

FINANCE COMMITTEE

11-0339R

RESOLUTION AUTHORIZING FIRST AMENDMENT TO AGREEMENT NO. 21,196 WITH CRW SYSTEMS, INC., MODIFYING SERVICES AND TIME LINES AND INCREASING THE CONTRACT AMOUNT BY \$19,500.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a first amendment to contract no. 21,196 with CRW Systems, Inc. substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, increasing the scope of services provided for therein, modifying time lines required thereunder and increasing the amount payable thereunder by \$19,500, payable from Fund 250, Agency 015, Division 2010, Object 5580 (Capital Equipment, Administrative Services, Fiscal Year 2010).

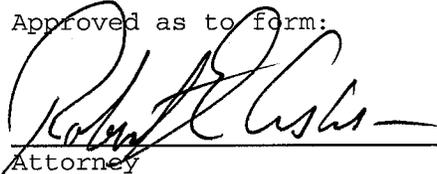
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

FINANCE/ATTY REA:dma 06/16/2011

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize a modification of the contract with CRW Systems to add new "deliverables" to those called for under the contract, to extend the time lines for performance of various tasks and to provide additional funding to costs not anticipated in the original contract.

The original contract had a services of "milestone" dates for the accomplishment of various tasks involved in developing the necessary applications and installing the necessary software on the City's systems, all of which was contemplated to be culminate in "going live" with the system on April 19, 2011. Unfortunately,

the process of this development and installation along with training functions have been more difficult and time-consuming than originally anticipated. In addition, the City has determined that additional development was necessary pertaining to forms for building permit applications, the Clerk's quarterly liquor payment letter, rental license renewal, business license renewal and pet license renewal.

As a result, additional costs needed to be incurred in order to get a system which would deliverer the results desired by the City. This contract adds the additional work requested, provides for extensions of time to allow the necessary modifications to be made and provides funding to compensate for the unanticipated additional services required. The new anticipated "go live" date will be August 30, 2011.

**FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
LAND MANAGEMENT SOLUTIONS SOFTWARE  
LICENSE, INSTALLATION AND SERVICE  
CRW SYSTEMS, INC.**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF DULUTH, a municipal corporation under laws of the State of Minnesota, hereinafter referred to as "City", and CRW SYSTEMS, INC., an California corporation, hereinafter referred to as "Consultant".

WHEREAS, City and Consultant entered into an agreement, dated August 15, 2010 and bearing City Contract No. 21196 which is hereinafter referred to as the "Agreement", for the purchase, adaptation and installation of Consultant's TRAKIT application and software to assist the City in its land management and licensing function and the training of City personnel to implement and use the application and software; and

WHEREAS, the parties are desirous of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. That Paragraph C. 1. (b) of the Agreement is hereby amended by deleting Exhibit B therefrom and by substituting therefore the Project Timeline dated 6/7/2011 labeled Exhibit B-1 attached to this First Amendment to Agreement. The dates therein listed under "Proposed Date" shall be deemed to be the Project Milestones for the purposes of the Agreement, as amended.
  
2. That Paragraph A. 2. of Article II of the Agreement is hereby amended to increase the amount payable thereunder by Nineteen Thousand Five Hundred Dollars (\$19,500) to One Hundred Fifty-three Thousand, Ninety-five and 50/100s (\$153,095.50) and that the City's Project Manager, designated in accordance with Paragraph A. of Article IV of the Agreement, shall approve in advance and in writing, the allocation of payments for services covered by Exhibit C to the Agreement.

3. That Paragraph D. of Article II of the Agreement is hereby amended to increase the amount payable thereunder by Nineteen Thousand Five Hundred Dollars (\$19,500) to Three Hundred Thirty-two Thousand Nine Hundred Twenty and 81/100s Dollars (\$332,920.81) and that the payment of said increased amount shall be made from the funds designated in said Paragraph D, as directed by the City's Project Manager.

