

Memorandum



Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Recommendation for Approval of a Designated Purchase for EAM Software, Support,
Services

Agenda Item No. 8(P)(9)

Resolution No. R-1003-23

Summary

This item is recommending approval of a designated purchase for the Information Technology Department (ITD), on behalf of multiple County departments, to continue purchasing the necessary Software as a Service (SaaS) annual subscription, maintenance, training and professional services for the Enterprise Asset Management (EAM) Software. The EAM application has been custom developed for specific operational needs of the County and is utilized as the standard technology platform for asset management and provides the County with the ability to record and report the use of parts, labor, and other related costs for equipment and facilities. This information is vital to the effective management and control of resources.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, under *Contract No SS8667-1/18, EAM Software*, for ITD. Through the approval of Supplemental Agreement No. 7, the department is requesting an extension of five years (i.e., through December 15, 2028) with \$9,419,037 in additional expenditure authority. The Supplemental Agreement includes the option to renew the contract for an additional five-year period (i.e., from December 15, 2028 through December 15, 2033), which will require Board approval before it is exercised.

The Office of Small Business Development reviewed this project pursuant to Implementing Order 3-41 for measures. The Verification of Availability process was not conducted due to insufficient availability of Small Business Enterprise (SBE) firms, as there are no certified SBE firms for the requested services.

Background

EAM is the County's standard asset management system which has over 60 interfaces with various systems including INFORMS, Remedy, legacy mainframe applications, and the Human Resource data warehouse. Many of these interfaces are bi-directional and pass information between critical systems in real time. Some programs currently integrated with EAM include: Geographical Information System (GIS), Enterprise Resource Planning (ERP / INFORMS), Fire Rescue Dire Inspection Permitting System for Notice of Violations, Enterprise Content Management, and Help Desk service management. EAM assists the departments in the daily functions and operations by providing modules, which have been configured to meet the County's specific needs. These modules include: Assets Management, Construction Management, Materials Management, Equipment Management, Facilities Management, Construction Management, Budget Management, and Advanced Reporting.

Additional expenditure authority and time is needed to provide continuous service for critical County operations. Competition is not practicable as software is proprietary and the vendor has not authorized any other vendor to provide the contracted services. Additionally, the County has invested substantial time and money in direct implementation costs across various departments and has also been

configuring the software during the past nineteen years. It is estimated to cost more than \$179 million to replace the EAM.

Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to allow ITD to continue purchasing enterprise licensing, software, ongoing maintenance and support, professional services, and the continued adaptation and expansion of EAM.

Pursuant to Resolution R-391-17, while competition is not feasible, the contract contains all current Board mandated terms.

Scope

The impact of this item is countywide in nature.

Delegated Authority

The County Mayor or the County Mayor's designee will have the authority to execute Supplemental Agreement No. 7 and exercise all provisions of the contract, including any cancellation or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The additional five-year option to renew from December 15, 2028 through December 15, 2033 will be subject to subsequent Board approval.

Fiscal Impact/Funding Source

The contract has a current cumulative allocation of \$13,577,164 and expires on December 15, 2023. If this request for \$9,419,037 is approved, the contract will have a modified cumulative allocation of \$22,996,201 and will expire on December 15, 2028. The requested increase in expenditure authority is based on the cost of the proposed five-year extension for years 2023 through 2028, inclusive of the software, support, and services. There are several factors impacting the price increase, specifically: organic growth in software deployment since 2018, the addition of new technology in EAM, annual SaaS services subscription, an increase in Professional Services labor rates, and an increase in software maintenance costs since 2018.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
ITD	\$13,577,164	\$9,419,037	\$22,996,201	Internal Service Funds	Julian Manduley
Total	\$13,577,164	\$9,419,037	\$22,996,201		

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

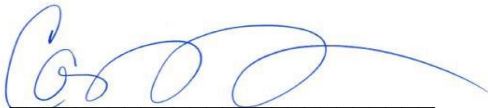
Vendor	Principal Address	Local Address	Principal
Intergraph Corporation – CAD Systems dba Hexagon Asset Lifecycle Intelligence Div.	305 Intergraph Way Madison, AL	None	Steven Cost

