

CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL CONSULTANT SERVICES AGREEMENT



CMMS PHASE II IMPLEMENTATION OF CITYWORKS CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC WORKS



PROFESSIONAL SERVICES AGREEMENT

**BETWEEN THE CITY OF HOLLYWOOD, FLORIDA
AND
Black & Veatch Corporation**

THIS AGREEMENT is made this _____ day of _____, 2021, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Black & Veatch Corporation, a Florida corporation authorized to do business in the State of Florida ("Consultant").

WITNESSETH:

WHEREAS, on _____, 2021, the City Commission passed and adopted Resolution No. R-2021-_____ which approved and authorized the execution of this Agreement with Consultant.

NOW, THEREFORE, the City and the Consultant, for the considerations herein set forth, agree as follows:

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SCOPE OF SERVICES/TERM

CONSULTANT shall furnish professional consultant services for the integration and implementation of the CMMS Phase II Cityworks Software as more specifically set forth in the Consultant's Proposal, attached as Exhibit "A". The time for the performance of such services is set forth in Article 7 of this Agreement.

The term of this Agreement shall be for a two year period with an option to renew for two additional one year periods.

ARTICLE 1 DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those services defined in Section 2.5
- 1.02 BASIC SERVICES: Those Engineering services defined in Section 2.1.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional engineers, which has entered into this agreement to provide professional services to the City.
- 1.06 DIRECTOR: The Director of the Department of Public Works having the authority and responsibility for management of the Project authorized under this agreement.
- 1.07 INSPECTOR: An employee of the City assigned by the Director to make observations of work performed by the Consultant and any Contractor.
- 1.08 PROJECT: The Engineering Services relating to the CMMS Phase II Implementation of Cityworks system as outlined in the attached Exhibit "A".
- 1.09 PROJECT MANAGER: An employee of the CITY, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the overseeing of the PROJECT and this Agreement.

ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 BASIC SERVICES

- 2.1.1 CONSULTANT shall provide services as more specifically set forth in the attached Exhibit "A" of this Agreement. CONSULTANT may employ such other consultants as may be necessary for the provision of services under this Agreement. All sub-consultants provided under basic services shall be paid by CONSULTANT. CONSULTANT shall submit, for approval by CITY, names of sub-consultants for each professional element of service of the PROJECT. Nothing in the foregoing shall create any contractual relationship between CITY and any sub-consultants

employed by CONSULTANT under the terms of this Agreement. CONSULTANT is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.

- 2.1.2 CONSULTANT shall designate a principal or a staff member within five days after receiving its Authorization to Proceed, or other directive from the CITY, a qualified licensed professional to service as the CONSULTANT's Project Manager (the "Consultant's Project Manager") . So long as the Consultant's Project Manager performs in a manner acceptable to CITY, and remains in CONSULTANT's employ, the Consultant's Project Manager shall remain in charge of all design and other services required under this Agreement, including attending meetings for the PROJECT, unless a substitution mutually acceptable to CONSULTANT and CITY is made. The Consultant's Project Manager shall be authorized and responsible to act on the behalf of CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- 2.1.3 CONSULTANT has represented to the CITY it has expertise in the type of professional services that will be required for this PROJECT. CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the PROJECT or the services to be provided and performed by CONSULTANT. In the event of any conflicts in these requirements, CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- 2.1.4 CONSULTANT shall abide by all regulations imposed by authorities having jurisdiction over the Project.
- 2.1.5 CONSULTANT shall cooperate with other professionals CITY may employ for related work.
- 2.1.6 To the extent required by CITY, CONSULTANT shall consult with authorized employees, agents, and representatives of CITY relative to the development of the PROJECT.
- 2.1.7 Independent of the PROJECT when conducted, review, approval or acceptance of CONSULTANT's work whether by CITY or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT's work.
- 2.1.8 CONSULTANT shall implement and integrate the Cityworks Software ("Cityworks") into the City's system which includes integration with the existing Cityworks program in the Dept. of Public Utilities in accordance with the Exhibit "A" and in accordance with all applicable laws, codes, rules, regulations, ordinances, and standards.
- 2.1.9 CONSULTANT acknowledges that access to the Public Works Facility will be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
- 2.1.10 CONSULTANT shall provide a written monthly progress report regarding to the PROJECT.

2.2 REIMBURSABLES:

Reimbursables are those items authorized by the City in addition to the Basic Services and consist of actual expenditures made by the CONSULTANT and the CONSULTANT'S employees, Subconsultants, and Special Subconsultants in the interest of the PROJECT for the following purposes:

- a) Identifiable transportation expenses in connection with the PROJECT, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office, if the employee is relocated for more than ten consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Days Inn or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the PROJECT MANAGER, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or for the CONSULTANT to deliver services, set forth in this Agreement.
- e) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the City and subject to all budgetary limitations and requirements of Section 2.2 herein.

ARTICLE 3 **SUBCONSULTANTS**

(A) A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task, described under Basic Services in Section 2.1.

(B) All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the CONSULTANT and the Subconsultants, which shall contain provisions that preserve and protect the rights of the CITY and the CONSULTANT under this Agreement.

(C) Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The CONSULTANT acknowledges that Subconsultants are under its direction, control, supervision, retention and/or discharge.

(D) The CONSULTANT proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE
NONE	

The CONSULTANT shall not change any Subconsultant without prior approval by the DIRECTOR, in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR

ARTICLE 4

THE CITY'S RESPONSIBILITIES

4.01 DEPARTMENT'S RESPONSIBILITIES: The Department's responsibilities are as set forth in the attached Exhibit "A".

4.02 PROJECT MANAGEMENT:

- a) The DIRECTOR shall act on behalf of the CITY in all matters pertaining to this Agreement. The DIRECTOR shall approve all invoices for payment to the CONSULTANT.
- b) The Department of Public Works shall act as liaison between the CONSULTANT and CITY. The DIRECTOR shall designate a PROJECT MANAGER from the Department of Public Work's staff to have general responsibility for management of this PROJECT. The PROJECT MANAGER shall meet with the CONSULTANT at periodic intervals throughout the preparation of the PROJECT to assess the progress of the work in accordance with approved schedules. The PROJECT MANAGER shall also examine documents submitted by the CONSULTANT, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the CONSULTANT'S work.
- c) If the City observes or otherwise becomes aware of any fault or defective work in the project or other nonconformance with Exhibits "A", the City shall give prompt notice to the CONSULTANT.

ARTICLE 5
BASIS OF COMPENSATION

5.01 PROFESSIONAL SERVICE FEES:

- A. CITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, an amount not to exceed **\$379,930.00.** The total amount not to exceed is based upon the Project Cost Task breakdown as set forth in Exhibit "A." Payments to the Consultant shall be based upon the not to exceed amount in accordance with the rate schedule attached as Exhibit "B" and paid in accordance with the payment provisions set forth in Article 6 herein. It is understood that the Consultant shall perform all services for the total compensation not to exceed amount. CITY shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the not to exceed amount stipulated in this Agreement.
- 1) Personnel directly engaged on the PROJECT by the CONSULTANT may include engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to the PROJECT.
 - 2) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications and plans, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the project. For all reimbursable services the CONSULTANT will apply the multiplier of one- (1.0) times the amount expended by the CONSULTANT. City authorized reproductions in excess of sets required for this PROJECT will be a Reimbursable Service.

ARTICLE 6
PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during the PROJECT.

CONSULTANT shall invoice CITY based upon the CONSULTANT's rate schedule set forth in Exhibit "B". Each invoice shall be due and payable 45 days after the CITY receives a correct, fully documented invoice, in a form substantially acceptable to the CITY with all appropriate cost substantiations attached. Invoices shall be sent to: **City of Hollywood Department of Public Works, Attn. Peter Bieniek, Director of Public Works, 1600 S. Park Road, Hollywood, FL 33020.** CONSULTANT shall clearly state "Final Invoice" on CONSULTANT's last billing for the services rendered to the CITY. CONSULTANT's submission of a Final Invoice is its certification that all services have been properly performed and all charges and costs have been invoiced to the CITY. This account will be closed upon the CITY's receipt of the Final Invoice. CONSULTANT waives any charges not properly included in the Final Invoice and

CONSULTANT'S acceptance of final payment shall constitute a full waiver of any and all claims, by it against the CITY arising out of this Agreement or otherwise related to this PROJECT, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. The CITY's payment of a Final Invoice shall not constitute evidence of the CITY's acceptance of CONSULTANT's performance of the services or its acceptance of any of CONSULTANT's work for this PROJECT. The CITY's review, approval, acceptance, or payment for any of CONSULTANT's services shall not be construed to: (i) operate as a waiver of any rights the CITY possesses under this Agreement; (ii) waive or release any claim or cause of action arising out of CONSULTANT's performance or nonperformance of this Agreement. CONSULTANT shall be and will always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by CONSULTANT's negligent or wrongful performance or nonperformance of any of the services to be furnished under this Agreement.

6.02 DEDUCTIONS:

No deductions shall be made from CONSULTANT's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

6.03 PROJECT SUSPENSION:

If this PROJECT is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, during the PROJECT, CONSULTANT shall be paid for services rendered which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If this PROJECT is resumed after having been suspended for more than three months, CONSULTANT's further compensation shall be subject to renegotiations.

ARTICLE 7 **GENERAL PROVISIONS**

7.01 INDEMNIFICATION:

CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes. These provisions shall survive the expiration or earlier termination of this Agreement.

7.02 INSURANCE:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain insurance as specified in the schedules shown below. CONSULTANT will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by CONSULTANT. As an alternative, CONSULTANT may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

CONSULTANT will not be permitted to commence work governed by this Agreement until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for CONSULTANT's failure to provide satisfactory evidence.

CONSULTANT shall maintain the required insurance throughout the entire term of this Agreement and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for CONSULTANT's failure to maintain the required insurance.

CONSULTANT shall provide, to the City, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance with endorsements; or
2. Certified copy of the actual insurance policy and endorsement policy.

CITY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to CITY by the insurer.

The acceptance and/or approval of CONSULTANT's insurance shall not be construed as relieving CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation and Professional Liability. In addition, CITY will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY's prepared form entitled "Request for Waiver of Insurance Requirements" and approved by the CITY's Risk Manager.

Any sub-consultant shall supply such similar insurance required of CONSULTANT. Such certificates shall name the CITY, its employees and officials as additional insured on the general liability and auto liability policies.

7.02A Insurance Limits of Liability:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

CONSULTANT shall furnish certificates of insurance to the Risk Manager for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that CONSULTANT has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to CONSULTANT. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30 day prior written notice to and approval by the CITY.

