CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH WOOLPERT, INC.
AGREEMENT NUMBER _____

This "Agreement" is made as of this ____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City" or "Licensee"), and Woolpert, Inc., an Ohio corporation ("Consultant" or "Woolpert").

RECITALS

A.　City desires technical and functional support to implement a new Enterprise Asset Management System ("EAMS") to manage capital assets for multiple City departments.

B.　City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibits A and C to this Agreement.

C.　Azteca Systems, LLC owns the EAMS ("Cityworks") software which will be licensed to Consultant and sublicensed to City under this Agreement. The sublicense and software maintenance support terms are set forth in Exhibit C to this Agreement.

D.　Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

E.　The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1.　SCOPE OF SERVICES, SOFTWARE LICENSE AND MAINTENANCE SUPPORT

A.　Consultant shall provide to City the Cityworks Software implementation services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement.

B.　Consultant, acting purely as an administrative/facilitating agent for City and Azteca through a subcontract between Woolpert and Azteca, agrees to provide a Azteca Cityworks Software license and Software maintenance support to City as described in Exhibit C. The Software license and maintenance support are subject to the terms set forth in Exhibit C. City agrees that with respect to the provision and performance of Cityworks Software and maintenance support by Azteca, Woolpert shall

have no liability to City and that City shall look solely to Azteca for performance; provided that the subcontract between Woolpert and Azteca requires that Azteca provide the Software license and maintenance support to City for the duration of the term of this Agreement and Woolpert assists City as facilitating agent. In the event of any conflict between this Agreement and Exhibits A, B, and C, the order of precedence shall be as follows: this Agreement, Exhibit C, Exhibit A, and Exhibit B.

2.   COMPENSATION

a.   City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibits B and C. Exhibit B sets forth implementation fees and Exhibit C sets forth Software and maintenance support fees which Consultant agrees and represents shall be provided to City at no markup. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B. Invoices for Software and maintenance support shall include invoices from Azteca to Consultant, demonstrating that the charges presented to City are without markup.

b.   The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c.   Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid hereunder shall in no event exceed the sum of one million, six hundred forty one thousand, seven hundred eight dollars and zero cents ($1,641,708). The City's Chief Financial Officer is authorized to pay all proper claims from the Charge Numbers listed below as follows:

Woolpert Implementation Fee:

Departments	Department Acount	Fee Allocation
Water	55740	$670,400
TPW	TBD	$195,261
Recreation and Parks	090100	$61,938
Facilities	TBD	$51,384
Storm Water	330507	$28,079
Parking	050801	$20,646
Facilities Asset Register		$49,000
Total		$1,076,708

License fees are defined in Exhibit B

Professional Services Agreement
Form approved by the City Attorney 8-1-15

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the negligence, active negligence or intentional misconduct of City or Azteca.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall

not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b.   Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c.   Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6.   ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7.   NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Jeannine Sarragossa
69 Stony Circle
Santa Rosa, CA 95401
jsarragossa@srcity.org
707.543.3159

Consultant Representative:

Dave Feuer, PMP, MIAM
116 Inverness Drive East Suite 105 |
Englewood, CO 80112
dave.feuer@woolpert.com
720.279.3712

8.   INDEPENDENT CONTRACTOR

a.   It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be

entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

        b.   It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

        c.   If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

        d.   The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9.   ADDITIONAL SERVICES

        Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10.   SUCCESSORS AND ASSIGNS

        City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a.   This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b.   City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c.   City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

d.   In the event that City breaches any material term set forth in Exhibit C, and the breach is not cured within 30 days of written notice thereof by Consultant, or the Cityworks Software is no longer commercially offered for license or maintenance, Consultant may, as applicable, terminate this Agreement, or that component thereof, upon notice to City, without breach of Agreement or liability to City. If this Agreement is terminated for other than City's breach of Exhibit C, City shall have the right to continue to use the Software subject to the terms and any intellectual property right restrictions set forth in Exhibit C.

12. TIME OF PERFORMANCE

Implementation of the EAMS shall be completed by Consultant not later than 18 months from the date this Agreement is made. The License and Support provided herein shall commence on July 1, 2018 and shall continue through June 30, 2023.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this

Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14.   CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15.   CONFLICT OF INTEREST REQUIREMENTS

a.   **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b.   **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:
_____ yes __x__ no *(check one)*

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

(1)   Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

(2)   Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure

under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16.   CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17.   CONSULTANT INFORMATION

a.   With the exception of the Software, routines, source code, and documentation pertaining to such items, including the Cityworks products and services licensed in Exhbit C, City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b.   Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c.   All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the

date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.   The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18.   MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b.   Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c.   Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d.   Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e.   Governing Law; Venue.   This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be

construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation formed and in good standing under the laws of the State of Ohio, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

WOOLPERT, INC.
an Ohio Corporation

CITY OF SANTA ROSA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

Print Name: DAVID FEUER

Title: Vice President

By: _____

Print Name: Joseph K McClintic

Title: Vice President

City of Santa Rosa Business Tax Cert. No.

DEEC IJ8m 4D
_____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Office of the City Attorney

ATTEST:

_____
City Clerk

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Compensation
Exhibit C - Software License and Maintenance Terms

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	$ 1 million per occurrence $ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.**
2. Business auto coverage	$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	$ 2 million per claim $ 2 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for five (5) years after completion of work.
4. Workers' compensation and employer's liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.
5. Cyber Liability	$ 2 million per occurrence $ 2 million aggregate	Covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion

Attachment One to Technology Agreements
Form approved by the City Attorney 8/22/16

and network security. Such coverage is required if any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Consultant is engaged with City for such length of time as necessary to cover any and all claims.

B.   Endorsements:

1.   All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2.   Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

   a.   For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,

   b.   **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C.   Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D.   Other Insurance Provisions:

1.   No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

2.   All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3.   Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above $10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.

4.   Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

5.   City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A – Scope of Services

Overview of Scope

In the fall of 2016, the City of Santa Rosa (City) solicited Request for Proposal #16-87 for Enterprise Asset Management Software. The solicitation requested that respondents propose a software solution as well as a plan for its implementation. Necessary details for a firm-fixed implementation scope of services were not available at the time, so Woolpert was unable to set a fixed price at the time of our submittal. Woolpert submitted a proposal on November 28, 2016 describing the proposed Cityworks Asset Management Software (AMS) solution and our standard software implementation approach. In our proposal, we provided a range of pricing for our typical project tasks given the information that could be gleaned from the RFP and subsequent addenda documents.

The City short-listed Woolpert and invited our team to interview for the project on March 29-30, 2017. During the interview, Woolpert and the City project teams communicated openly about possible implementation approaches. Woolpert's typical implementation approach includes many standard tasks, but can also include several valuable, optional tasks, as deemed necessary. Woolpert explained each of these tasks to the City and described how they are executed such that they result in maximum value. Also during the interview, the City communicated their enterprise system integration requirements and legacy data migration expectations. Each of these items, particularly the integrations, presented a level of complexity that was not apparent in the pre-proposal City-supplied documents.

After the interview, the City notified Woolpert that they intended to select our proposed solution and to negotiate an implementation scope of services to include all the tasks deemed necessary to assure a successful implementation. Woolpert lead a one-day workshop with each Division on-site to talk through more detailed requirements. Additionally, Woolpert engaged our development team to perform discovery regarding the requested system integrations. Woolpert requested, received and reviewed information provided by the City. Woolpert facilitated several rounds of discussions with the City team to develop the first draft of the implementation plan and pricing. With the feedback provided by the City team, Woolpert has adjusted the plan and pricing and created this detailed scope of services document to describe our proposed implementation.

Proposed Scope of Services

Technical Approach

Woolpert has developed a five-phased approach to implementing content rich enterprise asset management solutions. Each of the five technical phases are executed in conjunction with continuous Project Management, Knowledge Transfer & Change Management, and Quality Management activities. Deliberate execution of each phase, with continuous client involvement and feedback enables Woolpert to ensure a successfully planned, designed, configured, and deployed asset management solution that is used and useful immediately upon "Go-Live", provides for the tools and resources needed to support current and planned asset management activities, and provides the means to monitor and measure continuous improvement activities.

Each of our five phases are performed in order, with specific phase deliverables achieving client sign-off in each of the appropriately defined tasks or sub-tasks. The culmination of each phase is solidified by a Phase Acceptance and Close-out process that signifies delivery and acceptance of the Phase Tasks / Sub-Tasks for the particular phase being requested for Close-out.

Each of the five phases, depicted in the following Implementation Phase diagram, are presented in detail in the subsequent sections of this Statement of Work document.
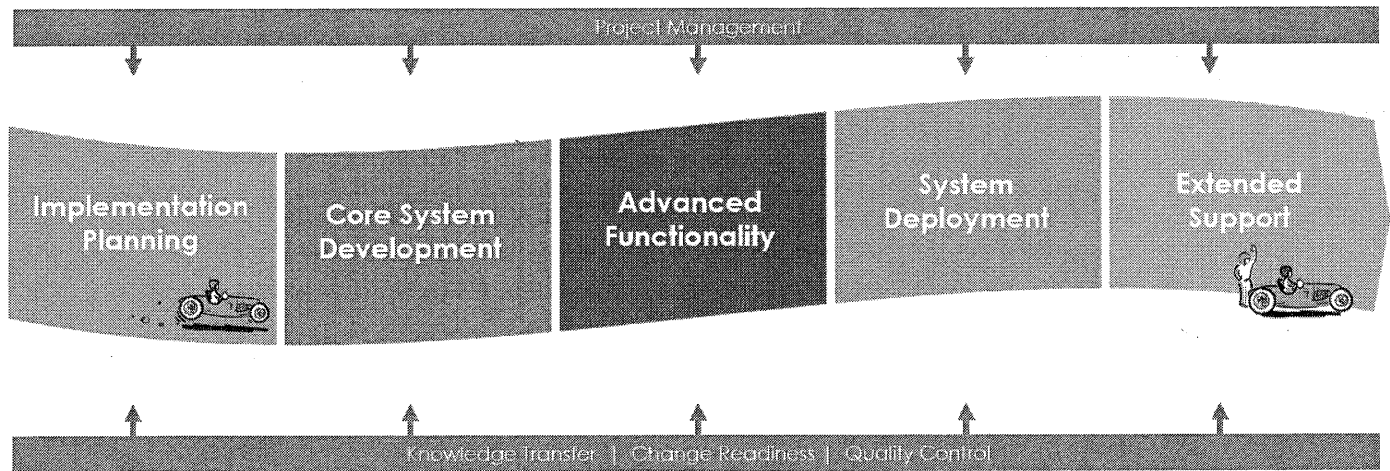
Implementation Phases

This scope of services is based on the following bounding assumptions:

- Both parties recognize assumptions have been made around the specific limited quantities listed below and will work together to find agreeable solutions to mitigate risk and meet the requirements of the project.
- The City has provided 275 asset types that need to be tracked in Cityworks.
- Up to 3,300 work order templates will be configured.
- Up to 8 inspections templates will be configured with up to 50 inspection fields in total for these inspections that result in condition scores. More fields may be needed or business processes may require a change to how inspections are performed based on best practices.
- Service requests will be configured in Cityworks. For this project, service requests will have a Description configured, but no other pre-defined details will be configured such as question and answers, Submit To and Dispatch To. Both parties recognize additional investigation is required to define the requirements of service requests and a change order may be required.
- The following Divisions are assumed to be part of the project:
  - Water Distribution and Recycled Water
  - Wastewater Collections
  - Wastewater Treatment (Maintenance)
  - Wastewater Treatment (Operations)
  - Water Treatment (Operations)
  - Water Treatment (Maintenance)
  - Storm Water
  - Public Facilities and Maintenance
  - Streets
  - Parks and Recreation
  - Parking
- End user training will employ a Train-the-Trainer approach. Woolpert will train trainers and support trainers as they lead their first class. City personnel will provide all end user training beyond those efforts.
- Two Go-Live deployments are planned. The Divisions that will be part of each deployment will be mutually agreed-upon during the project. The scoped go-live efforts assume two equal sized deployments. Should one go-live effort be larger than the other, Woolpert will revise the scope the efforts (tasks and durations) to accommodate the size of each group. It is assumed that the total effort defined in this scope of work will be sufficient to cover the total effort for the two go-lives.
- The City will assign a Project Manager to schedule City resources for tasks, ensure that the appropriate City resources participate in workshops and that City-owned tasks are executed per the project plan.
- The City will assemble a Core Team that will participate in all key project tasks. The Core Team is considered the power users that will serve as key Cityworks subject matter experts throughout the project and post-implementation.

- The City will utilize the Cityworks mobile solutions, either web-based or native mobile applications. There are many third-party applications available for using Cityworks in a field environment. During Pre-Planning Discovery and the Business Process Reviews, Woolpert will evaluate the City's mobile requirements and make recommendations as to the most appropriate mobile solution to meet the City's field crew's needs. Woolpert's recommendation may be for the City to employ a third-party mobile solution. It will be up to the City to decide if they want to consider third-party tools to streamline using Cityworks for specific crews. If the City decides to use third-party tools, additional licensing fees and implementation effort may be required.
- Cityworks Storeroom is not part of the implementation. The City will use its existing IFAS solution for inventory management and that solution will be integrated with Cityworks.
- The Woolpert Change Control process will be adopted as described below.
- Anywhere that business days are referred to in the SOW means City business days.
- Integrations and data migration are an area of uncertainty that may lead to a future change orders.

Change Control

This section defines how changes to the original objectives and/or deliverables defined in this Statement of Work will be handled. Both Woolpert and the Client recognize that changes are a normal part of the project life cycle. Woolpert believes that managing change to project scope, cost, and schedule are critical to a project's success and employs a comprehensive approach to change control. Woolpert's established change control process is documented as follows:

Any project team member (Client or Woolpert) may initiate a Change Request whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member will use a Change Control Notice (CCN) form as appropriate for the change:

- Agreement to a Change Request signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
- Changes will be identified and communicated by/to the respective Project Managers by any of the prescribed communication channels. Change Requests may be introduced via verbal conversation or other form of communication but must be supported by the appropriate CCN document.
- All CCN's will be signed by both the Client and Woolpert Project Managers to indicate acceptance of the changes.
- All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving Change Requests, as any delays to work in progress caused by a CCN may impact the overall project schedule and budget.

All request changes should be managed from their initiation through to their completion (acceptance or rejection) within five (5) business days from the start of the process. If the Client and Woolpert project managers cannot reach common agreement on the request change within this time frame, the issue will be elevated to the next level of management (both Client and Woolpert) for resolution. During the resolution process, all downstream project tasks potentially impacted by the requested change will be placed on hold until such time that resolution is achieved.

The following workflow diagram graphically depicts the above detailed process:
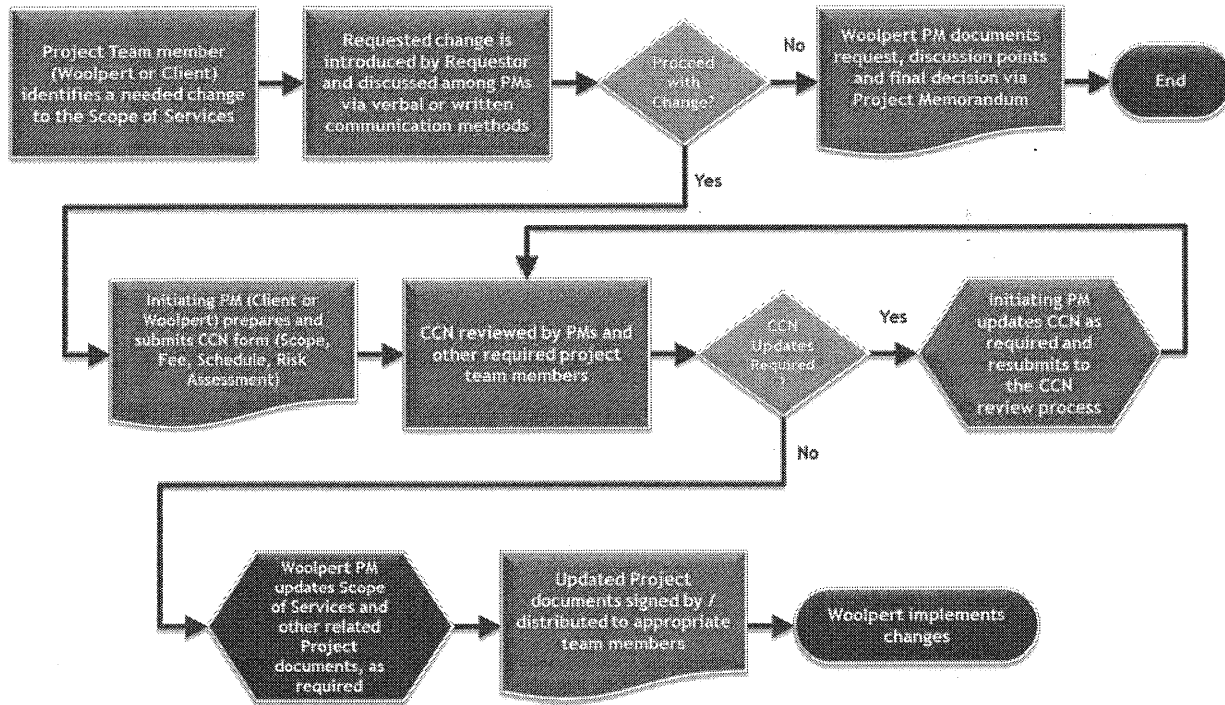
Change Control Process

Each Change Control Notice (CCN) will clearly document the following:

- Date
- Change Control Number
- CCN Initiated By
- Original Scope of Services (language from the original scope that is being considered for change)
- Proposed Change (narrative of the proposed change(s) being sought)
- Schedule Impact (details about the proposed change(s) impact to the overall project schedule
- Fee Impact (details on the proposed change(s) impact to the project budget)
- Risk Assessment (narrative discussion about the risks the proposed change(s) will introduce to the project and the ways in which said risk will be mitigated)
- Acceptance Signatures (Woolpert and Client project managers)

Phase 1: Program Management

An Enterprise Asset Management system implementation is a complex endeavor that presents a variety of technical and organizational challenges that will need to be identified, analyzed, understood, and continually managed to ensure a successful outcome. Woolpert's Project Management approach provides for the resources and tools needed to successfully manage the project through all phases / processes, including:

- **Initiation.** project authorizations and expectations
- **Planning.** project definitions, objectives, deliverables, analysis of alternatives
- **Execution.** coordination of resources, quality management, product and service delivery
- **Monitoring and Controlling.** monitoring and measuring to identify variances and imitate corrective actions
- **Close-Out.** acceptance of project deliverables and results
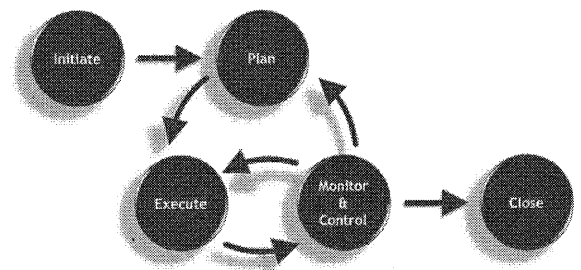
Project Life-Cycle Process Groups

To fulfill each of these objectives, Woolpert will employ the different project management tools described in the following sections:

Task 1.1: Provide Written Notice to Proceed (Client-Owned Task)

Project start-up activities will commence upon receipt of a Written Notice to Proceed issued to Woolpert from the City contracting authority. Project start-up activities include optimizing the project schedule, finalizing any outstanding modifications to the proposed scope of series, setting up internal systems and controls, scheduling the Project Kick-Off Meeting, and locking in implementation resources.

