopf
[Printed Name]
President / Member
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By: _____

[Printed Name]

[Title]

Approved as to Form:

By:  _____
Chief Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT

Proposal for RFP No. 1697

Work and Asset Management Optimization
Professional Services

WATER | ENERGY | LIFE



PUBLIC UTILITIES

Westin 
PASSION FOR IMPROVING PERFORMANCE

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Cover Letter

Att. Mr. Ben Hatheway
City of Riverside – Public Utilities
3750 University Ave., 3rd Floor
Riverside, CA 92501

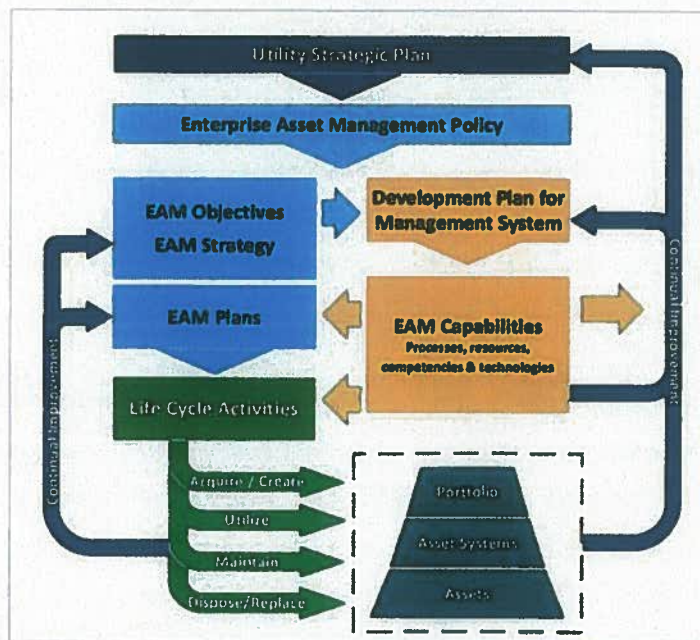
Subject: RFP No. 1697 for Work and Asset Management Optimization Professional Services

Dear Mr. Hatheway,

Achieving RPU's stated goals and maximizing the return on investment requires a proactive and clearly-defined plan for implementing and optimizing the UWAM system, along with newly developing or enhancing the underlying business processes that support RPU's enterprise work and asset management program (E-WAM).

Westin Technology Solutions is teaming with Process Solutions Assurance and GeoNexus (Westin team) to provide consulting services in response to your RFP No. 1697 for Work and Asset Management Optimization.

The Westin team is uniquely qualified to collaborate with you on this important initiative, whose desired outcome is to align both electric and water under a unified asset management program, focused on effective management of its physical infrastructure assets with consistent policies, procedures and business processes. Westin is very familiar with RPU's existing UWAM implementations in both Electric and Water, as well as the baseline condition of the corresponding E-WAM program maturities. Westin has successfully partnered with RPU's management and staff over the past years to shape its E-WAM Program vision with impressive UWAM improvements in Water.



Our firm was founded over 35 years ago specifically to serve the needs of municipal water utilities like yours – this is our company's primary focus and expertise. Aligning with an experienced business partner like Westin to guide RPU through the remaining phases will ensure a cost-effective approach that is aligned with ISO 55000 standards and industry specific asset management best practices.

We will help RPU further its UWAM performance in Electric and develop a practical E-WAM Program across both Water and Electric that can monitor the location, condition, criticality, costs, maintenance and inspection requirements, and the life-expectancy of all infrastructure assets. Additionally, RPU will be able to consistently plan and prioritize its maintenance activities and resource needs. This effort will help to ensure that critical assets receive the appropriate levels of maintenance in a timely manner to increase system reliability and reduce associated risks. Other expected benefits of Westin's project leadership and UWAM and E-WAM consulting services include the following:

- **Customer Service** – Communicate the desired level of service to RPU's customers and define corresponding key performance indicators and effective reporting processes;
- **Operational Efficiency** - Increase Operations and Maintenance efficiency and effectiveness through proactive maintenance, spatially-enabled field mobility and optimized UWAM business processes;
- **Reliability** – Prolong asset life, reduce service disruption and increase Electric and Water system reliability, resilience and sustainability through programmatic understanding of the condition of infrastructure assets today and projections 20+ years into the future;
- **Community Service** - Reduce reactive and emergency occurrences, related community impacts and improved communications with ratepayers, elected officials, financial rating organization and regulatory agencies; and
- **Economic Development** - Focus future capital investment discussions, priorities and decisions on risk/reliability with more accurate financial planning including a long-term perspective and accurate funding demand analysis.

Our joint efforts will enable RPU to successfully realize its E-WAM Program vision, improve its workforce efficiency, and reduce associated operational and maintenance costs with optimal system reliability.

We acknowledge the receipt of **Addendum #1** issued on July 20, 2017. If you have any questions about Westin or our proposal, please contact our authorized representative Mr. Albair Hanna – Vice President at (805) 340-5513 or albair.hanna@we-inc.com.

Sincerely,

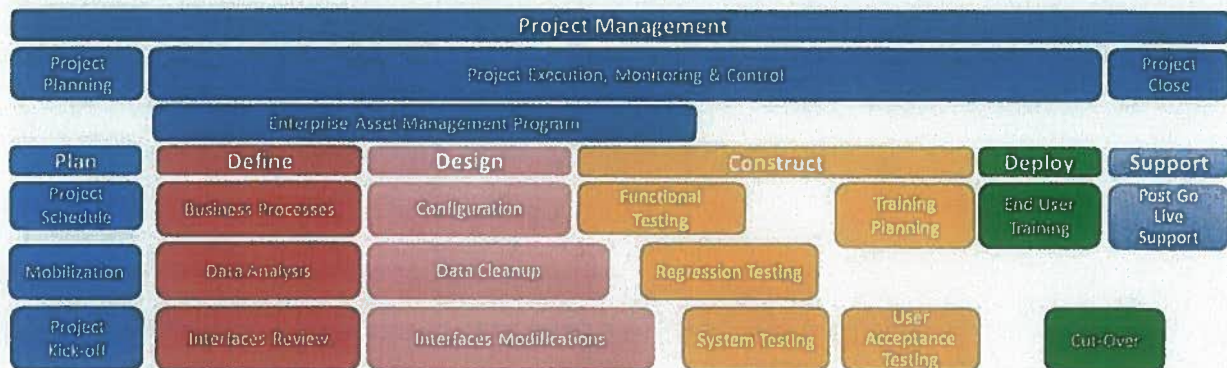


Douglas A. Spiers

Westin Technology Solutions, LLC
1000 North Water Street, Suite 950
Milwaukee, Wisconsin 53202
Office and Cell: 916-807-3028
email: doug.spiers@we-inc.com

Section 2 – Work Plan

Westin has developed the following work plan to successfully achieve RPU’s stated goals of supporting the implementation of its Work and Asset Management Optimization Project. Westin is extremely familiar with RPU’s use of its Oracle UWAM computerized maintenance management system and the current maturity of the Water and Electric Division’s E-WAM Programs. In this project, Westin will assist RPU implement an enterprise-wide work and asset management program in alignment with the ISO 55000:2014 standard for both Electric and Water and maximize the use of the existing UWAM solution in RPU’s Electric Division.



Additional details for each task are provided below.

Task 100 - Project Management Services

Westin applies industry standard, program/project management practices to foresee potential issues and implement projects on time, on budget and within approved scope. Many of the key concepts in our implementation scope are founded on principles established by the Project Management Institute (PMI) and documented in the Project Management Body of Knowledge (PMBOK). Westin’s project management practices also conform to the structure of ANSI/PMI 99-001-2000.

By employing repeatable project processes and common communications channels at the program level across the different tasks and throughout the project – RPU forges a common focus leading to the institutionalization of utilities-wide business processes and changing behaviors of RPU’s employees into a new operating environment that better meets RPU’s business needs.