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The SBE measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(9)
11-7-23

RESOLUTION NO. _____ R-1003-23

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING SUPPLEMENTAL AGREEMENT NO. 7 TO CONTRACT NO. SS8667-1/18 FOR ENTERPRISE ASSET MANAGEMENT (EAM) SOFTWARE FOR THE INFORMATION TECHNOLOGY DEPARTMENT TO EXTEND THE CONTRACT FOR FIVE YEARS WITH ADDITIONAL EXPENDITURE AUTHORITY OF \$9,419,037.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve Supplemental Agreement No. 7 to Contract No. SS8667-1/18 for Enterprise Asset Management (EAM) Software, in substantially the form attached hereto and made a part hereof, for the Information Technology Department to extend the contract for five years through December 15, 2028 with additional expenditure authority of \$9,419,037.00, pursuant to section 2-8.1(b)(3) of the County Code, by a two-thirds vote of the Board Members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions contained therein, excluding the additional option to renew from December 15, 2028 through December 15, 2033 that shall be subject to subsequent Board approval. A copy of the original contract is available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MBV

Michael B. Valdes

SUPPLEMENTAL AGREEMENT NO. 7

Contract Number: **SS8667-1/18-1 ("Contract")**
Contract Title: **EAM Software, Support Services**
Contractor: **Intergraph Corporation dba Hexagon Asset Lifecycle Intelligence Div.
("Hexagon ALI")
305 Intergraph Way
Madison, AL 35758**

This Supplemental Agreement No. 7, when properly executed, becomes a part of the Agreement with the above-referenced Contract Number and Contract Title, and sets forth the terms and conditions that are in addition to and/or modify those terms and conditions set forth in the Miami-Dade County Enterprise Asset Management System Agreement, by and between Intergraph Corporation dba Hexagon Asset Lifecycle Intelligence Div. ("Hexagon ALI") and Miami-Dade County ("County") as amended.

Whereas the County has exercised all options to renew available under the Agreement and the County and Intergraph Corporation dba Hexagon Asset Lifecycle Intelligence Div. ("Hexagon ALI") mutually agree to further extend the term of the Agreement by an additional five years.

Whereas, the County and Contractor desire to modify the Agreement to add additional software, and professional services to be provided by the Contractor to the County; and

Whereas, this Supplemental Agreement No. 7 sets forth the terms and conditions that are in addition to and/or modify those terms and conditions set forth in the original Agreement.

Now, therefore, in consideration of the premises and mutual promises contained herein, the parties hereto agree to the following modification to the Agreement:

Article 8. License Fees and Payment . The following new paragraphs are added to the end of Article 8:

- Incorporate, Exhibit A-6 to include Enterprise Asset Management (EAM) MT Cloud Migration.
- For the extended period beginning December 15, 2023 through December 15, 2028, the compensation for all License Software and the EAM MT Cloud Migration under this Contract shall not exceed the total sum of \$9,419,036.96 U.S. dollars in accordance with Article 8 below.
- For the Optional Term* beginning on December 15, 2028 through December 15, 2033, the compensation for all License Software under this Contract shall not exceed the total sum of \$9,844,341.75 U.S. dollars in accordance with Article 8 below.

Miami-Dade County, FL

Supplemental Agreement No. 7

* To exercise the Optional Term, the County will provide written notice to Intergraph Corporation dba Hexagon Asset Lifecycle Intelligence Div. ("Hexagon ALI") sixty (60) days prior to the end of the then-current year.

All other terms, covenants and conditions of the original Contract and any prior Supplemental Agreements issued thereto, shall remain in full force and effect except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 7 to County Contract No. SS8667-1/18-1 for Infor EAM Software, Support Services.

Contractor

Miami-Dade County

By: DocuSigned by:
Scott Moore
5C33A18359414FA...

