



office memorandum

DATE: March 14, 2025

TO: Shannon Stevenson, Assistant City Manager

THROUGH: Scott Sturtz, Director of Public Works *SS*

FROM: Mike White, Fleet Program Manager *mw*

SUBJECT: Request for Professional Fleet Analytical Services

Background:

The Public Works Fleet Division manages the City's fleet of vehicles and equipment using a Fleet Management Information System (FMIS). From 1994 through 2023, the Fleet Division contracted with FASTER Asset Solutions. During this time, FASTER was hosted on the City of Norman server. Due to ongoing service issues, including system malfunctions and a lack of support, a new FMIS software was selected. Beginning in August 2023, the Fleet Division contracted with a global fleet software provider, AssetWorks FleetFocus. AssetWorks transferred five (5) years of critical FASTER vehicle data into the City's hosted account, which is now web-based.

Discussion:

The City of Norman fleet comprises 949 units with a depreciated value of \$35 million. With the recent software integration, the Fleet staff requests a third-party Fleet Analytical firm to review key performance indicators (KPI) and critical data sources and develop reports based on municipal industry standards. This review will verify that the information in our new system, AssetWorks, is formatted correctly, uniform, up to standards, and correct. Having a third party come in and review the information/data in the current system will allow Fleet staff to get any issues fixed or updated quickly. Going from an outdated FMIS to the new FMIS has come with new standards and formatting. The Fleet staff would like a review from an outsourced vendor for the extra reassurance that the data in AssetWorks is as up-to-date and efficient as possible. Fleet does not have the resources to do this in-house.

Fleet staff has been in contact with Utilimarc, LLC for a couple of years and is impressed with their 24 years of industry experience. In 2022, Utilimarc conducted similar services for 31 municipalities across the nation. Utilimarc offers a benchmarking package that will compare the City of Norman fleet with fleets of comparable size. Utilimarc will compare our FMIS data (FASTER and AssetWorks) and compare with nationwide standards and statistics.

If approved, this service will provide checks and quality control measures, ensuring optimal utilization of the new software and identifying areas for improvement or adjustment. Other vital services and reports included in this contract are:

- **Low Utilization Vehicles:** a list of units will be provided that are considered underutilized and could potentially be removed from the fleet.
- **Lifecycle Analysis:** a report that will give the City's fleet an accurate age compared to other fleets nationwide.
- **Technician Performance:** The billing hours charged to an asset performed by the technicians will be analyzed compared to those of peer organizations.
- **Vehicle Replacement Schedule:** review maintenance trends by year, make, and

model. Staff will use this information to compare replacement criteria and adjust as needed.

- **Staffing Recommendations:** a review of the number of mechanics needed to maintain 933 units based on the hours of "wrench time" it takes to repair each class of vehicles in the fleet compared to benchmarking peers.
- **MCC Codes:** Maintenance Class Codes, a review of MCC codes for units for reporting purposes. The old FASTER software did not require MCC codes to report City assets. The current software, AssetWorks, requires MCC codes for valuable reporting. Staff had to develop MCC codes for every unit. There are approximately 300 MCC codes to manage, and staff would like to reduce this to under 150.
- **Class Codes:** a review of current class codes for every unit for reporting purposes that were not required in the former FMIS, FASTER.

The Fleet Division had a study done in 2013 by Mercury & Associates. This in-depth study brought some items to our attention that needed adjusting. Fleet made the adjustments and significantly increased our reporting information and knowledge to run the Fleet Division at its best. This study was over ten years ago, and many things have changed, such as new software and vehicle technology. The Fleet Division would like to keep up with the latest technology and be compared to other municipality fleets to continue to manage this Division at its best. Having the correct information in our FMIS is vital. This information is used for annual replacements, annual budgeting, annual rightsizing, and many more things reported to the City Council and City of Norman citizens.

Recommendation:

Funding for this project was approved for FYE 2025, account 10550170-44199. Staff recommends the City Manager approve the attached contract K-2425-37, which has been previously reviewed and approved through the City's Attorney's Office, for professional Fleet Analytical services for \$15,000.00 with Utilimarc, LLC.