4. That Article II of the Agreement is hereby amended to read as follows:

Consultant shall be deemed to have commenced performance of this Agreement on August 17, 2010, and shall complete performance thereof through the "go live" phase no later than the date provided for in Exhibit B-1 attached to this First Amendment to Agreement, unless the time for performance therefore is extended by the City's Project Manager in advance and in writing. This Agreement shall thereafter continue for One (1) year after the "go live" date. The parties further agree that the Term hereof may be extended by amendment of this Agreement setting forth the terms and conditions of such extension, which amendment if any shall be subject to approval in the same manner as this Agreement.

5. That Article XIV of the Agreement shall be amended by deleting therefrom Paul Johnson, Chief Information Officer" and by substituting therefore, "Karla Culhane, MIS Manager".

6. That Exhibit A to the Agreement is hereby amended by amending Paragraph E. thereof to increase the number of custom forms to be "deliverables" from five (5)" to "ten (10)" and that said paragraph of the Exhibit be supplemented by the Statement of Work in Change Request #4 attached to this First Amendment to Agreement. Exhibit A is further amended by supplementing the Scope of Services described therein by adding to it the work described in Change Request #6 attached to this First Amendment to Agreement.

7. That Paragraph F. of Exhibit C is hereby amended by deleting therefrom the line reading "Custom Forms \$4,500 -3 forms" and by substituting therefore the following: "Custom Forms \$12,000 -8 forms" and that the Sub-total be amended by striking therefrom the amount "\$19,000" and by substituting therefore the amount "\$26,500".
  
8. That Exhibit C to the Agreement is hereby amended by changing the "Total of TRAKIT Installation" striking the amount of "\$284,420.81" therefrom and by substituting therefore the amount of "\$303,920.81".
  
9. That in all other respects, the Agreement, together with all of its terms, covenants and conditions is hereby confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH, a Minnesota  
municipal corporation  
development authority

CRW SYSTEMS, INC., a  
California Corporation

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved:

Countersigned:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Auditor

# Project Timeline

CRW has prepared the following timeline for your agency to review expectations throughout the implementation of TRAKIT.

Task	Client Responsibilities	CRW Responsibilities	Original Date (signed 9/30/10)	Revised Date (signed 2/4/11)	Revised Date (signed 3/16/11)	Proposed Date
1. Contract Execution / Notice to Proceed	Client signs contract and provides Notice to Proceed.	CRW signs final contract.	August, 2010	August, 2010	August, 2010	August, 2010
2. Review Project Milestone Dates & Deliver Project Workbook	Client reviews and sets Project Milestone dates with CRW.	CRW & Client review Project Milestone dates; CRW delivers electronic copies of Workbook.	August, 2010	August, 2010	August, 2010	August, 2010
3. Confirm Hardware & Required Systems	Client provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with Client; CRW confirms remote access.	October 12, 2010	October 12, 2010	October 12, 2010	October 12, 2010
4. Project Commencement / Kick-Off Meeting	Client attends and participates in Kick-Off Meeting; Client prepares first extract of data to be converted.	CRW conducts Kick-Off meeting onsite.	October 12, 2010 *	October 12, 2010 *	October 12, 2010 *	October 12, 2010 *
5. Source Data List Due	Client submits list of all sources of data to be converted; including file type, name, format, and approx. number of records.	CRW reviews source data with Client.	October 12, 2010 *	October 12, 2010 *	October 12, 2010 *	October 12, 2010 *
6. First Payment Due \$ 125,578.13	Client provides 1 <sup>st</sup> payment.		October 12, 2010 *	October 12, 2010 *	October 12, 2010 *	October 12, 2010 *
7. Business Process Review Meeting	Client provides information and participates in preliminary business process discussion.	CRW assists the Client with Project Workbook and identifies process adaptation.	Nov. 30 – Dec. 1, 2010 *	Nov. 30 – Dec. 1, 2010 *	Nov. 30 – Dec. 1, 2010 *	Nov. 30 – Dec. 1, 2010 *
8. Screenshots of Existing Software	Client provides screenshots of existing software that relate to the data conversion process.	CRW reviews screenshots and begins mapping of data; CRW prepares data mapping document to submit to Client.	Dec. 1, 2010 *	Dec. 1, 2010 *	Dec. 1, 2010 *	Dec. 1, 2010 *
9. Data Mapping Document	Client to review data mapping document provided by CRW.	CRW to submit data mapping document for	January 12, 2011	January 12, 2011	January 12, 2011	January 12, 2011

