

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SHI GOVERNMENT SOLUTIONS, INC., FOR SERVICES RELATED TO THE IMPLEMENTATION OF THE CITYWORKS SERVER AMS SOFTWARE IN AN AMOUNT NOT TO EXCEED \$94,329.90, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Agreement between the Town of Addison and SHI Government Solutions, Inc., for services related to the implementation of the Cityworks Server AMS software in an amount not to exceed \$94,329.90, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **12th** day of **NOVEMBER 2019**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A



Implementation of the Cityworks Server AMS Software

STATEMENT OF WORK

5/1/2019

Prepared for

Town Of Addison

Presented By

Colin McMahon

Inside Account Executive, SHI GS

(732)-652-3072

Colin.McMahon@SHI.com



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SHI ESG
Fixed Price Gov't Solutions SOW Template
Revision: 1-16
Nov. 23, 2018

Version 1-0

SHI Government Solutions and Town Of Addison Confidential

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1. EXECUTIVE SUMMARY

Town Of Addison (“Customer”) has engaged SHI Government Solutions (“SHI GS”) to implement the Cityworks Server AMS software.

2. PROJECT MANAGEMENT

A resource will be provided by SHI GS to work with the Customer to see the entire project through to completion. This resource will be the first call for support of any kind at any time during the project. SHI GS project management covers items such as, but not limited to:

- Conducts a kick off meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle.
- Holds regular status meetings with SHI GS’s Consulting team to identify proactively any issues that may arise in order to mitigate risk.
- Holds regular status meetings with the Customer to review project status, open action items, and upcoming tasks.
- Issues regular status reports to the management of all companies involved in the project.
- Facilitates any necessary change orders and administrative tasks as necessary.

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3. SCOPE OF SERVICES OVERVIEW

SHI GS, through its employees or other agents, shall provide to Town Of Addison the Services described as follows:

As an Authorized Business Partner of Azteca Systems, SHI will work to implement Cityworks Server AMS for the Water and Wastewater and Streets and Traffic divisions of the Infrastructure Services Department, Facilities division of the General Services Department and operations for the Parks and Recreation Department.

SHI's implementation process includes the following tasks:

- Series of on-site kick off meetings
- Conduct on-site work flow analysis and software installations
- Configure Cityworks database to include Service Requests, Work Orders and Inspections
- On-site review of configured database and Cityworks software
- Configuration of Employee, Materials and Equipments lists so costs can be associated with work orders.
- On-Site Training and Support
- Continued Support after go-live

**Based on approximately 35 Users

Assumptions

- Customer is responsible for all purchases of the Cityworks software and hardware devices for the users.
- SHI will assist the City with deployment of the Cityworks site, but is not responsible for configuration of hardware or the network required to run the Cityworks AMS software.
- Customer is responsible for all Esri software and the configuration of ArcGIS Server for use with the Cityworks Server AMS software.

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Schedule

All tasks in this scope of work are estimated to go live 6 months from the kick off meeting.

a) Development of GIS Asset Inventory for Traffic and Facility Assets

SHI understands the Town of Addison is working with a third-party contractor to develop an Asset Management Plan for all of the Town's assets. Deliverables of the project include GIS and tabular formats of the Town's assets. SHI staff will work with the Town's GIS staff to import these features into the GIS for Traffic and Facilities.

b) In-House Service Request Page for Facilities

The In-House Service Request Page utilizes the Cityworks Service Request API and allows internal users to request services for Facilities without having to log-in to the Cityworks application. The page allows users to enter the Request Type, Location, Requester Information and Comments. This will generate a Service Request in Cityworks that once created will fall into the normal workflow process in Cityworks for Facilities.

Assumptions

- Customer will include the Service Request API with the purchase of their Cityworks licensing

c) Configuration of Cityworks and GIS for use with the IRIS Asset Management Software

SHI staff will work with both Town and IRIS staff to understand the data that needs to be passed between the Cityworks and GIS databases for use in the IRIS Asset Management software.

SHI will configure work order templates, inspections and the GIS data to accept information needed by the IRIS software.

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Workshops and meetings for the IRIS configuration will be held during the kick off and workflow assessment meetings for the Cityworks implementation.

IRIS personnel will be responsible for retrieving the data from the GIS database and import into the IRIS database. IRIS will be used as the dashboard and main software for the Town's Asset Management, not Cityworks.