Task 1.2: Project Administration

Woolpert's project manager will facilitate the following project administrative activities on a recurring basis throughout the life-cycle of the project:

- Develop, in cooperation with the Client's project manager, a project plan and schedule;
- Proactively manage and update project plan and schedule, as required, throughout the duration of the project. Project plan and schedule modifications will be facilitated upon common agreement between the Client and Woolpert in accordance with the issue control process detailed in the project plan;
- Coordinate project events with the Client's project manager and Woolpert team members;
- Author, edit, review, and distribute project documentation and technical reports as required;
- Facilitate in-process review meetings with the Client's project manager, committees, management, and end-users as scheduled, and appropriate, throughout the duration of the project;
- Maintain a secure project collaboration web site to post project schedule details, in-process tasks and responsible parties, technical documentation, as well as other project collaboration tools;
- Perform miscellaneous project administration (e.g. arrange travel, internal project updates); and
- Anticipate problem areas and propose and facilitate solutions

Deliverables

- Draft and final project plan
- Monthly project status reports
- On-going project management, including resource allocation, invoicing and general consulting
- Password protected project collaboration environment and issue log management

Assumptions

- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client
- Twenty-one (21) months of project management services will be provided

Client Responsibilities

- Assemble a team of domain and technical experts and have representation of all divisions / work groups involved throughout all phases of the project
- Provide a point of contact for all project management issues and questions
- Review, comment and accept draft project work plan within five days of document delivery
- Schedule appropriate internal staff and provide facilities for on-site meetings and off-site conference calls
- Review and accept project status reports, or otherwise provide comments on same within a reasonable time frame

Related Sub-Tasks

1.2.1	Hold Project Planning Meeting	off-site
1.2.2	Develop RAPP Plan	off-site
1.2.3	Develop Draft Project Plan	off-site
1.2.4	**Review Project Plan (CLIENT-OWNED TASK)**	**Client**
1.2.5	Finalize Project Plan	off-site
1.2.6	Manage Project Website	off-site
1.2.7	Monthly Billing	off-site

1.2.8	Ad-Hoc Client Meetings	off-site

Task 1.3: Ongoing Project Management Tasks

Ongoing project management tasks include scheduled meetings between the Woolpert and City Project Managers, and other project participants, as included by their respective project managers, Woolpert internal resource meetings to ensure Woolpert project resource communication and coordination, and periodic project schedule coordination and updates.

Formal project management meetings will be held monthly. Included in the project management meetings will be the Woolpert and City Project Managers as well as any Woolpert or City resources that the respective Project Managers deem necessary for a meeting. The Woolpert Project Manager will produce and circulate the notes from the monthly project manager meetings.

Woolpert will hold internal project resource meetings on a bi-weekly basis. Given the number of Woolpert resources expected to participate in this project, it is critical that these resources communicate and coordinate their efforts throughout the project. No notes will be produced to document internal project meetings. Woolpert highly recommends that the City establish similar internal project resource meetings to ensure similar communication and coordination of City resources.

Woolpert Project Manager will update the project schedule monthly. Schedule updates that require communication to the City team will be discussed at the monthly project managers meeting.

Deliverables

- Woolpert to facilitate monthly project manager meetings. Meeting will be facilitated onsite, if the necessary Woolpert resources are in Santa Rosa during the scheduled meeting, or via WebEx / teleconference. Woolpert will produce notes from meetings and post them to the project website.
- Woolpert to perform monthly project schedule updates and present changes at the monthly project managers meeting.

Assumptions

- Work will be performed remotely unless the required Woolpert resources happen to be onsite for the tasks.
- Twenty-one (21) months of project management services will be provided based on the confirmed date of the project kickoff meeting.

Client Responsibilities

- City Project Manager will attend and actively participate in the project managers meeting.
- City Project Manager will communicate information from the meetings to the appropriate City project team members.

Related Sub-Tasks

1.3.1	Bi-Weekly Internal Project Meeting	N/A
1.3.1.1	Bi-Weekly Internal Project Meeting 1	off-site
1.3.1.2	Bi-Weekly Internal Project Meeting 2	off-site
1.3.1.3	Bi-Weekly Internal Project Meeting 3	off-site
1.3.1.4	Bi-Weekly Internal Project Meeting 4	off-site
1.3.1.5	Bi-Weekly Internal Project Meeting 5	off-site
1.3.1.6	Bi-Weekly Internal Project Meeting 6	off-site
1.3.1.7	Bi-Weekly Internal Project Meeting 7	off-site
1.3.1.8	Bi-Weekly Internal Project Meeting 8	off-site
1.3.1.9	Bi-Weekly Internal Project Meeting 9	off-site
1.3.1.10	Bi-Weekly Internal Project Meeting 10	off-site
1.3.1.11	Bi-Weekly Internal Project Meeting 11	off-site
1.3.1.12	Bi-Weekly Internal Project Meeting 12	off-site
1.3.1.13	Bi-Weekly Internal Project Meeting 13	off-site
1.3.1.14	Bi-Weekly Internal Project Meeting 14	off-site

1.3.1.15	Bi-Weekly Internal Project Meeting 15	off-site
1.3.1.16	Bi-Weekly Internal Project Meeting 16	off-site
1.3.1.17	Bi-Weekly Internal Project Meeting 17	off-site
1.3.1.18	Bi-Weekly Internal Project Meeting 18	off-site
1.3.1.19	Bi-Weekly Internal Project Meeting 19	off-site
1.3.1.20	Bi-Weekly Internal Project Meeting 20	off-site
1.3.1.21	Bi-Weekly Internal Project Meeting 21	off-site
1.3.1.22	Bi-Weekly Internal Project Meeting 22	off-site
1.3.1.23	Bi-Weekly Internal Project Meeting 23	off-site
1.3.1.24	Bi-Weekly Internal Project Meeting 24	off-site
1.3.1.25	Bi-Weekly Internal Project Meeting 25	off-site
1.3.1.26	Bi-Weekly Internal Project Meeting 26	off-site
1.3.1.27	Bi-Weekly Internal Project Meeting 27	off-site
1.3.1.28	Bi-Weekly Internal Project Meeting 28	off-site
1.3.1.29	Bi-Weekly Internal Project Meeting 29	off-site
1.3.1.30	Bi-Weekly Internal Project Meeting 30	off-site
1.3.1.31	Bi-Weekly Internal Project Meeting 31	off-site
1.3.1.32	Bi-Weekly Internal Project Meeting 32	off-site
1.3.1.33	Bi-Weekly Internal Project Meeting 33	off-site
1.3.1.34	Bi-Weekly Internal Project Meeting 34	off-site
1.3.1.35	Bi-Weekly Internal Project Meeting 35	off-site
1.3.1.36	Bi-Weekly Internal Project Meeting 36	off-site
1.3.1.37	Bi-Weekly Internal Project Meeting 37	off-site
1.3.1.38	Bi-Weekly Internal Project Meeting 38	off-site
1.3.1.39	Bi-Weekly Internal Project Meeting 39	off-site
1.3.1.40	Bi-Weekly Internal Project Meeting 40	off-site
1.3.1.41	Bi-Weekly Internal Project Meeting 41	off-site
1.3.1.42	Bi-Weekly Internal Project Meeting 42	off-site
1.3.2	**Monthly Client Status Meeting**	N/A
1.3.2.1	Monthly Client Status Meeting 1	off-site
1.3.2.2	Monthly Client Status Meeting 2	off-site
1.3.2.3	Monthly Client Status Meeting 3	off-site
1.3.2.4	Monthly Client Status Meeting 4	off-site
1.3.2.5	Monthly Client Status Meeting 5	off-site
1.3.2.6	Monthly Client Status Meeting 6	off-site
1.3.2.7	Monthly Client Status Meeting 7	off-site
1.3.2.8	Monthly Client Status Meeting 8	off-site
1.3.2.9	Monthly Client Status Meeting 9	off-site
1.3.2.10	Monthly Client Status Meeting 10	off-site
1.3.2.11	Monthly Client Status Meeting 11	off-site
1.3.2.12	Monthly Client Status Meeting 12	off-site
1.3.2.13	Monthly Client Status Meeting 13	off-site

1.3.2.14	Monthly Client Status Meeting 14	off-site
1.3.2.15	Monthly Client Status Meeting 15	off-site
1.3.2.16	Monthly Client Status Meeting 16	off-site
1.3.2.17	Monthly Client Status Meeting 17	off-site
1.3.2.18	Monthly Client Status Meeting 18	off-site
1.3.2.19	Monthly Client Status Meeting 19	off-site
1.3.2.20	Monthly Client Status Meeting 20	off-site
1.3.2.21	Monthly Client Status Meeting 21	off-site
1.3.3	**Project Schedule Coordination**	N/A
1.3.3.1	Project Schedule Coordination 1	off-site
1.3.3.2	Project Schedule Coordination 2	off-site
1.3.3.3	Project Schedule Coordination 3	off-site
1.3.3.4	Project Schedule Coordination 4	off-site
1.3.3.5	Project Schedule Coordination 5	off-site
1.3.3.6	Project Schedule Coordination 6	off-site
1.3.3.7	Project Schedule Coordination 7	off-site
1.3.3.8	Project Schedule Coordination 8	off-site
1.3.3.9	Project Schedule Coordination 9	off-site
1.3.3.10	Project Schedule Coordination 10	off-site
1.3.3.11	Project Schedule Coordination 11	off-site
1.3.3.12	Project Schedule Coordination 12	off-site
1.3.3.13	Project Schedule Coordination 13	off-site
1.3.3.14	Project Schedule Coordination 14	off-site
1.3.3.15	Project Schedule Coordination 15	off-site
1.3.3.16	Project Schedule Coordination 16	off-site
1.3.3.17	Project Schedule Coordination 17	off-site
1.3.3.18	Project Schedule Coordination 18	off-site
1.3.3.19	Project Schedule Coordination 19	off-site
1.3.3.20	Project Schedule Coordination 20	off-site
1.3.3.21	Project Schedule Coordination 21	off-site

Task 1.4:   Project Kick-Off Meeting

As soon as is reasonably feasible, following receipt of the Written Notice to Proceed, Woolpert's project manager will work with the Client's project manager to schedule a Project Kick-Off Meeting. This meeting will be facilitated on-site at the Client's facilities for the purpose of: 1) establishing the necessary project management protocols to be adhered to by all stakeholders, 2) reviewing the Client's implementation goals and objectives with all team members, 3) identifying any Client-owned source documentation necessary to support the project, 4) identifying all critical path schedule milestones, and 5) addressing any outstanding scope or schedule questions that Client stakeholders may have. Said meeting shall be of a duration suitable for addressing each of the items previously listed. Development of the kick-off meeting agenda shall be the joint responsibility of Woolpert's and the Client's project managers.

Deliverables

- Kickoff meeting agenda
- On-site project kick-off meeting (half day)

Assumptions

- The activities discussed in this section will begin once a Written Notice-to-Proceed is received from the Client

Client Responsibilities

- Schedule meeting space and supporting technology peripherals suitable for the kick-off meeting
- Coordinate and schedule meeting attendees

Related Stub-Tasks

1.4.1	Prepare Project Kick-Off Meeting Agenda	off-site
1.4.2	**Submit Meeting Agenda to Client PM**	**Milestone**
1.4.3	Prepare Site for Kick-Off Meeting (CLIENT OWNED TASK)	Client
1.4.4	Client PM to Schedule Meeting Attendees (CLIENT OWNED TASK)	Client
1.4.5	Facilitate Project Kick-off Meeting	on-site
1.4.6	Prepare and Submit Meeting Minutes to City	off-site

Phase 2: Implementation Planning

The Implementation Planning tasks are performed for verifying / establishing and documenting a clear purpose for the Cityworks AMS implementation. Functional and technical requirements that were published in the request for proposal and further explained in RFP addenda documents, during and after the short-list interview, are reviewed with Woolpert's implementation team and the City's management and technical team leads to align goals and expectations and to establish critical success factors to measure implementation milestones.

Key Implementation Planning (Phase 2) Deliverables

- Asset Management Software Solution Demonstrations
- Pre-Implementation Planning Discovery Technical Memorandum
- Installation and Test Cityworks
- Business Process Workflow (Best Practices) Documentation
- Conceptual Asset Register

Planning begins with demonstrations of the Cityworks AMS software solution. There will be several demonstrations and Woolpert encourages the City to include as many people as can or want to attend. Demonstrations provide a baseline knowledge on which other planning tasks will build. It also starts valuable discussion about the coming changes.

Woolpert will facilitate a number of Pre-Planning discovery tasks beginning with a desktop audit of pertinent asset management data, followed by a series on-site discovery workshops designed to identify, validate, and document levels-of-service and key asset management program metrics that we will need to configure the solution to support. In those instances where the City does not yet have well-defined performance metrics, the Woolpert implementation team will provide some examples of quality metrics that the City can start with and grow into as use of the system matures over time.

As part of these initial planning efforts, Woolpert will install a sample / configured Cityworks AMS solution either on-site, on the City's servers, or in a cloud environment accessible to the City's project team. This initial system install will be used through all the implementation phases to "teach and train" users how to navigate the system and ultimately use it to their daily benefit. As the project moves through the phases, this initial install will be updated to reflect the configuration decisions made by the City's project team until such time that at "Go-Live" it becomes the Production Environment.

During the Planning Phase Woolpert will facilitate a series of Business Process Review workshops whereby Woolpert works with the City's key technical staff to establish a best practices approach to managing the request, work order, and inspection data that will be captured, routed, acted-upon, and reported within the asset management software application.

Woolpert will facilitate a workshop in which the geodatabase will be reviewed in terms of how it supports asset management best practices for asset and attribute tracking. Woolpert will make recommendations as to how the data structures could be augments to better align with the Cityworks solution and support advanced asset management decision-making. Woolpert will develop a

conceptual data model that the City can incorporate into their geodatabase. Per request of the City during the scoping process, Woolpert will provide effort to develop data migration scripts to load legacy Hansen asset records into the GIS.

Each of the related Implementation Planning Tasks and Sub-Tasks are detailed in the following sections.

Task 2.1: Provide Asset Management Software Demonstrations

Woolpert will facilitate a series of on-site software demonstrations to introduce the City's project team members to the core functionality and features of the Cityworks application. For many of the City's project team members, this will be their first exposure to the new Cityworks software. These demonstrations will provide an initial overview of the features and functions of the new software and will serve as a basis for on-going software training and knowledge transfer that will increase in frequency and complexity as the project progresses through the subsequent design, configuration and deployment phases. The on-site software demonstrations will be facilitated multiple times over a three (3) day period to accommodate project team member schedules and to allow the City to include as many staff members as possible.

Deliverables

- Woolpert will develop a Software Demonstration agenda and provide same to the City PM
- Woolpert will provide five (5) on-site Software Demonstrations, each up to four (4) hours in duration.

Assumptions

- Software Demonstrations will be facilitated using a Woolpert demo environment
- The City's project manager will ensure site readiness and staff participation for the Software Demonstrations
- The City's project manager will provide a conference room or training room with a projector. During the Software Demonstrations, individual computers are not needed for the participants. The software functionality will be demonstrated from the instructor's computer.
- Software demonstrations will be conducted during the same business week (Monday – Friday) as the project kick-off meeting.