Task	Client Responsibilities	CRW Responsibilities	Original Date (signed 9/30/10)	Revised Date (signed 2/4/11)	Revised Date (signed 3/16/11)	Proposed Date
		Client approval.				
10. Workbook / Data Collection Meeting	Client provides completed Workbooks and copies of needed forms/reports; Client attends department meetings to offer insight into workflow; Client provides complete set of source data for conversion.	CRW collects Client responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with Client.	January 5-6, 2011 *	January 5-6, 2011 *	January 5-6, 2011 *	January 5-6, 2011 *
11. Data Mapping Signoff	Client approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	January 19, 2011	February 4, 2011	February 4, 2011	February 4, 2011
12. System Configuration	Client participates and provides additional information as needed by CRW.	CRW configures system according to Workbook responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).	January - February 2011	February 2011	February 2011	February 2011
13. Initial Delivery	Client will attend the demonstration of the delivery.	CRW installs and demonstrates configured system.	February 4, 2011	February 25, 2011	February 25, 2011	February 25, 2011
14. Second Payment Due \$ 39,610.98	Client provides 2 <sup>nd</sup> payment.		February 4, 2011	February 25, 2011	February 25, 2011	February 25, 2011
15. System Acceptance Users Trained Includes five (5) days.	Client will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	February 8-11, 2011 *	February 28 -- March 4, 2011 *	February 28 -- March 4, 2011 *	February 28 -- March 4, 2011 *
16. System Acceptance Testing Begins	Client "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; Client tests software configuration; Client tests program interfaces; Client	CRW receives change requests from Client and makes necessary revisions.	February 14, 2011	March 7, 2011	March 7, 2011	March 7, 2011

Task	Client Responsibilities	CRW Responsibilities	Original Date (signed 9/30/10)	Revised Date (signed 2/4/11)	Revised Date (signed 3/16/11)	Proposed Date
	tests software customizations; Client notifies CRW of desired changes.					
17. Initial Delivery Revisions	Client delivers revision list to CRW.	CRW receives review comments from Client and begins adjusting configured system.	February 18, 2011	March 15, 2011	March 9, 2011	
18. 1 <sup>st</sup> Revised Delivery	Client continues review of system.	CRW delivers 1st revisions to Client, to include all comments and issues reported as of EOD 3/9/11	March 1, 2010 *	March 24, 2011 *	March 24, 2011	
18a. 1 <sup>st</sup> Revised Delivery Review Comments	Client delivers revision list to CRW.	CRW receives review comments from Client and begins adjusting configured system.			April 4, 2011	
18b. 2 <sup>nd</sup> Revised Delivery	Client continues review of system.	CRW delivers 1st revisions to Client, to include all comments and issues reported as of EOD 4/4/11			April 11, 2011*	June 23, 2011
19. System Acceptance Testing Review	Client reviews data with project manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	March 1, 2010	March 29, 2011	April 11, 2011 – April 19, 2011	June 23, 2011 – July 6, 2011
20. Third Payment Due \$ 39,610.98	Customer provides 3 <sup>rd</sup> payment.		March 1, 2010	March 29, 2011	April 11, 2011	June 24, 2011
21. Final Revisions List	Client delivers final revision list to CRW.	CRW receives review comments from Client and makes final adjustments.	March 9, 2011	April 1, 2011	April 19, 2011	On or before July 6, 2011
22. Final Delivery		CRW installs modified system.	March 16, 2011	April 15, 2011	May 2, 2011	July 20, 2011
23. System Acceptance Testing Review	Client reviews data with project manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	March 9, 2011	April 8, 2011	April 19, 2011 – April 29, 2011	July 20, 2011 – July 29, 2011