Assumptions

- Customer is responsible for purchase and maintenance of the IRIS software.

d) **Crystal Reports Training**

Cityworks software utilizes the Crystal Reports software for generating custom reports. SHI Crystal Training includes how to utilize the Cityworks search engine and out of the box reporting tools and how to generate custom user reports through the Crystal Reports software.

The training class also includes a report package of popular user reports. The package provides the following:

- 3 standard Print templates for Work Orders, Service Requests and Inspections
- 10 commonly used Cityworks report templates such as Work Order Cost Summary and Summary reports for Service Requests, Work Orders and Inspections. Templates are customized to reflect client logos and Cityworks data.

Should the Town choose to not have Crystal Reports Training, the Town has several options:

- SHI Report Services - \$134.02/hour for custom reports. Deliverable will be a .rpt file.
- SHI Print and Report Templates - \$1,546.39 includes the 3 standard print templates and 10 Commonly used reports. Templates can be customized for the City's logo.
- SHI Print Templates - \$515.46 – no modifications.

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Assumptions

- Customer is responsible for the purchase of the required number of licenses of the Crystal Reports software.
- Customer is responsible for the installation of the Crystal Reports software on user machines.

Schedule

Crystal Reports training is generally conducted 3-4 months after the go-live of the Cityworks software.

e) **SHI Unique ID Tool**

Designed to work seamlessly with the GIS database, the SHI Unique ID Tool generates custom, unique IDs for GIS features with the following highlights:

- Allows for multiple ID formats in the same attribute tables; Legacy ID's remain active
- Globally unique IDs across database
- Saves configuration for easy modifications
- Automatically assigns IDs, eliminating user error or duplicate ID's generated through manual ID processes
- Batch ID generation functionality - for use with new or imported datasets

The Town only wants to use the Unique ID tool to generate IDs for new features prior to the go-live of the Cityworks application. Once live, the Town will turn-off the Unique ID tool and the tool will no longer be supported by SHI Staff.

Assumptions

- SHI staff will install and configure the UID tools on the customer's GIS server. Tool will run prior to go-live to populate unique IDs for existing and new features during the implementation process.

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- Customer will allow SHI staff to remove all UID software after go-live of the Cityworks software.

f) Cityworks Storeroom Implementation

SHI will work with warehouse staff to implement the Cityworks Storeroom module for warehouse and material inventory. The implementation process would mimic that of the Server AMS software.

The Storeroom module can be implemented in a separate phase, but due to how the module interacts with the work orders in Cityworks AMS, SHI would recommend implementing both AMS and Storeroom simultaneously.

Assumptions

- Customer will include the Storeroom license with the Cityworks licensing

Schedule

All tasks in this scope of work are estimated to go live 6 months from the kick off meeting

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4. DOCUMENT DELIVERABLES

The following documentation will be delivered in this project. Management of this documentation will be as follows:

1. The SHI GS team will create the document
2. The SHI GS project manager will institute revision control on the document
3. Document will be sent to the Customer for review. Unless agreed upon previously, feedback from the Customer will be required within five business days. If feedback is not received within that timeframe, the document will be considered “accepted” by the Customer
4. Town Of Addison reviews and either approves it, or returns to the SHI GS project manager with changes indicated
5. SHI GS team makes any necessary changes
6. SHI GS project manager delivers final version of document to Town Of Addison. This version, if required, will be used in subsequent steps in the project

1. PROJECT PLANNING

Project plan in Microsoft Project format containing the following information:

- a. Tasks with predecessor relationships
- b. Planned start date
- c. Estimated duration
- d. Estimated amount of work
- e. Task ownership (resources)
- f. Gantt Chart

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5. SUCCESS CRITERIA

The project milestones and success criteria for each milestone are as follows:

<i>Task Completed</i>
Kickoff (33% of Task Totals) <ul style="list-style-type: none">• Implementation Services• GIS Asset Inventory• In-House Request Page• Configuration with IRIS• Storeroom Implementation Unique ID Tool (100% of Tool Fees)
Workflow Assessment (60 % of Task Totals) <ul style="list-style-type: none">• Implementation Services• In-House Request Page• Configuration with IRIS• Storeroom Implementation
Database Review (75% of Task Totals) <ul style="list-style-type: none">• Implementation Services]• In-House Request Page• Configuration with IRIS• Storeroom Implementation GIS Asset Inventory (100% of Task Total)
Go-Live (90% of Task Totals) <ul style="list-style-type: none">• Implementation Services• In-House Request Page• Configuration with IRIS• Storeroom Implementation
Final Implementation Invoice (100% of Task Totals) <ul style="list-style-type: none">• Implementation Services• In-House Request Page• Configuration with IRIS• Storeroom Implementation
Crystal Reports Training <ul style="list-style-type: none">• 100% Billed