1. Commercial General Liability:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$ 2,000,000 per occurrence/\$4,000,000 aggregate

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 1,000,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$ 500,000.00 per Person
- \$ 1,000,000.00 per Occurrence
- \$ 100,000.00 Property Damage

The City of Hollywood, its employees and officials shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

- \$ 500,000.00 Bodily Injury by Accident
- \$ 500,000.00 Bodily Injury by Disease, policy limits
- \$ 500,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of this Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If CONSULTANT has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor CONSULTANT's status. CONSULTANT may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on CONSULTANT's Excess Insurance Program.

If CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, CONSULTANT may be required to submit updated financial statements from the fund upon request from the CITY.

4. Professional Liability (Errors and Omissions) Insurance:

Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, CONSULTANT shall purchase and maintain, throughout the life of this Agreement and for a period of three years beginning at the time work under this Agreement is completed, Professional Liability Insurance covering CONSULTANT's negligent acts, errors and/or omissions, including design errors of CONSULTANT, for damages resulting from a claim arising out of CONSULTANT's performance of professional services under this Agreement. In the event that any professional liability insurance required under this Agreement is written on a claims-made

basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement.

The minimum limits of liability shall be:

\$ 5,000,000 per Claim / \$ 5,000,000 Aggregate

7.03 TIME FOR PERFORMANCE:

Services to be rendered by CONSULTANT shall commence subsequent to the issuance of an Authorization to Proceed from the CITY for all or any designated portion of the PROJECT and shall be performed and completed 18 months from the date of the Authorization to Proceed with a 90 day close-out timeframe.

Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of the PROJECT will be granted by the CITY should there be a delay on the part of the CITY in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by CONSULTANT for extra compensation.

7.04 TERMINATION OF AGREEMENT:

CITY has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the CITY. CONSULTANT shall be paid in accordance with Section 6.04, provided that said documentation be turned over to CITY within ten business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

CONSULTANT shall have the right to terminate this Agreement, in writing, following breach by the CITY, if breach of contract has not been corrected within 60 days from the date of the CITY's receipt of a statement from CONSULTANT specifying its breach of its duties under this Agreement.

ARTICLE 8 **MISCELLANEOUS**

8.01 CONSULTANT'S ACCOUNT RECORDS:

CITY reserves the right to audit CONSULTANT's accounts for bills submitted based upon the rate schedule and hourly rate during the performance of this Agreement and for five years after final payment under this Agreement. CONSULTANT agrees to furnish copies of any records necessary, in the opinion of the DIRECTOR, to approve any requests for payment by CONSULTANT.

8.02 OWNERSHIP OF DOCUMENTS:

Documents supporting the Public Works Plan, including preliminary drafts of the plan, any plan documents, drawings, specifications, analysis, backup materials are and shall become the property of the CITY whether the PROJECT for which they are made is executed or not.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

To the extent allowed by law, CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this subsection.

8.03 MAINTENANCE OF RECORDS:

CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five year period noted above; provided, however such activity shall be conducted only during normal business hours.

8.04 MODIFICATION OF AGREEMENT: No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

8.05 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the CITY and 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 respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

8.06 SUCCESSORS AND ASSIGNS:

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by CONSULTANT without the written consent of the CITY, acting by and through its City Commission.

CONSULTANT and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

8.07 TRUTH-IN-NEGOTIATION CERTIFICATE:

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for the PROJECT to be compensated under the Lump Sum method, CONSULTANT shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of this Agreement and issuance of the Authorization to Proceed. The original project price and any addition thereto will be adjusted to exclude any significant sums by which the CITY determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within one year following the end of the PROJECT.

8.08 PROHIBITION AGAINST CONTINGENCY FEES: 8

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.09 APPLICABLE LAW AND VENUE OF LITIGATION:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Broward County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the CITY pursuant to Article 8, subsection 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

8.10 CONSULTANT'S STAFF:

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services set forth in this Agreement. CITY may require in writing, that CONSULTANT remove from the services/work any of CONSULTANT's personnel, or any sub-consultants or subcontractors or any personnel of such sub-consultants or subcontractors engaged by CONSULTANT, that CITY

determines to be incompetent, careless or otherwise objectionable. No claims for an increase in the Agreement amount or contract time based on CITY's exercise of this provision will be valid. CONSULTANT shall indemnify and hold CITY harmless from and against any claim by CONSULTANT's personnel, sub-consultant's, subcontractors, or personnel of sub-consultant's or subcontractor's on account of CITY'S use of this provision.

8.11 NOTICES:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

City Manager
2600 Hollywood Blvd., Rm. 421
Hollywood, Florida 33020

With a Copy to: City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

FOR CONSULTANT:

Black & Veatch Consulting Corporation
2855 North University Drive
Suite 210
Coral Springs, FL 33065

8.12 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.13 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the CITY AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

8.14 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

8.15 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the PROJECT , and/or following the completion of the PROJECT , the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

8.16 TIME:

Time is of the essence in this agreement.

8.17 COMPLIANCE WITH LAWS:

CONSULTANT shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

8.18 PUBLIC RECORDS LAW

CONSULTANT acknowledges that Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and CONSULTANT acknowledges its obligations to comply with said requirements with regard to public records and shall:

- a) Keep and maintain public records required by CITY to perform the services required under this Agreement;
- b) Upon request from the City's custodian of public records or his/her designee, provide 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

- c) 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 term of this Agreement and following the completion of this Agreement if CONSULTANT does not transfer the records to the CITY ; and
- d) Upon completion of this Agreement, CONSULTANT shall transfer, at no cost, to the CITY, all public records in possession of CONSULTANT or keep or maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, 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 this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon the request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by the undersigned and the said CONSULTANT has caused this Agreement to be executed by the undersigned and the seal of the CONSULTANT set hereto on this day and year first above written.