The Westin team will provide project management services to support RPU during the planning, development, testing and rollout of UWAM to the Electric Division and the further development of RPU’s Enterprise Work and Asset Management (E-WAM) Program for both Electric and Water. The Westin team will assist the RPU Project Manager with the coordination and delivery of all project deliverables and communication to all the end users using an Agile approach. Westin’s suite of project management services will include:

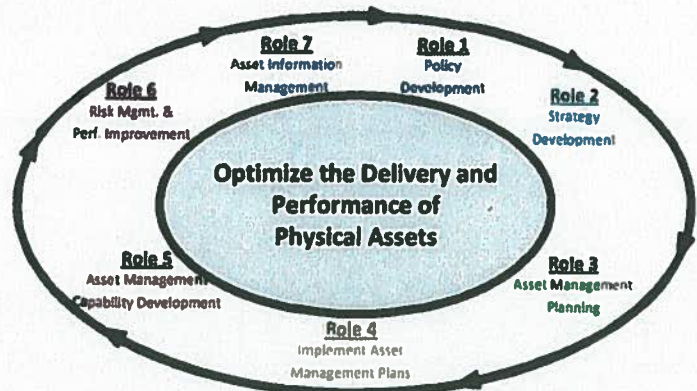
- **Project Pre-Planning:** Even before the Project Kick-off Workshop, the Westin team will work closely with the RPU Project Manager to prepare the Project Schedule and determine all related project resources needs using Microsoft Project. The Project Schedule will be detailed to include all anticipated activities, resources, interfaces and dependencies.
- **Project Charter:** The Westin team will develop a specific Project Charter detailing the roles, responsibilities, accountabilities and logistics for the successful execution of the project.
- **Project Scope:** The Westin team will work collaboratively with the RPU Project Manager to manage the overall project scope, identify any out-of-scope tasks, and initiate and monitor a Change Control Process to generate change orders when needed.
- **Project Administration:** The Westin team will coordinate project resources, activities, contract management, budget monitoring, invoice processing, milestone tracking, requests for information, change orders, and other similar tasks.
- **Project Deliverables:** The Westin team will review all documentation and project deliverables in a timely manner to allow the RPU project team reasonable time for their review of the documents.
- **Project Oversight:** The Westin team will oversee and manage all project activities including software installation, design, configuration, data migration / conversion, test plan development and test execution and acceptance, report development, training materials development, go-live, and post implementation.
- **Project Documentation:** The Westin team will Assist RPU Project Manager to maintain all project documentation, including meeting minutes, decisions, issues and project and related documents.
- **Project Communications Plan:** The Westin team will work with RPU Project Manager to develop a Project Communications Plan.

The Westin team will build upon its recent experience with RPU to guide the further development of its E-WAM Program in alignment with ISO 55000 guidelines and utility industry best practices. Over the past 20 years, the Westin team members have identified several key elements for successful implementation a robust and sustainable E-WAM program within utilities.

- **E-WAM Vision:** The Westin team will work closely with RPU's Project Manager and executive management team to continue to build, refine, document and communicate RPU's vision of its E-WAM Program to key stakeholders.
- **E-WAM Policy:** RPU's E-WAM Policy must include the absolute or mandatory obligations that the organization chooses to impose on itself, or required for regulatory compliance. The Westin team will guide RPU to develop an effective Policy framework and help RPU develop and publish its enterprise-wide E-WAM Policy for both Water and Electric. The resulting E-WAM Policy will clearly define the core principles and accountabilities by which RPU's assets will be managed and in complete alignment with RPU's mission, business objectives, organizational structure, E-WAM program vision and applicable regulatory requirements.

- **E-WAM Roles & Accountabilities:** Each participating RPU team member needs to be able to thoroughly understand his/her role and accountabilities in the E-WAM Program.

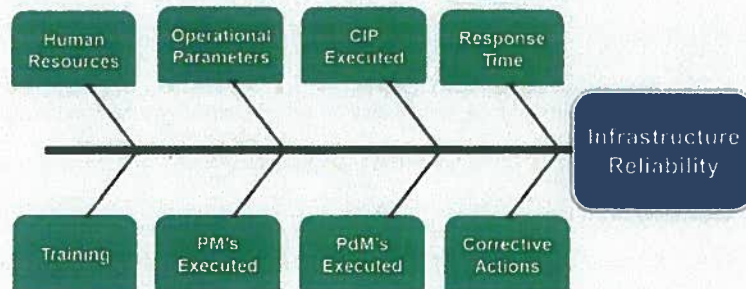
As such, the Westin team will assist in helping RPU design its E-WAM organization and continue to further define the specific E-WAM roles, accountabilities and decision processes for each E-WAM Program position. Each role will be documented and available for updates and expansion as RPU's E-WAM Program grows and matures.



During the project life, Westin will also provide consultancy services as needed to help RPU ensure that any vacant E-WAM Program positions are properly and adequately resourced. Westin will also assist in developing a decision making (RACI) matrix to communicate the various levels and accountabilities for E-WAM decision-making.

- **E-WAM Service Levels and KPIs:** Westin team members have previously reviewed RPU's existing key performance indicators (KPIs) for its asset and maintenance management program. A critical component of a successful E-WAM Program requires the effective development and communication of the utility's desired Levels of Service. As such, Westin will provide RPU with comparative examples of what similar utilities are reporting to their customers.

Westin will support RPU's Project Manager to review and understand any prior customer surveys, focus groups or other customer feedback regarding its customers' service level expectations. RPU's Project Manager will design, schedule and facilitate focused discussions with a small group of key stakeholders to understand and document their perspectives and service level expectations. The Westin team will advise RPU's Project Manager and executive



team members on further defining RPU's desired Levels of Service for both Water and Electric; with each metric having a defined, objective target. RPU's Project Manager will also build upon RPU's existing KPIs to identify

missing and/or enhanced metrics to more effectively monitor and report actual performance against RPU's stated business strategies. The outcome will be a nested series of meaningful and objective performance metrics that clearly shows the line-of-sight between RPU's high level E-WAM Program aspirations and RPU's actual performance against predetermined targets.

- **E-WAM Program Strategy and Objectives:** A key element in developing a robust E-WAM Program within RPU is the development of a Strategic Asset Management Plan (SAMP). The SAMP will be a high-level plan that clearly defines RPU's E-WAM Program strategies and objectives. Westin will advise RPU's Project Manager in developing a SAMP for both Water and Electric. The SAMP will provide a roadmap of the strategies, objectives and improvements for each major asset class that are necessary to deliver RPU's E-WAM Program vision and satisfy stakeholder expectations.

The SAMP will reflect the asset risks, performance and sustainability of the existing asset portfolio. The resulting strategies and objectives will help RPU define areas needed to better diagnose and prevent problems from occurring, and identify innovation opportunities to lengthen asset life cycles and/or reduce costs.

The SAMPs will become the guiding documents that will feed into RPU's asset data management strategies, condition assessment strategies, maintenance plans, renewal and replacement strategies, and CIP processes.

- **E-WAM Asset Information Strategy and Data Management Standards:** The modern utility relies heavily on data. Data is a valuable asset and provides insight into business performance, as well as strategic direction. If utilized properly, data plays an integral role in the proper management of the utility's assets.

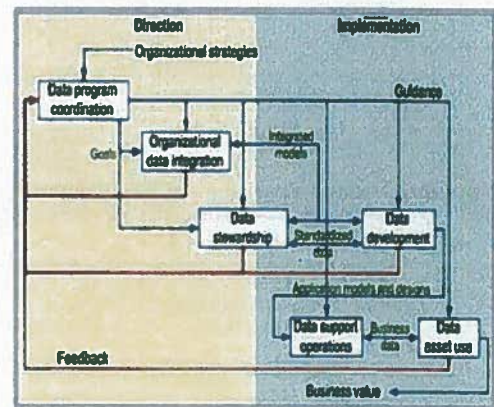
In October 2014, Westin provided RPU with a Data Governance Assessment and Implementation Plan focused on improving RPU's data governance and management practices.

As it moves forward with its UWAM and E-WAM Programs, RPU will be increasingly challenged by the need for an enterprise approach to governing and managing the increasing volumes of data. Westin will assist RPU's Project Manager in reviewing and updating the Plan's recommendations to provide RPU with specific strategies and practical improvements that are focused on improving the UWAM and E-WAM Programs.

