

AGREEMENT FOR GENERAL CONSULTING SERVICES

THIS Agreement, made and entered into this _____ day of _____, 20__ (“the Effective Date”), by and between the City of Delray Beach, a Florida Municipal Corporation (hereinafter referred to as “City”), and, Black & Veatch Corporation, located at 11401 Lamar, Overland Park, KS 66211, a Corporation authorized to do business in Florida (hereinafter referred to as “Consultant”), (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. GENERAL REQUIREMENTS

1. The relationship of the Consultant to the City will be that of a contracted Consultant. The Consultant will provide the professional and technical services required under this Agreement in accordance with generally accepted professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
2. It shall be the responsibility of the Consultant to work with the City towards accomplishment of City objectives as set forth in the scope of services, attached hereto and incorporated herein as Exhibit “A”.
3. The Consultant designates _____, as its representative to act as liaison with the City. This representative shall manage and coordinate City projects and is hereby authorized to act on behalf of the Consultant on any related matter with respect to performance of services for the City in accordance with this Agreement. Any change to name another person as Consultant’s representative shall be requested in writing to the City, and must be pre- approved by the City.
4. As specified or as defined in Exhibit A, Consultant shall attend meetings of the City Commission or other City approval Board where the project is

discussed, unless the City otherwise informs Consultant that such attendance and participation is not required. In addition, the Consultant shall attend all additional meetings as may be required to facilitate the project.

II. EFFECTIVE DATE

The term of this Agreement shall be as of the effective date through the final acceptance by the City of the Project as defined in the Scope of Services, unless terminated earlier in accordance with the terms set forth herein.

III. COMPENSATION

The City shall compensate Consultant, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit "B".

IV. MISCELLANEOUS PROVISIONS

A. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the City (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

- i. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
- ii. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and

- d. Completed Operations, including Broad Form Property Damage.
- e. Broad Form Property Damage
- f. Contractual Coverage applicable to this specific Agreement.
- f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

Prior to commencement of services, the Consultant shall provide to the City Certificates of Insurance evidencing the insurance coverages specified above. All policies covered shall be endorsed to provide the City with thirty (30) days' notice of cancellation and/or restriction. The City shall be named as an additional insured as to Consultant's liability on all policies referenced above. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the City a certified copy of the professional liability insurance policy required by paragraph 4 above for the City's review at the Consultant's place of business. Upon request, the Consultant shall provide copies of all other insurance policies.

If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the City with thirty (30) days' notice of cancellation and/or restriction.

The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis.

B. Inspector General:

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

C. Public Records:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM.

Consultant shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Consultant does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

D. Assignment:

Consultant shall not assign, transfer, hypothecate, or otherwise dispose of this Agreement, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the Agreement.

E. Confidential Information:

During all times that the Consultant is employed on behalf of the City and at all times subsequent to the date of this contract, all discussions between the City and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the City not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the

Consultant and shall not be revealed to other persons without the express written permission of the City, unless mandated by order of the court.

F. Sub consultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the City.

G. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

For Consultant:
Black & Veatch, Corporation
8461 Lake Worth Rd, suite 177
Lake Worth, FL 33467
Attn: Isabel C. Botero, Project Manager

For City of Delray Beach:
City of Delray Beach, Florida
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With a copy to:
City Attorney's Office
200 NW 1st Avenue
Delray Beach, FL 33444
Attn: R. Max Lohman, Esq.

H. Attachments:

The Scope of Services and Compensation Schedule are hereby incorporated within and made an integral part of this Agreement.

I. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

J. Termination:

i. Termination for Convenience

The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Consultant. Upon receipt of such notice, Consultant shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by Consultant prior to the date of the notice of termination. The City shall be the sole judge of “reasonable costs.”

ii. Termination for Default

The City reserves the right to terminate this contract, in part or in whole, in the event Consultant fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which Consultant must cure any such failure to perform or default. If the Consultant fails to cure the default within the time specified, the City may then terminate the Agreement by providing written notice to Consultant. The City further reserves the right to suspend or debar Consultant in accordance with the appropriate City ordinances, resolutions, and/or policies. Consultant will be notified by letter of the City’s intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest.

K. Indemnification:

Consultant shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by Consultant or its employees, agents, servants, partners, principals, or subcontractors. Consultant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. Consultant expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless, and

defend the City or its officers, employees, agents, and instrumentalities as herein provided.

L. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the City Of Delray Beach as amended from time to time.

M. Governing Law and Venue:

This Agreement and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

N. Attorney's Fees:

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

O. Extent of Agreement:

This Agreement represents the entire integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or Agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any way.