[THIS SPACE IS LEFT INTENTIONALLY BLANK]

THE CITY OF HOLLYWOOD, FLORIDA

THE CITY OF HOLLYWOOD, a municipal
Corporation of the State of Florida

ATTEST:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

Approved By:

Douglas R. Gonzales, City Attorney

Melissa Cruz, Director of Financial Services

BLACK AND VEATCH CORPORATION

ATTEST:

Secretary

By _____
Signature

Title: _____

EXHIBIT “A” SCOPE OF SERVICES/CONSULTANT’S PROPOSAL

The Scope of Services presented below comprises the fundamental tasks discussed with Department staff that should be performed for the implementation of Cityworks within the Department that sits on the system architecture designed in Phase I for the Utilities Department and, this project expands the implementation for the City’s Department of Public Works users.

PROJECT BACKGROUND

Phase II of the CMMS implementation includes the installation and configuration of Cityworks for the Public Works Department, integration of Oracle code enforcement, and migration of AssetWorks for vehicle maintenance to Cityworks. This effort is based on the Phase I existing core installation of Cityworks for the Utilities Department and Phase II is expanding that implementation to allow Citywide usage Cityworks as other City Departments may choose to implement the AMS. It also includes migration of work management data from the Opra and AssetWorks CMMS platforms onto Cityworks. Based on interviews performed during Phase I and onsite meetings with Public Works staff in March of 2020 and throughout the summer of 2020 the following work management solutions are known to be in use for Public Works.

Public Works Group	Existing Software	Migrate to Cityworks	Notes
Code Compliance	OPRA, BCLA	OPRA – Yes BCLA – No	OPRA data to be migrated to Cityworks BCLA is being migrated to Oracle
Streets Maintenance	OPRA	OPRA – Yes	

ROW Maintenance	OPRA	OPRA – Yes	
Urban Forestry	OPRA	OPRA – Yes	
Building Maintenance	OPRA	OPRA – Yes	
Fleet Maintenance	Asset Works	AssetWorks - Yes	Added to December 2020 Scope Revision
Administration			
Citywide	Accela – HelpMeHollywood		Migrate to Rock Solid (under separate contract)

SCOPE OF WORK

The following SOW provides the detailed tasks necessary to implement Cityworks Server Asset Management System for the Department of Public Works. Each task is described in detail along with the specific deliverables, Department responsibilities, and assumptions utilized to develop the associated level of effort. Black & Veatch are Authorized Implementation Business Partners with Cityworks and will lead all phases of the implementation. Long-term support would be provided under a separate agreement. Software maintenance fees are paid to the software vendors by the City, not CONSULTANT, and provide for applicable annual software licensing/subscription renewal and access to vendor technical support per the terms of each software providers licensing agreement.

Task 100: Discovery & Configuration

Systems Review

Subtask 101: Review of key systems including GIS and OPRA systems is required to determine data migration suitability, data mapping, and potential 3rd party product integration requirements. OPRA will be reviewed to determine data quality, data suitability, work history, and applicability to migrate data from the system into Cityworks and/or the GIS. GIS will be reviewed to identify public works feature classes, data completeness and suitability for expansion of the GIS database to accommodate data from OPRA, AssetWorks and other required asset data that may not be in the current GIS. A Discovery Phase Technical Memorandum (TM) describing the key findings, identified risks, and high-level migration strategy will be provided to City staff for review, comment and approval. Key aspects of the technical memorandum will include:

- Identifying data that will go into the GIS (physical asset data) and data that may be migrated into Cityworks (work history, inspection, and/or service request data);
- Identifying existing systems integration that may be present with OPRA and if that integration will need to persist within Cityworks
- Identifying other integrations such as integration with the Oracle ERP.
- Identify integration with FuelFocus/F5 fuel management system by AssetWorks.

Technical Architecture

The Public Works implementation will be built upon the Phase I Cityworks deployment created for the Department of Public Utilities. It is anticipated that Public Works will expand as an additional Cityworks domain(s) within the existing Cityworks database. This will be confirmed during the Discovery phase and documented in the TM or determined if additional Cityworks databases will be required for Public Works.

Asset Hierarchy

Subtask 102: For the Public Works & facilities asset data, CONSULTANT will provide a list of assets and necessary attributes for the Department to develop within the GIS. In parallel with Subtask 101, CONSULTANT will review the existing OPRA database to determine the necessary assets that the City may need to be created in the GIS. Utilizing the OPRA data as the template for the facilities asset hierarchies, CONSULTANT will document the required GIS feature, object and relationship classes for the Department to develop within the GIS. CONSULTANT will coordinate with City staff during the GIS, OPRA, and AssetWorks data evaluation to provide the Department's GIS personnel with the information needed for the Department to build and design the geodatabase. CONSULTANT can provide ad-hoc support to City staff during development of the asset data structure and geodatabase

at the request of the Department, as supplemental services to this Agreement. It is assumed that the assets in the OPRA database are current and the hierarchy are suitable to be reimplemented within the geodatabase.

WORKFLOW

Subtask 103: during the Discovery phase, up to three days of business process design workshops with Public Works and City IT staff will be conducted. CONSULTANT will use pre-existing Public Works focused workflows to develop to-be business processes for the street maintenance, urban forestry, ROW maintenance, and building maintenance groups. Key business processes associated with service requests, work order creation, assignment, completion, review will be documented. Additionally, up to 12 inspections from pre-existing procedures will be converted to Cityworks as part of the total implementation. Up to six (6) new workflows for fleet management will be created based on 'to-be' expectations.