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6. PROJECT DURATION

The estimated project duration is 6 months*. SHI GS will work with Town Of Addison to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to Town Of Addison resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

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7. ASSUMPTIONS

The program and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI GS is not responsible for lost data. SHI GS recommends that Town Of Addison perform a full working backup of their network prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Town Of Addison is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed SOW or fourteen (14) business days from the confirmed start date between SHI GS and Town Of Addison; whichever date is later. Should you require more aggressive scheduling, please contact SHI GS to determine availability.
4. SHI GS will not develop applications as a part of this SOW.
5. Town Of Addison will provide the necessary hardware to complete the engagement.
6. SHI GS is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Town Of Addison
7. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
8. Town Of Addison will provide, to the extent necessary, administrative usernames and passwords to meet necessary obligations.
9. Town Of Addison will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Town Of Addison will provide the necessary workspace and network access to provide the above services.
11. Town Of Addison will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Town Of Addison. All wiring, hardware, and software required to perform the above services are in working order.
13. Town Of Addison will provide a technical point of contact during the time of this engagement.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

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8. LOCATIONS

The location/s of services to be provided and billing contact is:

CUSTOMER CONTACT INFORMATION

Company Name: Town of Addison
Street Address: 16801 Westgrove Drive
City, State, Zip Code: Addison, TX 75001
Contact Name: Kingsley Obinna
Contact Phone Number and E-mail address: 972-450-2858 kobinna@addisontx.gov

WORK LOCATION

Street Address: 16801 Westgrove Drive
City, State, Zip Code: Addison, TX 75001

EXHIBIT A

9. CUSTOMER RESPONSIBILITIES

Both Town Of Addison and SHI GS are responsible for the successful execution of this engagement. Town Of Addison agrees to the following assigned responsibilities:

- Prior to the start of this project, Town Of Addison will indicate to SHI GS in writing a person to be the point of contact. All engagement communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Town Of Addison in all aspects of the engagement; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Town Of Addison and SHI GS is made through the SHI GS project manager.
- The Customer Contact will obtain and provide engagement requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI GS engagement personnel have reasonable and safe access to the Engagement site and adequate office space, if required.
- The Customer Contact will help resolve engagement issues and ensure that issues are brought to the attention of the appropriate persons within the Town Of Addison organization, if required.
- Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this engagement ("Technical Contacts"). SHI GS may request that meetings be scheduled with Technical Contacts.
- Town Of Addison will inform SHI GS of any necessary access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Town Of Addison will provide, at no expense to SHI GS: computer hardware, software, and necessary access to the Town Of Addison network as required to complete the work described in this SOW.
- Town Of Addison is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this Engagement.
- Town Of Addison agrees that all related information regarding this engagement will be communicated to SHI GS as expeditiously as possible.

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10. CHANGE CONTROL PROCESS

The “Change Control Process” is that process which shall govern changes to the scope of Services during the life of the SOW. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written “Change Request Form” (attached as Appendix A) will be the instrument for communicating any desired changes to the SOW. The Change Request Form will describe the proposed change; the reason for the change and the effect the change may have on the project. The project manager of the requesting party will submit a written Change Request Form to the project manager for the other parties.

SHI GS and Town Of Addison will review the change request. All parties must sign the approval section of the Change Request Form to authorize the implementation of any change that affects the SOW's scope of services, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

11. SOW REVIEW PROCESS

Upon receipt of a signed SOW and purchase order, planning for the project will commence. A key step in the planning process is the kickoff meeting with SHI GS and Town Of Addison's team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Town Of Addison's team who will be involved with the project to understand the SOW's goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the kickoff meeting will be created based on the meeting discussion and distributed to Town Of Addison. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process would be initiated after the kickoff meeting.

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12. PRICE AND PAYMENT SCHEDULE

SHI GS proposes to deliver the services described here for a fixed price for the fees set forth below:

Program Component	Fee
Implementation of the Cityworks Server AMS Software	\$94,329.90

This price quote is valid for 60 days from 5/1/2019.

Any additional work that is required outside the scope of this SOW shall follow the Change Control Process or initiate a new SOW.

1. PAYMENT SCHEDULE

The following table describes the project milestones. When these are completed and approved by Town Of Addison, SHI GS will invoice the specified amount.