City Responsibilities

- City project manager to review and accept agenda for Software Demonstrations
- City project manager to schedule and accommodate the appropriate City project team members such that they are available, without undue interruption, for the required number of days
- Secure an appropriate training facility suitable for participants

Related Sub-Tasks

2.1.1	Develop Agenda	off-site
2.1.2	**Submit Agenda to Client PM**	**Milestone**
2.1.3	Prepare for Orientation	off-site
2.1.4	**Client to Prepare Client Site for Training (CLIENT-OWNED TASK)**	**Client**
2.1.5	On-Site Asset Management Software Demonstrations	N/A
2.1.5.1	Session 1 - Demonstration	on-site
2.1.5.2	Session 2 - Demonstration	on-site
2.1.5.3	Session 3 - Demonstration	on-site
2.1.5.4	Session 4 - Demonstration	on-site
2.1.5.5	Session 5 - Demonstration	on-site
2.1.5.6	**TRIP - Travel for Software Installation and Familiarization Training**	**Trip**

Task 2.2: Facilitate Pre-Planning Discovery

Phase 1

Phases 2 - 4

Phase 5

Review

Define

Design / Build / Maintain

Performance Management Roadmap
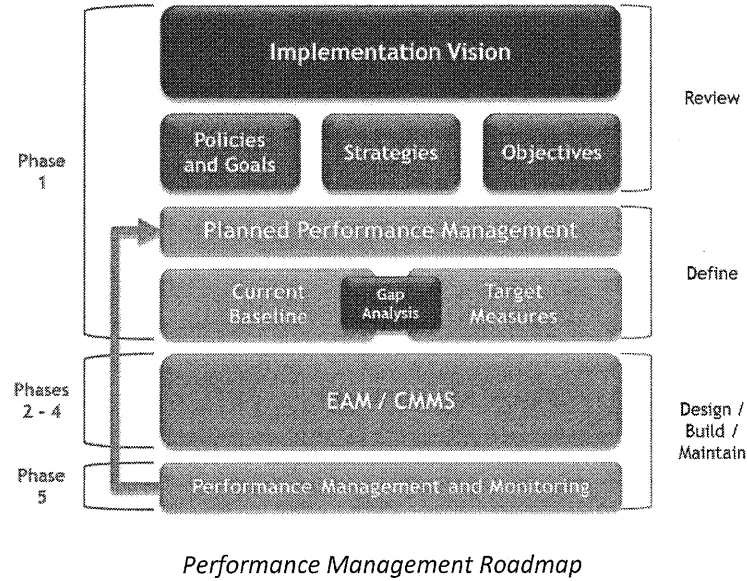
Woolpert will jointly facilitate a series of pre-planning discovery sub-tasks for the purposes of: 1) understanding the City's over-arching corporate asset management objectives and strategies; 2) aligning the City's stated technical and functional requirements with the governing project plan (Request for Proposal, contract, Statement of Work documents); and 3) identifying and documenting any critical performance requirements that have not been adequately addressed to date (critical / unique asset performance measures, system interfaces, unique workflow details, specific reporting requirements, data conversion requirements).

Ultimately, we are utilizing this pre-planning discovery opportunity to engage the City's management team and technical leads to define the target asset performance measures the implemented Cityworks AMS will be required to support. By clearly articulating the organization's implementation vision and aligning this with the corporate policies and goals, strategies, and objectives, we can establish the desired "to-be" position at the very on-set of the project. Woolpert will then compare requirements to the City's current asset management strategy baseline to define the outstanding measures that need to be implemented as part of the overall project. This will clearly establish the "roadmap" our project team and the City's project participants will utilize to navigate the design, configuration, and deployment phases of the project. The **Performance Management Roadmap** in the above graphic illustrates how the pre-implementation planning discovery is used to align implementation goals and objectives and establish the requisite implementation road map.

Any program elements that are discovered during this process that are not part of the Project Plan will be presented to the City's management team for consideration. At their discretion, the City's management team may elect to: 1) have these added to a revised Project Plan for inclusion in the core project implementation; 2) wait to address these issues as part of the Phase 5 – Extended Support; or 3) place them in a "parking lot" for future consideration outside of the scope of this implementation plan. Depending upon the City's decision, Woolpert will make any necessary adjustments to the Project Plan and obtain acceptance from the City.

Deliverables

- Woolpert will prepare a Request for Information and submit it to the City's PM
- Woolpert will perform a desktop review of the data provided by the City's PM
- Woolpert will facilitate a series of discovery workshops, on-site at the City's facilities; workshops and durations are as follows:
    - Enterprise Work Strategy .... 2 hours
    - Water Distribution and Recycled Water .... 4 hours
    - Wastewater Collections .... 4 hours
    - Wastewater Treatment Maintenance Teams .... 4 hours
    - Wastewater Treatment Operations Teams............... 2 hours
    - Water Treatment Maintenance Teams..................... 4 hours
    - Water Treatment Operations Teams .... 2 hours
    - Storm water.. 2 hours
    - Public Facilities and Maintenance............................ 2 hours
    - Streets .... 2 hours
    - Parks and Recreation... 2 hours
    - Parking.. 2 hours
    - Data Conversion .... 12 hours

- Woolpert will document the workshop discussions and finding in the form of a Technical Memorandum and submit it to the City's PM
- Woolpert will facilitate a remote conference call meeting with the City team to review the contents of the Technical Memorandum

Assumptions

- Onsite workshops will span no more than two (2) business weeks and one of those business weeks will be the same as the kick-off meeting and software demonstrations (Task 2.1)
- The City's project manager will provide the Data gathered from the Request for Information no later than one (1) week prior to the scheduled pre-discovery workshops
- All activities, other than the actual workshop will be performed remotely
- The City's project manager will ensure site readiness and staff participation for the workshop
- Woolpert will recommend a mobile option for each crew within our documentation.

City Responsibilities

- The City's PM will facilitate the data gathering process to collect the information detailed in Woolpert's RFI
- The City's PM will secure appropriate meeting facilities in which Woolpert will conduct the workshops
- The City's PM will schedule all City workshop attendees
- All identified City workshop attendees will actively participate in the on-site meetings without undue interruption
- The City's PM and technical project team members will review the Technical Memorandum and provide feedback to Woolpert in a timely fashion
- The City's PM and technical project team members will participate in a remote conference call review meeting with the Woolpert PM

Related Sub-Tasks

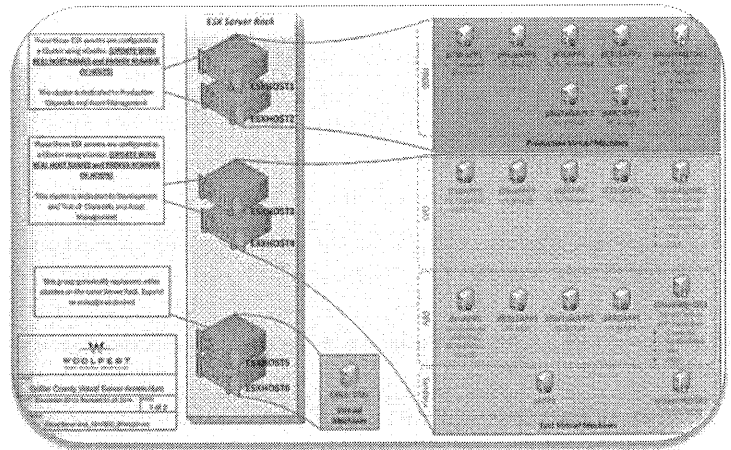| 2.2.1	Prepare for On-Site Discovery and Enterprise Work Strategy Workshops	on-site
2.2.1.1	Perform Desktop Audit of Collected Information	off-site
2.2.1.2	Prepare Workshop Agendas	off-site
2.2.2	Facilitate Pre-Planning Discovery and Enterprise Work Strategy Workshops	N/A
2.2.2.1	Project Stakeholders Meeting	on-site
2.2.2.2	Enterprise Work Strategy Workshop	on-site
2.2.2.3	Water Distribution and Recycled Water	on-site
2.2.24	Wastewater Collections	on-site
2.2.2.5	Wastewater Treatment (Operations)	on-site
2.2.2.6	Wastewater Treatment (Maintenance)	on-site
2.2.2.7	Water Treatment (Operations)	on-site
2.2.2.8	Water Treatment (Maintenance)	on-site
2.2.2.9	Storm Water	on-site
2.2.2.10	Public Facilities and Maintenance	on-site
2.2.2.11	Streets	on-site
2.2.2.12	Parks and Recreation	on-site
2.2.2.13	Parking	on-site
2.2.2.14	Data Conversion Review	on-site
2.2.2.15	**TRIP - Kickoff, Pre-Planning Discovery**	**Trip**
2.2.3	Document Workshop Findings	N/A
2.2.3.1	Document Pre-Planning Discovery Findings	off-site

2.2.3.2	Develop Enterprise Work Strategy Memorandum	on-site
2.2.3.3	**Submit Pre-Planning Discovery Findings and Enterprise Work Strategy to Client PM**	**Milestone**
2.2.3.4	Client to review PPD Findings Document (CLIENT OWNED TASK)	Client
2.2.3.5	Facilitate Remote Review Meeting	off-site

Task 2.3: Install and Test Cityworks

This task includes installing the core Cityworks AMS software, other supporting applications, and a pre-configured sample Cityworks database within the City's networked environment. Alternatively, Woolpert can establish this installation in a hosted environment. Prior to beginning the installation, Woolpert will provide a full readiness checklist to the City's IT staff to ensure the application and database servers are prepared in advance through the installation and configuration of the requisite operating system, relational database, and web services applications, along with any additional City-specific security and system administration applications. The readiness checklist will include recommendations / minimum requirements for hardware and software specifications suitable for supporting the Cityworks solution. Prior to coming onsite to perform the Cityworks installation, Woolpert will meet with the City to review the GIS architecture options and the pros and cons of each option. Woolpert will perform the necessary Cityworks software

Example Virtual (VM) Server Diagram Supporting a 4-Tier AMS Solution Deployment

installation, testing and configuration required to ensure a successful deployment within the City's on-premise sandbox or development environment. At this time, Woolpert will request the provision of application and database servers to support an n-tier environment consistent with the City's established IT policy. At a minimum, Woolpert envisions a total of three environments – Development (DEV), Testing (TEST), and Production (PROD). Woolpert will deploy a System Implementation Specialist on-site to assist the City's IT technical staff with the installation and configuration of the various Cityworks environments. Woolpert's Implementation Specialist will provide system administration knowledge transfer and training (software installation, configuration, back-up and recovery) to the City's identified system administrators.

In addition to installing and testing Cityworks, Woolpert's Implementation Specialist and Project Manager will conduct a GIS architecture review meeting. The purpose of this initial GIS meeting is to ensure that Woolpert staff and City GIS staff understand the environments and services that will be utilized for the configuration of Cityworks. Woolpert will develop a findings and recommendations memorandum based on this workshop

Deliverables

- Cityworks and hardware specifications documentation for the City to review
- Woolpert will facilitate a remote system specifications review with the City's IT team
- Woolpert will perform on-site installation, configuration, and testing of the core Cityworks software applications and databases in the City's on-premise network environment (Test and Development)
- Woolpert will provide Cityworks software installation and back-up training to the City's system administrators during the time on-site to perform the installation services.
- Woolpert will conduct an on-site GIS architecture review
- Woolpert will deliver a GIS architecture findings and recommendations memorandum

Assumptions

- Activities including Installation, configuration, testing and training will be performed onsite at the City's facilities.
- Training will be facilitated utilizing the newly installed on-premise Cityworks environment
- The appropriate server and database environments will be in place and functioning prior to the onsite installation tasks
- The City's Project Manager will ensure site readiness and staff participation for the training
- The City's Project Manager will ensure IT Staff are available during the Cityworks software installation and testing to ensure the proper access and permissions are granted
- The City will create a login for Woolpert for the necessary access to install software, set up databases, and test the software

City Responsibilities

- Create the logins for Woolpert with the necessary permissions
- Ensure the Servers are prepared for the installation of the Cityworks software including ArcGIS Server, SDE, RDBMS (SQL Server or Oracle), and other supporting software applications
- City project manager to ensure the necessary staff participate in the training
- Make any updates or modifications to the GIS architecture

Related Sub-Tasks

2.3.1	IT Hardware Installation (CLIENT-OWNED TASK)	Client
2.3.2	Install and Configure Cityworks AMS Software in a Development Environment	on-site
2.3.3	Test Installation and Configuration and Modify as Required	on-site
2.3.4	Woolpert to Replicate Initial Development Configuration to Other Environments	on-site
2.3.5	Provide Core AMS Software Administration Training to Client System Administrators	on-site
2.3.6	Provide and Review Software Administration Checklist	on-site
2.3.7	Review GIS Architecture	N/A
2.3.7.1	Conduct GIS Architecture Review Meeting	on-site
2.3.7.2	Document GIS Architecture Review Findings and Recommendations	off-site
2.3.7.3	Submit GIS Architecture Review Findings and Recommendations	off-site

Task 2.4: Conduct Business Process Review

The objective of the business process reviews is three-fold: 1) provide Woolpert's implementation team with a deep understanding of the City's desired work / asset management work flows / business processes, 2) provide City project participants with a deeper understanding of the impending business process improvements introduced by the planned Cityworks solution, and 3) establish asset life-cycle management and work management workflows in the context of the City's asset management strategies and as supported by Cityworks' functional and technical capabilities.

One of the key features of today's leading asset and maintenance management software applications is their ability to be configured to fit the unique way an organization manages and executes its infrastructure maintenance management activities. Over the course of many Cityworks AMS implementation engagements, Woolpert has learned that: 1) documenting asset management software workflows can be a rather overwhelming task for the City's technical leads; and 2) the service request, work order, and inspection life-cycles that need to be managed within the asset / maintenance management software application is 80 – 90 percent standard across all implementing organizations. Woolpert has taken this knowledge and developed a standard set of "best practice" workflow templates that we use to facilitate understanding of the work management life-cycle and we tailor these standard templates to best accommodate the implementing organization's standard "planning, scheduling, and execution" workflows. We have found that this approach saves time, money, and introduces a substantial level of best industry practices for work management activities right at the on-set of the project.

A single workshop will be used to review the global workflows that apply to most work management business processes. All work groups are expected to participate in the global workflows workshop. Each City work group will then participate in workshops to identify and define custom business processes for their division.

Woolpert will facilitate a series of on-site workshops that investigate a number of standard work management work flow diagrams detailing the life-cycle management of work requests within the Cityworks application. The eight (8) primary workflow areas addressed will include:

1. Initiation	4. Scheduling	7. Emergency Work
2. Screening	5. Assignment	8. QA Review & Completion
3. Planning	6. Performance	

Additionally, Woolpert will address the following three (3) ancillary work flows:

1. Asset Set-Up and Modification
2. Preventative Maintenance / Predictive Maintenance Work Order Set-Up and Modification
3. Inventory Management Processes

With the various workflows, Woolpert will introduce the use of Work Order Statuses, reasons why work order / inspection performance might be delayed (awaiting parts, awaiting available crews, weather delays, etc.), the ability to track and report on work orders throughout their life-cycle, and how all of these factors relate to establishing a work management environment that moves from reactive maintenance to a more proactive maintenance position (one of the multiple asset management best practices Woolpert facilitates through our implementations).

Also, as part of these workshop discussions, Woolpert will expand upon the discussions of Levels of Service, asset performance measures, and specialized reporting requirements to identify any key custom data fields that will need to be taken under consideration during the upcoming (Phase 2) configuration workshops.

Upon the completion of these workshops, Woolpert will compile all the comments and feedback received from the City's technical team members (maintenance staff), and update the standard workflow diagrams to reflect local practices. Our past experiences with this exercise indicate that we should not need to make more than a few edits to our standard workflow diagrams. The resultant documentation will later be used by the City's technical team and system administrators to develop standard operating procedures (if desired after the completion of the project) and training materials.