Reviewed by:

Anthony Francisco, Director of Finance 
Beth Muckala, Assistant City Attorney III

03/25/2025

Date



Signature

☒ APPROVED
☐ DISAPPROVED

BY: ☐ Darrel Pyle, City Manager
☒ Shannon Stevenson, Assistant City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is entered into between The City of Norman ("OWNER") and Utilimarc, LLC ("CONSULTANT") for the following reasons:

1. OWNER intends to provide Professional Fleet Analytical Services (the "Project"); and,
2. OWNER is engaging CONSULTANT to provide the Services related to the Project.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the ____th day of _____, 2025.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the services described in Attachment A, Statement of Work for Norman, OK ("Services"). Where the provisions of this Agreement and the Statement of Work conflict, the language in this Agreement shall control.

Where the Services include online access to CONSULTANT's software as a service platform as set forth in a Statement of Work ("Cloud Services"), subject to the timely payment of all applicable Fees and the terms and limitations set forth herein, CONSULTANT agrees to provide OWNER with a revocable, non-transferable, non-sublicensable, and non-exclusive account for access to and use of such Cloud Services specified in the Statement of Work for the time period set forth therein. No other right or license to access or use the Cloud Services is granted by implication or otherwise. OWNER's use of Cloud Services is also subject to the website Terms of Use and the Privacy Policy located on CONSULTANT's website, as each may be amended from time to time without notice and which are incorporated herein by reference (collectively, the "Policies"). CONSULTANT may suspend OWNER's access to and use of the Cloud Services without prior notice if: (a) CONSULTANT is not in receipt of the applicable Fee within thirty (30) days of the date of invoice; or (b) CONSULTANT has reason to believe that OWNER is engaging in any activity prohibited or not authorized under this Agreement or the Policies.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A.

ARTICLE 5 -COMPENSATION

The OWNER shall pay CONSULTANT the fees set forth in the Statement of Work (the "Fees") at the times set forth therein.

If no time or schedule for payment is set forth in a Statement of Work, Fees shall be due and payable upon receipt of invoice. Delinquent payments may bear interest at the rate of one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. If CONSULTANT is a prevailing party in a lawsuit brought to recover its invoices amounts in a court of law, OWNER will be responsible for all reasonable expenses (including attorneys' fees) incurred by CONSULTANT in collecting such delinquent amounts.

OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in the Statement of Work. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 – CONSULTANT'S USE OF OWNER DATA

Where the Services include benchmarking services, CONSULTANT may include anonymized information and data of OWNER ("OWNER Data") as part of CONSULTANT's benchmarking reports and services, current and future, for other clients. OWNER hereby grants permission to CONSULTANT for such use during the term of this Agreement and forever thereafter. CONSULTANT will disguise the identity of OWNER and any individuals when using OWNER Data. CONSULTANT may exclude OWNER Data or any other party's data from a comparison group for any reason, in its sole and absolute discretion. CONSULTANT shall have the right to use, collect, and distribute data generated by the Services (or derived from OWNER's use of the Services) and OWNER Data in an aggregated, de-identified form for the purposes of CONSULTANT's providing or maintenance of, improvement to, and operation of the Services or for any new or different products or services.

ARTICLE 8 – OWNER'S USE OF REPORTS

OWNER may use any reports, dashboards, or materials included with the Services and the information contained in any such report, dashboard, or materials only for its own internal business purposes and as set forth herein. Except as set forth in a Statement of Work, and as may be required by applicable law, OWNER will not sell, license, lease, distribute, or disclose any report or materials or any information contained therein to any third party.