By: _____
for

Name: Scott Moore

Name: Daniella Levine Cava

Title: CFO

Title: Mayor

Date: September 15, 2023

Date: _____

Attest: Alexandra Pearce

Attest: _____

Corporate Secretary/Notary

Clerk of the Board

My Commission Expires 02/11/2025

Corporate Seal/Notary

Approved as to form
and legal sufficiency

Assistant County Attorney



Exhibit A-6

Enterprise Asset Management (EAM) MT Cloud Migration

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1.0 Project Overview and Scope

The County will migrate to the Hexagon EAM MT Cloud for all three (3) of its On-Premises Servers (MDC, MDAD, and Enterprise). The project approach will leverage the County's existing Hexagon EAM instances from each server as a basis and data source for the Cloud Migration. Hexagon will conduct the necessary project elements as will support the migration through a go live/cutover in the Cloud Production Environments. This Cloud Migration program will see a project to move all departments on all Servers to the Cloud. This project will include resources from Hexagon Global Professional Services (GPS) and our partner, EAM Solutions. EAM Solutions will be providing a Solution Architect to help with the review of functionality and business processes to be preserved in the migration.

1.1 Cloud Migration Scope

The Cloud Migration Scope is defined by the following objectives:

Cloud Migration Project Objectives

- To migrate Miami Dade County EAM environments to the MT Cloud.
- Cloud migration is the process of moving data, applications or other business elements to a cloud computing environment.
- Approach will minimize downtime during the conversion.
- Scope includes:
 - Integrations, Technical Code Conversions and Process Re-engineering
 - Reporting & Analytics
 - Connect Components
 - SIT and UAT prior to Production Cutover
 - SSO reviewed and revised
 - Application UI reviewed and revised



The current On Premises Landscape for Miami-Dade County includes three (3) servers:

- MDC
- MDAD
- Enterprise

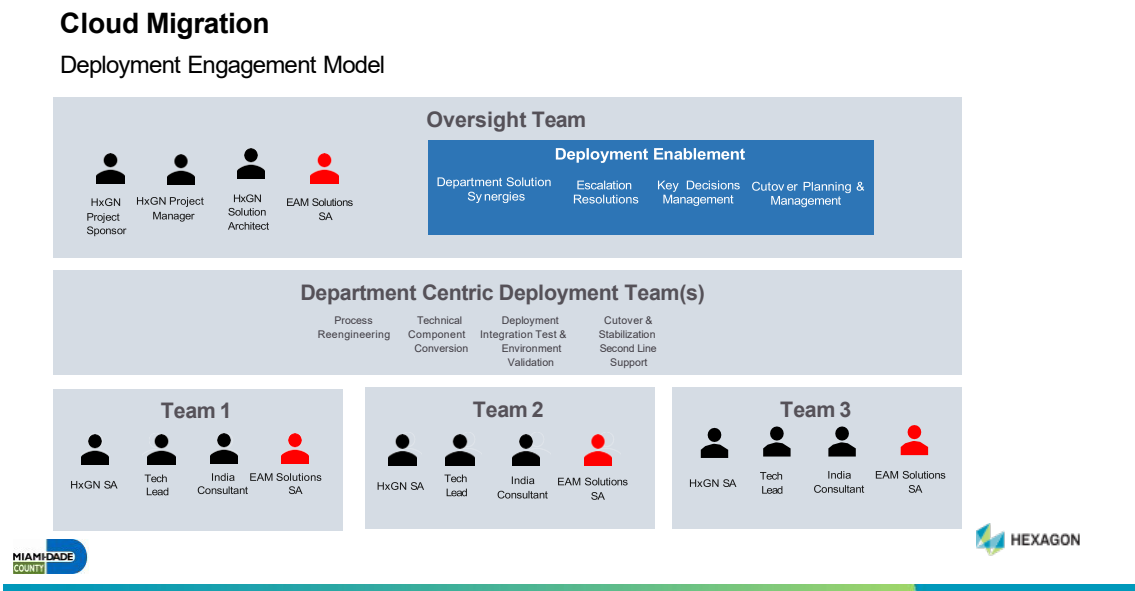
The MDC Departments using EAM today are:

- Parks and Recreation (PARKS)
- Fire and Rescue (MDFR)
- Seaports (PORT)
- Aviation
- Traffic and Signals and Signs
- Internal Services Department (ISD)
- Information Technology Department (ITD)

- Transit (TRANSIT)
- Water and Sewer Department (WASD)
- Police (Note: this Department is in process of being implemented)

The Cloud Migration that will only be moving to those departments that are currently housed on the three servers listed above. It is possible that the Police Department may not migrate with all of MDC where it is currently housed (to be determined per the MDPD Project and that implementation timeline).