- **Risk Management Strategies and Methodologies:** Risk management is an important foundation for proactive asset management. Its overall purpose is to understand the cause, effect and likelihood of adverse events occurring, to optimally manage such risks to an acceptable level, and to provide an audit trail. Westin will support RPU's Project Manager working in close

Ten E-WAM Questions:

1. What do we own?
2. What are they worth?
3. What is their criticality?
4. How should we maintain them?
5. What is their condition?
6. What should we do?
7. What is the best timing?
8. What resources do we need?
9. How much funding do we need?
10. How do we fund it?



collaboration with RPU's Risk group to further develop RPU's E-WAM risk mitigation strategies and methodologies by:

- Identifying standard processes, scoring methodologies, and accountabilities for a consistent and thorough assessment of both consequence and likelihood of occurrence for assets, events and/or activities that could adversely impact the utility and its ratepayers.
- Determining the processes and accountabilities to determine the likely failure modes, effects and appropriate risk control methodologies associated with RPU's most critical assets.

Deliverables

- Implementation Project Plan and Project Schedule, including all major milestones and deliverables.
- Project Change Control Procedures.
- Project Communications Plan.
- Project documentation, including decisions, issues, sign-offs, and project close-out.
- Weekly progress status to RPU's PM.
- Monthly Status Reports of the project progress to the project executive team
- Guidance and assistance in developing Enterprise Work and Asset Management Program documents:
 - E-WAM Program Vision Statement
 - E-WAM Policy Framework
 - E-WAM Program Roles, Accountabilities and RACI Matrix
 - E-WAM Levels of Service and KPIs
 - SAMPs for both Electric and Water
 - Updated Data Governance Plan with prioritized E-WAM Actions
 - E-WAM Risk Mitigation Strategies, Processes and Accountabilities

Task 200 - System Configuration

The Westin team will work with RPU's project team and subject matter experts (SMEs) to review and finalize the five (5) business processes developed in the Electric Assessment project. These process flows must be approved by RPU before starting to make any configuration changes. These processes will include engineering groups for substation, projects and customer projects as well as field and construction groups. Additional business processes may be identified during this task and will be documented.

Proposed asset hierarchies previously developed in the Assessment Project will be reviewed and confirmed with the RPU project team before starting to develop data scripts. As requested in the RFP, the Westin team working closely with the RPU project team will finalize the new asset hierarchy and leverage the process function in UWAM to create a hierarchy using circuits, and another based on physical location. These sessions will include reviewing the existing specification attributes, confirm changes outlined in the Assessment Report, and identify any additional changes.

The Westin team will review the existing records against the approved asset hierarchy and identify changes needed to update the parent records of existing assets. These will be documented and submitted for approval by the RPU project team.

Westin will work collaboratively with RPU's Project Manager to gain consensus on the specific actions needed on existing work orders, work requests and service orders. It is anticipated based on the RFP that records can either be closed or cancelled, but the filtering criteria for identifying these records will need to be defined and approved by RPU.

The Westin team will review the proposed asset naming convention with RPU's project team and SMEs and gain their approval of the changes so that scripts can be developed to rebuild asset descriptions. Another key consideration is establishing the proper asset types and classes to leverage the full functionality of UWAM. All changes or updates to existing records will be documented to support building necessary scripts in the next task.

The Westin team will review RPU's transformer receiving process, identify improvements and obtain approvals for the future modifications. The proposed numbering of the transformers and naming convention may require minor changes to the transformer receiving application.

Current UWAM Function and Process records will be evaluated based on the asset hierarchy, PM routes, and inspection routes. Changes will be submitted for approval and used for the data cleanup task below. As part of the business process changes some new functions will be created to capture non-asset related activities/charges.

The Westin team will review existing UWAM approval routes and make recommendations for changes based on the final business processes after approval by RPU's project team. Any changes will be documented and scripts prepared as needed.

As a result of the business processes established in this task, the UWAM solution will be configured accordingly with all changes documented. Work order procedures including creation, planning, updating and closing will be established and documented ensuring that it is similar to how the Water department is employing UWAM. Westin's documentation will include procedures for selecting the correct asset, entering timesheet, work order notes, parts and tools.

Asset full lifecycle from planning to retirement will be documented and reviewed by RPU's project team, including configuration changes needed to support this process.

Deliverables

- Finalized business processes
- Documentation of finalized asset hierarchy for Electric Division
- Documentation for asset naming convention.
- Documentation of configuration changes including asset classes, types, specification
- Finalized criteria for updating work orders, work requests, service orders status.
- Documentation for transformer receiving process changes

Task 300 - Data cleanup

The Westin team is requesting that RPU and the City's Innovative & Technology (IT) provide two instances of UWAM referred to in the RFP as ODMS. These will be used for testing data scripts and modifications. The instances naming will be finalized during the planning phase. Westin assumes that IT will support refreshing the data from PROD as requested by the Westin team with sufficient notification.

The Westin team will analyze the existing data in UWAM against the assets in CADME system and attempt to match the data, identify the UWAM records with no match in CADME, and provide the list to the RPU Project Team to investigate and decide on how to resolve identified conflicts. Also, the CADME records with no match in UWAM will be identified and a complete list provided to the Project Team for evaluation and directions. Westin's analysis will include the major asset classes including poles, streetlights, transformers, underground structures, switches, as well as other miscellaneous devices. As part of this analysis, the Westin team will compare the asset attributes between the two systems, review with the Project Team, and update as needed.

As part of the transformer receiving process, Westin will review the findings in the previous task and with the CADME data analysis described above. We envision that there will be transformer records that still show as "In Stores" status while they are already installed. Westin will develop scripts to update these records and delete the related components records for these transformers.

Substations assets will be extracted from the SMARTest system by RPU staff and provided in CSV format to the Westin team to be used for loading these assets in UWAM. In addition, any existing records in UWAM will be updated to fit in the approved hierarchy. It is assumed that all the asset data for substations will be either extracted from SMARTest system or provided in a format useable for the data loads.

As requested in the RFP, Westin will build a custom menu using Service Application Programming Interface (SAPI) to auto-number the assets using asset type and business rules to define the prefix, similar to the work done for the Water Division.

Additional data cleanup will be performed as described in the RFP includes:

- Revise the Central Stores receiving process to use the City ID as the asset ID in UWAM, to be consistent with other assets.
- Rebuild the streetlight asset description using a pre-defined format.
- Delete all assets with "GUY" type including Guy Arm and Guy Down, and add these as attributes to the pole.
- Modify Electric asset types to have an "E" as a prefix, i.e., E-Poles.
- Combine the "DEVICES" type assets and "SWITCH" type assets into one type "E-Devices."
- Reassign the values from code table 6036 (linked to asset record type "O") to code table 6024, which is linked to asset record type "E."

It is expected that the data loads will go through at least of four cycles of loads: initial cycle to validate the loading scripts and any errors; second cycle will be used to support unit testing and validate the functionality and processes with UWAM; the third cycle will be used to support the system integration testing; and the last cycle will be for the production cut-over activities.

The Westin team will conduct the first cycle of data load to ensure that scripts are working and it is repeatable. Once the scripts are successfully executed, Westin will provide the data load files, scripts and documentation to the City's IT. Westin will support the City's IT while they are running the second and third cycles. The final Cycle will be conducted by the City's IT with Westin support as needed. The Production cutover decision on when to run the scripts will be determined later in the project. This will depend on the data changes and how to minimize the downtime of the system, if any.

This task covers all the data related cleanup and loading of missing asset data. The decisions made in the system configuration task will drive most of the activities in this task. This task includes:

- Rebuilding the asset hierarchy.
- Rebuilding asset description.
- Loading missing assets data including substations.
- Deleting components.
- Updating service orders, work requests, and work orders status.
- Updating codes tables and related transactional data.

Deliverables

- Final documentation of data changes.
- Final data loading scripts documentation.

Task 400 - Integration

The scope under this task includes configuring the integration between UWAM and GIS / CADME data, the changes to the transformer receiving process, the changes to the streetlight mobile application and the integration with SMARTest system to synchronize asset and work order data.