Woolpert has proposed a set of workshops listed below to explore custom business processes for each Division. Custom business processes will be documented in text format in a series of steps (e.g.: 1. User performs X; 2. User performs y, etc.). Woolpert will update the custom business processes following the City review.
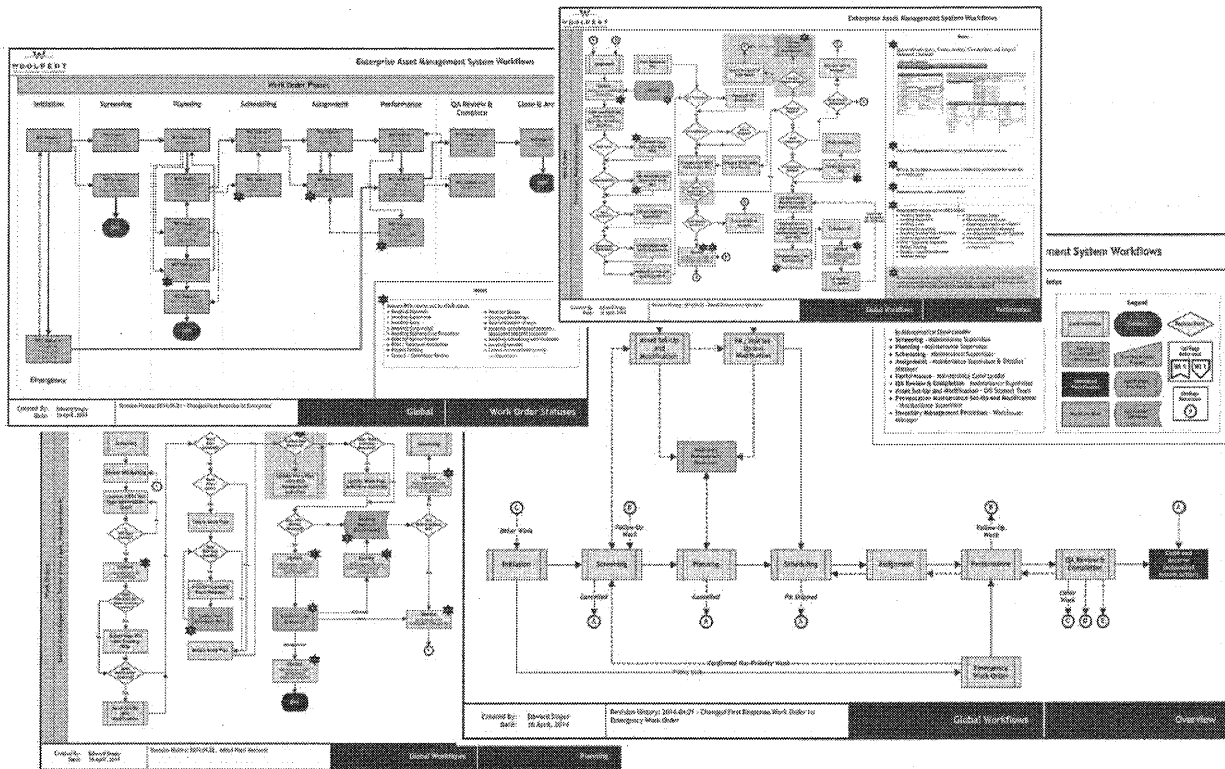
Example Asset Management Workflow Diagrams

Deliverables

- Woolpert will facilitate a series of on-site Business Process Review Workshops, as follows:
  - Global AMS Workflows - All Groups ....8 hours
  - Custom Business Process - Water Distribution & Recycled Water ....2 hours
  - Custom Business Process - Wastewater Collections ....2 hours
  - Custom Business Process - Wastewater Treatment – Operations ....2 hours
  - Custom Business Process - Wastewater Treatment – Maintenance....................2 hours
  - Custom Business Process - Water Treatment (Operations) ....2 hours
  - Custom Business Process - Water Treatment (Maintenance).............................2 hours
  - Custom Business Process - Storm Water..2 hours
  - Custom Business Process - Public Facilities and Maintenance............................2 hours
  - Custom Business Process - Streets ....2 hours
  - Custom Business Process - Parks and Recreation ....2 hours
  - Custom Business Process - Parking ....2 hours
- Woolpert team members will document the outcomes of the workshops
- Woolpert team members will facilitate a remote review meeting with the City technical team to review the and update the documentation based on the outcome of the review meeting

Assumptions

- All preparation activities will be performed remotely
- All workshop activities will be performed on-site during a single business week (Monday – Friday)
- The City's PM will ensure site readiness and staff participation for the workshops
- Asset creation will originate in the office by qualified GIS personnel – this is a change in the City business process.

City Responsibilities

- Secure an appropriate meeting facility suitable for participants

- Schedule and accommodate the appropriate City project participants such that they are available, without undue interruption, for the required number of days
- Review submitted draft documents
- Participate in remote review meeting

Related Sub-Tasks

2.4.1	Business Process Review Preparations	N/A
2.4.1.1	Prepare for Business Process Review Agenda and Materials	off-site
2.4.1.2	**Submit Business Process Review Workshop Agenda to Client PM**	**Milestone**
2.4.1.3	**Client to Prepare Client Site for Workshop (CLIENT-OWNED TASK)**	**Client**
2.4.2	Facilitate Business Process Review Workshops	N/A
2.4.2.1	Global AMS Workflows - All Groups	on-site
2.4.2.2	Custom Business Process - Water Distribution & Recycled Water	on-site
2.4.2.3	Custom Business Process - Wastewater Collections	on-site
2.4.2.4	Custom Business Process - Wastewater Treatment - Operations	on-site
2.4.2.5	Custom Business Process - Wastewater Treatment - Maintenance	on-site
2.4.2.6	Custom Business Process - Water Treatment - Operations	on-site
2.4.2.7	Custom Business Process - Water Treatment - Maintenance	on-site
2.4.2.8	Custom Business Process - Storm Water	on-site
2.4.2.9	Custom Business Process - Public Facilities and Maintenance	on-site
2.4.2.10	Custom Business Process - Streets	on-site
2.4.2.11	Custom Business Process - Parks and Recreation	on-site
2.4.2.12	Custom Business Process - Parking	on-site
2.4.2.13	**TRIP - Business Process Review Workshops**	**Trip**
2.4.3	Document Business Process Review Findings	N/A
2.4.3.1	Develop Business Process Review Memorandum	off-site
2.4.3.2	**Submit Draft Business Process Review Memorandum and Workflow Documents**	**Milestone**
2.4.3.3	**Review Draft Business Process Review Workshop Findings (CLIENT-OWNED TASK)**	**Client**
2.4.3.4	Hold Meeting with Client to Review Draft Business Process Documentation	off-site
2.4.3.5	Update Business Process Review Workflows Based on Remote Reviews	off-site
2.4.3.6	**Submit Final Workflow Document to City PM**	**Milestone**
2.4.3.7	**Review and Approve Business Workflow Documents (CLIENT-OWNED TASK)**	**Client**

Task 2.5   Develop Conceptual Asset Register

A conceptual asset register is a data model (data structures) for the City's maintainable assets. For a Cityworks solution, the asset data model exists in the GIS. The GIS data model can house both spatial and non-spatial assets. A maintainable asset is any asset to which the City may assign a work order or an inspection. For each type of maintainable asset, a GIS data structure (feature or object class) must exist. The GIS data structure is definable by the City and not dictated by the Cityworks solution. This task will result in the delivery of a schematic of the GIS data structures in a memorandum and a set of scripts to create the data structures within an Esri geodatabase.

Prior to the workshops, the City will provide Woolpert with a copy of their current geodatabases. Woolpert will install the database on Woolpert servers and evaluate the existing data structures. Woolpert will develop and submit an agenda for the workshops. Woolpert will facilitate a set of onsite workshops with the intent to provide input into, and recommendations on how to improve, the existing and required new GIS data structures. After the workshops, Woolpert will develop a GIS Recommendations technical memorandum. Woolpert will facilitate a remote review of the tech memo. Woolpert will update the document per feedback from the City resubmit the document in its final version. City GIS staff will create the GIS data structures within the geodatabases.

The City has asked for Woolpert to develop scripts to automate the creation of new data structures in the geodatabase. Without knowing the number of new data structures or the complexity of this effort, Woolpert has included a number of hours for this effort and will create as many scripts as can be created in that time. Should the effort to create the scripts vary from the budgeted number of hours, Woolpert will make the City PM aware that the fee needs to be adjusted down (if the effort took fewer hours) or up (if the effort will take more hours) to complete the task.

Deliverables

- Woolpert will facilitate up to three (3) consecutive business days of GIS workshops onsite at City facilities.
- Woolpert will develop and deliver a draft version of the GIS Recommendations technical memorandum.
- Woolpert will facilitate a remote review of the GIS Recommendations tech memo for up to four (4) hours.
- Woolpert will update and deliver a final version of the GIS Recommendations tech memo.
- Woolpert will provide up to eighty (80) hours of effort to develop scripts to create new GIS data structures.

Assumptions

- All work other than the GIS workshops will take place remotely.
- The recommendations that Woolpert will be making in the conceptual schema and the development of the scripts, will be to support the configuration of Cityworks.
- The effort to create the scripts to create new data structures (not existing) in the GIS is capped at eighty (80) hours. Should this effort require fewer than the budgeted hours, Woolpert will reduce the fee for that task accordingly. Should this effort exceed the budgeted amount, the Woolpert and City project managers will determine how the task should be completed. GIS data structure automation scripts will only be created to insert new data structures. No automation scripts will be created to alter existing data structures that contain data.

City Responsibilities

- City will provide a version of their existing geodatabase to Woolpert for review prior to the workshops.
- City will ensure that the appropriate resources will attend the GIS workshops.
- City will review the draft version of the GIS Recommendations tech memo prior to the joint review WebEx session.
- The appropriate City project resources will actively participate in the session to review the GIS Recommendations tech memo.
- City will accept as final the GIS Recommendations tech memo once the updates from the joint review session have been made.
- City will review, provide feedback on, and accept the GIS automation scripts, as appropriate, during the task.

Related Sub-Tasks

2.5.1	Prepare for GIS Workshops	N/A
2.5.1.1	**Client PM to Provide Geodatabase (CLIENT-OWNED TASK)**	**Client**
2.5.1.2	Conduct Geodatabase Review	off-site
2.5.1.3	Develop Agenda for GIS Workshop	off-site
2.5.2	Facilitate GIS Workshops	N/A
2.5.2.1	Conduct GIS Review Workshop	on-site
2.5.2.2	**TRIP - GIS Workshops**	**Trip**
2.5.3	Develop GIS Recommendations Memorandum	off-site
2.5.4	**Submit GIS Recommendations Memorandum to Client PM**	**Milestone**
2.5.5	**Client to Review GIS Recommendations (CLIENT-OWNED TASK)**	**Client**

2.5.6	Conduct GIS Recommendations Review Call	off-site
2.5.7	Update GIS Recommendations Memorandum	off-site
2.5.8	Develop GIS Scripts	off-site
2.5.9	**Client to Implement Required GIS Schema Changes (CLIENT-OWNED TASK)**	**Client**

Task 2.6:   Analyze Facilities Asset Register

The City has requested an analysis of its Facilities Asset Register prepared by others. While a majority of the City's asset data is stored in a combination of GIS and Hansen CMMS, the facilities data is in a spreadsheet format. It has been mutually agreed by the City and Woolpert that a bucket of funds be allocated so that Woolpert can first analyze the asset register, define detailed task deliverables, assumptions, and responsibilities for preparing the asset register data for migration to the City's GIS and/or configuration of service requests and work orders in Cityworks.

Task 2.7:   Phase 2 Quality Control

Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 2.8:   Phase 2 Acceptance and Close

This is the Phase exit document that the City project manager signs indicating Woolpert has delivered the Phase 2 services in accordance with the Scope of Work and Project Plan.

Phase 3: Core System Development

Using the "road map" developed in Phase 2 as our guide, the Woolpert implementation team will lead the City's project team through the Cityworks configuration tasks. The result of Phase 3 activities will be a fully configured AM solution – deployed to the City's development environment – that is ready to undergo User Acceptance Testing.

Woolpert will initiate the configuration activities by developing a set of configuration documents. These will be reviewed by the City's technical team for gaining a level of familiarity with the various aspects of the system components that will need to be configured (service requests, work orders, inspections, job plans, work crews, default schedule dates, and the list goes on).

Woolpert's implementation team will facilitate three (3) rounds of on-site configuration workshops, whereby the Cityworks solution will be iteratively configured and loaded with the data required to support the City's asset / maintenance workflows and support the defined reporting requirements.

Key Core System Design and Configuration (Phase 3) Deliverables

- Core AM System Configuration Documentation
- Core AM System Configuration in the Development Environment
- Review and Approval of System and Documentation
- Core AM System Full-Scale Demonstrations

Once all the configuration activities have been completed, Woolpert will facilitate a review of the configured solution and companion documentation to gain alignment from the City's project team that the solution is ready to move into the next project phase. This review is to ensure that nothing major has been omitted from the design, not to approve the system for go-live. Alignment means the system is ready for testing. Once alignment is complete, Woolpert will facilitate a series of on-site system demonstrations. These demonstrations will "walk" the system through all the asset / maintenance management workflows in the manner they were configured and provide the City's technical team an opportunity to comment upon and request modifications to the configuration. After Woolpert updates the configuration (and related documentation) per the demonstration feedback, the system will be ready for User Acceptance Testing (UAT) – Phase 4.

Task 3.1: Prepare Initial Configuration Documentation

Woolpert will compile the asset management program data gathered and documented through the multiple on-site workshops and other related project meetings completed project-to-date (pre-planning discovery, business process review, etc.) and distill this information into a series of organized configuration documents. This configuration documentation, consisting of standard AM system elements, as well as the customized details required to support the City's specific asset management program, will be used to guide the configuration of the AM system such that it is localized to the City's specific work order and asset maintenance management requirements.

Later in the project, the City will be asked to formally review and approve the final configuration document. Since this is a very long and complicated document, it is important for the City's team to start learning about it (how sections are divided and how those sections related to the configured solution) early in the project. Else, when final acceptance of that document is required, the review will be overly-cumbersome for the City team. Delayed acceptance at that time may affect the timing of subsequent project activities.

Table of Contents

Sample AM System Configuration Documentation Table of Contents

Deliverables
- Woolpert team members will develop a set of configuration documents containing all the configuration items discovered to-date
- Woolpert will facilitate a remote review meeting with the City's technical team

Assumptions
- All above listed tasks will be performed remotely

City Responsibilities
- Review the prepared draft configuration documentation
- Participate in the remote review meeting

Related Sub-Tasks

3.1.1	Draft Configuration Documentation	off-site
3.1.2	**Submit to Client for Review**	**Milestone**
3.1.3	Facilitate Remote Review Meeting with Client Technical Team	off-site

Task 3.2: Facilitate Core AM Software Configuration

Woolpert will facilitate Core Cityworks Configuration through three (3) rounds of on-site configuration workshops. Given the number of work groups that will implement the solution under this scope of work, each round of workshops may span multiple onsite weeks. In support of the configuration workshops, Woolpert will have a full version of Cityworks available to help facilitate ideas and approaches to the configuration – this is also part of the overall iterative learning process. Each round of workshops will address the following items in increasing levels of detail:

- **Domains.** This is the security architecture that determines how employees, work orders and other asset maintenance management information can be shared across organizational boundaries.
- **Employee Hierarchy.** Determines security protocols for each user of the system as well as practical grouping of employees for assignments to work orders, inspections, and service requests (e.g. crews).
- **Work Orders.** Templates for each of the type of maintenance activities that will be performed on each asset in the system
- **Tasks.** Individual work items associated with a work order. For example, a repair sewer main work order might have tasks for establish traffic control, utility locate, excavate, etc.
- **Materials Hierarchy.** Organization and rules for items that are used to repair assets. Examples of materials are things such as pipes and meters.
- **Equipment Hierarchy.** Organization and rules for items that are utilized to complete a work order but are not consumed. Examples are items such as backhoes, vehicles, vacuum trucks, etc.
- **Service Requests.** Templates for requests for service. Many times, maintenance activities are initiated starting with a service request whose purpose is to determine if a work is necessary or not.
- **Reporting.** Current or future expected reports will be discussed and designed.
- **Projects.** Projects to be managed within the Cityworks AMS software
- **Mobile.** Mobile setup and configuration for each crew.

At the end of the first round of workshops, there will be a set of action items for the City team members, such as compiling a list of employees, work crews, and contractors, as well as hard copies of work orders, reports, inspection forms, and other relevant data sets and configuration items. Woolpert will prepare a detailed list of action items of items that were discussed, but not provided in detail during the workshops, and submit that list to the City project manager. Woolpert will work remotely after the workshops to update the System Configuration Document with the information learned during, and supplied by the City after, the workshops. At the end of first round of configuration workshops, Woolpert expects to have gathered enough information to configure approximately 70% of the City's desired asset maintenance management functionality.

The second round of workshops will address proposed configuration approaches to service requests, work orders, and inspections identified in the initial workshops. During second round workshops, the City's actual configured data from the first round will be available for viewing within the AM System software. At the end of second round of workshops, Woolpert expects to have gathered enough information to configure approximately 85% of the City's Core AM System requirements.

Woolpert will facilitate a third round of configuration workshops to achieve 100% configuration. The third round of workshops will be used to polish the configuration items from the first two rounds and to finalize the user group security.