Project Milestones	Fee
Kickoff (33% of Task Totals) <ul style="list-style-type: none">• Implementation Services• GIS Asset Inventory• In-House Request Page• Configuration with IRIS• Storeroom Implementation Unique ID Tool (100% of Tool Fees)	\$30,958.85
Workflow Assessment (60 % of Task Totals) <ul style="list-style-type: none">• Implementation Services• In-House Request Page• Configuration with IRIS Storeroom Implementation	\$23,388.80

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Database Review (75% of Task Totals) <ul style="list-style-type: none">• Implementation Services]• In-House Request Page• Configuration with IRIS• Storeroom Implementation GIS Asset Inventory (100% of Task Total)	\$14,676.94
Go-Live (90% of Task Totals) <ul style="list-style-type: none">• Implementation Services• In-House Request Page• Configuration with IRIS Storeroom Implementation	\$12,578
Final Implementation Invoice (100% of Task Totals) <ul style="list-style-type: none">• Implementation Services• In-House Request Page• Configuration with IRIS Storeroom Implementation	\$9,327.35
Crystal Reports Training 100% Billed	\$3,399.96
Total:	\$94,329.90

2. TRAVEL EXPENSES

No Travel is required.

3. BILLING TERMS

SHI GS will request the approval of Town Of Addison when a milestone (see Payment Schedule above) has been completed. Upon receipt of Town Of Addison's approval, SHI GS will invoice Town Of Addison for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

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The total fee does not include applicable taxes. Invoice(s) will include any applicable taxes due.

13. TERMS & CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of contract Buy Board Cooperative Purchasing agreement, dated 5/15/2018, ("Agreement").

14. SPECIAL DATA SECURITY CONSIDERATIONS

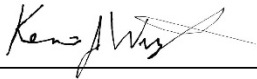
As data security concerns and regulations continue to rise in import such as Health Insurance Portability and Accountability Act ("HIPAA") and Payment Card Industry Data Security Standard ("PCI DSS"), SHI GS wants to ensure the project delivery team maintains that compliance. If the Customer organization utilizes special tools or has procedural requirements that must be observed during this project such as the use of cloud storage or file/email encryption, please advise your SHI GS sales representative and project manager as soon as possible. If required tools are not currently employed by the SHI GS team, the costs of those tools will be a project expense pass-through. Please allow project initialization time for acquisition of these tools.

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15. SOW ACCEPTANCE

The parties, intending to be legally bound, have caused this SOW to be executed by their authorized representatives on the dates set forth below.

Town Of Addison		SHI Government Solutions	
Name		Name	Kevin Wright
Title		Title	Manager, Partner Services
Signature		Signature	
Date		Date	10/03/2019

16. CONFIDENTIAL

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Town Of Addison's organization. If a contract is awarded to SHI GS as a result of or in connection with the submission of this document, Town Of Addison shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Town Of Addison and SHI GS. This restriction does not limit Town Of Addison right to use information contained in this document if it is obtained from another source without restriction.

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17. APPENDIX A – CHANGE REQUEST FORM

CHANGE REQUEST FORM


Project Name:	Implementation of the Cityworks Server AMS Software
Customer Name:	Town Of Addison
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	


CHANGE REQUEST DESCRIPTION	
IMPACT OF CHANGE	
PRICE	
SIGNATURES	

Status: Accepted/Rejected		Reason:	
Town Of Addison Approval:		Date:	
SHI GS Project Manager Approval:		Date:	


EXHIBIT A

Signature Certificate

 Document Reference: NTRK32IC6LF8HYJKUIC9HX



Easy Online Document Signing




Kevin Wright

Party ID: JR5UZLJ2L3VA6HSK5ITDP2

IP Address: 4.15.215.230


VERIFIED EMAIL: kevin_wright@shi.com

Electronic Signature:



Multi-Factor
Digital Fingerprint Checksum

6f6a7cf21c11c0b0b817a611a148e32eaf7df305



Timestamp

2019-10-03 14:14:48 -0700

2019-10-03 14:14:47 -0700

2019-10-03 14:13:08 -0700

2019-10-03 09:04:28 -0700


Audit

All parties have signed document. Signed copies sent to: Kevin Wright and Hannah Sura.

Document signed by Kevin Wright (kevin_wright@shi.com) with drawn signature. - 4.15.215.230

Document viewed by Kevin Wright (kevin_wright@shi.com). - 4.15.215.230

Document created by Hannah Sura (hannah_sura@shi.com). - 24.45.113.128



This signature page provides a record of the online activity executing this contract.

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