Task	Client Responsibilities	CRW Responsibilities	Original Date (signed 9/30/10)	Revised Date (signed 2/4/11)	Revised Date (signed 3/16/11)	Proposed Date
24 System Acceptance Testing Ends	Client approves final system before User Training commences.		March 23, 2011	April 22, 2011	May 6, 2011	August 1, 2011
25 Fourth Payment Due \$39,610.98	Client provides 4 <sup>th</sup> payment.		March 23, 2011	April 22, 2011	May 6, 2011	August 3, 2011
26 End User Training Includes ten (10) days	Client provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	March 30 –April 1, 2011* April 5-8, 2011* April 12-15, 2011*	May 2-6, 2011 and May 9-13, 2011 *	May 16-20, 2011 and May 23-27, 2011*	August 15-19, 2011 August 22-26, 2011
27 Transition to Live	Client provides final extract of historical data to CRW.	CRW converts data and loads onto Client's server.	April 12, 2011	May 11, 2011	May 24, 2011	August 24, 2011
28 Go Live	Client Goes Live with TRAKIT.	CRW provides Go-Live support onsite.	April 19-20, 2011 *	May 17-18, 2011 *	June 1-2, 2011*	August 29-30, 2011
29 Final Payment \$39,610.98	Client provides final payment.		May 20, 2011	June 17, 2011	July 1, 2011	September 29, 2011
System Administrator / Report Writing Training	CLIENT provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	June 27 – July 1, 2011 *	May 23-27, 2011 *	June 6-10, 2011*	July 11 – 15, 2011 (subject to City confirmation no later than June 13, 2011)

\* Indicates onsite days spent at Client location. Client changes made within fourteen (14) days of project schedule may incur increased travel expenses.

**Agreement of Terms**

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone. Should the dates represented above not be executed on the agreed upon dates, then the entirety of the subsequent milestone dates will be moved accordingly. Additional fees may be incurred by the Client's failed delivery on any dates represented above.

Approved by: MIS MANAGER / PROJECT MANAGER  
 Signature: Karey Culham Date: 6/10/11  
Wendy Row

# Change Request #4

## Additional Forms / Reports

**Client Name** Duluth, MN  
**Change Name** Project Schedule Revisions  
**Date Submitted** 01/27/2011  
**Change Request #** 004

**Requested by** Wendy Rannenberg, Client Project Manager  
**Submitted by** Michael Truncale, CRW Project Manager

### Background

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The City of Duluth has requested additional forms and reports above what was included within the original contract.

### Statement of Work

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CRW Systems will create five (5) additional forms / reports as indicated below. Current samples of each form/reports have been provided to CRW Systems as indicated below.

- ~~1) Building Permit Application Form~~
  - a. Sample Building Permit Application.doc
- 2) Clerks Quarterly Letter Form
  - a. clerk qtr liquor payment letter.pdf
- 3) Rental License Renewal Notice Form
  - a. Sample Rental License.doc
- 4) Business License Renewal Application
  - a. Business License Renewal App.pdf
- 5) Pet License Renewal Application
  - a. Pet License Renewal App.pdf

### Cost Summary

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<u>Additional Form/Reports</u>	<u>\$ 7,500.00</u>
<b>Total Due</b>	<b>\$ 7,500.00</b>

### Terms

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- Programming enhancements will be completed within 60 days of authorization.
- Modifications are considered accepted if no issues are reported within 10 business days.
- Payment is due upon delivery of test version.
- Programming not specifically identified or additional on-site work is not included.
- This quote supersedes all previous quotes and offers.
- Delivery of the revisions would be made via e-mail or FTP site.
- This quote expires on 02/7/2011.

### Authorization

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Offer Authorized by:

Michael Truncale, Project Manager  
CRW Systems, Inc.

Accepted by:

Name:

Paul Johnson

Title:

CEO

Signature:

  
(on behalf of City of Duluth, MN)

Date:

2/4/11

# Change Request #6

## TRAKIT Configuration Changes

<b>Client Name</b>	City of Duluth, MN
<b>Change Name</b>	Maintenance Log Moving
<b>Date Submitted</b>	6/14/2011
<b>Change Request #</b>	006

<b>Requested by</b>	Wendy Rannenberg, Client Project Manager
<b>Submitted by</b>	Philip Kostka, CRW Project Manager

### Background

Due to the lack of relationship to a specific permit or code case, some legacy inspection data from The City of Duluth was transferred to the Maintenance Log in LandTRAK. The City would like to be able to transfer these inspections from the LandTRAK record to a permit/project/code/license record linked to that LandTRAK record.