Deliverables

- Woolpert will facilitate Round 1 On-Site Configuration Workshops as follows:
    - Water Distribution & Recycled Water .... 4 hours
    - Wastewater Collections .... 4 hours
    - Wastewater Treatment (Operations) .... 2 hours
    - Wastewater Treatment (Maintenance) .... 4 hours
    - Water Treatment (Operations) .... 2 hours
    - Water Treatment (Maintenance) .... 4 hours
    - Storm water .... 4 hours
    - Public Facilities and Maintenance .... 4 hours
    - Streets .... 4 hours
    - Parks and Recreation .... 4 hours
    - Parking .... 2 hours
    - Service Requests .... 4 hours
- Woolpert will update the configuration documentation based on the outcome of the first round of configuration workshops
- Woolpert staff will perform system configuration in the City's on-premise development environment via remote access
- Woolpert will facilitate in-process configuration review meetings with the City's technical team
- Woolpert will facilitate Round 2 On-Site Configuration Workshops as follows:
    - Water Distribution & Recycled Water .... 4 hours
    - Wastewater Collections .... 4 hours
    - Wastewater Treatment (Operations) .... 2 hours
    - Wastewater Treatment (Maintenance) .... 4 hours
    - Water Treatment (Operations) .... 2 hours
    - Water Treatment (Maintenance) .... 4 hours
    - Storm water .... 4 hours
    - Public Facilities and Maintenance .... 4 hours
    - Streets .... 4 hours
    - Parks and Recreation .... 4 hours
    - Parking .... 2 hours
    - Service Requests .... 4 hours
- Woolpert will update the configuration documentation based on the outcome of the second round of configuration workshops
- Woolpert staff will perform system configuration in the City's on-premise development environment via remote access
- Woolpert will facilitate in-process configuration review meetings with the City's technical team
- Woolpert will facilitate Round 3 On-Site Configuration Workshops as follows:
    - Water Distribution & Recycled Water .... 4 hours
    - Wastewater Collections .... 4 hours
    - Wastewater Treatment (Operations) .... 2 hours
    - Wastewater Treatment (Maintenance) .... 4 hours
    - Water Treatment (Operations) .... 2 hours
    - Water Treatment (Maintenance) .... 4 hours
    - Storm water .... 4 hours
    - Public Facilities and Maintenance .... 4 hours
    - Streets .... 4 hours
    - Parks and Recreation .... 4 hours

- o Parking .... 2 hours
- o Service Requests .... 4 hours
- Woolpert will update the configuration documentation based on the outcome of the third round of configuration workshops
- Woolpert staff will perform system configuration in the City's on-premise development environment via remote access
- Woolpert will facilitate in-process configuration review meetings with the City's technical team

Assumptions

- All workshop preparation activities will be performed remotely
- Actual workshops will be administered on-site at City facilities
- Round 1 workshop onsite activities will include no more than two (2) business weeks of onsite effort
- Round 2 workshop onsite activities will include no more than two (2) business weeks of onsite effort
- Round 3 workshop onsite activities will include no more than two (2) business weeks of onsite effort
- City staff participating in the Configuration workshops will do so un-interrupted

City Responsibilities

- Secure an appropriate workshop facility
- Coordinate and schedule workshop participants
- Workshop participants shall actively participate in workshop activities
- Workshop participants will collect and provide all information request during the workshops within five (5) days after completion of the workshops

Related Sub-Tasks

3.2.1	**Round 1 Configuration**	N/A
3.2.1.1	Facilitate Round 1 Configuration Workshops	N/A
3.2.1.1.1	First Trip	N/A
3.2.1.1.1.1	Water Distribution & Recycled Water	on-site
3.2.1.1.1.2	Wastewater Collections	on-site
3.2.1.1.1.3	Wastewater Treatment (Operations)	on-site
3.2.1.1.1.4	Wastewater Treatment (Maintenance)	on-site
3.2.1.1.1.5	Water Treatment (Operations)	on-site
3.2.1.1.1.6	Water Treatment (Maintenance)	on-site
3.2.1.1.1.7	Storm Water	on-site
3.2.1.1.1.8	Public Facilities and Maintenance	on-site
3.2.1.1.1.9	Streets	on-site
3.2.1.1.1.10	**TRIP 1 - Round 1 Configuration Workshops**	**Trip**
3.2.1.1.2	Second Trip	N/A
3.2.1.1.2.1	Parks and Recreation	on-site
3.2.1.1.2.2	Parking	on-site
3.2.1.1.2.3	Service Requests	on-site
3.2.1.1.2.4	Internal day to Document	on-site
3.2.1.1.2.5	**TRIP 2 - Round 1 Configuration Workshops**	**Trip**
3.2.1.2	Perform Round 1 Configuration Updates	N/A
3.2.1.2.1	Update Configuration Documentation	off-site
3.2.1.2.2	Update Configuration in Development Environment	off-site
3.2.1.2.3	Prepare Round 1 Training Documentation	off-site

3.2.1.2.4	Review and Comment on Round Config Document (CLIENT-OWNED TASK)	N/A
3.2.1.2.5	Facilitate Remote Review Meeting with Client Technical Team	off-site
3.2.1.2.6	Client to Review Configuration (CLIENT-OWNED TASK)	N/A
3.2.2	**Round 2 Configuration**	N/A
3.2.2.1	Facilitate Round 2 Configuration Workshops	N/A
3.2.2.1.1	First Trip	N/A
3.2.2.1.1.1	Water Distribution & Recycled Water	on-site
3.2.2.1.1.2	Wastewater Collections	on-site
3.2.2.1.1.3	Wastewater Treatment (Operations)	on-site
3.2.2.1.1.4	Wastewater Treatment (Maintenance)	on-site
3.2.2.1.1.5	Water Treatment (Operations)	on-site
3.2.2.1.1.6	Water Treatment (Maintenance)	on-site
3.2.2.1.1.7	Storm Water	on-site
3.2.2.1.1.8	Public Facilities and Maintenance	on-site
3.2.2.1.1.9	Streets	on-site
3.2.2.1.1.10	**TRIP 1 - Round 2 Configuration Workshops**	**Trip**
3.2.2.1.2	Second Trip	N/A
3.2.2.1.2.1	Parks and Recreation	on-site
3.2.2.1.2.2	Parking	on-site
3.2.2.1.2.3	Service Requests	on-site
3.2.2.1.2.4	Internal day to Document	N/A
3.2.2.1.2.5	**TRIP 2 - Round 2 Configuration Workshops**	**Trip**
3.2.2.2	Perform Round 2 Configuration Updates	N/A
3.2.2.2.1	Update Configuration Documentation	off-site
3.2.2.2.2	Update Configuration in Development Environment	off-site
3.2.2.2.3	Prepare Round 2 Training Documentation	off-site
3.2.2.2.4	Review and Comment on Round Config Document (CLIENT-OWNED TASK)	Client
3.2.2.2.5	Facilitate Remote Review Meeting with Client Technical Team	off-site
3.2.2.2.6	**Client to Review Configuration (CLIENT-OWNED TASK)**	Client
3.2.3	**Round 3 Configuration**	N/A
3.2.3.1	Facilitate Round 3 Configuration Workshops	N/A
3.2.3.1.1	First Trip	N/A
3.2.3.1.1.1	Water Distribution & Recycled Water	on-site
3.2.3.1.1.2	Wastewater Collections	on-site
3.2.3.1.1.3	Wastewater Treatment (Operations)	on-site
3.2.3.1.1.4	Wastewater Treatment (Maintenance)	on-site
3.2.3.1.1.5	Water Treatment (Operations)	on-site
3.2.3.1.1.6	Water Treatment (Maintenance)	on-site
3.2.3.1.1.7	Storm Water	on-site
3.2.3.1.1.8	Public Facilities and Maintenance	on-site

3.2.3.1.1.9	Streets	on-site
3.2.3.1.1.10	**TRIP 1 - Round 3 Configuration Workshops**	**Trip**
3.2.3.1.2	Second Trip	N/A
3.2.3.1.2.1	Parks and Recreation	on-site
3.2.3.1.2.2	Parking	on-site
3.2.3.1.2.3	Service Requests	on-site
3.2.3.1.2.4	Internal day to Document	on-site
3.2.3.1.2.5	**TRIP 2 - Round 3 Configuration Workshops**	**Trip**
3.2.3.2	Perform Round 3 Configuration Updates	N/A
3.2.3.2.1	Update Configuration Documentation	off-site
3.2.3.2.2	Update Configuration in Development Environment	off-site
3.2.3.2.3	Prepare Round 3 Training Documentation	off-site
3.2.3.2.4	**Review and Comment on Round Config Document (CLIENT-OWNED TASK)**	N/A
3.2.3.2.5	Facilitate Remote Review Meeting with Client Technical Team	off-site

Task 3.3:   Review and Approval of Updated System Configuration and Documentation

Woolpert will submit the updated Configuration Documentation (completed in Task 3.2) to the City for review. The City's project manager and technical team members will undertake an internal review of this documentation, providing pertinent feedback to Woolpert. Upon completion of this task, Woolpert will have delivered a comprehensive set of configuration documents, updated to reflect the current as-is core system configuration. There will be additional opportunities to make minor updates to this documentation in future project phases up to and including the final / accepted configuration documents delivered just prior to Go-Live. However, this task is performed to ensure that there are no major gaps in the system's configuration prior to moving into the Deployment phase.

Deliverables

- Woolpert will submit updated configuration documentation to the City's PM
- Woolpert will facilitate remote review meetings with the City's technical team
- Woolpert will update the configuration documentation based on the outcome of the City review and re-submit the updated documentation to the City's PM

Assumptions

- The City project manager will ensure that the necessary people review and understand the documentation for its accuracy

City Responsibilities

- The City project manager and technical team will review and provide feedback on the configuration document
- The City project manager and technical team will participate in a remote configuration document review meeting
- The City project manager will approve and sign the configuration document

Related Sub-Tasks

3.3.1	**Submit Draft Cityworks Configuration to Client**	**Milestone**
3.3.2	**Client Technical Team to Review Updated Configuration and Documentation (CLIENT-OWNED TASK)**	Client
3.3.3	Facilitate Remote Review Meeting with Client Technical Team	off-site
3.3.4	Update Configuration Documentation per Client Technical Team Review Comments	off-site

Task 3.4:   Provide Cityworks AMS Software Demonstrations

After completion of the core Cityworks configuration, and approval of the updated configuration documentation, Woolpert will provide a series of on-site, full Cityworks demonstrations to City project participants and stakeholders. Woolpert will provide the same demonstration as many times as can be accommodated within the on-site period to accommodate City schedules. Demonstration durations can be varied for different audiences, but Woolpert recommends that a thorough demonstration be no more than four (4) hours in duration, including a question and answer session. At the end of the demonstrations, it is anticipated that there may be some minor requested changes to the system configuration. Woolpert will make those configuration updates to the Cityworks environment and update the configuration documentation, as required.

Deliverables

- Woolpert will provide a series of on-site Cityworks demonstrations. Number of demonstrations and duration of each will be determined by the Woolpert and City project team. Total demonstrations will span no more than two (2) consecutive business days in a single business week.

Assumptions

- All demonstration preparation activities will be performed remotely
- Demonstrations will be performed on-site
- City staff participating in the demonstrations will do so un-interrupted

City Responsibilities

- Secure an appropriate workshop facility
- Coordinate and schedule demonstration participants

Related Sub-Tasks

3.4.1	Provide Cityworks AMS Software Demonstrations	off-site
3.4.2	**TRIP - Cityworks AMS Software Demonstrations**	**Trip**

Task 3.5:   Phase 3 Quality Control

Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 3.6:   Phase 3 Acceptance and Close

This is the Phase exit document that the City project manager signs indicating Woolpert has delivered the Phase 2 services in accordance with the Scope of Work and Project Plan.

Phase 4: Advanced Functionality

Key Advanced Functionality (Phase 4) Deliverables

- Custom Application Integrations
- Legacy Data Conversion
- Custom Reports and Dashboards
- Advanced Mobile AM Application Deployment

While Phase 3 is focused on deploying the Core AM System functionality that supports work / asset maintenance management activities, Phase 4 tasks are undertaken to deliver the advanced AM system functionality required to deliver robust Enterprise Asset Management capabilities. Completion of Phase 4 tasks will result in the development and enterprise level application and workflow integrations between various corporate business applications and the Core Cityworks application. Phase 4 tasks will also include the conversion / migration of critical legacy asset data sets needed to establish life-cycle asset performance, as well as the development of custom reports and dashboards.

Development of the application interfaces will be executed in a manner very similar to the Core AM System deployment – moving through planning, design / development, and deployment tasks. Application development strategies (waterfall or agile) will be defined as appropriate for each of the individual integrations and will be determined as part of the integration planning activities. Woolpert will assume direct responsibility for the development of the Cityworks AMS side of the integrations, while the City's IT staff (or appropriate software vendors / third-party contractors) will be responsible for developing the other side of the integrations. Woolpert will support phone calls with the City and third-party contractors with questions.

Data conversion / migration tasks will also require a "team approach" with Woolpert's implementation team leading the discovery of legacy data, developing the data migration mapping from the legacy system(s) to the new AM database, and developing the database scripts required to move the data sets and test for conformance to data validation rules (by Woolpert). It will be the City's responsibility to provide Woolpert with clean data sets, scrubbed and ready for migration.

Custom reports and dashboard requirements will be defined and refined throughout the project. Woolpert will build out a specifications document detailing the reporting and dashboard items identified to-date. Woolpert will review the specifications with the City team and then develop the custom reports in one or more report writing solutions (Crystal Reports, SQL Server Reporting Services, etc.).

When all the above tasks are completed and the advanced functionality has been tested and deployed to the Production environment, the City's asset management team will have all the data sets, application tools, and business process workflows needed to support advanced asset management and begin to move the organization to a position of proactive asset sustainability.

Task 4.1: Develop Application Interfaces

Key Application Interface (Task 4.1) Deliverables

- Software Requirements Specifications (including detailed use cases)
- Integration Administrator's Guide
- Designed, Developed, and Tested Integrations

During a series of teleconferences prior to development of this scope of work, Woolpert staff worked with the City to review all 3rd party systems listed in the RFP that the City might want to integrate with Cityworks. These discussions provided the basis for defining and planning the integration efforts in this scope of work, which include the following integrations:

- **IFAS Inventory (material costs)**
- **SCADA**
- **CIS Work Orders**
- **CIS Customer Accounts**
- **Assets (GIS)**
- **PublicStuff Service Requests**

- **CCTV Software**

For each of the approved integrations identified, Woolpert will conduct **on-site requirements meetings** with key stakeholders from the City. Stakeholders will include end users of each system; Subject Matter Experts (SMEs) for each system, and/or staff that are the primary point of contact with the vendor of the system; GIS staff (if the integration involves GIS assets); and IT staff who will be responsible for administering the integrations. During these meetings, Woolpert will lead stakeholders through discussions to identify and map the fields between systems and determine how the data is sent; one-way or bi-directional, whether the integration will be via real-time or batch processing between the two systems, and what user workflows are involved. These findings will be documented in a series of detailed, draft **Software Requirements Specification (SRS),** one for each system with which Cityworks will interface, that Woolpert will provide to the City. Woolpert will facilitate remote review meetings with the stakeholders to discuss the comments and feedback from the City reviewers. Woolpert will finalize the SRS documents and submit final versions to the City's integration team.

There are two methods commonly used to support system integrations; 1) working with third-party vendor software provided API's, or 2) when an API does not exist, custom application development. The ideal option is for Woolpert to utilize the software vendor API's. If API's are available, the City's SME will provide Woolpert the necessary technical specifications (such as file formats, API definitions, etc.), available API's and supporting documentation, and provide representative sample data. If API's are not available, Woolpert will assist the City in identifying the requirements of the necessary customizations, and the City will engage the software vendor or third-party contractor who supports that software to develop the necessary integration components.

With the requirements in place, Woolpert will create a development environment on Woolpert's network with a copy of Cityworks and mock interfaces to represent third-party software according to the technical specifications defined for the interface in the SRS. Woolpert will develop the system integrations and use this environment to execute tests against all workflows. After initial testing is complete, Woolpert will schedule time with the City to deploy the system integrations within the City's development environment. A Woolpert developer will assist the City's Integration Administrator during a remote session (via WebEx) as s/he installs and configures the integrations in the City's development environment. These remote sessions will serve as hands-on training for the City's Integration Administrator so that they have the knowledge they need to manage the system integrations. Following the installation onto the City's development environment, the Woolpert developer and the City's Integration Administrator will perform 'smoke testing' – kick off actions that will demonstrate that data can successfully get from system A to system B. The intent of this is simply to make sure that the two systems can pass data between them. At that point, the system is ready for the City staff to perform more formal integration testing.

At, or prior to, the time that each integration is ready for deployment to the City's development environment, Woolpert will also provide the City's Integration Administrator with a draft administrator's guide, one for each system integration. This document will include a system architecture overview; installation instructions; Cityworks configuration requirements; information on administering, managing, and configuring the integration; and logging and troubleshooting information.

While Woolpert is building the integrations, the City integration administrator(s) will use the SRS as the basis for creating their own internal integration test scripts that incorporate necessary business processes as needed. An integration testing team consisting of an end user for each system (Cityworks and the third-party software) and the integration administrator will work together to conduct integration testing, and record successes and failures. The integration testing team will log any issues with the software. Woolpert will address the issues and provide updates to the integration administrator in a cycle to be agreed upon based on the severity level. After the integration testing is complete and each system integration has been verified to meet each requirement, Woolpert will make any necessary updates to the Integration Administrator's Guide(s) and deliver a final document(s).

Once integration testing is complete, Woolpert will work with the integration administrator(s) to develop the **cutover plan** for each integration. The City will migrate the integrations into their production environment according to the plan and with Woolpert developer support. The lead developer for each integration will be available for support during each go-live period where integrations are being introduced.

Integration Details

Each integration listed below is described based on initial conversations documented in the Integration Feasibility Assessment. During requirements gathering meetings, the participants will inevitably make adjustments to the processes as described here; if the requested changes affect the overall scope and level of effort for the project, Woolpert and the client will review the modifications and corresponding budget as needed.

IFAS Inventory

This integration would perform two distinct functions – replacing the current manual and automated process by which material issue costs are imported from IFAS to Hansen with a more fully automated process; and managing the list of materials defined in Cityworks.

The material cost import process would retrieve material cost issue information from a view in IFAS including the following:

- Material ID
- Material description
- Cost
- Quantity
- Date issued
- Work order ID

These material costs would be added to work orders.

A related process will be defined for material returns; depending on the complexity of the process and the number of returns handled, this may be built as an automated process or may be handled manually.

For materials imported that do not already exist in Cityworks, a new material definition will be added, including the following:

- Material ID
- Material description
- Model
- Manufacturer
- Unit Cost
- Vendor
- Unit of Measure

This process would require that more information be included in the material cost export, but eliminates problems with updating material lists in Cityworks.

Assumptions:

- The storeroom clerk enters the Cityworks work order ID into IFAS when materials are issued
- The City will maintain vendors in Cityworks to match vendors in IFAS
- The City will investigate making updates to the current 'front-end' app being used on a hand-held device by storeroom staff to enter materials and work order information when the materials are issued, to perform more data validation (such as verifying work order IDs and status)
- The integration will not include a user interface component
- The integration will run on a high frequency to minimize data issues

SCADA

A one-way integration will import values from the SCADA readings database to be recorded in Cityworks. Information can include:

- Point name or many point names against an asset
- Point type
- Last reading value
- Notes

Assumptions:

- The SCADA point name will match the asset number in GIS. When multiple SCADA points are associated with one GIS asset a distinct reading name needs to be configured in Cityworks for each point.