Currently, RPU is using CADME as the master database for maintaining the asset registry for spatially enabled assets. It is our understanding that RPU is in the process of converting the data to ArcGIS server and the plan is to transition over time to fully functional ArcGIS and retire CADME. Meanwhile, RPU is evaluating the GeoWorx software for the Water Division and expects to acquire the license in the near future. The Westin team will work with RPU's GIS team to configure the tool to synchronize the asset data once all the updates to the asset records are completed and verify that the GIS TagID is assigned to each asset in UWAM. Any additional configuration to support the synchronization will be included in the scope of this task.

Based on the decisions established in the configuration task, there will be some changes needed to modify the in-house custom developed mobile solution for the transformer receiving process. The

Westin team will make the necessary changes to the process of importing the manufacturer data into UWAM and modify the application to work with the new process for receiving the transformers.

RPU is currently using in-house custom application for the streetlights crews to use mobile devices in the field. As such, the impact of the business process and data cleanup will need to be evaluated and any changes required to improve the application will be completed under this task.

Substations maintenance is using SMARTest software for their inspections and testing activities, as part of the rollout, it is assumed that all assets data are loaded into SMARTest, and their inspection results are recorded in that application. Under this task Westin team will work with RPU staff, City's IT and the vendor to develop integration to allow the synchronization of the asset data and ability to send preventive maintenance work orders from UWAM to SAMRTEST. This interface should allow the inspection results captured in SAMRTEST to be uploaded to UWAM inspection forms as needed. Another possible option to investigate is to have the inspection data uploaded to the RPU's Operational Data Management System (OSI PI) and build the interface to transfer the inspection data from ODMS to UWAM.

Other integration / interfaces that are currently being used in RPU including:

- enQuesta Customer information system
- Siebel Customer Relationship Management
- IFAS Integrated Financial and Administrative Solution
- OSIsoft PI
- Computronix POSEE LMS

These interfaces will be reviewed and any changes required due to the configuration changes will be identified and the Westin team will work with City's IT to make the necessary changes.

As stated in the RFP, a mobile solution for RPU is under evaluation and it is expected that the Westin team will work with the selected vendor to support the integration to UWAM.

Deliverables

- Documentation for configuration of the synchronization of GIS to UWAM using GeoNexus.
- Documentation of changes to the transformer receiving process application.
- Documentation of the changes to the streetlight mobile application.
- Documentation of the interface between SMARTest and UWAM and/or ODMS to UWAM.
- Documentation of changes to existing interfaces with enQuesta, Siebel, IFAS, OSI, Computronix.

Task 500 - Testing

The purpose of testing UWAM configuration is to ensure that it meets the business requirements of RPU. Fundamental to the testing methodology is a jointly developed Testing Plan. Although the Project Schedule provides an outline of the testing for the purposes of resource allocation and scheduling, test plans are developed at the beginning of each major phase (Functional, Integrated and User Acceptance Testing) and must be approved before testing commences. These plans provide an

outline of the major tasks and the team members responsible for them, and thus constitute the Testing Roadmap. The Westin team will develop the test plans to include:

- Testing approach/strategy;
- Key testing activities;
- Functionality to be covered or key activity of testing;
- Timeline for the key activities;
- Source of data to be used in testing;
- Roles and Responsibilities of all participants;
- Material and technical environment requirements for testing;
- Test scenarios;
- Test results tracking methodology, including triage, and escalation;
- Completion Criteria.

Functional Testing

The main purpose of the Functional Test Phase is to confirm that decisions made during the Configuration Phase of the project are in line with the RPU's business requirements and that the initial configuration operates as expected. Functional Test Scenarios Templates will be provided by the Westin team and will be customized to reflect the RPU configuration by the Westin team (Lead) and the project team (SME input). Functional testing will take place on the system after performing all data cleanup and any modifications to the test instance. This allows the project team to isolate and test the configuration prior to moving toward Integrated Testing where interfaces are introduced.

Before the beginning of Functional Testing by RPU's project team, Westin will complete an initial QA test to ensure the product is functioning as expected. Results of that test, including scenario results and open incidents, will be provided to the RPU for review at the start of Functional Test. Functional Testing is to include testing of each modification, interface, report, portal, or form.

Regression Testing

Regression testing is conducted to verify that software which was previously developed and tested still performs the same way after it was changed or interfaced with other software. Changes may include software enhancements, patches, configuration changes, etc. During regression testing, new software bugs or regressions may be uncovered. Sometimes a software change impact analysis is performed to determine what areas could be affected by the proposed changes. These areas may include functional and non-functional areas of the system.

The Westin team with RPU's project team will conduct regression testing to verify that there no issues introduced by the configuration changes made or incomplete data loads.

System Testing

The objective of System (Integrated) Testing is to confirm that the delivered solution performs as expected. This includes, but is not limited to, all subsystems, configured functionality, modifications, interfaces, workflows, and reports. In addition, Integrated Testing will also serve to solidify the RPU's business processes. All features and functions must work together in the same environment with

Cleaned up data. To ensure a successful integrated testing, Westin and RPU will:

- ***Recreate a realistic “production-like” environment.*** Applying all data cleanup scripts, establishing test environments for all external systems and ensuring that the external systems and the UWAM data are as recent as possible.
- ***Manage the focus and momentum of Integrated Testing.*** Ensure all team members are clear on their activities, when they are supposed to be doing them, and if they have completed their task(s) successfully. This is a critical test and is the responsibility of RPU’s PM working in concert with the Westin team and in adherence to the Project Schedule.
- ***Ensure all activities move the team toward the final goal – a successful Go-Live.*** The activities of all team members and the project issues must be managed closely. Testing progress and issue resolution must be established and monitored closely. Deviations from the plan will be identified by reviewing testing metrics frequently and adjusting the plan and tactics accordingly.

User Acceptance Testing

A key part of the Integrated Testing process is User Acceptance Testing (UAT), during which the activities of a typical business day are followed utilizing the Solution to simulate the tasks and expected results. UAT will be conducted after successful completion of system testing. A code freeze will take place before the start of UAT, with critical changes happening only once RPU and Westin team have mutually agreed that they are necessary to move toward Go Live. The risk impact of those changes will be assessed, as well as potential additional regression testing that would take place to ensure system stability.

The Westin team and RPU will develop a formal UAT Plan. The UAT Plan will guide the project team in developing end-to-end test scenarios that will cross multiple operational areas. The testing scenarios should include, base functionality, modifications and interfaces.

Deliverables

- Functional, system and User Acceptance testing script templates.
- Tracking of identified issues and resolution.
- Support and guide Functional, Regression, System and UAT testing.

Task 600 - Training

The Westin team will support training to all the users of UWAM in the Electric Division. Training will be customized to their specific roles and use of the system. The Westin team will work with RPU’s Project Manager to identify the attendees, their level of experience with the use of UWAM, and their role in the organization to develop the resulting Training Plan. The Westin team will coordinate the scheduling of these training classes with RPU’s Project Manager. It is expected that the training to the key end users for each organizational group will be delivered prior to User Acceptance Testing. The RPU Core Project Team will take the lead on training the remaining end users with support from the Westin team. Documentation updates to the course materials will be modified and updated.

The Westin team, working with the Project Core Team, will develop training course materials, agendas for the training classes, and quick reference guides. The training materials will be customized to match the configuration of UWAM for the Electric users. Training will include Electric Operations, Field, Substation, and Engineering and Managers. Westin will work with City's IT to make the training materials available on mobile devices for the end users

The training classes can be scheduled after the successful completion of the system testing and while conducting the user acceptance testing.

Deliverables

- Conduct and deliver key end user training to all organizational groups;
- Conduct and deliver train the trainer sessions;
- Assistance with end-user training planning, including sample documents/templates;
- Develop customized end user training course materials (with input from the RPU);
- Support the end-user training;
- Produce end user eLearning materials that will allow the end user to use on any device seamlessly (desktops, laptops, tablets and smartphones).

Task 700 – Go Live

The Go Live date will be coordinated between the Westin team, City's IT, and RPU to ensure minimal impact on the Production system for the other users/departments. Westin will provide City's IT with the final version of the data scripts and any interface modifications. City's IT will apply these to Production. The timing of this step will be agreed upon by all parties, and Westin's key team members will be available to support and resolve issues as they arise.

