

**CONTRACT BETWEEN CITY OF CLEARWATER AND BLACK & VEATCH**  
**RFP #36-22**  
**ASSET MANAGEMENT SYSTEM**

THIS CONTRACT, entered into this \_\_\_\_\_ day of November 2023, by and between the CITY OF CLEARWATER ("City"), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and BLACK & VEATCH CORPORATION, ("Vendor"), a Florida corporation, 1715 N. Westshore Blvd, Suite 725, Tampa, Florida 33607, and collectively as "Parties".

WHEREAS, the City seeks to implement Cityworks as a new Computerized Maintenance Management System ("CMMS") for managing City utilities, public works, recreational and facilities management needs.

WHEREAS, Vendor agrees to provide such services.

WHEREAS, the City selected Vendor based on Request for Proposal ("RFP") 36-23 and responses by Vendor to RFP 36-23, all of which are incorporated by reference and form a basis for this Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

**1. SCOPE OF PROJECT.**

Vendor agrees to provide such services under the terms and conditions set forth in RFP 36-22, and more fully described in attached Exhibit A and Exhibit B.

**2. TIME OF PERFORMANCE.**

The initial Contract Term shall commence on November 1, 2023, and end on October 31, 2026.

**3. COMPENSATION.**

Total compensation for all services shall not exceed \$1,987,209.00, as more fully described in attached Exhibit A and Exhibit B, inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of the project. Such changes, including any increase or decrease in the amount of Vendor's compensation, and any other changes in the terms of this Contract which are

mutually agreed upon by and between City and Vendor shall be effective when incorporated in written amendment to this Contract, upon mutual agreement.

**4. METHOD OF PAYMENT AND ANNUAL APPROPRIATIONS.**

Vendor's fees will be invoiced monthly and submitted to the City for approval and payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

**5. NOTICES AND CHANGES OF ADDRESS.**

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

**BLACK & VEATCH**

**CITY OF CLEARWATER**

Nick Alexandrou

Daniel Mayer

Asset Management Implementation Lead

IT Director

3405 W. Dr Martin Luther King Jr. Boulevard

P.O. Box 4748

Suite 125, Tampa, FL 33607

Clearwater, Florida 33758

941-276-0202

727-444-7654

**6. RFP #36-23, STANDARD TERMS AND CONDITIONS.**

All terms and conditions as set forth in RFP #36-23, Standard Terms and Conditions are incorporated by reference and attached hereto as Exhibit C.

**7. INSURANCE REQUIREMENTS.**

Insurance Requirements are set forth in Exhibit D, which is incorporated by reference and attached hereto.

**8. PROPRIETARY MATERIALS.**

Upon termination of this Contract, Vendor shall transfer, assign, and make available to City or its representatives all property and materials in Vendor's possession belonging to or paid for by the City.

**9. INTERESTS OF PARTIES.**

Vendor covenants that its officers, employees, and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

**10. CONFORMANCE WITH LAWS.**

Vendor agrees to comply with all applicable federal, state, and local laws during the life of this Contract. Vendor shall be responsible for obtaining and maintaining any licenses, permits, documents, or other permissions necessary for Vendor's operation.

**11. GOVERNING LAW AND VENUE.**

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed in its corporate/legal name by its authorized representatives or persons authorized to execute this Contract on the date and year first above written.

**BLACK & VEATCH**

\_\_\_\_\_  
Rafael E. Frias III  
Vice President, Area Managing Director

Attest:

\_\_\_\_\_  
Name:  
Title:

**CITY OF CLEARWATER**

\_\_\_\_\_  
Brian Aungst, Sr.  
Mayor

\_\_\_\_\_  
Jennifer Poirrier  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Lead Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk