

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and NewEdge Services, LLC, a Texas corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City with the implementation of Azteca's Cityworks geographic asset management software for geographic asset management (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of work set forth in the Scope of Services, as applicable.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional

services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Peter H. Vargas,
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 – telephone
214.509.4118 – facsimile

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Professional:

Attn: Laura Carr, GISP
Chief Operating Officer
NewEdge Services, LLC
9191 Kyser Way, Suite 103
Frisco, Texas 75033
469.888.5044 – telephone
469.888.5047 – facsimile
lcarr@newedgeservices.com– email

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will

provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Indemnification.

- (a) CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF PROFESSIONAL IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR

OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSIONS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY).

- (b) WITHOUT LIMITING THE FORGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, PROFESSIONAL HEREBY INDEMNIFIES AND HOLDS HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY AT THE SITE OF ANY EMPLOYEE, CONTRACTOR, OR SUBCONTRACTOR OR PROFESSIONAL OR ANY CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED PARTY OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CITY. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
- (c) PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THESE PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

EXECUTED this 18th day of May, 2017.

NEWEDGE SERVICES, LLC

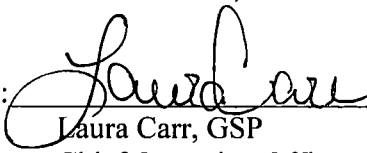
By:  _____
Laura Carr, GSP
Chief Operating Officer

EXHIBIT A SCOPE OF SERVICES

A. GENERAL STATEMENT OF WORK

Professional shall assist the City with initial implementation of Azteca's Cityworks software for geographic asset management for the Streets and Water/Sewer divisions of the City's Public Services Department, as set forth in this Scope of Services.

B. SOFTWARE ACQUISITION

Azteca Systems, Inc. is the recognized leader in Enterprise GIS-centric Computerized Maintenance Management Systems. City has purchased an Enterprise License Agreement (ELA), Essentials level from Azteca Systems Inc. The Essentials level of an ELA includes all parts of Cityworks required for the base implementation requirements: Service Requests, Work Orders, Inspections, Integration with GIS and Reporting.

C. KICK OFF MEETING AND TECHNICAL REVIEW

Within one month of receipt of a notice to proceed from the City, Professional shall schedule and conduct an onsite kick off meeting with relevant City staff. During this meeting, Professional's staff will collect information that will be input into the Cityworks database such as employee lists, materials, etc.

The format of this day-long meeting is broken down into the following sessions:

- I. Introductory Presentation - 1 Hour. Professional staff introduces Cityworks to the City and the plan for the implementation
2. Technical Review - 2 Hours. Conducted with GIS and IT staff, Professional will review hardware and software versions and configurations and perform a GIS Data Review. Professional will discuss in-depth UniqueIDs for GIS features and their importance in Cityworks.
3. Datasource Review- 1 Hour. Professional will review existing sources for work order activity with project manager and supervisors.
4. Materials, Equipment and Labor Review - 2 Hours. Professional will review existing sources for work activity costs - Material, Labor and Equipment. Professional will review the formats needed in Cityworks for this information and provide import spreadsheets for the City to populate. Professional will discuss Labor Rates for employees and how to track in Cityworks.
5. Reporting Requirements. Professional will obtain sample reports from the City, reporting requirements

Deliverables: One day on-site for kick off and technical review meetings.

D. CITYWORKS DATABASE DESIGN AND CONFIGURATION

After completion of the kick off meeting outlined in Section C herein, Professional's implementation team will take the information collected from the kick off and technical review meetings and configure City's Cityworks database. This work will be done in a

test environment at Professional's office. The configured database becomes the production database used by the City. Configuration of the Cityworks database will include, but is not limited to:

1. Service Requests
 - Problem Codes
 - Service Request Templates
 - Submit To / Dispatch To names configured
2. Work Orders
 - Work Activities/ Templates
 - Employee Lists
 - Materials
 - Equipment
3. Inventory Asset-GIS Data
4. Inspections
 - Inspection Types
 - Inspection Schedule
5. Reporting
 - Custom Queries and Inboxes
 - Crystal Reports

This task will be performed for the duration of the project. During reviews and on-site meetings and even into training and on-site support, the Cityworks database will be continuously evolving. Rather than relying on long periods of user testing and user acceptance, Professional relies more on regular reviews with the client.

Deliverables: Test environment configured off-site or on-site if City grants Professional proper VPN access.

E. WORKFLOW ASSESSMENT

Professional will return to the City for an on-site workflow assessment. Professional will review in detail the existing workflows and business processes currently in place at the City. The workflows will be reviewed using the configured Cityworks database as Described in Section D herein. Modifications can be made to the database at this point.

Professional's staff will review current work flow procedures and propose changes or modifications to current processes that align more closely with practices and procedures utilized by the Cityworks AMS system.

During the workflow assessment meetings, Professional will determine the roles and responsibilities of the users accessing the system. The domain, role, and template level security will be established in the test environment.

Based on reporting needs discovered during the Workflow Assessment, Professional will generate 5 custom Crystal Reports templates for the City. Additional reporting needs may be accommodated by Cityworks Reporting tools, Inboxes and Export to Excel or Word.

Deliverables:

One week on-site for assessment meetings.

Business process mapping - detailing the current processes and suggestions for modifications to the current procedures

F. ON-SITE REVIEW OF THE CITYWORKS DATABASE

Professional's staff will be on-site to review the Cityworks Database Configuration with the City staff. Professional's staff will review all aspects of the Cityworks database and will verify the work flow of the requests and work orders is correct. Professional's staff will make configuration changes to the database during the review. All of this work will be performed on Professional's test site.

Deliverables: Two days on site for Cityworks database review

G. INSTALLATION AND CONFIGURATION OF PRODUCTION DATABASE

Professional's staff will be on-site to configure the production Cityworks database. The configured database from Professional's test site will be installed on the City's production servers.

City will instruct Professional as to whether it wants to have its own test environment or utilize the Professional's cloud test environment for training and support prior to go-live.

Professional's staff will also work with GIS staff to ensure that all GIS configurations for the mapping functionality of Cityworks are operational.

Deliverables: Two days on site for software install and configuration

H. CITYWORKS SERVER AMS TRAINING

After completion of the installation and configuration of the production database as outlined in Section G herein, Professional will conduct one week of on-site training of the Cityworks AMS software system. Professional will provide two levels of training - the first level being a classroom type training, where the trainer walks through the functionality of the software and performs live demonstrations, and the second level being on-site support/training, where Professional's staff members will work one on one with the users of the software. City will be responsible for providing a training facility

including computers configured to the correct specifications for the Cityworks software and connectivity to the Cityworks database. The one-week training shall consist of the following:

1. Administrator Training (1 days) - This training is targeted for the "super users" of the system. These users will be responsible for the underlying Cityworks database and on-going maintenance of the system.
2. Designer Training (1 day)-This training is targeted for those users who will maintain the lists, codes, etc. in the Cityworks database. These attendees will manage the employee lists, materials, equipment and modify or add additional permits and permit workflows.
3. User Training (3 days)-This training is designed for the users of the system.
**This training could be extended to a full week depending on the number of users the facilities can accommodate.
4. Crystal Reports Training-Optional (2 Days)-This training course is designed for users that will be creating custom reports in Cityworks.

Deliverables:

One week of training for the Cityworks AMS software Administrator / Designer Training

Optional Crystal Reports Training materials

I. COACHING / ROLLOUT SUPPORT

Once Cityworks is on-line and City staff has completed the training outlined in Section H herein, Professional's staff will remain on-site to assist users as they encounter day to day business transactions using the Cityworks software. Professional sees this as a critical step in the implementation process as it gives our implementers an opportunity to work directly with the users on an individual basis. During this time Professional's staff will discover and correct configuration issues, overcome training lapses and finalize or modify work order procedures.

City will be responsible for setting up the schedule for on-site support. Each user should be dedicated one to two hours of individual support with Professional's staff, depending on their roles and responsibilities with the software.

Deliverables: One week on-site support

J. MAINTENANCE.

Professional shall continue to-provide off-site phone and WebEx support after the training and roll-out services provided in Sections H and I herein are complete.

Professional will be available between the hours of 7:30 to 5:30 Monday through Thursday and from 7:30 to 11:30 on Fridays during its official-office hours. City's maintenance agreement includes 24 hour support from Azteca personnel.

All warranty and maintenance agreements of the Cityworks software are exclusive between the City of Richardson and Azteca Inc. All software version upgrades, patches, etc. are available through the mycityworks.com website at no additional charge to the City. Professional, during the first year, will assist the City with the installation of these items.

K. COMPENSATION AND PAYMENT SCHEDULE

In exchange for the services provided by Professional under this Agreement, City shall pay Professional a total amount not to exceed Fifty-one Thousand Five Hundred Dollars (\$51,500.00), which includes \$46,500.00 for Cityworks Server AMS Implementation for the City's Streets, Water, and Sewer divisions (includes discovery/planning, Cityworks Software Installation, training (excluding travel costs), documentation, project management, and maintenance costs; and \$5,000.00 for assistance with GIS Schema/data for pumps and lift stations. Payment to Professional shall be within thirty (30) days after City's receipt and City verification of Professional's itemized invoices; which shall include progress reports; authorized non-salary expenses with supporting itemized invoices and documentation; and detailed itemized statements for services performed showing the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City.

City will be invoiced based upon the following payment schedule:

Project Status	Amount to be Invoiced
Conduct Kick Off Meeting and Technical Review	33% of Project Costs
Workflow Assessment	50% of Project Costs
Database Review / Software Installation	75% of Project Costs
Training / On-Site Support	90% of Project Costs
Go-Live	100% of Project Costs

NewEdge Unique ID Tool	
Option 2 - For Continued Use and Yearly Maintenance	\$7,500.00 \$1,875.00 /Yearly Maintenance