Westin will be on site during first week of Go Live and will provide support to resolve issues reported by the users. The issues will be tracked on RPU's IT ticket system. Westin will provide QA services to review the use of the system and identify issues or incomplete data.

The Consultant services under this task is expected for two (2) weeks from the GO Live date.

Deliverables

- Go Live support for two (2) weeks;
- Prepare and deliver the Go-Live checklist with all tasks and assignments.

Task 800 - Post Go Live

The Westin team will provide support for additional four (4) weeks to help resolve issues, implement enhancements that will assist the users in their daily use of the system, guide and support the Core Project Team, document any additional changes to the configuration along with providing quality assurance on the data entered in the UWAM.

Deliverables

- On-site and remote support for four (4) weeks.

Section 3 – Project Schedule

The Westin team will work with RPU's Project Manager to establish a comprehensive Project Plan covering all related tasks (including tasks by RPU), properly load resources and establish project milestones. Microsoft Project will be used as the project tool. Westin's Program Manager will track and update the Project Schedule and will review progress with RPU's Project Manager prior to each Monthly Status Meeting. The Project Schedule will be distributed to the Project Core Team Members to solicit their feedback and any additional tasks that were not included before, will be added. Updated Project Schedules will be distributed and posted on the project website

Westin is estimating about 9 months to Go Live and additional 1 month of post Go Live support

Detailed preliminary Project Schedule is included in the proposal under ***Attachment "I"***.

Section 7 – Conditions, Assumptions and Exceptions

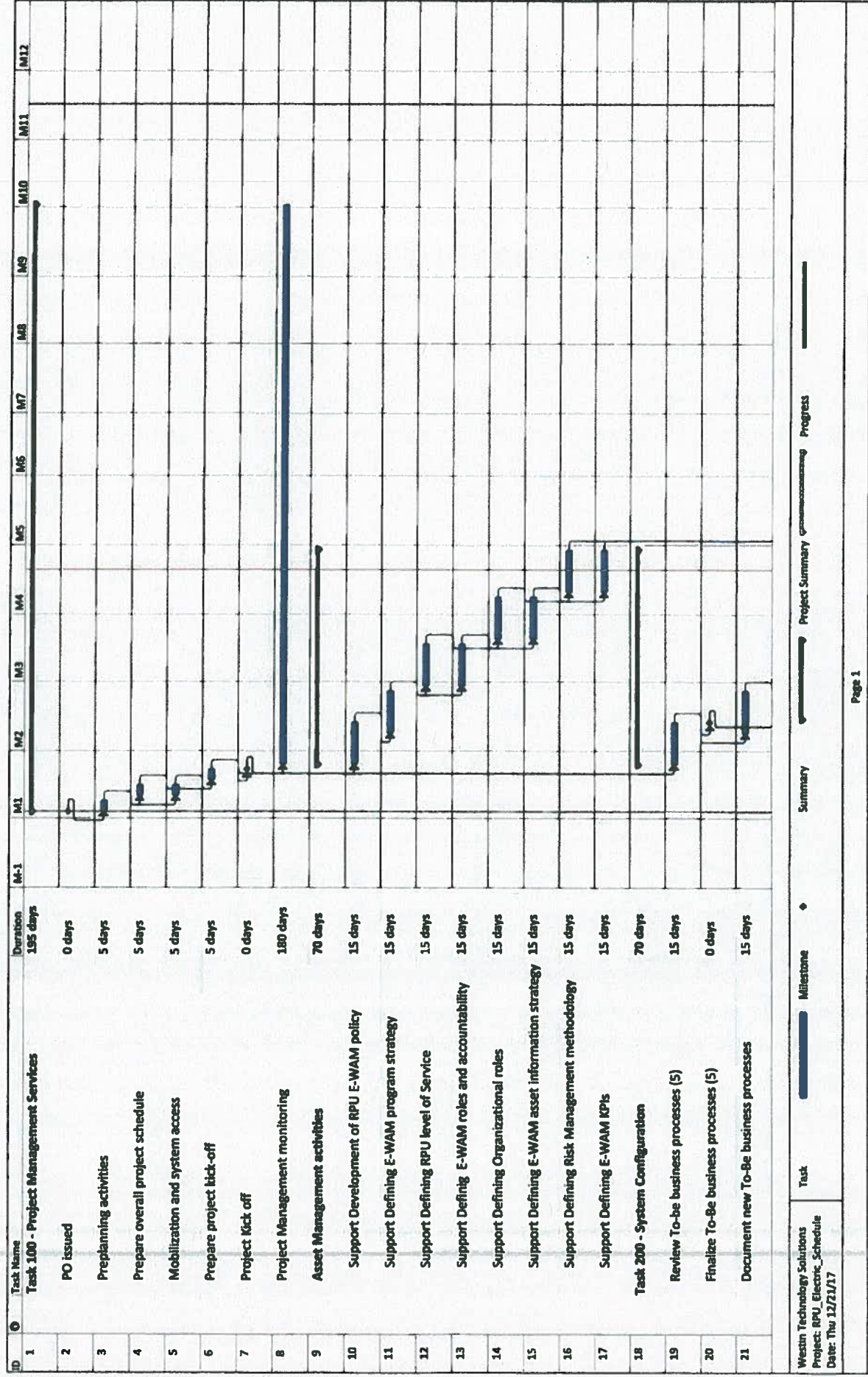
Westin acknowledges the receipt of Addendum #1 – *please refer to Attachment “IV”*.

