



## Esri Canada Consulting Service Request Order

**Project Name:** Technical Consulting Support

**Customer Name:** City of Saint John

**Date Submitted:** October 17, 2018

**Esri Canada Project Manager:** Craig MacLachlan  
**Tel. #:** 902-334-0969

**email:** cmaclachlan@esri.ca

**Esri Canada Account Manager:** Nick DeMerchant  
**Tel. #:** 506-454-7773

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**Customer Contact:** Yves Léger  
**Tel. #:** 506-674-4229

**email:** yves.leger@saintjohn.ca

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### Reason for Request / Business Benefit

The City of Saint John (Saint John) is in the process of upgrading their existing ArcGIS Server and Geodatabase to ArcGIS Enterprise to take advantage of new features, stability enhancements and improved functionality. This upgrade introduces new components to Saint John's current GIS environment, these components include Portal for ArcGIS and the ArcGIS Data Store. ArcGIS Enterprise presents a security model change which will need to be implemented with the upgrade.

The purpose of this proposal is to provide Saint John with onsite and remote technical consulting support for the upgrade of their existing GIS components as well as installation and configuration of new components and support for implementing the ArcGIS Enterprise identity-based security model.

### Scope Statement / Description of Request

The project will include the following components.

#### Kick-off Meeting

Esri Canada will facilitate a joint project kick-off meeting to be held remotely via web conference. The purpose of the kick-off meeting is to confirm the requirements for the project. Saint John will be responsible for identifying the components of the GIS environment that require an upgrade. Esri Canada will review the System Requirements and security model of ArcGIS Enterprise with Saint John to ensure all will be met prior to coming onsite. Results from the kick-off meeting will be used to prepare an agenda for the onsite consulting.



### **Onsite Consulting Support**

An Esri Canada consultant will travel to Saint John to work directly with GIS and IT personnel over the course of 4 days (32 hours) to perform the upgrade and work towards implementing configurations.

Saint John currently has a multi-machine deployment of ArcGIS Server hosting private and public services. The Esri Canada consultant will work with Saint John personnel to confirm the component upgrades as well as install and configure Portal for ArcGIS and the ArcGIS Data Store for the infrastructure supporting internal applications. Onsite consulting activities will include, but not be limited to:

- Installation of ArcGIS Enterprise components on no more than two servers.
  - Including knowledge transfer on how to add additional ArcGIS Server machines to account for additional capacity if required.
- Implement and configure identity-based security model.
- Configure distributed collaboration between on premises ArcGIS Enterprise and ArcGIS Online Organization.
- Perform knowledge transfer to Saint John personnel on options for migrating services to ArcGIS Enterprise, including the potential of leveraging the Web Map.
- Perform ArcGIS Enterprise and Geodatabase administration knowledge transfer session.
- Identify Geodatabase administrative tasks that will be incorporated into a scheduled script.
  - Development of this script will occur remotely.

### **Remote Consulting Support**

Following the onsite consulting support, Esri Canada will provide 32 hours of remote consulting support. Remote consulting support will be used to develop a script to automate the ArcGIS Enterprise and Geodatabase administration tasks identified while onsite in the knowledge transfer session. The script will include logging to enable auditing. Esri Canada will deploy the script on Saint John's GIS environment remotely for testing.

Additionally, the remote support will be used to provide ongoing support to Saint John as its personnel become familiar with administration of ArcGIS Enterprise.

### **Special Constraints/Considerations:**

- The upgrade will take place on net-new server infrastructure, in parallel with Saint John's existing production environment.
- The upgrade process will focus on upgrading the GIS infrastructure supporting internal users only. Esri Canada assumes that the Saint John will continue with its migration of public applications to ArcGIS Online on its own.
- Saint John will be responsible for providing meeting facilities for the duration of the onsite support time with internet, telephone and computer projection capabilities.