The Engagement Model for this project will follow this structure:



It is expected that all three (3) deployment teams will not be required as we initially migrate the MDC and MDAD Servers. As we move into the project segment for migrating the Enterprise Server it is likely we will require additional resources to address all the departments housed on that server. Both HxGN GPS and EAM Solutions will participate on the Oversight Team alongside MDC Personnel. It is expected that MDC will provide a Project Manager, IT support, and Functional SME coverage, when and if needed. The MDC assigned Project Manager may be a 100% FTE on this project.

1.2 Estimated Project Effort

The estimated effort for this project has been broken down by resource, task or work packages starting with the completion of standard tasks within the Inception/Elaboration Phase and then moving into the Construction and Transition Phases of the project. During Construction, the HxGN EAM solution for MDC and MDAD will be migrated and tested, including Integration requirements. During Transition, the Cutover to Go-Live Plan is put into motion, including provided Training. We have also allocated for Go Live Assistance in case MDC IT prefers to have a resource onsite during the final cutover periods. We will then repeat this approach in a latter segment of the program to migrate the Enterprise Server and the departments that it contains.

The Hexagon PM will work with the MDC Project Lead to create and confirm the actual project plan. The overall estimated timeline is 22 - 24 months given resource leveling and any scheduling constraints.

Project Assumptions

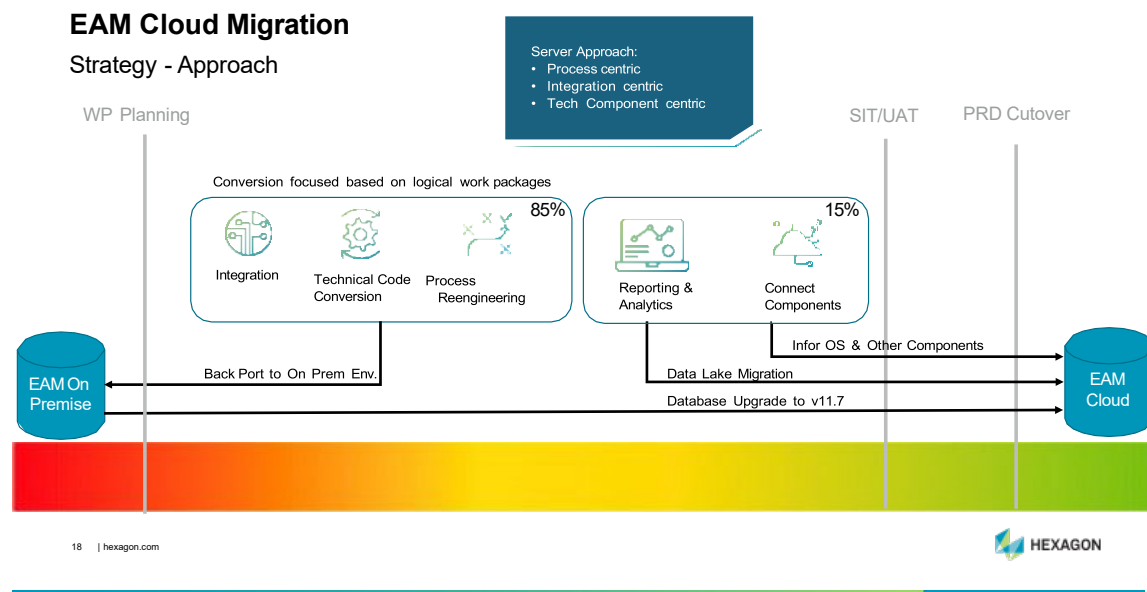
- In scope to convert to Cloud Compliant equivalent.
- No database conversion is required (Oracle to Oracle).
- EAM assumed to be migrated to Cloud “as-is”. Performance improvements are not part of the scope.
- Tasks are repeated for all departmental databases.
- Estimates include each database upgrade being performed two (2) times.
- MDC is responsible for post upgrade process validation.
- Server Offset will be discussed with MDC and accordingly updated for each organization.
- MDC to ensure that the R5 User Group is not being used; if it is, MDC to create a copy and is responsible for associated changes and testing to use the copied user group.
- All Procedures will be dropped from the database and the process re-designed to ensure cloud compliance.
- The effort estimate includes conversion of 20% of Reports, MDC responsible for remaining reports.
- Custom Tables and Views will be moved to User Defined Screens and Views respectively. This will change table names to begin with “US”, which may require flex and report updates.