SYSTEM CONFIGURATION

Subtask 104: Specific to the Cityworks configuration, CONSULTANT will follow an iterative configuration process, similar to the Phase I deployment, that is based on analyzing and identifying a subset of requirements, configuring the system to support that subset of requirements, reviewing with Department staff in a workshop setting, adjusting the configuration based on feedback from the workshop, and then repeating the process again up to a total of seven (7) iterations for the Public Works implementation that includes two (2) iterations for fleet management, one (1) iteration for street maintenance, one (1) iteration for ROW maintenance, urban forestry, and code compliance, and one (1) iteration for building maintenance, and one (1) final combined iteration to address minor clean up configuration items from each Public Works group. This iterative process allows for frequent user participation and feedback resulting in incremental changes during configuration preventing misunderstandings in how the system will function and be configured for the Department. It is expected that the OPRA and AssetWorks data and workflows will be replicated, as best they can, within Cityworks. This configuration can also include deployment of an internal Service Request portal that will allow any City employee who has access to the City intranet site to enter a Cityworks Service Request for building maintenance or configuration of RockSolid to allow internal service requests. CONSULTANT will work with City define and configure the most appropriate method for internal service requests.

Each iteration will involve on-site time to review and analyze processes followed by off-site activities to configure the reviewed processes. It is expected that core maintenance business processes have documentation (or use the CONSULTANT provide Public Works workflows) to serve as the foundation for review and analysis. The configuration will then be reviewed with staff via an on-site workshop whereby staff feedback will then be coordinated into the configuration based on that review. Configuration review will not occur before Task 202: Test Data Migration has been successfully performed.

REPORTING

Subtask 105: during the Discovery phase, one-half day will be spent with each group to define reporting and performance measures with Public Works. Up to four dashboards that may include Cityworks Inbox, ArcGIS Online, or PowerBi dashboards will be created along with three custom reports for each group that will be made available using Crystal reports or MS SQL Server Reporting Services SSRS).

CONSULTANT will facilitate a series of workshops during the latter stages of the system configuration task to identify dashboard and KPI requirements. These will be documented and prioritized in a

Dashboard and KPIs Requirements document. To facilitate development of the critical dashboards and indicators, CONSULTANT has allocated 80 hours of custom dashboard and KPI development support for this task during implementation.

Task 100 Deliverables

- ☐ Discovery Phase Technical Memorandum (TM) identifying recommendations to existing and/or new GIS feature/object classes to support Cityworks implementation based on CONSULTANT's review of the Department's GIS geodatabase and OPRA database.
- ☐ Five (5) total days of onsite workshops to develop to-be business processes based on BV provided business process templates. Approximately one-half (½) of onsite requirements and process analysis per group and two (2) days for creation of new fleet management business processes.
- ☐ Twelve (12) total custom inspections from pre-existing inspections and four (4) custom inspections related to fleet management.
- ☐ Seven (7) total configuration iterations of system configuration cycles that include the following:
 - Two (2) iterations for fleet management and one (1) day of onsite configuration review with each iteration.
 - One (1) iteration for street maintenance and one (1) day of onsite configuration review
 - One (1) iteration for ROW maintenance, urban forestry, and code compliance and one (1) day of onsite configuration review
 - One (1) iteration for building maintenance and one (1) day of onsite configuration review
 - One (1) combined iteration for all Public Works groups and one (1) day of onsite configuration review
 - Implementation of a intranet based Service Request portal using the Cityworks SR API to allow non-Cityworks users to make facilities and other related service requests.
 - Implementation of Metrics API or similar web service/webhook to allow FuelFocus fuel management system integration.
 - Completed adjustments to configuration based on results of review workshop
- ☐ Eighty (80) hours dedicated custom report development including reports and dashboards.
 - five (5) dashboards, approximately 1 per group
 - Three (3) custom reports per group
 - Four (4) total days onsite, approximately one-half (1/2) day per group, to define reporting and dashboard requirements.

Department Responsibilities

- ☐ Identify core project team to be engaged in configuration decisions for the project. Core team should include representation from all operational groups (e.g. Public Works – Street Maintenance, ROW Maintenance, Urban Forestry, Facilities Maintenance, Fleet Management) that will utilize Cityworks.
- ☐ Provide access to or export of existing Public Works-related GIS data.
- ☐ Provide access wutg appropriate permissions to Opra database
- ☐ Provide access with appropriate permissions to AssetWorks database
- ☐ Review and provide feedback on Discovery Recommendations TM.

- ☐ Implementation of recommended GIS changes/additions to support Cityworks implementation as identified in Discovery Recommendations TM.
- ☐ Creation of necessary assets and attributes in GIS for facilities, fleet, and linear facilities identified in the GIS Review and Recommendations TM.
- ☐ Schedule with staff, provide facilities for and participate in requirements and process analysis efforts.
- ☐ Schedule with staff, provide facilities for, and participate in configuration review workshops.
- ☐ Schedule with staff and provide facilities for reporting and dashboard requirements workshops
- ☐ Review and provide feedback on draft Reporting and Dashboard Requirements and Design TM

Assumptions

- ☐ Department is purchasing Cityworks through separate contract directly with Azteca Cityworks. Currently licensing is a Departmental site license for Utilities only.
- ☐ Department will use hardware and software installed during Phase I to host the GIS and Cityworks environments.
- ☐ Department will provide necessary remote access (VPN and remote terminal access) to complete necessary Cityworks and GIS configuration activities.
- ☐ Department will procure required hardware (tablets or laptops) to facilitate mobile accessibility.
- ☐ Department will provide existing OPRA and AssetWorks data in relevant database backup format (e.g. SQL Server *.bak or Oracle *.dmp)
- ☐ OPRA and FleetWorks asset data is complete and it's design will be suitable for geodatabase asset hierarchy design. Modifications to the asset hierarchy will be completed by City staff.