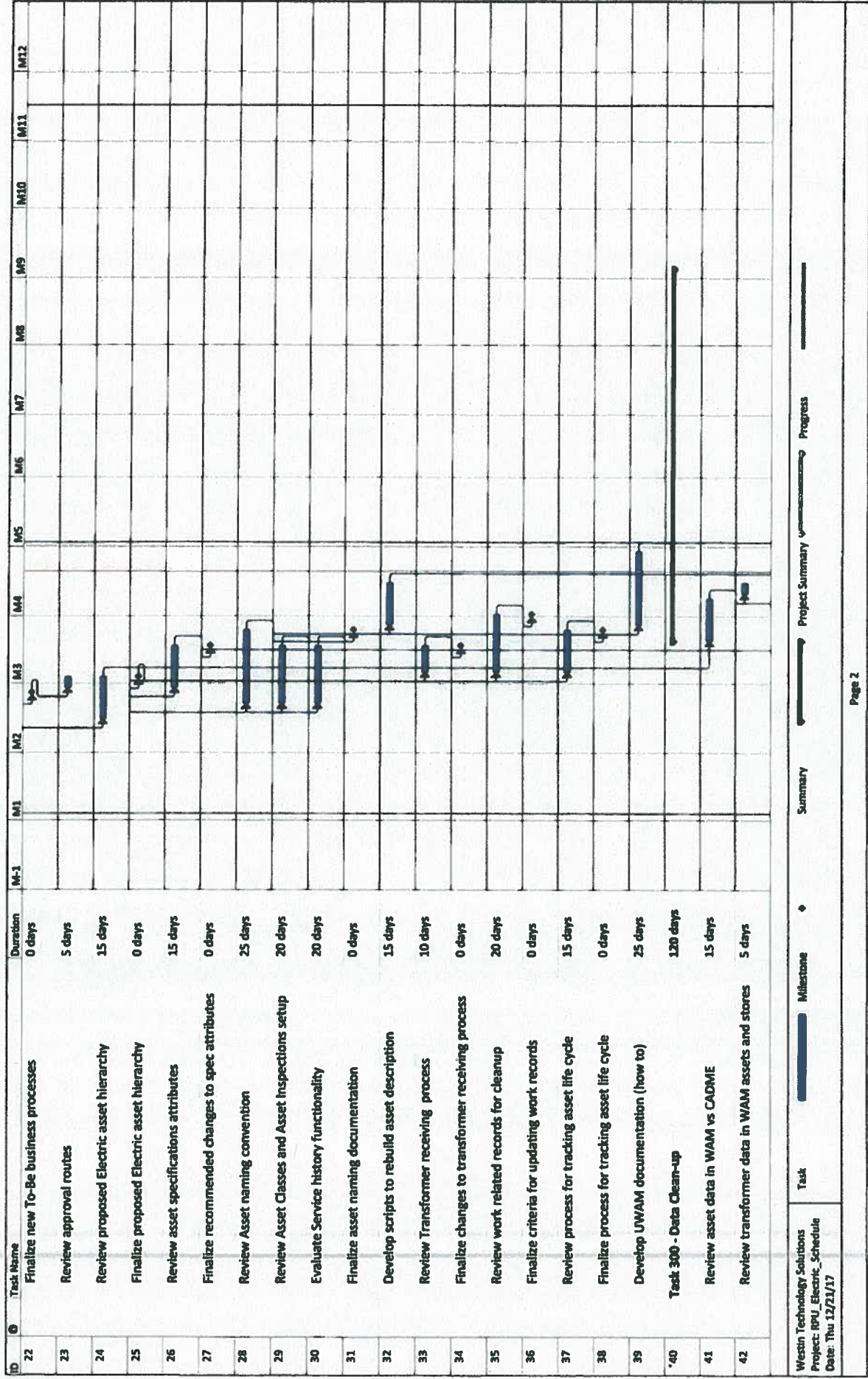
No exceptions are taken

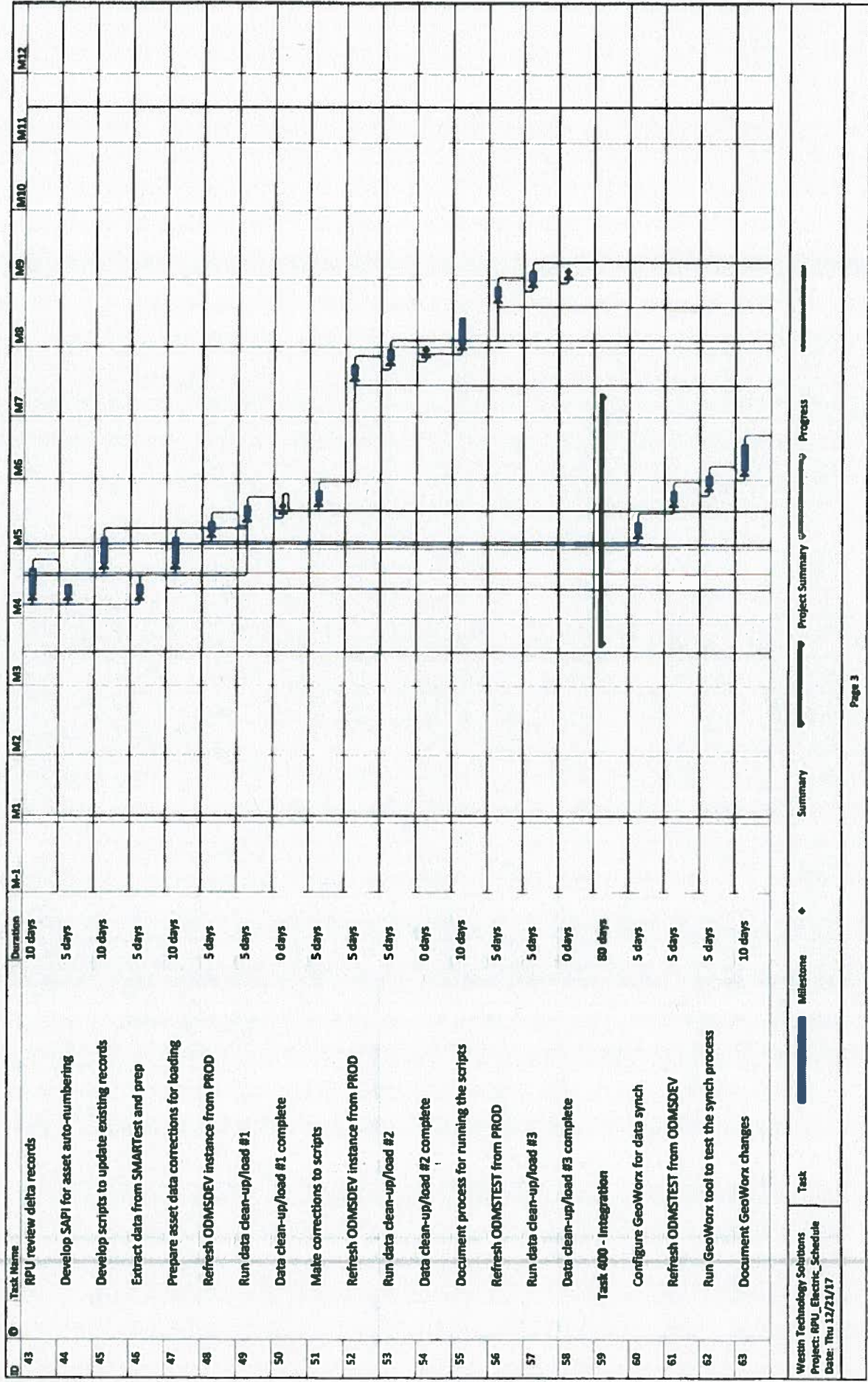
Assumptions

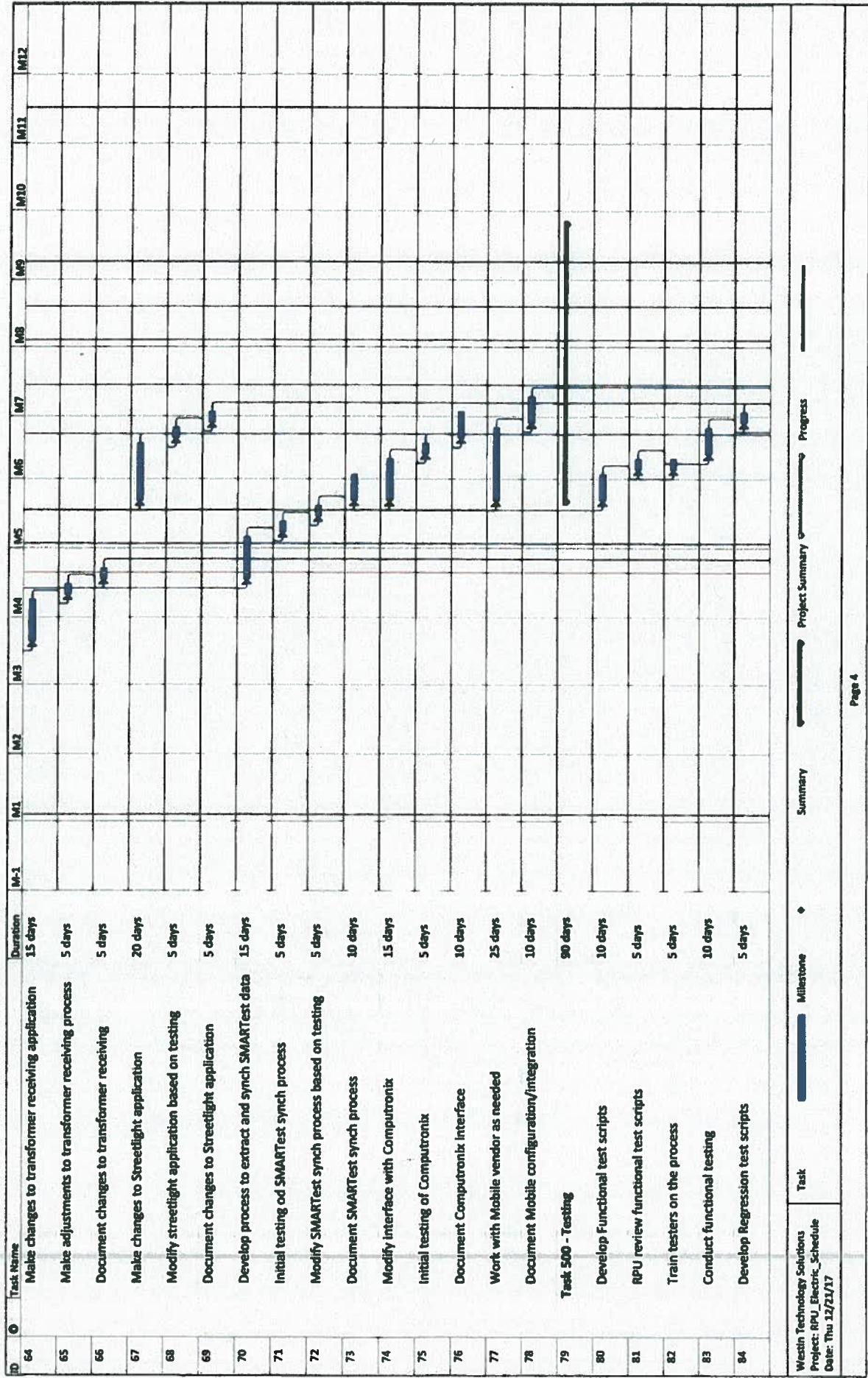
- IT will provide two instances of UWAM for the Electric UWAM implementation project.
- IT will provide VPN access and remote desktop access to these instances.
- IT will provide full access to the two test instances.
- IT will refresh the test instances from PROD when requested by Westin team with the proper notification.
- RPU will provide workspace for the project team with internet access.
- RPU will assign a project manager and core team to work on the project.
- RPU is responsible for collecting the data needed for data loads.
- IT will be responsible for the final data load to PROD with support from the consultant.
- IT will provide access to the transformer receiving application program.
- IT will provide access to the streetlights work order mobile application.
- RPU will acquire the licenses and implementation services for GeoWorx to cover the electric assets.
- RPU is responsible for any services needed from SMARTest’s vendor for the interface with UWAM.