P. Fiscal Funding Out:

The City's obligation pursuant to this Agreement is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds shall result in automatic termination of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Shelly Petrolia, Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney



CONSULTANT

By: _____
Rafael E. Frias III, PE
Printed Name
Associate Vice President
Title

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of May, 2018, by Rafael E. Frias III, PE., as Associate Vice President (name of officer or agent, title of officer or agent), of Black & Veatch Corporation (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me ~~or has produced~~ N/A (type of identification) as identification



Kevin Cevallos _____
Notary Public – State of Florida



EXHIBIT A

SCOPE OF SERVICES

May 29, 2018

City of Delray Beach
150 NW 1st Avenue
Delray Beach, FL 33444

Attention: Don Marese, IT Project Manager
Subject: Cartegraph to Cityworks System Migration/Implementation for Utilities

Thank you for the opportunity to present this scope of work (SOW) to support the City of Delray Beach Utilities Department (Department) with the migration from Cartegraph Navigator to Cityworks AMS in support of its asset management efforts. The SOW presented below comprises the fundamental tasks that should be performed for the successful migration from Cartegraph to Cityworks within the time-frame identified by Department staff.

SCOPE OF WORK

The SOW provides the detailed tasks necessary to install Cityworks Server AMS and migrate the identified legacy work history data from the current Cartegraph environment to Cityworks Server AMS for the Department. Each task is described, in detail, along with the specific deliverables, Department responsibilities, and assumptions utilized to develop the associated level of effort necessary to complete each task.

Task 100 – Project Kickoff and Project Controls

Subtask 101 – Project Kickoff meeting

Black & Veatch will conduct a project initiation meeting with the Department to discuss project requirements, review pertinent available data, review project staffing and organization, and develop a project schedule and milestones that include both Black & Veatch and anticipated Department resource requirements. Black & Veatch will prepare minutes of meeting and distribute to meeting attendees.

Subtask 102 – Project Controls

This subtask will encompass efforts required for schedule control, project execution, trend management, coordination support, and other requirements needed to complete the tasks described in the SOW.

Black & Veatch understands the need for effective and punctual communication throughout this project. As part of the project kickoff, a communications plan will be created to define points of contact and protocols for communications including mutually agreed response times, communication formats, and management of project risks.

Task 200 – Planning

Subtask 201 – Existing System Review & Migration Planning

Black & Veatch will begin planning for the migration of Cartegraph to Cityworks by reviewing existing work management data and GIS environment. To begin the review process, Black & Veatch will remotely review the existing Cartegraph and GIS databases to understand the existing environment. The system assessment will focus on:

- Cartegraph Data
 - Activity Types: Work Orders, Requests, Inspections
 - Configuration Data to Migrate (Employees, Materials, etc.)
 - Data Quality
 - Asset Registry
- GIS System
 - Geodatabase Design
 - Data Quality
 - System Architecture
 - Linking to Work History

With a baseline understanding of existing environments, a planning workshop will be held with Department staff to review initial findings and discuss options for the deployment of Cityworks. These options may include the volume or type of work history to be migrated, if any; confirmation of existing inquiry and work requests; and potentially the mapping of up to 3 key business processes. Mapping of business processes is largely intended to occur in Phase 2, but if enough historic data is excluded from Cartegraph data migration, then Black & Veatch can use the resources planned for data migration to map and configure Cityworks against specific business process workflows. Black & Veatch will take the information gathered during the review and create a system review and recommendations document that will provide the results of the review for the existing system and tasks required to facilitate the migration from to Cityworks. Tasks defined may include:

- Updates to configuration data (employees, materials, etc.)
- Updates to geodatabase schema to best work with Cityworks
- Historic data cleanup to prep for migration
- Updates to select business processes, if additional resources are available from data migration.

Deliverables

- System Review & Migration Planning Workshop
- Cartegraph to Cityworks Migration System Review and Recommendations Document

Department Responsibilities

- Provide Cartegraph and GIS Databases at project initiation
- Schedule with staff, provide facilities for migration planning workshop

Assumptions

- The Department will be responsible for completing recommended tasks with support provided as needed by Black & Veatch

Subtask 202 – System Migration Plan

To migrate data from Cartegraph to Cityworks, the Black & Veatch team will create a System Migration Plan that will detail the data to be migrated and the methodology used for data migration. In addition to

defining data being migrated out of Cartegraph, the plan will define Cityworks configuration details needed to setup the new system. The migration plan will include:

- Data Sources and Destinations
- Table and Field Mappings for Cartegraph to Cityworks
 - Configuration Data
 - Work Orders
 - Service Requests
 - Inspections
- Asset Data from Cartegraph to GIS
 - Attaching Work History to GIS
 - Mapping Premises to Assets
 - Asset Details Stored in Cartegraph Missing in GIS (New Records and Attribute Updates)
- Data Migration Methodology
 - Scripting/Loading
- Cityworks Configuration
 - Domains, Groups, & Security
 - GIS Services
 - Preferences & Emailing
 - Emailing
- Deployment Plan

Much of the content for the migration plan will be developed by expanding on information from the system review and recommendations document. A System Migration & Configuration Workshop will be conducted to review/confirm historic data migration mapping and to work with the Department to finalize Cityworks configuration options required for system setup. Configuration data (employees, materials, equipment...) taken from Cartegraph will act as a baseline for configuration planning. The Department will have the ability to provide updated configuration data to incorporate into the plan.

Deliverables

- System Migration & Configuration Workshop
- Cartegraph to Cityworks System Migration Plan

Department Responsibilities

- Review data migration field/table mappings prior to workshop
- Schedule with staff, provide facilities for workshop
- Provide approval of Cartegraph to Cityworks Migration System Migration Plan prior to migration activities

Assumptions

- There may be data from Cartegraph that cannot be migrated to Cityworks. In these cases, no customizations will be made to Cityworks to store this data
- Treatment plant migration will be one for one with existing work order types for Phase 1. Preventive Maintenance schedules, tasks, and activities will not be created as part of Phase 1.

Task 300 – Implementation

Subtask 301 – Cityworks Installation

During this task, a Cityworks Test/Train and a Cityworks Production environment will be installed in a local environment. Once all components are installed and licensed, the Department Cityworks administrator will be able to login to each environment and validate connectivity. Once installed and validated, Black & Veatch will work with Department staff to verify that the Cityworks installations are able to communicate with the Department’s ArcGIS mapping environment.

Deliverables

- Installed Cityworks Test/Train Environment
- Installed Cityworks Production Environment

Department Responsibilities

- Provide access to application/database server environments where Cityworks will be installed
- Validate connectivity to Cityworks environments
- Provide access to Departmental Esri map services
- Acquire all necessary Cityworks licensing prior to installation

Assumptions

- Department map services will be made accessible to the Cityworks environment
- Black & Veatch will be named as an authorized user with appropriate permissions to the Cityworks environments
- Cityworks licensing will include appropriate licenses for mobile options to be implemented and deployed

Subtask 302 – Cityworks Configuration

Based in the information defined in the System Migration Plan, Black & Veatch technical staff will fully configure the Cityworks system. Configuration must occur prior to developing any data migration scripts to ensure that correct template IDs are used to map to the production configuration. High level configuration items include but are not limited to:

- Activity Templates: Work Orders, Service Requests, Inspections
- Resources: Employees, Materials, Equipment, Crews, Contractors
- Site Setup: Inboxes, Design/Navigation, GIS Services & Assets, Permissions
- Preferences: Emailing, Statuses, Priorities, and Other Pick Lists

Once configured, the Department Cityworks administrator(s) can login to confirm the configuration is completed per the plan.

Deliverables

- Configured Cityworks Environment

Department Responsibilities

- Validate Cityworks configuration

Assumptions

- Cityworks configuration will be primarily focused on a direct migration from Cartegraph with no business process improvements being implemented unless agreed upon in task 201
- Remote access to the Departments Cityworks environments will be provided to Black & Veatch to facilitate remote

Subtask 303 – Data Migration

With the configuration complete, Black & Veatch staff can use the production configuration data/IDs to develop/finalize data migration scripts as defined in the system migration plan. Once the scripts are ready, a test data migration will be performed in the Cityworks Test/Train environment. Once the data has been loaded and verified by Black & Veatch, Department staff can login to the system and review the migrated data.

After Department staff has reviewed the test migration, it will have the opportunity to provide feedback during a Test Data Migration Review Workshop. Using feedback gathered during the workshop, data migration scripts will be updated as needed to adjust for Departmental feedback. Once scripts have been updated, a second test data migration will be performed in the Test/Train environment. Department staff will review the migrated data to confirm changes we made as requested. Minor feedback during this test will be incorporated into final scripts.

Once the migrated data has been verified by the Department, scripts will be finalized. Following the deployment plan contained in the System Migration plan, a final copy of the Cartegraph data will be used to create a production set of migration scripts. These scripts will be run in the Cityworks Production environment just prior to system go-live.