Task 200: Data Migration

Subtask 201: OPRA and AssetWorks Data Migration Specification

The Department currently has asset and maintenance history information within a legacy CMMS solution called OPRA and fleet management asset and maintenance history within AssetWorks. In order to preserve this information, it will be migrated to the Cityworks solution. CONSULTANT will review the OPRA and AssetWorks data in concert with the Cityworks configuration and develop a data migration specification (in Microsoft Excel or similarly agreed upon product and format) identifying the source information in OPRA and AssetWorks and the target location in Cityworks with physical asset data target location being the GIS. CONSULTANT will discuss the migration specifications with the Department prior to the testing of the data migration.

Subtask 202: Test Data Migration

Following review and acceptance of the migration specification, CONSULTANT will conduct a test migration of the data into the development/test environment. CONSULTANT will verify the results of the test data migration for applicability for the production data migration. Once migrated, this data will be reviewed by Department staff for acceptance.

The following information has been identified to be migrated to Cityworks from OPRA and AssetWorks:

- ☐ Asset/equipment/vehicle records including nameplate information (make, model, manufacturer, performance standards, etc.). Note that asset data will require migration into the GIS as the common repository for the asset registry.
- ☐ Work order history for currently active assets.
- ☐ Preventive maintenance schedules and association to respective assets.

- ☐ Static, summarized work order cost information where available.

Subtask 203: Production Data Migration

Prior to end-user training and go-live, a data migration will be conducted into the production environment. This migration will be staged in order to migrate a bulk of historical data prior to go-live with a final migration effort immediately prior to switchover to Cityworks solution.

Task 200 Deliverables

- ☐ Draft data migration specification in Microsoft Excel.
- ☐ Final data migration specification in Microsoft Excel.
- ☐ Completed test data migration into development/test environment.
- ☐ Adjustments to data migration procedures resulting from test migration results.
- ☐ Completed production data migration into production environment.

Department Responsibilities

- ☐ Review and provide feedback on draft Data Migration Specification TM
- ☐ Review and provide feedback on test data migration results
- ☐ Update GIS data sets as needed to store additional data attributes to asset data which already exists in the Departments GIS

Assumptions

- ☐ Data migration test is typically scheduled following completion of the second configuration iteration as at this stage the configuration will closely match final configuration.
- ☐ Historical work orders for Public Works related assets in OPRA and AssetWorks have been created associated to an asset and have matching unique identifiers between the asset and the work order.
- ☐ Preventive Maintenance records in OPRA and AssetWorks have correct and current assets, PM schedules, and tasks associated that will be used similarly within Cityworks.
- ☐ Inspections will be migrated and recreated as-is for the allotted number inspections.
- ☐ Retired (no longer active) assets and maintenance history will not be migrated into Cityworks.
- ☐ Asset data migrated from OPRA and AssetWorks to GIS will be completed by CONSULTANT unless matching asset data already exists in the Departments GIS. It will be the Department's responsibility to reconcile and update existing GIS assets with information coming out of OPRA and AssetWorks.
- ☐ Code enforcement data in OPRA will not be migrated.

Task 300: Systems Integration

Subtask 301: Integrations Workshop and Technical Memorandum

In the Phase I deployment several integrations between its CMMS solution (Cityworks) and other key information systems were identified. This effort will build upon the integrations provided there with a goal to allow for more accurate tracking of true maintenance and asset lifecycle costs enabling the Department to make more informed decisions regarding rehabilitation or replacement of assets. In addition, creating integrations between systems will reduce the likelihood of human error resulting from the entering of data multiple times into multiple systems and providing for efficiency improvements. The Department has identified the need for the following integrations to be implemented in parallel with the implementation of Cityworks. Integration responsibilities are outlined below:

☐ **FuelFocus** – Develop integration requirements with Cityworks (Note: FuelFocus is F5 (AssetWorks) to facilitate fuel management system to trigger certain preventive service requests or work orders based on vehicle mileage entered at fuel depots.

CONSULTANT, if necessary, will facilitate an on-site integration design workshop to work with the appropriate Department staff to identify the following:

- ☐ Best source (system) for desired information.
- ☐ Type of integration required (read-only, read/write).
- ☐ Frequency of data updates (real-time, daily, weekly, annually).
- ☐ Available integration methods (extract-transact-load, database level integration, existing application programming interfaces [API's], or web service frameworks).
- ☐ Potential transactions and specific information that will be required for each transaction.

This information will be captured in a Cityworks Systems Integration Technical Memorandum and provided to the Department for review and comment.

Subtask 302: Systems Integration Support

Systems integration support will be provided for the following technologies under this Work Order, as described below:

The HelpMeHollywood citizen engagement platform will be used to integrate service requests for Public Works. CONSULTANT will support the RockSolid implementation team to develop integration with the new RockSolid based HelpMeHollywood application.

Black & Veatch will map data needed to be sent from FuelFocus to Cityworks and will utilize available API's from Cityworks and available API's from FuelFocus to configure the integration. Data mapping will be documented and the configuration will be tested and validated with City staff prior to implementation in a production environment.