ARTICLE 9 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services. UNLESS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONSULTANT MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

ARTICLE 10 -INDEMNIFICATION, LIMITATION OF LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and

all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by, resulting from, or related to the: (i) other party's breach of any of its representations or warranties; or (ii) the other party's breach or failure to perform any of its obligations under this Agreement or the Statement of Work. . The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Limitation of Liability. The total liability of CONSULTANT under this Agreement will not exceed the total amount received by CONSULTANT from OWNER under the applicable Statement of Work during the twelve (12) month period immediately before the claim which gave rise to the liability. EXCEPT FOR OWNER'S INTENTIONAL BREACH OF ARTICLE 8, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR COVER DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOST REVENUES, SAVINGS, LOST DATA, OR LOSS OF USE OR GOODWILL OR OTHER INTANGIBLE LOSSES) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, CLOUD SERVICES, THE COST TO PROCURE SUBSTITUTE GOODS AND SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION OF OWNER DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 11 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insured on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 12 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Statement of Work. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 13 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 14 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 15 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property

developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 16 – TERM, TERMINATION AND SUSPENSION

The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the expiration or termination of the Statement of Work. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule. The termination of this Agreement shall not affect CONSULTANT's entitlement to payment of Fees for Services provided prior to termination of this Agreement or the applicable Statement of Work.

ARTICLE 17 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 18 - NOTICES

Any notice required by this Agreement shall be made in writing and personally delivered or sent by certified mail or express courier to the other party at the address specified below, or at such other address as the parties shall designate in writing:

OWNER:

Mike White
Fleet Management Supt.
City of Norman
1301 Da Vinci
Norman, OK 73071

CONSULTANT:

Michael Carr
Key Account Manager
Utilimarc, LLC
1660 South Highway 100, Suite 319

St. Louis Park, Minnesota 55416

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 19 – DISPUTES

In the event of a dispute between the OWNER and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability, or status as a Veteran of the Vietnam era or any other legally protected status. It is the CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports, including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 21 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 22 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 23 - INTEGRATION

This Agreement, including Attachments A incorporated by this reference, represents the entire and integrated Agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 25 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

ARTICLE 26 - NO THIRD-PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Utilimarc, LLC have executed this Agreement.

DATED this ___th day of _____, 2025.

The City of Norman
(OWNER)

Utilimarc, LLC
(CONSULTANT)

Signature 

Name Shannon Stenerson

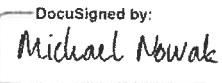
Title Assistant City Manager

Date 04/28/2025

Attest:

City Clerk



Signature 

Name Michael Nowak

Title President

Date 4/15/2025

Attest:

Secretary

Approved as to form and legality this 23 day of April 20 25.


City Attorney



Statement of Work for Norman, OK

Executive Summary

At Utilimarc, we work closely with our customers to ensure their data is accurate, analyzed and delivered to create real change within their fleet. Our 24 years of industry experience working with diverse silos of data from the nation's largest utility fleets has driven our development of a business intelligence (BI) platform that connects and unifies fleet data sources into a single environment, and is then expressed through our Fleet Analytics applications.

An important layer to Utilimarc's BI platform - and its success - is our people. Our team of data scientists and fleet analysts will integrate your data sources - cleaning, configuring, and unifying your data into our applications - as well as working with you to establish actionable KPIs, metrics and reporting. To ensure you have the best experience with Utilimarc, our Customer Success team will work alongside your fleet to ensure it is getting the most value from our products and services.

We are all greatly looking forward to partnering with you and helping to optimize all areas of your fleet.

Sincerely,

Chris Shaffer

CEO

Contact Information

Client Name: City of Norman, OK

Client Contact Name: Mike White

Prepared By: Mike Carr

Date Prepared: 7/16/2024

Proposal Expires: 3/4/2025

Client Account Payable Email (Invoices Only): accountspayable@utilimarc.com

Statement of Work

This SOW incorporates and is governed by the terms and conditions of the Agreement for Professional Services, dated March __, 2025 (together with this SOW, the "Agreement"), except as explicitly stated in this SOW. Unless otherwise specified, capitalized terms used in this SOW shall have the meanings defined in the Professional Services Agreement ("PSA").

Description of Services - Exploratory Data Analysis

The **Exploratory Data Analysis** is an initial phase of data analysis where the data is summarized and visualized to uncover patterns, detect anomalies and generate hypotheses. The deliverables typically include: descriptive statistics about the data set, assessments of cleanliness and completeness, and (in the best cases) observations on trends, outliers, and areas of interest.