- All readings are available in one reading database
- The City will manually update a table or file to indicate when devices are swapped, providing the new start reading
- The SCADA reading database supports retrieval of the information described here on a daily basis

CIS Work Orders

The existing integration with Hansen will be replaced with a two-way integration that will do the following:

- When a service order is created in CIS, the integration creates a work order in Cityworks. Work orders will have meters attached in Cityworks when appropriate (a meter reading service order, for example, would create an attached work order; a meter set service order will create an unattached work order). This is a business process change for the City.
- When those work orders are closed in Cityworks, the closure information is sent back to CIS to update the service order and meter tables. Information sent back to CIS will vary depending on the work order type (e.g., old and new readings, flow test results, etc.)
- When a Cityworks-related service order is cancelled in CIS, the integration will cancel the Cityworks work order (unless the work order is in progress, in which case an administrator will be notified)
- When a CIS-related work order is created in Cityworks, the integration will create a service order in CIS

The integration can be configured to handle up to 57 different work order types. All Cityworks configuration needed to support the integration will be identified and will be configured as part of System Configuration.

Information to be populated by the integration on the Cityworks work order can include the following:

- Service Order Number and Type
- Customer Name
- Account Number and Type
- Service Address
- Legal Description (Section, Block, Subdivision)
- Meter Location
- Meter Notes
- Instructions

Information to be populated by the integration on the CIS Service Order when the work order is completed can include the following:

- Work order ID
- Work order finish date
- Completed Notes
- Data from up to 10 additional Cityworks custom fields

Information to be populated by the integration on the Cityworks work order when the service order is cancelled in CIS can include the following:

- Cancel Reason
- Comments

Information to be populated by the integration on the CIS Service Order when the work order is cancelled in Cityworks can include the following:

- Work order ID
- Cancel Reason
- Date and Time Cancelled

Assumptions:

- Service orders in CIS will be created with only one attached meter per service order.
- One work order type in Cityworks will be configured to correspond to each CIS service order type.
- Cityworks will be configured so that work orders cannot be deleted.
- The workflows described here *do not exactly match those described in the City's current integration*. It is understood that during thorough requirements meetings, we will need to discuss the pros and cons of modifications to the current business processes and integration artifacts (e.g., reusing the same triggers in CIS vs. possibly needing Advanced Utility Systems to assist with changes to customization or configuration; desire to eliminate the functionality gaps or bugs currently experienced; integrating directly to Cityworks work orders vs. service requests; etc.).
- The cost listed for this work does not include any custom work to be performed by Advanced Utility Systems (AUS). Any customization done by AUS would need to be contracted through the City. Woolpert would support those discussions by participating and providing relevant documentation and specifications.

CIS Customer Accounts

This one-way integration would periodically update the customer and account tables in Cityworks with information from CIS. Note that Cityworks' customer information is limited to tracking one person with each account. This information is available in Cityworks when call takers are entering service request information. Information can include the following:

- Account number
- Account type
- First name, last name, middle initial
- Title
- Address, apartment number, city, state, zip
- Home, work, cell, and other phone number
- Email address
- Comments

CIS Assets

This one-way integration would do the following:

- Add new meters to the GIS that have been added to inventory in CIS
- Update the meter features in the GIS based on changes in CIS

Information that can be inserted or updated in the GIS will be available from a CIS view of meter records which have recently been inserted or updated. The GIS schema will match the CIS data that is to be inserted/updated. Information that can be included in the GIS to be populated from CIS includes:

- Account Number
- Bill code
- Dials
- Location Status
- Read Type
- Meter Locked
- Customer
- Account Type
- Subclass
- Occupancy
- Cycle
- Book
- Lot
- Subdivision
- Customer Name
- Account Status
- Service

Assumptions:

- The system of record for customer is currently Hansen but it is undetermined what that system of record will be in the future.
- It is assumed CIS is the system of record for water meters. If Cityworks is the system of record for water meters, it is a change to the requirements of the current proposed integration approach.
- The CIS meter number will be configured as the Cityworks Asset ID
- The GIS schema consists of a non-spatial water meter table with a relationship to a spatial service location point
- Business processes will be in place within CIS to update the meter location when installed. These processes will need to be reviewed with a Woolpert Cityworks integration developer, and a Woolpert Cityworks configuration expert to determine the best use of out-of-the-box functionality in Cityworks to support the City's desired workflows.
- The City is responsible for populating the baseline GIS layers that will be used in this integration

- The City will expose the water meters to the integration through an ArcGIS REST feature service. (Note: This can be hosted in ArcGIS Server alongside the Cityworks map services, but needs to be a feature service to allow for inserts and updates of feature records.)
- A view is exposed in CIS listing meter records which have recently been inserted or updated.

PublicStuff Service Requests

When a new request is created in PublicStuff, the integration will retrieve the following information:
- Request type
- Request location coordinates
- Citizen contact information (name, address, phone, email)
- Question responses

Once the service request is created in Cityworks, it will be automatically populated with the following pre-configured information for that service request type:
- Submit to person
- Priority
- Category
- GIS information (map page, shop, tile, district)

At that point, the service request will be managed in Cityworks, and the integration will send request status changes and comments to PublicStuff. Notifications of status changes can also be emailed directly to the citizen.

Assumptions:
- PublicStuff has documented REST APIs to support all necessary communication

Cityworks will be configured with the same service requests and questions in each system

CCTV Software

The City has requested an integration with CCTV Software. At this time, a software selection has not been made. It has been mutually agreed by the City and Woolpert that once the software selection has been made, Woolpert will define detailed task deliverables, assumptions, and responsibilities for the integration. The integration may require Woolpert to sub-contract a portion of the integration effort to the CCTV software vendor. The functionality of the CCTV to Cityworks integration is dependent on which CCTV software the City selects.

Deliverables

- Software Requirements Specification (SRS) - draft version for each integration (x7)
- Software Requirements Specification (SRS) – final version for each integration (x7)
- Integration Administrator's Guide - draft version for each integration (x7)
- Integration installers and supporting scripts for each integration (x7)
- Integration Administrator's Guide - final version for each integration (x7)

Assumptions

- All third-party software has documented interface capabilities (flat file, interface tables, or web APIs) that support the necessary data exchange.
- The City is responsible for any necessary communication and coordination with third-party software vendors or contractors. This includes configuration of the third-party software if required to effectively support the system integrations.
- The City is responsible for working with third-party software vendors to ensure that any customizations or configuration specific to supporting the integration are tested by the vendor. The City will provide evidence of successful testing prior to system integration testing.
- The City will coordinate with the third-party software vendor for support during integration testing in the City's test environment.
- The information captured in the document *Integration Feasibility Assessment-v2.docx* is the baseline for integration discussions. During requirements meetings, the requirements and technical specifications will be refined and, inevitably,

changed in some ways. The changes will be reflected in the SRS documents and it is expected that, in sum, they will not represent a significant change to the total level of effort required. If the requirements captured in the SRS vary significantly from the understanding captured in the feasibility assessment, and the level of effort to develop the integrations varies greatly (lower or higher than expected) from the scoped effort, the Woolpert and City project managers will need to determine how to proceed.

- The City will be responsible for changes or updates to the GIS schema, if any are determined to be necessary to support the integrations.
- The City will license the necessary Cityworks APIs (Metrics, Work Order – Advanced, Service Request, and Storeroom)
- Any necessary Cityworks configuration to support the integration will be coordinated with and performed during the system design and configuration tasks.

City Responsibilities

- Identify lead Integration Administrator for each integration (can be same or different people for each integration, as determined by the City) who can, with Woolpert direction, install, configure, and manage the integration components
- Provide stakeholders to participate in requirements meetings
- Stakeholder staff will review documentation and provide feedback within five (5) business days
- Identify Integration Testing Team to develop integration test scripts, conduct testing, and provide feedback for each integration
- Provide and manage separate testing and production environments, which have separate copies of each software system involved
- Provide Woolpert with necessary technical specifications to work with each 3rd party software interface, as well as representative sample data
- Develop, or manage the third-party development of, the integration components that extract data from or insert data into the software solutions that will interface with Cityworks and / or the GIS
- Select a CCTV Software Vendor

Related Sub-Tasks

4.1.1	**Facilitate Application Integration Discovery Workshops**	N/A
4.1.1.1	Prepare for Workshops	off-site
4.1.1.2	On-Site Integration Workshops	N/A
4.1.1.2.1	IFAS Inventory - Material Work Order Costs	on-site
4.1.1.2.2	SCADA Integration	on-site
4.1.1.2.3	CIS Work Order Integration	on-site
4.1.1.2.4	CIS Customer Account Integration	on-site
4.1.1.2.5	CIS - GIS Integration	on-site
4.1.1.2.6	Public Stuff - Service Request Integration	on-site
4.1.1.2.7	**TRIP - Application Integration Discovery**	Trip
4.1.2	**Develop Software Requirement Specification**	N/A
4.1.2.1	Develop IFAS Inventory - Material Work Order Costs SRS	off-site
4.1.2.2	Develop SCADA SRS	off-site
4.1.2.3	Develop CIS Work Order Integration SRS	off-site
4.1.2.4	Develop CIS Customer Account Integration SRS	off-site
4.1.2.5	Develop CIS - GIS Integration SRS	off-site
4.1.2.6	Develop Public Stuff - Service Request Integration SRS	off-site
4.1.3	**Develop Application Integrations**	N/A
4.1.3.1	Develop IFAS Inventory - Material Work Order Costs	off-site
4.1.3.2	Develop SCADA Code	off-site
4.1.3.3	Develop CIS Work Order Integration Code	off-site

4.1.3.4	Develop CIS Customer Account Integration Code	off-site
4.1.3.5	Develop CIS - GIS Integration Code	off-site
4.1.3.6	Develop Public Stuff - Service Request Integration Code	off-site
4.1.4	**Integration Documentation, Testing, and Test Deployment**	**N/A**
4.1.4.1	IFAS Inventory - Material Work Order Costs	off-site
4.1.4.2	SCADA	off-site
4.1.4.3	CIS Work Order Integration	off-site
4.1.4.4	CIS Customer Account Integration	off-site
4.1.4.5	CIS - GIS Integration	off-site
4.1.4.6	Public Stuff - Service Request Integration	off-site
4.1.5	**CCTV Software Integration**	**N/A**

Task 4.2:   Perform Data Conversion of Legacy Asset Management Data

Key Data Conversion (Task 4.2) Deliverables

- Data Conversion Plan
- Data Migration Scripts
- Legacy Data Migrated to New Cityworks AMS Production Environment

The City has identified existing Hansen work management and asset data that will need to be migrated to the new Cityworks AMS database. In support of these efforts, Woolpert will facilitate a series of on-site data migration workshops, during which time Woolpert will meet with City subject matter experts to review and analyze each of the data sets (assets, work orders and inspections).

Woolpert will document the workshop findings in the form of a data conversion plan and submit a draft version of that plan to the City project manager for review. Upon the City's completed review of the draft plan, Woolpert will facilitate a remote review meeting to address the comments. Woolpert will then update the data conversion plan and provide the final version to the City project manager.

Sample Data Migration Table of Contents

Once the final data conversion plan is agreed upon, Woolpert will support questions from the City technical staff regarding questions about the data needed based on the conversion requirements. It will be the City's responsibility to extract the source data sets and provide them in the format defined by Woolpert, for transforming and loading into the new Cityworks AMS database. Woolpert will provide specific documentation that will require the City to align and normalize the Hansen data into the worksheets for proper migration. Once Woolpert receives the data from the City, Woolpert will perform a number of tests on the data sets, checking for data cleanliness, completeness, relevancy, and conformance to the standards established in the data conversion plan. The City project manager will be notified of any non-conforming data that needs to be corrected and re-submitted.

Once this iterative process is complete, Woolpert will transform and load the data into a test database to complete the data conversion. After the Extract-Transform-Load process has been fully tested, the entire process will be documented. Woolpert will then re-run the process just prior to go-live to load the legacy data into the production asset management databases.

Data conversion activities defined herein are limited to only those asset and transactional work history records maintained in the Hansen database. It does not include any other applications, spreadsheets, or databases.

Deliverables

- Woolpert will facilitate a series of on-site Data Migration workshops, as defined above, to review and analyze the Hansen database records, and to map the conversion to Cityworks and ArcGIS
- Woolpert will prepare a draft data conversion plan and submit to the City project manager (see example table of contents above). It is anticipated that the following areas will be addressed in the data conversion plan:
  - Overview
  - Data Migration Procedures
  - Data Migration Assumptions
  - Hansen to Cityworks AMS
  - Hansen to GIS
  - Data Migration Field Mapping
  - Action Items
  - Conclusion
- Woolpert will facilitate a remote data conversion plan review meeting with the City technical team
- Woolpert will update the data conversion plan based on the outcome of the review meeting and re-submit to the City project manager
- Woolpert will provide the City with staging table templates in Microsoft Excel format
- Woolpert will develop a fully tested Extract, Transform, and Load (ETL) process documented and ready to be used for a final data loading at system go-live

Assumptions

- All data to be converted will be provided to Woolpert in an appropriate digital format, utilizing the staging table template referenced above
- All data scrubbing and prep work will be performed by the City
- All data will have appropriate primary and foreign key relationships
- Each required field within the legacy system will have an identified field within the same Cityworks module record type, i.e. service request, work order, inspection. The required fields for one legacy system record will not span across multiple Cityworks modules (service request, work order, inspection).
- Child work orders and linked records are excluded from this scope of work
- The information used for dropdown menus within the legacy Hansen system must be identified for configuration within Cityworks AMS for the fields to be searchable within Cityworks AMS.
- If the City requires an attached asset for the Cityworks AMS record, an x and y value must be provided data as well as a unique identification number for said asset. Utilizing a geocoding service based on an address to collect spatial information to attach an asset to the Cityworks Legacy case is excluded from this scope of work. Only updating values that already exist within the legacy system will be completed.
- Any employee names from the Hansen system that do not match the current City employee list will not be mapped; or, one default employee will be configured in Cityworks and used for this purpose. The reason for providing a default employee is because searches cannot be performed on old employees in Cityworks unless they are configured as an employee within the Cityworks system. Legacy employees can be mapped, so long as their status and pertinent employee information is populated by the City in the Woolpert-provided template.
- The total costs associated to Hansen records will be migrated to Cityworks AMS as the Total Cost, however each individual line item making up that Total Cost, such as materials, labor and equipment are excluded from this scope of work.
- Woolpert will provide an initial suggested mapping between old data types from the Hansen system to the new data types within Cityworks AMS (work order types; service order types; inspection types; asset types; statuses; employee names; etc.) The City will review, verify, and fill in any missing mappings. Each asset type will have a historical work order template and/ or a historical inspection template that will be created and aligned with fields from Hansen to import. The records imported will be migrated to only one historical work order template and/or one historical inspection per asset type. Each of the proposed migrated fields will be the same for all work order templates and inspection templates. Up to fifteen (15) fields each will be migrated from Hansen to Cityworks AMS for the work order and the inspection templates.
- The City will update the field mapping to insert the data type and data length for the Hansen system
- Woolpert will update the data conversion document to include the data types and lengths for the corresponding fields within Cityworks AMS

- All related data will have appropriate feature IDs capable of tying it to asset features in the AM System / GIS databases
- Only two iterations of data migration will be performed. Should City's failure to provide properly scrubbed data sets, per the migration specifications, require additional iterations, this work will be performed via Scope Change Order.
- There are up to 178 asset types to be converted from Hansen to GIS based on documentation provided by the City
- Source field names shall be standardized across asset types by the City
- Only asset data provided in the staging tables will be migrated to the target GIS feature or object class
- The Asset Register schema changes, as recommended in task 2.5, will be fully implemented prior to the commencement of this task

City Responsibilities

- Participate in the on-site data conversion workshops
- Perform all data prep, scrubbing, and extraction of data from source databases and provide to Woolpert in provided format
- Review and comment upon the data conversion plan

Related Sub-Tasks

4.2.1	Prepare for Data Migration Workshop	N/A
4.2.1.1	Woolpert to Prepare for Data Migration Workshops	off-site
4.2.1.2	Client PM to Prepare Site for Data Migration Workshops (CLIENT OWNED TASK)	Client
4.2.2	Facilitate Data Migration Workshops	N/A
4.2.2.1	Hansen Transactional Records to Cityworks	on-site
4.2.2.3	Hansen Asset Data to GIS	on-site
4.2.3	Develop Data Conversion Plan	N/A
4.2.3.1	Document Data Conversion Workshop Findings and Decisions	off-site
4.2.3.2	**Submit Data Conversion Plan to Client Technical Team**	**Milestone**
4.2.3.3	Client Technical Team to Review Findings and Decisions Memo (CLIENT-OWNED TASK)	Client
4.2.3.4	Facilitate Remote Review Meeting of Data Conversion Plan with Client Technical Team	off-site
4.2.3.5	Update Data Conversion Plan with Client Comments	off-site
4.2.3.6	**Submit Updated Data Conversion Plan**	**Milestone**
4.2.4	Perform Data Migration	N/A
4.2.4.1	Client to Generate Flat Files of Legacy Hansen Data Sets (CLIENT-OWNED TASK)	Client
4.2.4.2	Client to Provide Legacy Data Flat Files to Woolpert (CLIENT-OWNED TASK)	Client
4.2.4.3	Configure Data Migration Environment on Woolpert Servers	off-site
4.2.4.4	Develop, Test, and Refine Data Loading Scripts	off-site
4.2.4.5	Perform Test Data Conversion Load to new Asset Management System Database in Test Environment	off-site
4.2.4.6	Review and Analyze Test Data Migration Results	off-site
4.2.4.7	**Client to Clean-Up Data as Required (CLIENT OWNED TASK)**	Client
4.2.4.8	Update Data Conversion Scripts as Required	off-site
4.2.4.9	Reload Updated Data in Test Environment	off-site
4.2.4.10	Facilitate Data Conversion Remote Review Meetings with Client Technical Team	off-site

Task 4.3:   Develop Custom Reports and Dashboards

Key Custom Reports and Dashboards (Task 4.3) Deliverables

- Configured Functionality for Extended Reporting Capabilities
- Custom Configured User Dashboards

Throughout the project, Woolpert will catalog all of reports, metric and dashboards (collectively referred to as reports) identified during the planning and configuration tasks. Once the reports have been prioritized, Woolpert's implementation / report development team will deploy as many of the identified reports as possible within the allocated budget. Woolpert will utilize a standard reporting solution of the City's choosing, such as Crystal Reports or SQL Server Reporting Services, to develop and deploy the reports. The reports will be reviewed with City staff throughout their development via a series of in-process development reviews. Woolpert will incorporate requested changes into the reports. The reports will be tested as part of the overall User Acceptance Testing efforts.