Project Exclusions

- New features training of EAM v12 functionality, or the latest version to be used at time of migration.
- Infor OS training.
- Any mobile related configuration/setup.
- Integration with Active Directory.

Project Strategy and Approach

From a technical perspective this Cloud Migration will follow an identical sequence of activities and tasks for each Server being migrated to the MT Cloud. Efforts will be required to be performed on a work package basis on both the MDC On Premises Server and in the Cloud target environment as depicted below:

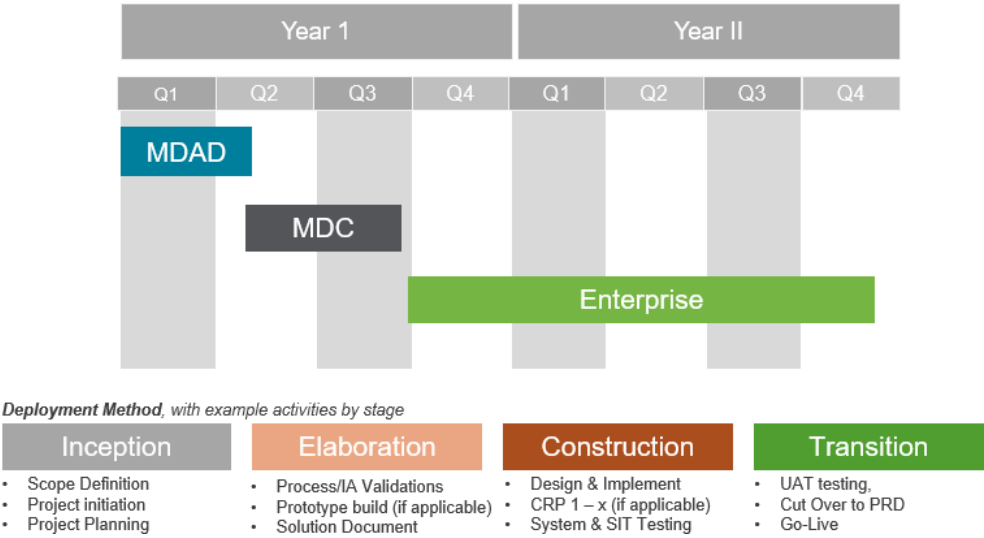


The County Project Manager will be responsible for determining the order of Servers and Departments to be migrated, as coordinated with MDC IT Management. The current expectation is that we will migrate MDC and MDAD first, and then progress to Enterprise and its associated departments. The Hexagon Project Manager will document the sequence of migration events in a project plan to be agreed to by MDC IT / MDC Project Leads.

The project timeline is estimated to be 22-24 months, as depicted below:

Project Timeline – Full Cloud Migration

Hexagon proposes an estimated project schedule duration of approximately 22 - 24 months



2.0 Project Approach

2.1 Implementation Approach – Hexagon Deployment Method

Hexagon Deployment Method will be used as the overall governing methodology for all Project related work associated with implementing the scope described herein.