Description of Services - Benchmarking and Fleet Lifecycle + Staffing

Provide one year of access to the **Utilimarc's Benchmarking product**, a comprehensive online collection of interactive reports focused on fleet operations, performance measures, trends, and peer comparisons. Additionally, Client will receive access to our Fleet Lifecycle + Staffing Analysis.

With the **Benchmarking application**, we will provide Client the following services:

- Collect, process and load data into Utilimarc's platform. Data sets include:
 - 3 calendar years of historic ownership, maintenance, utilization and descriptive information on Customer's vehicles, equipment, and trailers.
 - 3 calendar years of financial summary data on fleet department's total expenses.
 - 3 calendar years of job statistics, including job description, hire date, leave date, salary and more.

Benchmarking offers the following views into your organization's fleet, staffing, and financial data:

- **Fleet Benchmarking Overview:** Summarizes your most important metrics on a single page. Easily review key metrics and trends over time. View your cost per unit performance in key class codes, against your peers, and over time. Study macro-level vehicle and staffing metrics and five-year trends at the industry level and by vehicle weight.

Comparisons:

- **Asset Age:** Delivers information about the average age of your fleet (or a specific vehicle class code, make or model) and makes comparisons to your Benchmarking peers.
- **Corporate KPIs:** Shares service-level performance statistics (e.g., cost per retail customer, cost per line mile) for your organization and compares your numbers to your Benchmarking peers. This report is designed for utility clients.
- **Cost Per Asset:** Provides cost analysis and peer comparisons by vehicle class code, make and model distributed by units, miles, gallons, vehicle equivalency, PTO hours or engine hours. Also includes a wide variety of metrics, trends, and comparisons in fleet inventory, vehicle specifications, and maintenance over a three-year period.
- **Purchase Prices:** Offers cost and specification analysis by class, make and model for your fleet assets and makes comparisons to your peers. Review specification details by vehicle make, model, drive type, body type, and fuel type.
- **Staffing:** Shares metrics, trends, and ratios broken out by number of units per employee and number of VEs per employee and compares your results to your Benchmarking peers. Includes breakdowns by job class.
- **Technician Performance:** Analyzes billed hours charged to an asset performed by internal technicians and hourly wage and total compensation information and trends for employees designated as a technician within your organization as well as comparing your organization's numbers to Benchmarking peers. Includes position counts broken down by your organizational hierarchy.

Trends:

- **Financials:** Displays historical expense totals, breakouts, and trends for your organization.
- **Industry Asset Trends:** Displays seven years of vehicle-related metrics for Benchmarking Participants allowing you to analyze changes and movement in the industry.
- **Industry Technician Performance Trends:** Reviews seven years of staffing-related metrics for Benchmarking Participants allowing you to analyze changes and movement in the industry for more than 20 key categories.

- **Inventory:** Provides a comparison of fleet count and cost measures for your entire organization or a component of it based on filter options. Includes comparisons to peers. Includes counts and trends by class code and a unit-level inventory of fleet assets.
- **Maintenance Cost:** Details your cost for maintaining fleet assets based on age based on cost per unit, mile and gallon and other associated metrics by vehicle age as well as against Benchmarking peers

Exceptions:

- **Labor Hours:** Identifies vehicles with a higher or lower annual labor hours than what is normal for your fleet in that class code. Make comparisons across multiple class codes.
- **Low-Utilized Vehicles:** Illustrates which vehicles have a lower utilization (and higher utilization) than what is normal for your fleet in a specific class code. Make comparisons across multiple class codes to find both the highest- and lowest-utilized vehicles within your entire fleet. Also offers underutilized counts and percentages by vehicle age.
- **Maintenance Cost:** Pinpoints vehicles with higher or lower maintenance costs than what is normal for your fleet in that class code. Make expense comparisons across multiple class codes.
- **Purchase Prices:** Identifies vehicles with a higher or lower purchase prices than what is normal for your fleet within a specific class code.
- **Total Cost:** Displays vehicles with higher or lower total costs than what is normal for your fleet in a specific class code. Make expense comparisons across multiple class codes.
- **Work Order Counts:** Singles out vehicles with a higher or lower work order count than what is normal for your fleet in a specific class code.
- As well as provide Client with up to 5 hours of Analyst time to update summary report or other ad hoc requests.