Subtask 303: Oracle Code Enforcement Integration

The City desires integration between Cityworks and the Oracle code enforcement application that is currently being implemented. CONSULTANT will develop integration requirements, test plan, implement the integration from the Cityworks side and deploy to production environment with assistance from the City and it's Oracle service provider as needed. Task activities include:

- Requirement Gathering
 - o Develop Detailed Integration Requirements Technical Memorandum (TM) that includes:
 - ☐ Data Sources/Destinations
 - ☐ Field Mapping
 - ☐ Event Triggers
 - ☐ Use Cases and Workflows
 - ☐ Integration Methodology (API...) & Reference Materials (API documentation links)
 - o Develop Test Plan

- Integration Development
 - o Develop in Isolated Environment
 - o Deploy for Testing
 - o Test – with Test Plan (This could be a separate task, but sub-task would be ok)
 - o Update
 - o Test/Verify – with Test
 - o Deploy to Production

Deliverables

- ☐ One (1) day of on-site systems integration workshop to support RockSolid, if required.
- ☐ Draft Cityworks Systems Integration TM, if required.
- ☐ Final Cityworks Systems Integration TM, if required.
- ☐ Draft Cityworks-Oracle Code Enforcement integration TM
- ☐ Final Cityworks-Oracle Code Enforcement integration TM
- ☐ Draft Cityworks-Oracle Code Enforcement integration Test Plan
- ☐ Final Cityworks-Oracle Code Enforcement integration Test Plan
- ☐ Configured Cityworks API and Web Hooks to call Oracle code enforcement
- ☐ Cityworks to Oracle Integration TM
- ☐ Draft Cityworks – FuelFocus Integration TM
- ☐ Final Cityworks – FuelFocus Integration TM
- ☐ Draft Cityworks – FuelFocus Integration Test Plan
- ☐ Final Cityworks – FuelFocus Integration Test Plan
- ☐ Configured Cityworks API/Webhooks to call FuelFocus

Department Responsibilities

- ☐ Schedule with appropriate Department and information technology staff for systems integration workshops.
- ☐ Review and provide feedback on Cityworks Systems Integration TM.
- ☐ Provide access to corresponding development/test instances of respective systems to be integrated with to support integration development.
- ☐ Provide technical support to review, confirm, and troubleshoot integrations during development efforts.
- ☐ Coordinating with and contracting with Oracle vendor.
- ☐ Oracle vendor is responsible for integration from Oracle to Cityworks.
- ☐ Coordinating with and contracting AssetWorks vendor as necessary to facilitate integration, if needed.
- ☐ AssetWorks vendor is responsible for integration from AssetWorks/FuelFocus to Cityworks

Assumptions

- ☐ RockSolid integration with Cityworks uses vendor provided APIs.
- ☐ RockSolid is leading implementation of new HelpmeHollywood application under a separate services contract.
- ☐ All interactions between the 2 systems will be completed with existing APIs. No custom APIs will be developed.
- ☐ B&V is only responsible for development of integration from Cityworks to Oracle.
- ☐ B&V will make necessary Cityworks configuration changes to support integration.
- ☐ City is already licensed for required APIs.
- ☐ B&V will use Cityworks Web Hooks to make API calls to Oracle and AssetWorks/FuelFocus.
- ☐ No Enterprise Service Bus (ESB) will be used as part of the integration. Oracle and Cityworks will interact directly. Webservices will be used for interaction with FuelFocus

Task 400: System Validation

Subtask 401: System Validation

Upon completion of configuration, data migration, and system integration development, CONSULTANT will work with Public Works staff to ensure that Cityworks has been implemented per the configuration, migration, and integration decisions made throughout the project. Prior to the commencement of validation, test scenarios with identified and guidance documents will be prepared identifying the specific scenarios to be validated. Scenarios will include configured modules and the review of historical data migrated into the system. CONSULTANT and City staff will document and agree upon system modifications identified during the validation process and system modifications will be limited to correcting existing functionality. Requests for additional system functionality such as new work flows, new templates (SR, WO, or inspections), new inbox items, or reports/dashboards will be added to an enhancement list for future consideration.

Deliverables

- ☐ System validation scenarios
- ☐ Completion of agreed upon modifications requested from validation testing.

Department Responsibilities

- ☐ Input and review of validation test scenarios.
- ☐ Schedule with staff, provide facilities for, and participate in on-site system validation testing.
- ☐ Written, summarized, and prioritized system validation modification requests.

Assumptions

- ☐ Review and provide feedback on Validation results
- ☐ Schedule with staff and provide facilities for on-site validation testing
- ☐ City staff will validate onsite and BV staff will work remote

Task 500: End-User Training & Go-Live Support

Subtask 501: End-User Training

CONSULTANT will employ a “train-the-trainer” approach for End-User Training. This will involve developing and executing a four (4) day training class covering the following topics. Attendees will then have the knowledge and materials necessary to train department end-users on the necessary functions of the system based on job responsibilities. The anticipated agenda for the “train-the-trainer” approach will be as follows:

☐ Day 1 • Navigating the Cityworks user interface

- Using the map and updating asset information
- Service requests
- Work orders

☐ Day 2 • Work orders (cont.)