2.2 Project Governance

When either party identifies the need for a change in the Scope of Services, a change review process will be initiated by the requesting party in order to determine the appropriate authority to review and approve the change. Changes include, but are not limited to, the following:

- Project Management Plan.
- Project Sponsorship and Executive Involvement.
- Project Issue Escalations.
- Project Change Control Process.

Project Change Control Process: Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables. All costs associated with a work order must be approved by the County.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside the County's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of the County initiated Change Request, Hexagon will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established at Hexagon's then current rate for such services. Hexagon shall provide the County a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request.
- The estimated cost associated with such additional Services.
- Any other information relating to the Change Request that may reasonably be requested by the County.

The County shall respond promptly to any Hexagon-initiated Change Request. If the County approves a Hexagon-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.

The Hexagon Project Manager and the County Project Manager shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If the County rejects a Hexagon-initiated Change Request, or any Change Response, Hexagon and the County shall proceed to fulfill their obligations as originally agreed under this Work Order.

Project Governance Assumptions and the County Obligations

- Hexagon and the County will manage the Project jointly, including work planning, activity and resource planning and budgetary control. All Project Management tasks will be delegated appropriately between the Hexagon and the County Project Managers during planning.

- The County will assign a Project Manager. The County Project Manager will be responsible for ensuring the performance of the County Project team and for coordinating Project activities with the Hexagon Project Manager.
- The County Project Manager will coordinate all communication with County's personnel and provide a central communication channel for the Project with the Hexagon Project Manager.

2.3 Project Work Products and Activities

Throughout the course of the Project, a number of deliverables will be created, and activities performed. The deliverables or activities are listed below.

High Level Deliverables:

- Project Repository – Hexagon will establish Hexagon's Project On-Line Portal (IPON) for the purpose of collaboration on this project where all project documentation will be stored and is accessible by both Hexagon and the County. The IPON Site will be reviewed with the Project Team during or after the Project Kick-off Meeting.
- Project Kick off Meeting Presentation. - This is a collaborative meeting to be hosted jointly by the County's Business Sponsor, Project Manager and Hexagon's Project Manager and Solution Architect. It is recommended that all key users/departments ('SME's) be present for this meeting as this is the "ground-breaking" for the project. The County's role during this meeting is to convey high level project objectives and convey expectations for Change Management. Hexagon will provide a formal presentation on Project Management and Governance, Hexagon Deployment's Methodology and a discussion of the upcoming workshops and their objectives.
- Hexagon and the County will agree upon Project Management, Reporting, and Escalation Approach.
- A Risk Register to identify current risks and be used for identifying and managing additional risks and issues throughout the life of the project.
- Project Detailed Budget Report.
- Definition of Objective and Scope.
- Development of project plan – This will be completed in collaboration with both Project Managers to be sure that the County's schedules and constraints are taken into consideration. The resulting project plan will include the following specific planning elements:
 - The enumeration of the specific work activities based on the Hexagon Deployment Methodology, leveraging the detailed business requirements, necessary to effectively meet those requirements.
 - For each work activity, commitments of specific (by name), properly skilled, resources for specific periods of time, that align with the overall project schedule. Both Hexagon and the County resources will be named.
 - Resource planning to help ensure common understanding of responsibilities, costs, and scheduling commitments.
 - An overall project schedule.
 - A list of assumptions that accompany the work plan.
 - The identification of precedents when work activities depend upon the completion of others.

3.0 Project Roles and Responsibilities

3.1 Hexagon Staffing

Hexagon Roles and Responsibilities

Solution Architect – Responsibilities:

- Overall executive visionary for Project success
- Hexagon EAM Solutioning Advisor
- Interfaces with project leaders and project team members
- Acts as SME in functional design sessions
- Identifies and addresses complex business requirements
- Determines the functional fit and gaps of complex business requirements relative to Hexagon's core product functionality
- Conducts functional design reviews and provides feedback/recommendations on the appropriate approach
- Provides EAM Advisory Services throughout the project

Project Manager– Responsibilities:

- Primary contact point for Licensee
- Client satisfaction
- Quality assurance of both Hexagon & Licensee assigned tasks
- Hexagon resource management and financials.
- Detail planning, scheduling, and analysis
- Manages the Hexagon resources assigned to the project
- Interfaces with Licensee managers & project executive

Application Lead – Responsibilities:

- Assist Project Manager and Solution Architect with specific project deliverables and documentation.
- Provide application specific education
- Acts as SME in functional design sessions
- Identifies and addresses complex business requirements
- Determines the functional fit and gaps of complex business requirements relative to Hexagon's core product functionality
- Conducts functional design reviews and provides feedback/recommendations on the appropriate approach
- Ensures requirements are translated into clear specifications for development

Technical Lead – Responsibilities:

- Technical knowledge of application architecture
- Provide conceptual designs for in-scope configuration extensions
- Consult with Licensee on systems integration of Hexagon applications to other systems
- Assist Project Managers with specific technical implementation Project deliverables
- Lead over all Hexagon technical consultants supporting the Project

3.2 County Staffing

The County will provide the necessary resources to complete the assigned activities which will include, at a minimum, providing the following roles.

Project Manager – An assigned Project Manager should have appropriate decision-making authority. This person will oversee all project activities. These will include:

- Staffing the project with the proper resources.
- Setting project priorities.

Subject Matter Expert(s)– These resources will be considered part of the core Project Team and will participate in Project tasks and activities including:

- Business Process Workshops
- Application Leads in their respective areas of expertise, as well as other supporting personnel from the various departments.

Technical Expert(s) – Representatives from ITD will be involved in the technical aspects of the Discovery.

4.0 General Project Assumptions and the County Obligations

- For Services provided at the County location, the County will provide facilities for Hexagon personnel. This includes, but not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet and remote VPN connection.
- County acknowledges that any delays or changes caused by the County, County's employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which the County has supplied to Hexagon; (b) failure by the County to perform any of its responsibilities in a timely manner including the supply to Hexagon of resources and information; or (c) an event that's within the County control that changes the service needs or requirements of County. Changes required to this Work Order as a result of any of the foregoing events will be handled using the Project Change Control Process and must be mutually agreeable to both Hexagon and the County.

5.0 Service Fees Estimate

Licensee agrees to pay Hexagon Fixed Fees equal to **\$2,783,938 USD** for the consulting services described in this Work Order. Upon Hexagon's completion of monthly deliverables, work products or activities associated with each segment of the project as set forth herein, the corresponding fee for such Monthly Invoice specified below becomes due and Hexagon shall invoice the County. The County shall pay the payment schedule as set forth below.

Activity Description	ID	Project Month	Milestone Amount
Project Initiation Period	1	0 – Upon Signature	\$ 60,000.00
Migration Activities	2	1	\$ 121,179.00
Migration Activities (Continued)	3-23	2-22	\$121,179 (monthly)
Migration concluding (Project Closure)	24	23	\$60,000.00
Consulting Services Total			\$ 2,783,938.00

*All amounts are in US Dollars, and excludes any applicable taxes.

Fixed Fee Services

All Services are provided on a Fixed Fee basis. Hexagon will invoice the County for all Services and applicable charges on a monthly basis, as Hexagon continues to render the Services or the County incurs the charges as applicable.

Staff and Mobilizing the Project Team

After mutual execution of the Supplemental Agreement #7, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable Hexagon resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours with Customer's Project Sponsor; and (d) confirming and scheduling Project kick-off.

Extended Payment Terms

Hexagon ALI will invoice the County for all Services and applicable charges on a milestone basis per the fee schedule noted above. The County will pay each Hexagon invoice within 45 days of the date on the invoice.

Travel Expenses

Travel and living expenses are not included in the rates or estimated fees stated herein and are in addition to such fees. If Travel Expenses are incurred for any onsite activities those expenses will be invoiced to the County in the month those expenses occur. Travel expenses will be paid at the per diem rate. Please note that we expect that all of the project activities will be performed on a remote basis and therefore do not expect any Travel related fees to be incurred and charged.