This document details the programming enhancements proposed to the City of Duluth to satisfy this desired functionality.

### Statement of Work

Inspections linked to LandTRAK records will be converted into the Maintenance Log section of the LandTRAK module per the signed Data Mapping Document:

#### 4.5.1 Mapping

SOURCE : BIMSTR,BIINSP		TARGET : GEO_MAINTENANCE		
TABLE COLUMN	DATA TYPE	FIELD NAME	DATA TYPE	NOTES
010-BIMSTR.PLAT-BIMSTR.PARCEL		SITE_APN	VARCHAR(50)	BIINSP GREEN NBR LINKED TO BIMSTR GREEN NBR TO GET 010-BIMSTR.PLAT-BIMSTR.PARCEL
BIINSP.INSP DATE	NVARCHAR(8)	MAINT_DATE	DATETIME	
BIINSP.INSP DATE	NVARCHAR(8)	MAINT_CONTACT	VARCHAR(24)	
BIINSP.INSP INITIALS	NVARCHAR(3)	MAINT_STAFF	VARCHAR(24)	
BIINSP.INSP TYPE + ' ' BIINSP.INSP DESC1    BIINSP.INSP DESC2    BIINSP.INSP DESC3	NVARCHAR(60) NVARCHAR(60) NVARCHAR(60)	COMMENTS	VARCHAR(2000)	
		LOC_RECORDID	VARCHAR(30)	
		RECORDID	VARCHAR(30)	
		LOCKID	VARCHAR(30)	

#### Enhancement:

A button will be added on the right-hand side of the Maintenance Log pane titled "Move Inspections".

This button will only be active for ADMIN users and users with rights to edit LandTRAK records.

This button will only be active if there is at least one linked permit/project/case/license.

This button will only be active if there is at least one maintenance log item containing a pipe character "|" in the COMMENTS field.

When this button is clicked, a screen will appear allowing the user to select which maintenance log item(s) (one or more) to move. Only maintenance items containing a pipe character “|” in the COMMENTS field will be displayed.

The selection screen will display the MAINT\_DATE, MAINT\_CONTACT, MAINT\_STAFF, and the first 30 characters of the COMMENTS for each maintenance log item.

Once the user makes their selections and clicks the “Next” button, another screen will appear with a list of permits/projects/cases/licenses linked to the current LandTRAK record.

The selection screen will display the module, record number, and address for each related record.

The user will select which related record(s) (one or more) to move the inspections to. Upon clicking “Finish”, the maintenance log items will be moved to the selected record(s) inspection pane(s) and removed from the maintenance log.

Data will be moved as specified below:

Geo_Maintenance (Maintenance Log)	Inspection
MAINT_DATE	SCHEDULED_DATE
MAINT_DATE	COMPLETED_DATE
MAINT_STAFF	INSPECTOR
COMMENTS (up to the pipe character)	INSPECTIONTYPE
COMMENTS (after the pipe character)	NOTES
“See Notes”	REMARKS

### Cost Summary

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Custom scripting for Maintenance log	\$ 3,000.00
<u>Contractually satisfies 2 custom scripts</u>	<u>(\$ 3,000.00)</u>
<b>Total Due</b>	<b>\$ 0.00</b>

### Terms

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- Delivery of customization will be by Final Delivery of 7/20/2011, in a test version of the software. This assumes that this agreement is signed no later than 6/20/2011.
  - If no issues are reported within 14 days of delivery, the customizations are considered accepted.
  - Any additional functionality or changes to the preceding specifications will incur additional cost.
  - No additional on-site work is included in this proposal.
  - Completion and confirmation of these issues is outside the calendar schedule and payment schedule of the primary TRAKIT Implementation project.
  - This offer expires 6/20/2011.

### Authorization

Offer Authorized by:

Philip Kostka, Project Manager  
CRW Systems, Inc

Accepted by:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(on behalf of Duluth, MN)*