- Labor, Materials, Equipment
- Contractors
- Inspections

☐ Day 3 • Preventive Maintenance Schedules

- Cityworks Projects and Project Management
- Reports
- Cityworks Mobile

☐ Day 4

- Inventory management – vendors, parts, requisitions, purchase orders, issues, receipts, audits, store to store transfers
- Cityworks administration – security and provisioning new users, system updates and patches, report development and deployment

Each training class topic will utilize the standard Cityworks training materials provided by the vendor but will be augmented by trainer knowledge specific to the Department’s implementation and workflows. All training will be conducted at the Department’s facilities.

Subtask 502: Go-Live Support

Following completion of training, CONSULTANT will provide 40 hours of go-live support to address the additional support requirements during a system go-live as well as to address any unforeseen configuration changes during initial system use.

Deliverables

- ☐ Four (4) days of on-site “train-the-trainer” training;
- ☐ Forty (40) hours of go-live support by senior Cityworks specialist.

Department Responsibilities

- ☐ Schedule with staff, provide facilities and equipment for all on-site training courses.
- ☐ Review and provide feedback on end-user training curriculum
- ☐ Schedule with staff and provide facilities for up to 5 days of on-site end-user training classes per end-user training curriculum

Assumptions

- ☐ All users will have basic computer literacy (e.g. understanding how to utilize a mouse, keyboard, and web browser) or Department will provide basic computer training staff prior to commencement of Cityworks specific training classes.
- ☐ All go-live coordination related to hardware provisioning and setup (e.g. network user accounts, network connectivity) will be provided by Department personnel.

WORK TO BE PERFORMED BY THE DEPARTMENT

- ☐ Designate a Department project manager to liaison with the CONSULTANT project manager for project coordination.
- ☐ Schedule with staff and participate in on-site project kickoff meeting and business process workshops.
- ☐ Obtain copies of Opra and AssetWorks databases to provide to CONSULTANT.
- ☐ Timely review of deliverables so they can be finalized.
- ☐ Completion of system validation
- ☐ Participation in system training

Project Management

The Consultant will perform ongoing project management during the execution of the project in the form of:

- Regular status meeting (in person or via conference call) once per month and potential more as project gets closer to go live stages,
- Meeting minutes
- Monthly Invoicing
- Tracking of project status, schedule, milestone delivery and budget management

PROJECT SCHEDULE

Based on this SOW, we estimate that project execution should be approximately 12-18 months from the CONSULTANT's receipt of the Notice to Proceed from the CITY. We will work closely with the Department to minimize project duration as much as practical.

PROJECT COST

The level of effort for the described SOW for the Public Works Cityworks implementation is approximately \$379,930.00 as detailed in the table below and as set forth in Article 5 of this Agreement. This amount includes a 4.0% contingency of \$15,000, which may be used upon receiving approval from the City. Monthly invoices will be submitted to the Department based on project progress in accordance with Article 6 of this Agreement.

Task	Cost
Task 100: Discovery & Configuration	\$189,530.00
Task 200: Data Migration	\$63,520.00
Task 300: Systems Integration Requirements	\$56,710.00
Task 400: System Validation	\$19,320.00
Task 500: End-User Training and Go-Live Support	\$35,850.00
Contingency	\$15,000.00
Total Fee	\$379,930.00

Appendix A – Ongoing Cityworks Support

Upon go-live the City may will enter an additional phase of need to provide long-term support. Commonly this can include:

- Assistance with software updates,
- Training (refresher training, new employee, updates to custom training as a reflection of software updates, etc.), and
- Ad hoc requests such as
 - o Configuring new business requirements,
 - o Creating or modifying reports, dashboards, or other business intelligence output
 - o Creating/supporting Service Requests, Work Orders, Inspections
 - o Supporting mobile deployments
- Cityworks and Esri release updates to their software several times per year. Due to the tight level of integration between Cityworks and Esri it is important that both software suites stay current with each other upon go-live.
- Integrations between other software systems used throughout the City and Cityworks may require additional support

Consultant proposes an annual support services for up to \$50,000 annually to provide approved support requests from City staff using the rate schedule and approval process provided below.

1. City makes request for support to CONSULTANT
2. CONSULTANT acknowledges CITY request for support within 8 hours in the form of written email response or collaborative phone/video/etc. conference call.
3. CONSULTANT categorizes request into 1 of 4 categories of:
 - a. Emergency – Requires immediate response/support of 0-4 hours response time to initiate approved work request.
 - b. High – Requires prioritized response/support of 1-5 days response time to initiate approved work request.
 - c. Medium – Requires scheduled response of 5-10 days to initiate approved work request.

d. Low – Requires scheduled response of 10-30 days to initiate approved work request.

4. CONSULTANT submits written definition of work that includes task description, estimated level of effort using approved rates schedule and itemized deliverables to complete task.
5. CITY reviews and provides written approval of work request following same timeframe response times before CONSULTANT can begin working
6. CITY provides remote access to CITY servers including appropriate IT account credentials to CONSULTANT staff to successfully perform work.
7. CITY reviews and provides written approval of work upon completion.
8. Work under the Emergency category can bypass steps 4—7 to help expedite response time.

Rate Schedule:

The annual rate schedule below will be effective and automatically applied at the start of each fiscal year. New roles may be added as needs and technology requirements evolve.

Role	2022	2023	2024	2025
EAM Practice Lead	\$255	\$260	\$265	\$270
Project Manager	\$230	235	240	245
EAM Technical Implementer	\$230	\$235	\$240	\$245
EAM Integration Developer	\$180	\$185	\$190	\$195
Engineering Manager	\$180	\$185	\$190	\$195
EAM/GIS Analyst	\$110	\$120	\$125	\$130

EXHIBIT “B”
CONSULTANT’S RATE SCHEDULE