Attachment I – Project Schedule









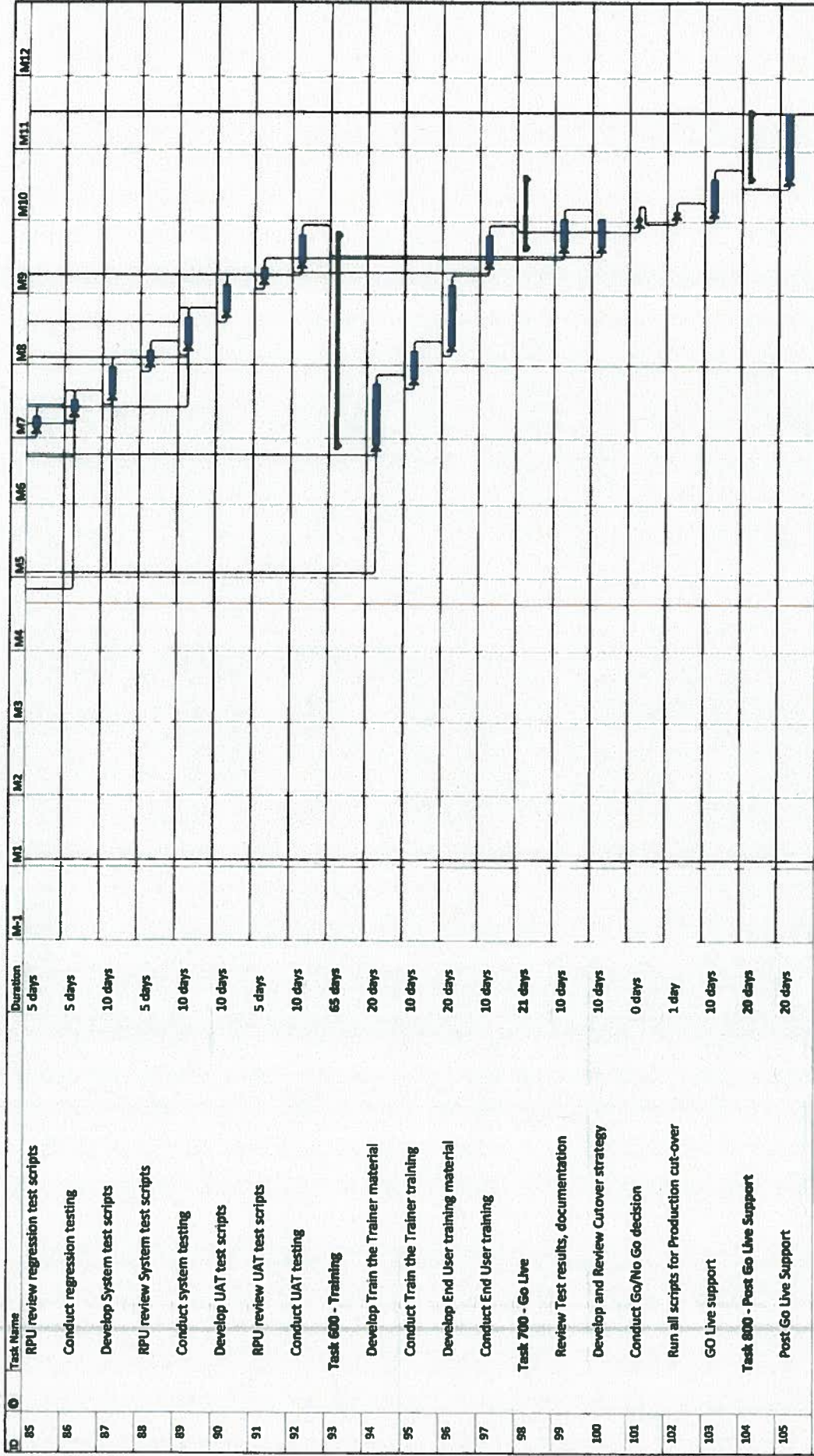


EXHIBIT "B"
COMPENSATION

Section 6 – Price Proposal

Westin is proposing the scope of work on a time and material basis with Not-To-Exceed amount of **\$1,266,100** including all related project expenses.

PLEASE REFER TO Exhibit D for pricing details.

Any additional work outside the scope of this proposal and agreed upon by both parties in writing will be charged using the ***Westin's Standard Consulting Rate Sheet – Attachment "III"***.

Attachment III – Rate Sheet

Westin Technology Solutions, LLC

FM-03-09

STANDARD CONSULTING RATE SHEET VALID THRU DECEMBER 31, 2018

LABOR RATES

<i>Code</i>	<i>Category</i>	<i>Consultant Hourly Rates (US\$)</i>
10 •	Managing Principal	\$275
15 •	Senior Principal Consultant	\$250
20 •	Principal Consultant	\$240
25 •	Senior Consultant II	\$225
30 •	Senior Consultant I	\$210
40 •	Staff Consultant	\$180
50 •	Associate Consultant	\$145
60 •	Analyst II	\$120
70 •	Analyst I	\$100
90 •	Project Assistant	\$85
99 •	Clerical	\$60

The above labor rates do not include sales or service taxes, if any.

Non Labor Costs: Subcontract and other direct expenses will be billed at cost, plus 10%. These costs may include but are not limited to travel, mail/shipping, outside printing & binding, subcontractor charges, project equipment/software. (Mileage will be expensed per current IRS guidelines at the time of travel).

Westin Standard Rate sheets are increased annually on January 1st of each year. If the contract extends beyond January of any year, a rate increase can be expected.