Woolpert has allocated a number of hours to perform all custom report development activities. This effort can be adjusted up or down as the project unfolds and more is known to Woolpert about the reporting requirements and to the City about how the reports will be created.

Deliverables

- Woolpert will develop a specification detailing the reports that have been identified throughout the project
- Woolpert will develop as many custom reports as can be achieved within the allocated budget of two-hundred-forty-six (246) hours (inclusive of discovery, development, and review)

Assumptions

- Some reports may not be able to be developed until all the system integrations and data migrations have been fully tested and deployed to the Development environment

City Responsibilities

- Review and prioritize the reports presented in the report specification document
- Participate in the remote in-process review meetings

Related Sub-Tasks

4.3.1	Review and Prioritize Reports	off-site
4.3.2	Develop Report Design Specifications	off-site
4.3.3	Develop Reports	off-site
4.3.4	Hold multiple iterative progress reviews	off-site
4.4	**Phase 4	Quality Control**	**QAQC**

Task 4.4:   Phase 4 Quality Control

Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 4.5:   Phase 4 Acceptance and Close

This is the Phase exit document that the City project manager signs indicating Woolpert has delivered the Phase 4 services in accordance with the Scope of Work and Project Plan.

Phase 5: System Deployment

Key Core System Deployment (Phase 5) Deliverables

- User Acceptance and Testing (UAT) Plan
- Tester Training
- UAT Support
- Go-Live 1
  - End-User Training
  - Go-Live Support
- Go-Live 2
  - End-User Training
  - Go-Live Support

Once the Cityworks AMS solution has been configured, along with any critical related applications interfaced and advanced functionality deployed (custom integrations, data migrations), there are still a number of critical tasks that must be completed before the solution is placed into a production environment. Woolpert's implementation team will lead the City's technical team through a series of related deployment tasks that will ensure a fully tested and accepted solution as well as a City team of fully trained system administrators and end users ready to put the system to use on a daily basis.

Woolpert will assist the City system administrators in developing a thorough Testing and Acceptance Plan, designed to step the configured solution through all the technical and functional requirements that the system was configured to support. Development of this plan will be the responsibility of the City implementation team. Woolpert will support the City as they develop the Test and Acceptance Plans to ensure the Plans conform to acceptable standards. Following acceptance of the test plan, Woolpert will facilitate a series of Tester Training classes for the City's selected testing team. Immediately upon completion of this training, the City's testing team will execute the User Acceptance Testing program in accordance with the plan. While it is the City's responsibility to assemble a testing team and manage the testing procedures in-house, Woolpert staff will be made available to provide on-site (during the initial week) and remote assistance. All system configurations and business processes for all implementing divisions will be completed in this task.

Once the system testing has been completed, and all the resultant configuration updates have been made, Woolpert will deliver training and go-live support. Since the City has a large number of divisions implementing the new solution, training and go-live has been split into two (2) groups. The participants in each group will be determined by the project team and are not specified in this scope of work. It is assumed that the two waves of training / go-live activities will be sufficient and that they will be similar in size / effort.

This training will be scheduled and delivered "just in time", immediately prior to the Go-Live activities to ensure system administrators and end users are prepared to adopt and embrace the new technology solutions right out of the gate. Go-live cutover activities are a shared set of activities among the Woolpert and City project teams. Cutover activities include migrating the Cityworks database / configuration from the Development / Testing environment to a live Production environment, migrating legacy data, and installing the integration components. All cutover activities will be performed one time, except for the final migration of legacy data records for the second go-live effort. Legacy data migration for the second group of go-live divisions will be performed just before that group begins using the new system. Migration will be from the source system(s) directly into the Production version of Cityworks. Once each cutover is complete Woolpert will provide on-site Go-Live support for each deployment wave during the period immediately following the new system being placed into productive use.

Task 5.1:   Develop Test Plan

The City implementation team is responsible for developing the test plan. This will ensure that the system passes the City's expectations, not Woolpert's. It will also strengthen the City team's understating of the software's intended functionality. The focus of system testing efforts is to thoroughly test the newly installed / configured AMS solution and ensure all delivered functionality (application workflows, templates, reports, interfaces) is properly functioning. Woolpert will provide sample test plans, as requested, from other Cityworks implementations to assist the City in determining a format style for the test plan.

The test plan should derive its focus from the previously prepared AM System Configuration documents. Functional metrics that the AM System configuration must successfully achieve prior to being promoted to the City's production environment will be defined. Additionally, test scenarios designed to step City Testers through the User Acceptance Testing (UAT) process should be included in

the plan. Final plan contents will be agreed upon between the City testing team and Woolpert and will serve as the "script" for testing and approving the system configuration. The test plan will address the AM System functionality specified and configured per the Project Plan.

Deliverables

- Woolpert will provide sample Testing and Acceptance Plan documents to the City project manager.
- Woolpert will facilitate a remote review meeting with the City's testing team to review the City-developed Testing and Acceptance Plan.

Assumptions

- The final Testing and Acceptance Plan will be agreed upon between the City and Woolpert.

City Responsibilities

- The City's project team will develop a draft version of the Testing and Acceptance Plan.
- The City's project team will participate in a joint review of the Testing and Acceptance Plan.
- The City's project team will update the Testing and Acceptance Plan per Woolpert's feedback.

Related Sub-Tasks

5.1.1	Develop Test Plan Samples	off-site
5.1.2	**Submit Test Plans to Client PM**	**Milestone**
5.1.3	**Client to Review Test Plans (CLIENT-OWNED TASK)**	**Client**
5.1.4	Update Test Plans per Client Comments	off-site

Task 5.2: Facilitate User Acceptance Testing

It will be the responsibility of the City to select several end-users who will perform testing of the newly configured Cityworks solution. To effectively test the system in accordance with the Testing and Acceptance Plan, training will be provided to these end-users. Immediately following tester training, Woolpert will provide onsite support to the City's testers. Should testing extend beyond the Woolpert on-site testing support period, Woolpert will remotely support testing activities. Issues identified during the on-site testing support period will be corrected immediately so that re-testing can occur under the guidance of the Woolpert team. Issues identified after the Woolpert on-site testing support period will be corrected as quickly as possible. These issues may require that the Woolpert and City testers participate in WebEx sessions so that Woolpert can understand the issues and facilitate the retesting.

Deliverables

- Woolpert will prepare and deliver tester training materials.
- Woolpert will provide one (1) day of on-site tester training to the City's testing team.
- Woolpert will provide up to three (3) days of onsite testing support to the City's testing team.
- Woolpert will provide up to forty-four (44) hours of remote testing assistance in support of the City's testing team; hours to be used to review, correct and support retesting of issues.

Assumptions

- The City understands that failure to provide the City testing team with the appropriate training documents will impact Woolpert's ability to properly train these users in the time allotted for classroom training.
- The City understands that failure to properly prepare the training site and ensuring adequate available training resources will result in the Woolpert – City training team being unable to provide the required training to the City testers.
- The City understands that failure to properly prepare for and participate in the training sessions will significantly impact the City testing team's ability to effectively make use of the configured AM System application.
- Severity defect definitions will be documented in the Project Plan deliverable, but all parties agree with a defect rating of 1 to 4 with only 1 or 2 severity defects preventing Go-Live from happening as planned.

City Responsibilities

- Distribute training materials to the City testing team prior to the scheduled training sessions.
- Ensure training room is prepared in advance.
- The City's project manager and testing team must thoroughly review and understand the training syllabus developed by Woolpert.
- Secure an appropriate training facility suitable for participants,
- Schedule and accommodate the appropriate City testing team members such that they are available, without undue interruption, for the required number of days.

Related Sub-Tasks

5.2.1	User Acceptance Testing Support	N/A
5.2.1.1	Provide Tester Overview Training	on-site
5.2.1.2	Review UAT Entry and Exit Criteria	on-site
5.2.1.3	Perform User Acceptance Testing (CLIENT-OWNED TASK)	Client
5.2.1.4	Woolpert to Provide Onsite Testing Support	on-site
5.2.1.5	TRIP - UAT	Trip
5.2.1.6	Provide Remote User Acceptance Testing Support	off-site
5.2.1.7	Woolpert to Update AMS Configurations per Testing Results	N/A
5.2.1.7.1	Update Cityworks AMS Configuration	off-site
5.2.1.7.2	Update Configuration Documentation	off-site

Task 5.3: Provide Training Group 1

It is important that end-user training be timed to occur immediately prior to beginning live use of the system in the Production environment. Due to the large number of City departments and their related end users, a phased Go-Live is recommended. In a multi-phased Cityworks AMS roll-out, End-User Training and Go-Live Support activities occur in series for each phase. Until the previous phase is successfully using the new solution, subsequent phases do not begin end user training tasks.

Woolpert will develop training materials for end user training classes. Training materials will consist of standard Woolpert and / or Cityworks developed training guides augmented to support City specific business processes. As fully customized set of training materials is not included in this scope.

We are scoping a modified Train-the-Trainer approach to the End-User Training. In this scenario, Woolpert trainers will participate in Cityworks AMS end-user training during the first week and the City will provide all end user training after that week. During the week of Woolpert-supported training activities, Woolpert will train the trainers to conduct three distinct classes and then support those trainers as they deliver the class to other users. The three classes that will be executed using this approach are 1) Service Requests, 2) Work Order and Inspections, and 3) Cityworks Searches and GIS. Woolpert will conduct a fourth training class for Custom Business Process for the City trainers only. The trainers will incorporate training custom business processes to the affected end users when they deliver end user training.

Completion of the training efforts will result in Client system administrators and end-users being provided the system knowledge and capabilities necessary to manage (administrators) and use (end-users) the configured Cityworks AMS and integrated applications in an effective manner such that the Client's over-arching business objectives can be met through use of the newly configured system.

Classes are designed to accommodate the training of up to twenty (20) trainees with two (2) Woolpert resources. Classes where one or more trained County instructors leads the course and two (2) Woolpert team member supports the instructor can accommodate up to thirty (30) trainees.

While this formalized training occurs just prior to go-live, Client system administrators and Core Team members (Power Users) will have already participated in the following training during prior project phases:

- Software installation and configuration training (knowledge transfer)

- Multiple software demonstrations
- Asset Management System Configuration training (system exposure prior to configuration workshops)
- Multiple System Configuration workshops (in which the software is used extensively)
- Tester training
  Detailed training documentation and training agendas will be developed for each training class.

Deliverables

- Standard Cityworks training materials
- Woolpert will facilitate on-site training, as follows:

Class	Class Type	Duration
Service Requests	(Train the Trainer)	4 hours
Service Requests	(City-led, Woolpert Supported)	4 hours
Work Orders and Inspections	(Train the Trainer)	4 hours
Work Orders and Inspections	(City-led, Woolpert Supported)	4 hours
Cityworks Searches and GIS	(Train the Trainer)	4 hours
Cityworks Searches and GIS	(City-Led, Woolpert Supported)	4 hours
Custom Business Processes	(Train the Trainer)	12 hours

- Class sizes will be limited to no more than ten (10) if a single instructor is conducting the class with no assistance; class sizes can increase to up to twenty (20) if a properly trained resource, City or Woolpert, assists the lead instructor

Assumptions

- The City has an adequate training facility that can accommodate the resultant number of staff to be trained; each accessing the AM system on their own workstation
- Upon completion of two full rounds of training, City trainers will be able to further train their end-users with little to no support

City Responsibilities

- City will prepare manuals for Custom Business Process Training
- Secure an appropriate training facility
- Coordinate and schedule training participants
- Training participants shall actively participate in training activities
- City will train all users beyond that Woolpert led / supported training efforts without Woolpert participation.

Related Sub-Tasks

5.3.1	Develop Training Materials	N/A
5.3.1.1	Prepare Administration Training Manual	off-site
5.3.1.2	Prepare User Training Manual	off-site
5.3.1.3	Prepare Custom Business Process Training Manual (CLIENT-OWNED TASK)	Client
5.3.2	Conduct Cityworks Administrator Training	N/A
5.3.2.1	Provide Cityworks AMS Administration Training	on-site
5.3.2.2	TRIP - Administrator Training	Trip
5.3.3	Conduct Training	N/A
5.3.3.1	Prepare Training Agenda and Materials	off-site
5.3.3.2	Prepare Client Site for Training (CLIENT-OWNED TASK)	Client
5.3.3.3	Training for Go-Live Group 1	N/A
5.3.3.3.1	Service Requests Train-the-Trainer Training Session	on-site
5.3.3.3.2	Service Requests End-User Training Session - City Led; Woolpert Support	on-site

5.3.3.3.3	Work Order and Inspections Train the Trainer Training Session	on-site
5.3.3.3.4	Work Order and Inspections End-User Training Session - City Led; Woolpert Supported	on-site
5.3.3.3.5	Cityworks Searches and GIS Train-the-Trainer Session	on-site
5.3.3.3.6	Cityworks Searches and GIS End-User Training Session - City Led; Woolpert Supported	on-site
5.3.3.3.7	Custom Business Process Train-the-Trainer Training	on-site
5.3.3.3.8	**TRIP - End-User Training**	**Trip**
5.3.3.3.9	**City-led End User Training**	

Task 5.4:   Provide Go-Live Support Group 1

Immediately following the Cityworks AMS (and related systems) Training, Go-Live cutover tasks will begin. Cutover tasks are those activities that ready the production Cityworks environment for live use. Cutover tasks are shared between the Woolpert and City teams. Cutover tasks include ensuring that all terminals / devices requiring access to the AM System application(s) are tested for connectivity; all terminals requiring the ability to print documents are tested for connectivity; and all system user accounts are tested for login ability. Cutover also includes porting the configured and approved Cityworks AMS (and related) databases from the Development environment to the Production environment and final migration of the legacy Hansen data. Each of these tasks will be shared by the Woolpert and City teams as determined during the project.

Woolpert resources will provide five (5) days of on-site Go-Live support during the go-live week. Woolpert will assist the City's end-users and system administrators with site-specific access and configuration issues and application use and will provide additional coaching and supplemental training during the on-site go-live support period.

Deliverables

- Woolpert will provide on-site Go-Live preparation services (cutover) as detailed above
- Woolpert will provide on-site Go-Live Support, as detailed above.

Assumptions

- The City's project manager will provide project sign-off within agreed upon timeframe following Go-Live.

City Responsibilities

- The City's project manager, Cityworks administrators, and IT support staff should equally assist in administering the Go-Live tasks to make sure it is clear to the End-Users that the City is internally capable of supporting the newly deployed Cityworks AMS solution. The City system administrators and IT support staff will benefit from learning basic AM System troubleshooting routines during this time.

Related Sub-Tasks

5.4.1	**Prepare for Go-Live Round 1**	N/A
5.4.1.1	Develop Cutover Plan	off-site
5.4.1.2	**Submit Cutover Plan to Client PM**	**Milestone**
5.4.1.3	**Review Cutover Plan (CLIENT-OWNED TASK)**	Client
5.4.1.4	Facilitate Remote Review of Cutover Plan	off-site
5.4.1.5	Perform Dress Rehearsal	off-site
5.4.2	**Conduct Go-Live Group 1**	N/A
5.4.2.1	Migrate Cityworks Application and Database from Development to Production Environment	on-site
5.4.2.2	Perform Data Load to Production Environment AMS Database	on-site
5.4.2.3	Perform Final Legacy Hansen Data Load to Production Cityworks and ArcGIS Databases	on-site

5.4.2.4	Woolpert to Perform System Tests in Production Environment and Correct as Required	on-site
5.4.2.5	Woolpert to Support City Integration Deployment to Production	off-site
5.4.2.6	Woolpert to Provide One Week of Go-Live Support for Group 1 Go-Live	on-site
5.4.2.7	**TRIP - Go-Live Support**	**Trip**

Task 5.5:   Provide Training Group 2

It is important that end-user training be timed to occur immediately prior to beginning live use of the system in the Production environment. Due to the large number of City departments and their related end users, a phased Go-Live is recommended. In a multi-phased Cityworks AMS roll-out, End-User Training and Go-Live Support activities occur in series for each phase. Until the previous phase is successfully using the new solution, subsequent phases do not begin end user training tasks.