- Saint John will ensure all system requirements for ArcGIS Enterprise 10.6.1 have been met for all ArcGIS Server virtual machines prior to onsite visit, system requirements can be found here; <http://enterprise.arcgis.com/en/system-requirements/latest/windows/arcgis-server-system-requirements.htm>
  - Esri Canada recommends a minimum of 16GB of RAM for ArcGIS Servers
- Esri Canada will not be responsible for troubleshooting historical Geodatabase performance issues.
- Esri Canada personnel will be provided remote access to Saint John's GIS environment with administrator privileges to facilitate support and script development.

## Planned Resources

Saint John Project Resources	
Resource Name	Role
Yves Leger	GIS Manager Project Sponsor
TBD	GIS SME
TBD	IT SME
Esri Canada Project Resources	
Resource Name	Role
Heather Noakes	Senior Consultant

## Deliverables & Cost Summary

Role of Consultant name	Hourly Rate	Hours	Total Estimated Cost
Senior Consultant	\$170	64	\$10,880
Travel	\$85	9	\$765
Travel Expenses			\$1,500
<b>Total Consulting Cost</b>			<b>\$13,145</b>

**\*Note:** Target dates will be confirmed upon acceptance of this proposal.

## Service Type:

☒ Time and Materials

T&M consulting services will be conducted under the following conditions:

- In the event Esri Canada completes the Scope of Services for less than the upper limit budget, City of Saint John will only be invoiced for the actual hours expended.
- In the event Esri Canada reaches the upper limit budget limit before the Scope of Services is completed, the City of Saint John will have the option to either (a) increase the contract funding



in order to allow the work to continue; or (b) instruct Esri Canada to stop work. If the City of Saint John chooses to stop work, Esri Canada will do so without liability.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by the City of Saint John in writing beyond the scope of this quote, Esri Canada will provide an updated quote. Esri Canada will perform and invoice services on a time and materials rates specified for the performance period. Labor and direct costs will be invoiced on a monthly basis for actual hours and expenses expended during the previous month.

Esri Canada reserves the right to re-allocate resources to appropriately fit the scope of services as long as doing so does not exceed the fixed upper limit.

### **Payment Terms & Conditions**

1. Costs are quoted in Canadian funds.
2. Payment must be made within 30 days of Customer's receipt of an Esri Canada invoice.
3. If any estimated expenses or estimated travel disbursements for Esri Canada employees are described above, they will be invoiced at actual cost.

### **Project Contact Information**

#### **Customer Contact Name and Address:**

Yves Léger  
Manager, Geographic Information Systems / Data Analytics / Open Data  
City of Saint John  
15 Market Sq.  
PO Box 1971  
Saint John, NB E2L 4L1

#### **Esri Canada Address:**

1133 Regent St, Suite 105A  
Fredericton, NB E3B 3Z2

#### **Esri Canada Contact Name**

Nick DeMerchant, Account Manager



## SERVICE REQUEST TERMS AND CONDITIONS

Services to be provided by Esri Canada Limited ("**Esri Canada**", **we**", **"us"** or **"our"** as applicable) under this Esri Canada Consulting Service Request Order ("**Order**") to the customer named under the Order ("**Customer**", **"you"** or **"your"** as applicable) are subject to the following terms and conditions ("**Agreement**"):

### PERFORMANCE STANDARDS

1. Esri Canada will provide the services described in the Order ("**Services**") in accordance with this Agreement.
2. Esri Canada will ensure that all persons we employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.

### WARRANTIES AND DISCLAIMERS

3. Esri Canada warrants the Services we provide to you will be materially consistent with the Services description in the Order.
4. Esri Canada warrants the Services we provide to you will be performed using commercially reasonable care and skill.
5. You understand and agree that these warranties are the exclusive or only warranties given by Esri Canada for the Services. These exclusive warranties replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Except for these exclusive warranties all Services we perform are provided "as is".
6. You are solely responsible for the manner of your use of the Services we provide and you agree that Esri Canada will have no obligation or liability to you under this Agreement for your use of the Services.