Exhibit D – Pricing Proposal Sheet



RFP 1697
Exhibit D
Pricing Proposal Sheet

SCOPE	Proposed Positions (e.g., Consultant, Sr. Consultant, etc.)	Estimated Hours (Min-Max)	Hourly Rate
Task 1 - Project management	Managing Principal Consultant	0	\$ 275.00
	Sr Principal Consultant	900	\$ 250.00
	Sr Consultant II	300	\$ 225.00
	Associate Consultant	0	\$ 145.00
			\$
Total not to exceed, Task 1		1200	\$ 292,500.00
Task 2 - Configuration	Sr Principal Consultant	200	\$ 250.00
	Sr Consultant II - Functional	270	\$ 225.00
	Sr Consultant II - Technical	180	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 2		650	\$ 151,250.00
Task 3 - Data Cleanup	Sr Principal Consultant	200	\$ 250.00
	Sr Consultant II - Functional	200	\$ 225.00
	Sr Consultant II - Technical	300	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 3		700	\$ 162,500.00
Task 4 - Integration	Sr Principal Consultant	200	\$ 250.00
	Sr Consultant II - Functional	200	\$ 225.00
	Sr Consultant II - Technical	300	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 4		700	\$ 162,500.00
Task 5 - Testing	Sr Principal Consultant	180	\$ 250.00
	Sr Consultant II - Functional	250	\$ 225.00
	Sr Consultant II - Technical	180	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 5		610	\$ 141,750.00
Task 6 - Training	Sr Principal Consultant	150	\$ 250.00
	Sr Consultant II - Functional	200	\$ 225.00
	Sr Consultant II - Technical	140	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 6		490	\$ 114,000.00
Task 7 - Go Live	Sr Principal Consultant	100	\$ 250.00
	Sr Consultant II - Functional	100	\$ 225.00
	Sr Consultant II - Technical	80	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 7		280	\$ 65,500.00
Task 8 - Post Go Live	Sr Principal Consultant	100	\$ 250.00
	Sr Consultant II - Functional	80	\$ 225.00
	Sr Consultant II - Technical	80	\$ 225.00
	Associate Consultant	0	\$ 145.00
		0	\$
Total not to exceed, Task 8		260	\$ 61,000.00
TOTAL NOT TO EXCEED (TASKS1-8)		4890	\$ 1,151,000.00
Travel Expenses			\$ 115,100.00
			\$ 1,266,100.00

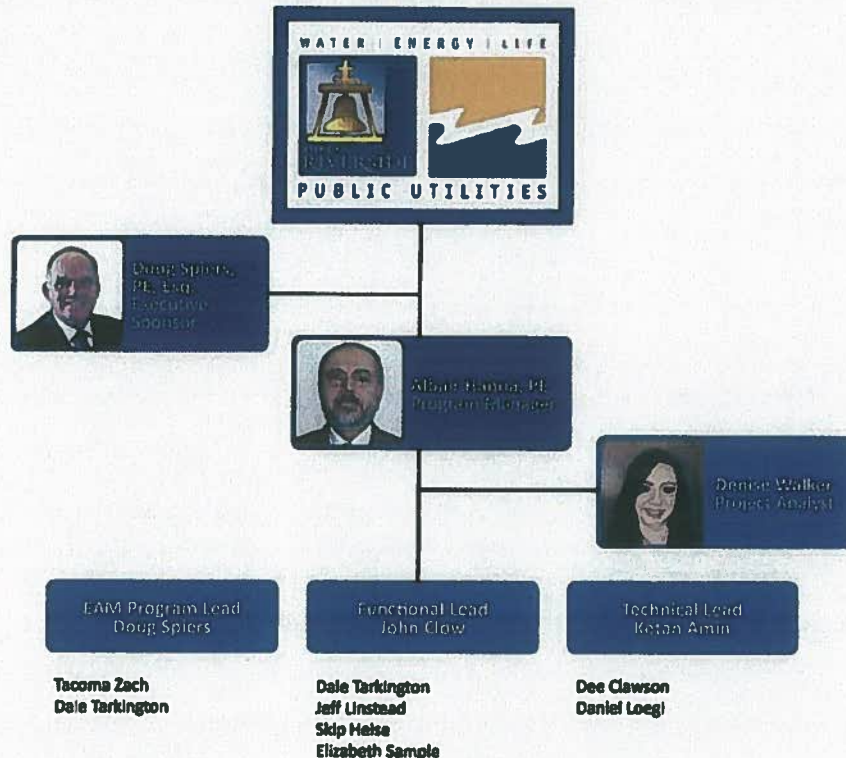
EXHIBIT “C”

KEY PERSONNEL

Section 5 – Key Project Personnel

Westin is proposing a team of principal-level consultants who are experienced in providing the knowledge and expertise required for RPU project.

Westin's team members have successfully done exactly what you are requesting in the RFP many times – implemented Oracle WAM solution including business process improvements, configuration, data loading, integration, testing and post go live support. The team has developed and implemented enterprise asset management programs for very similar water and electric utilities.



Please refer to the resume of all the team members – **Attachment "II"**.

Mr. Doug Spiers will serve as Westin's Executive-in-Charge. Doug brings over twenty years of utility management consulting expertise at the executive level. Doug will also lead the development of RPU's E-WAM Program. Doug is a frequent speaker at national and regional water and wastewater conferences on asset management, strategic planning, performance management and optimizing technology investments for improved business performance. Doug recently led RPU's Asset Management Roadmap project

Mr. Albair Hanna will serve as our Program Manager. Albair has managed dozens of similar CMMS implementation for some of the most forward-looking water utilities throughout North America. Albair has been successfully implementing CMMS packages for water and wastewater and combined utilities for the past 20 years. He has successfully managed over 60 similar CMMS engagements. He recently completed the implementation of UWAM for RPU Water department and the UWAM assessment for the electric department.

Mr. John Clow will serve as the Functional Lead. John has over 20 years of management consulting in the areas of Asset Management, Maintenance Management, Work Management, Operation and Logistics, Business Process, Strategic and Tactical Business Plan Development, Application Solution Architecture and deployment and Organizational Change Management.

Mr. Ketan Amin will serve as the Technical Lead. Ketan has over 15 years of experience with Oracle products, architecture and integrations, both as a consultant and a developer. He has extensive experience with Work and Asset Management implementation, Technical analysis and integration of WAM product with financial systems.

Mr. Tacoma Zach will support the development of RPU's E-WAM Program. Tacoma has over 25 years of experience in asset management program development. He has helped utilities build their asset program in alignment with ISO 55000 and is a member of the Institute of Asset Management. He has also led utilities in establishing their criticality scoring process and risk management mitigation plans.

Mr. Skip Heise is a seasoned professional with over 25 years of information technology and business management consulting experience. He is an expert in the planning, design, and implementation of Enterprise Geographic Information Systems (GIS) for government and utility organizations and specializes in integrating GIS with Oracle WAM, Customer Information Systems (CIS), and mobile technology. He has supported utilities like RPU implement GeoWorx solution for integrating Oracle WAM with GIS.

OPERATING AGREEMENT OF WESTIN TECHNOLOGY SOLUTIONS, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into effective as of September 1, 2017, by IPS GROUP, INC., a Wisconsin corporation (the "Member"), the sole member of WESTIN TECHNOLOGY SOLUTIONS LLC, a Wisconsin limited liability company (the "Company").

1. **Formation.** The Member has formed the Company under Chapter 183 of the Wisconsin Statutes ("Chapter 183"). The Member ratifies everything done by the Company's organizer to date in connection with formation of the Company. The term of the Company shall continue until the Company is dissolved and liquidated in accordance with this Agreement.

2. **Management.** The provisions of Chapter 183 relating to management of the Company by a manager shall apply to the Company. The initial manager of the Company (the "Manager") shall be Mark R. Grosskopf. There shall be no additional managers.

3. **Capital.** The Member has contributed the sum of \$1,000 to the Company.

4. **Personal Liability.** The Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company, except to the extent of its capital contributions to the Company. The Manager shall not be held financially responsible for his performance in acting as the Manager. Notwithstanding the foregoing, the Manager has an obligation to act in good faith in connection with his performance as the Manager and shall be liable for acts or omissions performed or omitted fraudulently, in bad faith or with willful misconduct. The Company shall indemnify and hold harmless the Manager, to the extent of the Company's assets, against obligations and liabilities arising or resulting from or incidental to the management of the Company's affairs, provided that the Manager shall not be entitled to indemnification under this Agreement for acts or omissions performed or omitted fraudulently, in bad faith or with willful misconduct, and such indemnification shall not release the Manager from his fiduciary responsibility to the Company.

5. **Dissolution.** The Company adopts the dissolution and liquidation provisions of Chapter 183.

6. **Captions.** Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of this Agreement.

7. **Severability.** If any arbitrator or court finds any provision of this Agreement to be invalid or unenforceable:

(a) The arbitrator or court shall enforce the provision to the maximum lawful extent; and

(b) The arbitrator's or court's finding of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

By signing below, the Member affirms its membership in the Company, acknowledges its contribution and consents to the operation of the Company pursuant to Chapter 183.

Dated as of the date first set forth above.

IPS GROUP, INC.

By: 
 Mark R. Grosskopf, President