With the **Fleet Lifecycle + Staffing Analysis** we will provide Client with the following services:

- Collect, process and load data into Utilimarc's BI platform. Data sets include (in addition to those above):
 - 12 months of vehicle auction information, or suitable estimates.
 - 12 months of future vehicle acquisition costs, or suitable estimates.
- Create models to identify what lifecycle provides the lowest total cost of ownership over the life of each asset. The model will be based on Utilimarc's Class Codes, subject to data availability, and will include the following inputs:
 - Purchase Price (calculated from acquisition data).
 - Market Depreciation Rate (calculated from auction data).
 - Inflation Rate
 - Annual Mileage (calculated from historic data).
- Create a replacement schedule based on current inventory and chosen lifecycles.
- Create a summary report which will include optimum lifecycles for each class, a description of report methodology, maintenance regressions for each class, TCO tables for each class.
- Forecast required staffing levels based on replacements in next 12 months and other

statistical information.

- Provide up to 10 hours of Analyst time to update models and reports based on changes in lifecycle, inventory or other inputs.

Utilimarc will provide the above services according to the Service Level Agreement and Support Policy, which is attached hereto as Schedule A.

Benchmark Participation. Utilimarc may include Client’s benchmarking information as part of Utilimarc’s benchmarking reports or modules, current and future, for other clients in accordance with the terms of the Agreement. Utilimarc may exclude Client or any other party from a comparison group for any reason, in its sole and absolute discretion.

Phases of Implementation

Phase One: Data Integration and Processing	Phase Two: Data Review and Training	Phase Three: Final Report and Presentation	Phase Four: Continued Support
Collect and load data into Utilimarc’s data lake and applications. Data quality where applicable.	Utilimarc Customer Success and Analytics teams provide review of benchmarking results and training for end-	Utilimarc Analytics teams provide formal presentation of benchmarking results to stakeholders.	Utilimarc Customer Success and Analytics team provides continued support for ad hoc requests.

Phase One: Data Collection

During this phase Utilimarc’s analysts collaborate with Client to collect required data from maintenance, financial and human resource systems. This data is loaded into Utilimarc’s data warehouse for cleansing, validation, and configuration.

Phase Two: Data Review and Training

During this phase initial results of Benchmark and Lifecycle applications are reviewed with Client.

Phase Three: Final Report and Presentation

During this phase Utilimarc’s analysts provide Executive Summary and formal presentation to stakeholders, including analysis of Client performance against peers and recommendations for areas of improvement. Virtual or onsite presentation is available on Client request.

Phase Four: Continued Support and Iteration

During this final phase Utilimarc’s analysts provide additional support based on Client requests. This could include updates to executive summary, additional presentations, and/or ad hoc data requests.

Client Responsibilities

- Provide at least one technical contact with administration responsibilities and appropriate API and /or database access to provide required data to Utilimarc
- Provide at least one business contact to interface with Analytics team through Application setup
- Provide required data set as outlined in Description of Service
- Meet with the Analytics team to discuss questions and concerns regarding data provided.

Utilimarc Roles and Responsibilities

Throughout the scope of work our teams will be working on the front and back ends during implementation and deployment. Below are the roles and responsibilities of our internal teams.

Utilimarc Roles	Customer Manager	Success Project Manager & Data Analysts
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Responsibilities	Main point of contact for all phases of scope and ongoing support	FMIS data to data lake integration team.	Platform and application configurations and user entitlement setup team.
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Implementation Timeline

Benchmark data sets for the previous calendar year are made available between March and April of the following calendar year, which allows time to collect enough data sets to make useful comparisons among the participants. Except between January 1 and April 30, Phase 2 will begin no later than 4 weeks after the required data sets are provided by the Client. Executive summaries in Phase 3 are created when 80% of participants have reported, typically between June and July, but are available earlier at Client’s request.