### DELIVERY PERIODS AND ACCESS

7. You agree that any dates or time periods Esri Canada provides for the performance of Services under this Order are estimated dates or time periods which we may extend to account for any delays caused by you or by any event or circumstance outside our control.
8. We may request access to your premises or infrastructure to perform the Services. If we make this request you must allow us reasonable access as applicable to enable us properly perform the Services. If you require us to meet any of your applicable access requirements including security requirements, you must inform us in writing of any such requirements.

#### ACCEPTANCE

9. If you do not inform us otherwise in writing within 10 days following our delivery of the Services to you, we will treat the Services as properly performed and accepted by you.

#### CONFIDENTIALITY

10. Each party acknowledges that it may receive confidential information from the other party during the course of our performance of the Services and this Agreement.
11. Confidential information will only include such information classified as confidential by the disclosing party or should reasonably be regarded as confidential.
12. Confidential information will not include any information which is:
- (i) publicly available at the time of disclosure; or
  - (ii) subsequently becomes publicly available through no fault of the receiving party; or
  - (iii) is lawfully obtained by the receiving party from another third party without any obligation of confidentiality.
13. Each party receiving confidential information agrees:
- (i) to maintain the secrecy of the other party's confidential information;
  - (ii) to use such confidential information only for the purpose of performance of this Order;
  - (iii) not to disclose such confidential information to any other person except for those who need to know such information because of the performance of the Services and to bind such persons in writing to keep such information confidential.

#### PRIVACY

14. Esri Canada will not require any personal information from you for our performance of the Services unless we expressly say so in the Order. If we agree to accept any personal information from you under this Agreement, you must inform us in writing every time you deliver such personal information to us during the course of this Agreement.

#### PAYMENT, TRAVEL AND EXPENSES AND TAXES

15. You must pay Esri Canada the prices we have quoted in the Order for the Services in accordance with the pricing and payment terms set out in the Order and this Agreement
16. Except quoted in this Order, our prices do not include travel and expenses.

17. The prices we quoted for the Services do not include any provincial, local, and other taxes (except for income taxes payable by us). If such taxes become applicable to the Services, you must pay any such applicable tax as soon as you receive our written notice that such tax is due.

#### NON-HIRE OF CONTRACTOR PERSONNEL

18. You will not solicit for hire any Esri Canada personnel or technical staff, who are associated with the Services we provide under this Order, for a period of one (1) year after such Services are provided.

#### NON-RESTRICTION OF CONTRACTOR BUSINESS

19. You understand that Esri Canada also provides professional services for businesses other than yours including businesses in the same industry as yours. You agree that this Order does not prohibit Esri Canada from representing or performing professional services for such other businesses.

#### LIMITATION OF LIABILITY

- 20. Esri Canada's entire liability for all claims in the aggregate arising from our performance of this Agreement or your use of the Services we provide will not exceed the amount of any actual direct damages up to the amounts paid for any such Services that are the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Esri Canada, its subsidiaries and contractors. Esri Canada will not be liable for special, incidental, exemplary, indirect or economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings.**

#### GOVERNING LAW AND JURISDICTION

21. The performance of this Order and this Agreement is governed by the laws of the Province or Territory where the Services are performed and the applicable laws of Canada.
22. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the applicable arbitration laws and within the jurisdiction of the Province or Territory where the Services are performed.

#### ACKNOWLEDGMENT

23. You acknowledge receipt and accept that the terms and conditions of this Agreement form our entire agreement.

**Any amendments to this Agreement must be in writing under a separate agreement created for such purpose and signed by an authorized representative of each party.**



For clarity, any additional or superseding terms contained in any purchase order or other standard form documentation issued by you during the ordering process, other than non-conflicting product descriptions, quantities and pricing, are void and of no effect. No such terms override the terms of this Agreement irrespective of the date of issuance of such ordering process documentation or any signature, performance or action by Esri Canada.

#### APPROVAL SECTION

Customer approval for Esri Canada to begin work in accordance with the requirements of this Order and the terms and conditions of this Agreement.

#### Customer:

By:

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Signature

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Name and Position

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Signature Date

#### Esri Canada Limited:

By: 

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Signature - Craig MacLachlan, Professional Services Manager

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Sept 27, 2018  
Signature Date