Deliverables

- Test Data Migration Load in Test/Train Environment – Round 1
- Test Data Migration Load in Test/Train Environment – Round 2
- Final Data Migration Load in Production Environment
- Final Data Loading Scripts

Department Responsibilities

- Review and provide feedback for test data migration (Rounds 1 & 2)
- Validate and provide approval for data migration after final test update

Assumptions

- Test data loading will only be performed a total of two (2) times

Task 400 – Deployment

Subtask 401 – Training

Just prior to system go-live, both system administrator and up to 40 end-users will be given instructor-led hands-on training with the Department's Cityworks environment. System administrators will be provided with training that should allow them to manage the Cityworks system after the completion deployment of the new system. End-user training will be role-based to allow users to be trained only on specific Cityworks functionality that each user will encounter daily. Each user will be provided with brief cheat sheets for commonly used Cityworks functions that can be easily referenced after training.

CLASS NAME	ANTICIPATED USER TYPES	ANTICIPATED USERS PER SESSION	DURATION
Cityworks System Administration	System Administrators	2-3	2 Days
Introduction to Cityworks - Inbox - Mapping	All Users	up to 10	2 Hours per class
Service Requests - Creating - Updating - Searching	Supervisors, Superintendents, Management, Office Staff	up to 10	2 Hours per class
Work Orders & Inspections - Creating - Updating - Searching	Supervisors, Superintendents, Management, Office Staff, Crew Leads, Field Staff	up to 10	4 Hours per class
Storeroom	Warehouse Managers & Warehouse Staff	4-6	4 Hours per class

Deliverables

- On-Site Cityworks Administrator Training – 2 Days
- On-Site End-User Training – 8 Days
- Cheat Sheet Documentation – Hard Copy and Digital

Department Responsibilities

- Provide training facilities and all necessary hardware for training sessions
- Coordinate with Department staff to attend training

Assumptions

- In addition to training cheat sheets, standard Cityworks training materials will be provided in electronic format

Subtask 402 – Go Live

When end-users begin to use Cityworks as part of their daily activities, Black & Veatch will provide on-site go-live support to respond quickly to any issues that may arise. Initial go-live of a new system can be stressful and can tax an organization's normal support infrastructure. Augmenting City staff with Black & Veatch experts during initial system cutover will help with Department staff adapting to the new system and minimizing any drop in efficiency. By embedding support staff in the field with users any issues can be more quickly identified, verified, and addressed.

In addition to providing on-site support, Black & Veatch will provide ongoing remote support for any issues that may arise. Ongoing support will be initiated by a Department Cityworks administrator as needed. The flow of support through the administrator(s) provides valuable experience and creates opportunities for Black & Veatch staff to coach these the administrator(s) through various support scenarios.

Deliverables

- On-Site Go-Live Support – 2 Staff for 2 Days, or 1 Staff for 4 Days
- Ongoing Remote Support – Up to 40 Hours

Department Responsibilities

- Department Cityworks Administrator(s) will initiate ongoing support requests

Assumptions

- None

Task 500 – Phase 2 Planning

Subtask 501 – Business Process Improvement Planning

Typically, during a system implementation, Black & Veatch will review an organization's business processes related to the use of the new system. The review and documentation of these processes provides an understanding of how work is performed within the Department and process improvements are made where appropriate. With the knowledge of how work is performed, Cityworks configurations are designed to support business processes to make transitioning to a new system less impactful for users.

During this planning task, Black & Veatch will work with the Department to identify business processes within the organization that would benefit from a process review and modification effort. Recommendations for business process reviews will be documented in a Business Process Improvement Planning Memo.

Deliverables

- Business Process Improvement Planning Memo

Department Responsibilities

- Provide input on existing business processes that may need improvement

Assumptions

- None

Subtask 502 – Integration Planning

The Department has identified a need to integrate Cityworks with other City systems. Black & Veatch will work with Department staff to determine which systems will integrate with Cityworks. Cityworks integration planning workshops will be held to define high-level integration requirements for each system. These requirements will be documented in a Cityworks Integration Plan document. In addition to high-level requirements, integration process, estimated time-frames, and budgets will be provided for each system as part of the plan. It is understood that the following systems are being considered for integrations to Cityworks:

- GovQA
- Tyler New World

There may be other integrations that the City would also like to consider. Common integrations with Cityworks include SCADA and CCTV amongst others. While these are not currently under consideration Black & Veatch will work with Department staff to determine other systems to include in the plan.

Deliverables

- Cityworks Integration Planning Workshop

- Cityworks Integration Plan Document

Department Responsibilities

- Provide meeting spaces and coordinate staff for workshops

Assumptions

- No system integration development will occur during this task

Task 503 – Cityworks Expansion Planning

Once the system migration has taken place, Black & Veatch will work with City staff to determine if there are opportunities for other City departments to use Cityworks to support their business needs. A series of meetings will be setup with City departments to discuss the departmental needs and potential to use Cityworks as a solution. With information gathered during the meetings, Black & Veatch will create a Cityworks Expansion Planning memo that provides a high-level plan for implementing Cityworks for other City departments.