Lifecycle can begin as early as the completion of Phase Three of Benchmark. Draft reports will be completed no later than 4 weeks after the required data sets are provided by Client.

Fees, Payment, and Term

Fees

Fees are set forth in the attached Pricing Appendix.

Billing Method and Frequency; Payment Terms

Start Date: _____

End Date: One Year Term

Payment Terms: Invoiced upon signing; Net 30 days from invoice date.

Billing Frequency: Annually
Name of the Billing Contact: _____
Billing Email Contact: _____
Billing Address _____

PO Number:

Term

The term of this SOW shall begin on the SOW Effective Date and shall be effective for one (1) year (Initial Term). Upon expiration of the Initial Term, Client has the option to renew the SOW for one (1) year ("Renewal Term"). Utilimarc may increase pricing for the Renewal Term by providing Client at least sixty (60) days' notice of revised pricing. Upon termination or expiration of this SOW: (i) Client's permission and access to use the Utilimarc software platform application(s) set forth in this SOW shall immediately terminate; and (ii) Utilimarc will immediately terminate providing the services described in this SOW. In the event Client terminates this SOW before the expiration of the Initial Term without cause, Client will be in breach of this SOW and agrees to pay Utilimarc an early termination fee equal to the unpaid portion of the total fees under this SOW for the Initial Term (the "Early Termination Fee"). The Early Termination Fee owed by Client shall be due and payable upon delivery of Client's notice of such termination. The parties agree that the Early Termination Fee is payable as liquidated damages and not a penalty and is intended to be a reasonable calculation of the approximate amount of damages that Utilimarc would suffer under the circumstances. Any other amounts due to Utilimarc under this SOW will become immediately due and payable on such termination date. Any termination by Client under this SOW for breach by Utilimarc shall result in a proration and refund of fees paid for services affected by Utilimarc's breach.

Additional Terms

Professional services will be deemed accepted upon delivery to Client. While every attempt will be made to stay within the timeline, unforeseen circumstances, changes in the scope of the engagement, a delay in our receipt of data from third parties, or Client delays in providing information or resources may change the implementation schedule and increase Utilimarc's fees and expenses. For the purposes of this SOW, breaches will be deemed to have at such time as they reasonably should have been discovered by the affected party.

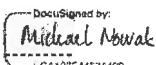
Any indemnity provided by Client, an Oklahoma municipal corporation, is subject to such

limitations as may be provided for or required by Oklahoma law, including the Constitution of the State of Oklahoma. Further, any obligations imposed upon Client under this agreement are expressly limited by and subject to the provisions of the Oklahoma Open Records Act ("ORA"), and Client shall not incur liability to Client for required compliance with the ORA. Any limitations to Utilimarc's indemnity obligations, warranties, responsibility for damages or other liabilities under this SOW do not apply where Utilimarc breaches Article 8 of the PSA.

Neither party may transfer or assign any rights or duties under this SOW without the written consent of the other except that Utilimarc may, in its sole discretion, assign its right to payment under this SOW. Any changes to the Services must be mutually agreed upon by Utilimarc and Client in writing. Any change shall be effective only upon mutual execution of a written change order or amendment hereto, at which time it shall become part hereof. Depending on the scope of such changes, Utilimarc may require that the parties enter into a separate Statement of Work.

Accepted and agreed to be effective as of the SOW Effective Date.

UTILIMARC, LLC:

By: 
DocuSigned by:
Michael Nowak
CA182F44E34199...
 Authorized Signature

Michael Nowak
 Name Typed or Printed

**President &
 Managing
 Member**
 Title

4/14/2025
 Date Signed

Client: Norman, OK

By: 
 Authorized Signature

Shannon Stevenson
 Name Typed or Printed

Assistant City manager
 Title

04/23/2025
 Date Signed

Rev 2/23

Pricing Appendix

Benchmark & Lifecycle/Staffing + EDA
\$15,000 (USD) / year

Schedule A

Service Level Agreement and Support Policy

1 Overview

This Service Level Agreement (SLA) describes the level of service to be provided in the delivery of Utilimarc's software platform ("Platform") services purchased under the SOW to which this document is attached. It also provides Utilimarc's technical support service delivery parameters.