Woolpert will develop training materials for end user training classes. Training materials will consist of standard Woolpert and / or Cityworks developed training guides augmented to support City specific business processes. As fully customized set of training materials is not included in this scope.

We are scoping a modified Train-the-Trainer approach to the End-User Training. In this scenario, Woolpert trainers will participate in Cityworks AMS end-user training during the first week and the City will provide all end user training after that week. During the week of Woolpert-supported training activities, Woolpert will train the trainers to conduct three distinct classes and then support those trainers as they deliver the class to other users. The three classes that will be executed using this approach are 1) Service Requests, 2) Work Order and Inspections, and 3) Cityworks Searches and GIS. Woolpert will conduct a fourth training class for Custom Business Process for the City trainers only. The trainers will incorporate training custom business processes to the affected end users when they deliver end user training.

Completion of the training efforts will result in Client system administrators and end-users being provided the system knowledge and capabilities necessary to manage (administrators) and use (end-users) the configured Cityworks AMS and integrated applications in an effective manner such that the Client's over-arching business objectives can be met through use of the newly configured system.

Classes are designed to accommodate the training of up to twenty (20) trainees with two (2) Woolpert resources. Classes where one or more trained County instructors leads the course and two (2) Woolpert team member supports the instructor can accommodate up to thirty (30) trainees.

While this formalized training occurs just prior to go-live, Client system administrators and Core Team members (Power Users) will have already participated in the following training during prior project phases:

- Software installation and configuration training (knowledge transfer)
- Multiple software demonstrations
- Asset Management System Configuration training (system exposure prior to configuration workshops)
- Multiple System Configuration workshops (in which the software is used extensively)
- Tester training
  Detailed training documentation and training agendas will be developed for each training class.

Deliverables

- Standard Cityworks training materials
- Woolpert will facilitate on-site training, as follows:

Class	Class Type	Duration
Service Requests	(Train the Trainer)	4 hours
Service Requests	(City-led, Woolpert Supported)	4 hours
Work Orders and Inspections	(Train the Trainer)	4 hours
Work Orders and Inspections	(City-led, Woolpert Supported)	4 hours
Cityworks Searches and GIS	(Train the Trainer)	4 hours
Cityworks Searches and GIS	(City-Led, Woolpert Supported)	4 hours
Custom Business Processes	(Train the Trainer)	12 hours

- Class sizes will be limited to no more than ten (10) if a single instructor is conducting the class with no assistance; class sizes can increase to up to twenty (20) if a properly trained resource, City or Woolpert, assists the lead instructor

Assumptions

- The City has an adequate training facility that can accommodate the resultant number of staff to be trained; each accessing the AM system on their own workstation
- Upon completion of two full rounds of training, City trainers will be able to further train their end-users with little to no support

City Responsibilities

- Secure an appropriate training facility
- Coordinate and schedule training participants
- Training participants shall actively participate in training activities
- City will train all users beyond that Woolpert led / supported training efforts without Woolpert participation.

Related Sub-Tasks

5.5.1	Conduct End-User Training for Go-Live Group 2	N/A
5.5.1.1	Service Requests Train-the-Trainer Training Session	on-site
5.5.1.2	Service Requests End-User Training Session - City Led; Woolpert Supported	on-site
5.5.1.3	Work Order and Inspections Train-the-Trainer Training Session	on-site
5.5.1.4	Work Order and Inspections End-User Training Session - City Led; Woolpert Supported	on-site
5.5.1.5	Cityworks Searches and GIS Train-the-Trainer Training Session	on-site
5.5.1.6	Cityworks Searches and GIS End-User Training Session - City Led; Woolpert Supported	on-site
5.5.1.7	Custom Business Process Train-the-Trainer Training	on-site
5.5.1.8	TRIP - End-User Training	Trip
5.5.1.9	Client-Led End User Training (CLIENT-OWENED TASK)	Client

Task 5.6: Provide Go-Live Support Group 2

Immediately following the Cityworks AMS (and related systems) Training, Go-Live cutover tasks will begin. Cutover tasks are those activities that ready the production Cityworks environment for live use. Cutover tasks are shared between the Woolpert and City teams. Cutover tasks include ensuring that all terminals / devices requiring access to the AM System application(s) are tested for connectivity; all terminals requiring the ability to print documents are tested for connectivity; and all system user accounts are tested for login ability. Cutover also includes final migration of the legacy Hansen data. This task will be shared by the Woolpert and City teams as determined during the project. NOTE: porting the Cityworks configuration for these groups is not required. This is because once User Acceptance Testing is complete, no configuration changes will be made to the Cityworks database. The Cityworks database ported to production for the first Go-Live will contain all the configurations required for these go-live groups.

Woolpert resources will provide five (5) days of on-site Go-Live support during the go-live week. Woolpert will assist the City's end-users and system administrators with site-specific access and configuration issues and application use and will provide additional coaching and supplemental training during the on-site go-live support period.

Deliverables

- Woolpert will provide on-site Go-Live preparation services (cutover) as detailed above
- Woolpert will provide on-site Go-Live Support, as detailed above.

Assumptions

- The City's project manager will provide project sign-off within agreed upon timeframe following Go-Live.

City Responsibilities

- The City's project manager, Cityworks administrators, and IT support staff should equally assist in administering the Go-Live tasks to make sure it is clear to the End-Users that the City is internally capable of supporting the newly deployed Cityworks AMS solution. The City system administrators and IT support staff will benefit from learning basic AM System troubleshooting routines during this time.

Related Sub-Tasks

5.6.1	**Prepare for Go-Live Round 2**	N/A
5.6.1.1	Update Cutover Plan for Round 2	off-site
5.6.1.2	**Submit Cutover Plan to Client PM**	**Milestone**
5.6.1.3	Review Cutover Plan (CLIENT-OWNED TASK)	Client
5.6.1.4	Facilitate Remote Review of Cutover Plan	off-site
5.6.1.5	Perform Dress Rehearsal (if required)	off-site
5.6.2	**Conduct Round 2 Go-Live**	N/A
5.6.2.1	Woolpert to Perform System Tests in Production Environment and Correct as Required	on-site
5.6.2.2	Woolpert to Provide One Week of Go-Live Support for Group 2 Go-Live	on-site
5.6.2.3	**TRIP - Go-Live Support**	**Trip**

Task 5.7: Phase 5 Quality Control

Woolpert technical resources, not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 5.8: Phase 5 Acceptance and Close

This is the Phase 4 exit document that the City signs indicating Woolpert has delivered the Phase 4 services in accordance with the Scope of Work. After the phase 4 has been approved by the City, Woolpert will provide a project close document for signature by the City, signifying that all items listed within this scope of work have been completed.

Schedule and Fee

Below Woolpert has provided a breakdown of both schedule and fee by major tasks. Woolpert has developed a detailed project schedule that will take twenty-one (21) months to complete from notice-to-proceed (NTP), which is based on received a signed contract and purchase order. Upon receiving NTP, both Woolpert and the City will review and mutually agree on any final schedule changes prior to beginning the project. It has been agreed the twenty-one (21) month timeframe will begin on the project kickoff date has been confirmed by the City and Woolpert. Below is a breakdown of major tasks and their durations. The durations will not change, only the start and finish dates.

Regarding the fee, Woolpert will invoice per the contract and will invoice on a percent complete basis. By mutual consent, the fee has been reduced by two percent (2%).

WBS	Task Name	Duration	Cost (Discounted 2%)
1	PHASE 1 | PROJECT MANAGEMENT		
1.1	Provide Written Notice to Proceed (CLIENT-OWNED TASK)	0 days	$0.00
1.2	Project Administration	430 days	$43,751.96
1.3	Ongoing Project Management Tasks	424 days	$42,836.75
1.4	Project Kick-Off Meeting	7.25 days	$2,787.25
Phase 1 Totals		**430 days**	**$89,375.96**
2	PHASE 2 | IMPLEMENTATION PLANNING		
2.1	Provide Asset Management Software Demonstrations	11.75 days	$12,876.47
2.2	Conduct Pre-Planning Discovery	19.5 days	$51,477.45
2.3	Install and Test Cityworks	16.5 days	$4,568.63
2.4	Conduct Business Process Review	32 days	$34,815.69
2.5	Develop Conceptual Asset Register	83.5 days	$36,767.65
2.6	Analyze Facilities Asset Register	TBD	$49,019.61
2.7	Phase 2 | Quality Control	83.5 days	$4,607.84
2.8	Phase 2 | Acceptance and Close	0 days	$0.00
Phase 2 Totals		**83.5 days**	**$194,133.33**
3	PHASE 3 | SYSTEM DESIGN AND CONFIGURATION		
3.1	Prepare Initial Configuration Documentation	4.5 days	$2,692.16
3.2	Core Cityworks AMS Configuration	105.75 days	$155,562.75

WBS	Task Name	Duration	Cost (Discounted 2%)
3.3	Review and Approval of Updated System Configuration and Documentation	10.5 days	$3,972.55
3.4	Provide Cityworks AMS Software Demonstrations	2 days	$12,852.94
3.5	Phase 3	Quality Control	121 days	$6,220.59
3.6	Phase 3	Acceptance and Close	0 days	$0.00
Phase 3 Totals		**121 days**	**$181,300.98**
4	PHASE 4	ADVANCED FUNCTIONALITY		
4.1	Develop Application Interfaces	125.5 days	$344,009.80
4.2	Perform Data Conversion of Legacy Asset Management Data	71.75 days	$60,462.75
4.3	Develop Custom Reports and Dashboards	45 days	$31,411.76
4.4	Phase 4	Quality Control	169 days	$18,431.37
4.5	Phase 4	Acceptance and Close	0 days	$0.00
Phase 4 Totals		**169 days**	**$454,315.69**
5	PHASE 5	SYSTEM DEPLOYMENT		
5.1	Develop Test Plan	15 days	$3,098.04
5.2	Facilitate User Acceptance Testing	12.5 days	$25,125.49
5.3	Provide Training Group 1	16 days	$28,350.98
5.4	Provide Go-Live Support Group 1	24.5 days	$46,411.76
5.5	Provide Training Group 2	9.5 days	$16,533.33
5.6	Provide Go-Live Support Group 2	13.25 days	$32,533.33
5.7	Phase 5	Quality Control	77 days	$5,529.41
5.8	Phase 5	Acceptance and Close	0 days	$0.00
Phase 5 Totals		**77.25 days**	**$157,582.35**
PROJECT TOTALS		**434 days**	**$1,076,708**

Exhibit B - Compensation

Software Maintenance and Support.

Support Period	Amount	Duration
Period 1	$95,000	July 1, 2018 to June 30, 2019
Period 2	$110,000.00	July 1,2019 to June 30, 2020
Period 3	$120,000.00	July 1,2020 to June 30, 2021
Period 4	$120,000.00	July 1,2021 to June 30, 2022
Period 5	$120,000.00	July 1,2022 to June 30, 2023

Period 1 will be covered in the implementation costs, periods 2 through 5 will be allocated annually to each department through the IT cost allocation process.

The delivery of any Software will be dependent upon the prior receipt of payment for the Software as identified above. The performance of annual support services will be dependent upon the receipt of payment prior to the support period identified above.

Software license, maintenance and support services provided by Azteca shall be provided at no mark-up by Woolpert to City.

EXHIBIT C

CITYWORKS®
LICENSE AND MAINTENANCE TERMS

Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA hereby provides a software license and maintenance support to the **City of Santa Rosa**, California, hereinafter referred to as the "City" or "Licensee," using certain of Azteca Systems Licensed Products through a subcontract between Woolpert, Inc. ("Woolpert") and Azteca Systems. It is agreed that Woolpert is acting purely as an administrative agent on behalf of both the Licensee and Azteca Systems and Woolpert shall not be liable for performance of the Software or maintenance provided by Azteca Systems provided that the subcontract between Woolpert and Azteca requires that Azteca provide the Software license and maintenance support to City for the duration of the term of this Agreement and Woolpert assists City as facilitating agent. Azteca Systems agrees pursuant to the subcontract with Woolpert, that Licensee shall have the right to enforce the Cityworks License and Maintenance Terms and shall look solely to Azteca Systems regarding performance of the software and maintenance provided by Azteca Systems with administrative assistance provided by Woolpert. Azteca Systems agrees pursuant to its subcontract with Woolpert and pursuant to Woolpert's Contract with the City, to look solely to the Licensee with respect to compliance with the Cityworks License and Maintenance Terms with administrative assistance provided by Woolpert. This License is effective immediately upon delivery of Licensed Products set forth in Addendum 1).

Azteca Systems Products are licensed under the terms and conditions of this License.

The Cityworks License and Maintenance Terms include (i) the terms and conditions herein, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

ARTICLE 1—DEFINITIONS

1.1   **Definitions.** The terms used are defined as follows:

a.   "License" means this Software License inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.

b.   "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code,   token, account user name and password, or other mechanism required for use of a Product.

c.   "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.

d.   "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.

e.   "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.

f.   "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes   Licensee to install and use the Software for deployment in Licensee's internal use.

g.   "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.

h.   "Documentation" means all user reference documentation that is delivered with the Software.

i.   "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this License in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

j.   "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this License.

k.   "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.

l.   "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.

m.   "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.

n.   "Preview" means any alpha, beta, or prerelease Product.

o.   "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

p.   "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

q.   "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.

r.   "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.

s.   "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This License does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this License including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1   Grant of License. Subject to the terms of this License, Azteca Systems grants to Licensee (through a subcontract with Woolpert) a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this License and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this License.

a.   *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.

b.   *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.

c.   *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this License. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

a. For Products delivered to Licensee, Licensee may:

1. Install and store Products on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
4. Move the Software in the licensed configuration to a replacement Server.

b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Azteca Systems, LLC. and its licensors. All rights reserved."

c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
c. Act as a service bureau or Commercial ASP;
d. Use Software, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service) except Licensee may do so as part of the Licensee's usage for non-commercial regular revenue generating activities;
e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;

f.   Redistribute Authorization Codes;
g.   Reverse engineer, decompile, or disassemble Products;
h.   Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
i.   Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
j.   Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
k.   Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
l.   Unbundle or independently use the individual or component parts of Software or Online Services;
m.   Incorporate any portion of the Software into a product or service that competes with the Software;
n.   Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
o.   Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1.   The initial term of this License will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2.   Either party may terminate this License or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3.   Termination for Convenience: Either party may terminate this License by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4.   In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this License and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this License in whole or in part. If a party to this License chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5.   Upon termination of the License and Maintenance Terms, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Terms, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6.   If this License is terminated for convenience, the Licensee is only liable for payment required by the terms of this License for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7.   If this License is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year in order to

transfer data to another system, Azteca will allow any reasonable request to extend beyond one (1) year, not to exceed two years total.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants through the subcontract with Woolpert for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this License is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1   Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE TERMS OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2   General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE   TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3   Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth   in this License will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1   Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

    a.   Licensee promptly notifies Azteca Systems in writing of the claim;
    b.   Licensee provides documents describing the allegations of infringement;
    c.   Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
    d.   Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2   If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3   Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca

Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License shall be binding on the respective successors and assigns of the parties to this License. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance terms.

9.8 Equitable Relief. Licensee agrees that any breach of this License by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire License. This License, including its incorporated documents, subcontracts, addendums, and exhibits constitutes the license for the products and as to the subject matter set forth herein. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License must be in writing and signed by each party or as otherwise provided in Addendum #1.

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

Server AMS Premium Enterprise License (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Tablet
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
CCTV Interface for PACP
MicroPaver Interface
Operational Insights
Performance Budgeting
Web Hooks
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations.

Annual fee herein is based on 150,001 - 200,000 population range.

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this License shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	**City of Santa Rosa** 69 Stony Circle Santa Rosa, CA 95401	
	Attn:	Jeannine Sarragossa
	E-mail:	jsarragossa@srcity.org
	Phone:	707.543.3159

3. **Delivery Date/Effective Date of Software**

MM/DD/YYYY
07/01/2018

4. **Schedule of Payments and Fees under License and Maintenance Terms**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	07/01/2018 – 06/30/2019	$ 95,000.00
Period 2	07/01/2019 – 06/30/2020	$110,000.00
Period 3	07/01/2020 – 06/30/2021	$120,000.00
Period 4	07/01/2021 – 06/30/2022	$120,000.00
Period 5	07/01/2022 – 06/30/2023	$120,000.00

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC through a subcontract with Woolpert, Inc. Maintenance and Support are provided subject to the terms and conditions of the License and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT**: Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

    1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

    1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this License provide the following:

        (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;

        (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and

        (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

    1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

        (a) Support for applying or installing upgrades and service packs;

        (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;

        (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;

        (d) Licensee Data debugging and/or correcting;

        (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;

        (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;

        (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and

        (h) Questions such as configuration, implementation and walk-throughs.

    1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5.   Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6.   **Authorized Callers**. Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7.   **Cityworks Online Support and Customer Portal**. Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at http://www.mycityworks.com.

2.   PROCEDURES FOR ACCESSING SUPPORT:

2.1.   All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2.   Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3.   For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4.   After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5.   Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. **CHARGES/FEES**

3.1.   License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2.   Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year five (5) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3.   **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4.   **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. **MISCELLANEOUS**

4.1.   **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2.   **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this License shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;

2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Terms;

3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this License and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this License;

4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;

5. Upon expiration or termination of this License, the rights of usage to any Third Party Contractor shall immediately terminate;

6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this License, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;

7. Any breach of this License by any Third Party Contractor(s) will be deemed to be a breach by Licensee;

8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this License on the same basis as the terms apply to Licensee; and

9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this License. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

_____
Third Party Contractor Name (Print)

By: _____
     Authorized Signature
Date: _____