Deliverables

- Cityworks Expansion Planning Workshops – up to 2 days total
- Cityworks Expansion Planning Memo

Department Responsibilities

- Provide meeting spaces and coordinate staff for workshops

Assumptions

- Detailed budgets will be prepared after completion of the Phase 2 planning workshops and requirements are further understood. For budget planning purposed the following ranges are likely to be encountered for Phase 2 activities:
 - Task 501 – Business Process Mapping (and user interface configurations) - \$50,000 - \$100,000
 - Task 502 – Integration Design - \$20,000 - \$75,000
 - Task 503 – Cityworks Expansion - \$50,000 - \$150,000 depending on the number of departments, data quality and number of additional users.

PROJECT SCHEDULE

Based on this SOW, we estimate that project execution should not exceed 20 weeks or 5 months (To Be Confirmed) with system go-live occurring in September 2018. We will work closely with the City to minimize project duration as much as practical.

PROJECT COST

Cost of services is included in Exhibit B – Compensation.

EXHIBIT B

COMPENSATION

Consultant (Black & Veatch) will be compensated a lump sum amount of \$257,334.00 for services defined in Exhibit A, Phase 1, Tasks 100 through 500.

The value of services for Phase 2, Cityworks Expansion Implementation, is a maximum not to exceed amount of \$325,000.00.

Consultant will present monthly invoices based on percent complete of each task as follows:

Task	Cost
Task 100: Project Kickoff and Project Controls	\$19,723.00
Task 200: Planning	\$52,415.00
Task 300: Implementation	\$63,756.00
Task 400: Deployment	\$41,800.00
Task 500: Phase 2 Planning/Assessment	\$24,640.00
Phase 1 – Engineering Services Sub-Total	\$202,334.00
1 st Year Cityworks Server AMS Licensing*	\$55,000.00
Sub-Total Software Licensing	\$55,000.00
Phase 2 – Cityworks Expansion Implementation – Not-to-Exceed	\$325,000.00
Phase 2 – Engineering Services Sub-Total	\$325,000.00
TOTAL	\$582,334.00

*Software: Consultant will procure Cityworks Server AMS licensing for the City through this proposal for an amount of \$55,000.00, based on the attached quote. The City will be the named user and all applicable fees, without markup, will be passed through to the City.



Azteca Systems, LLC
 11075 South State Street, Suite 24
 Sandy, UT 84070
 Corporate Main 801-523-2751
 Corporate Fax 801-523-3734

Pricing Quotation

Quote Number 00002588 Created Date 4/30/2018
 Expiration Date 7/30/2018

Contact Info

Contact Name Don Marese Prepared By Emily Davies
 Company Name City of Delray Beach, FL Email edavies@cityworks.com
 Phone (561) 243-7146
 Email marese@mydelraybeach.com

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
CW.ELAAMPRE.Tier1	ELA - SERVER AMS PREMIUM	Discounted for first year	1.00	\$55,000.00	\$55,000.00
			Total Price	\$55,000.00	
			Grand Total	\$55,000.00	

Support Period Notes and Amounts

Support Notes #1 06/01/2018 - 05/31/2019 Support Amount \$55,000.00 (31% Discount)
 Support Notes #2 06/01/2019 - 05/31/2020 Support Amount \$70,000.00 (12% Discount)
 Support Notes #3 06/01/2020 - 05/31/2021 Support Amount \$80,000.00

Notes

Quote Notes Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
 Office
 Tablet
 Respond
 Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
 Storeroom
 Equipment Checkout
 Contracts
 Cityworks for Excel
 Cityworks Analytics for AMS
 eURL (Enterprise URL)
 Operational Insights
 Workload
 Web Hooks
 Local Government Templates (LGT)
 Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
 Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 50,001 - 100,000 population range

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2018

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.



Azteca Systems, LLC
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

Unless otherwise referenced, this quotation is for the Cityworks software referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.
The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Order Process

The order process is initiated when Azteca Systems receives either a Purchase Order with invoicing instructions or some form of advance payment. Additional documents will be required including, the Cityworks Software License Agreement, Addendums to the software license agreement, and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

To expedite your order, please reference this quotation number.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee, client, licensee, or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Delivery

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement, Maintenance Addendum, and other documents, as required.

Delivery method is by way of download through Azteca Systems, LLC customer support web portal.

Payment Terms

Net thirty (30) days.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

Accepted by:

Title

____/____/____
Date