2 Uptime Commitment

Utilimarc will provide access to the Platform on a twenty-four hour, seven days a week (24x7) basis at least 99% of each calendar month, subject to the exclusions listed below.

The Platform uptime metric shall not apply to performance issues caused by the following:

- Overall Internet congestion, slowdown, or unavailability;
- Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks;
- Force majeure events as described in the terms of the Master Services Agreement;
- Actions or inactions of Client (unless undertaken at the express direction of Utilimarc) or third parties beyond the control of Utilimarc;
- A result of Client equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Utilimarc; or
- Scheduled Platform maintenance (updates, maintenance and patches). Utilimarc shall use commercially reasonable efforts to schedule maintenance downtime for the period between the hours of Tuesday 8:00 PM to Wednesday 6:00 AM (U.S. Central Time).

3 Support

Utilimarc will provide the following support to Client:

- Monday – Friday 8:00am – 5:00pm (Central Time) email support at support@utilimarc.com and telephonic support at 1-866-278-6170, both for technical support as well as Defect correction as described below.
- For Priority One Defect [Urgent] Defects only, email support twenty-four (24) hours a day, seven (7) days a week at support@utilimarc.com for Defect correction as described below.

4 Support Requests and Defect Resolution

Definitions.

- a) "Defect" means a Priority One Defect, a Priority Two Defect or a Priority Three Defect as defined below.
- b) "Priority One Defect" [Urgent] means a failure of the Platform to comply with the applicable specifications and documentation that, in the reasonable judgment of Client, renders the Platform inoperable or causes a material adverse impact to Client's business operations.
- c) "Priority Two Defect" [High Priority] means a failure of the Platform to comply with the applicable specifications and documentation in a manner which materially impairs the performance of one or more functions of the Platform, or requires that Client use the Platform in a restricted manner.
- d) "Priority Three Defect" [Regular Priority] means a failure of the Platform to comply with the applicable specifications and documentation that has minimal impact on Client's day-to-day operations but the performance or efficiency of Client's business operations would improve if such non-compliance were corrected.
- e) "Defect Notice" means Client's telephonic, electronic or other written notice of a Defect submitted to Utilimarc, or Utilimarc's detection of such Defect, whichever is earlier.

Each reported Defect will be classified by Client as a Priority One Defect, Priority Two Defect or Priority Three Defect. Utilimarc will respond to Client's request for support as set forth below:

1 Priority One Defect [Urgent]. Utilimarc will initiate diagnostic and remedial measures within one (1) hour of receipt of a Priority One Defect Notice. Utilimarc will work continuously and diligently twenty-four (24) hours a day, seven (7) days a week to provide a work around that is reasonably acceptable to Client.

2 Priority Two Defect [High Priority]. Utilimarc will initiate diagnostic and remedial measures no later than within one (1) hour of receipt of a Priority Two Defect Notice. Utilimarc will use reasonable and continuous efforts to identify solutions to the Defect during normal business hours, and if a work around is provided that is reasonably satisfactory to Client, Utilimarc will provide a fix to the Priority Two Defect no later than fifteen (15) days after the date of the Defect Notice.

3 Priority Three Defect [Regular Priority]. Utilimarc will respond to Priority Three Defects within four (4) business hours of receipt of a Defect Notice. Utilimarc will fix Priority Three Defects within a reasonable timeframe commensurate with the issues but no later than sixty (60) days after the date of the Defect Notice.

5 Recovery Times

In the event of a critical server failure, Utilimarc will respond to Client within an hour of the failure and work to resolve the issue within 24 hours whenever possible.

Utilimarc's committed Recovery Objectives are as follows:

RPO (Recovery Point Objective) - 30 Minutes

RTO (Recovery Time Objective) - 4 Hours

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