STATEMENT OF WORK

Between:

City of Yakima, Washington 129 N. Second Street Yakima, WA 98901 USA	And	Cayenta, A Division of N. Harris Computer Corporation 4200 North Fraser Way, Suite 201. Burnaby, BC V5J 5K7 Canada

For:

An Upgrade of Cayenta

In accordance with this agreement and its attachments.

City of Yakima, Washington *(Hereafter references as CLIENT)*	*Cayenta, A Division of N. Harris* *Computer Corporation (Hereafter* *referenced as HARRIS)*
Name: _____ (Signature)	Name: _____ (Signature)
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Date: _____	Date: _____

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1. Overview and Pricing Summary

The CLIENT is embarking on an upgrade of Cayenta software to version 9.0 (the latest release level generally available). Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project.

CLIENT has requested to engage HARRIS for value-added services related to the upgrade as outlined in the Table of Services. These services are not included in the Software and Maintenance Fees.

The upgrade services are organized into discrete units of work called Upgrade Services Offerings and are provided by HARRIS' pool of upgrade resources.

HARRIS and CLIENT agree to schedule and begin the upgrade within 120 days of signature.

The CLIENT is responsible for defects associated with configuration, modifications, interfaces, and reporting that have been changed by the CLIENT or other Consultants (not contracted by HARRIS) without HARRIS written approval.

The ongoing operation for the Solution will be the responsibility of the CLIENT following the Upgrade Go-live date with the support of HARRIS. The CLIENT will transition to HARRIS Support after completion of the Transition period as outlined in the Upgrade Table of Services.

The completion of Transition constitutes the completion of the Upgrade and the end of the project.

Summary Pricing

$220.00	Hourly Rate - 2021
$190.00	COY Upgrade - Good Customer Rate - $30 per hour reduction (per hour reduction same as 2018 quote)
$120.00	COY Budget Billing Discount - Good Customer Rate - $100 per hour reduction (per hour reduction same as 2018 quote)

Functional Area	Notes/Comments	License Costs	Implementation Costs	Implementation Hours	Estimated Travel Costs	Annual cost - based on employee count
Upgrade	To v9	$0	$215,600	980	$0	
Upgrade discount	City of Yakima Appreciation Discount		-$29,400			
Connect Time Entry	100 Users ($3.30 per month - per employee)		$14,300	65		$3,960
Sub-total - Upgrade			$200,500			
Budget Billing	Implementation of Equalized Billing	$0	$56,760	258	$0	
Upgrade discount	City of Yakima Appreciation Discount		-$25,800			
Sub-total - Budget Billing			$30,960			
TOTAL		$0	$231,460		$0	$3,960

Customer Appreciation Discount included in the above - if signed by Feb 28 2021   *-$55,200*

2. CLIENT Profile

The following has been provided by CLIENT for reference:

Products currently installed (CIS, FMS, WM, HR/PA)	CIS, CF and WM
Current Version (e.g. - 7.7.0)	7.9.0.44
Oracle or SQL Server Database (& version)	Oracle 12c Release 12.1.0.1.0 64 bit (considering SQL Server)
Number of CIS Accounts	25,000
Number of Users	356 accounts; active 60
FMS Modules	GL, AP, CC, AR, JC, PM, PO, RE
HR/PA Modules	NA
WM Modules	WO, FA, EQ, IN (And MWM)
Cayenta Managed Solutions (CMS)	Yes
Actuate or Cognos (version?, Planet Press?, TM1?)	Cognos 10.2
Custom Cayenta Reports	See reports list below
CF scripting (or In-house built scripts)	Yes
Budget Prep	No TM1 Budget prep - but use Budget tracking within CF
Time Entry (TE)	Yes - Limited use for the Public Works side of things (150 people)
Customer Self Service (CSS)	Yes - Gen3
Employee Self Service (ESS)	No
Vendor Self Service (VSS)	No
Cayenta Dashboard	No
Cognos Analytics for Excel (CAFÉ) and Cayenta Framework models	No
Cayenta Analytics (for Utilites)	No
Cayenta Link using Excel (CLUE)	No
Custom Portals	Nob Hill, Smart Gov, Customer Services, GIS sync, Beacon, Storm water billing, Invoice Cloud, COY Billing

Custom Interfaces	Yes, Beacon
3rd party integration	Invoice Cloud; JMAP?
Combined Menus already? (Y/N)	Yes
Combined Database already? (Y/N)	Yes
Internal or 3rd Party Upgrade Project Manager?	In-house PM
Known Constraints (e.g. Must be live by, etc.)	I can not think of any constraints - other than we will want to get this process started as it will take time.
Complete list of WORD Templates/Forms used AP Check; AP Direct Deposit; Bid Form; Payroll Check; Payroll Direct Deposit; Purchase Order	sfga30b - A/R old invoice template sfga30y - A/R invoice template (replaces sfga30b) sfga565 - AP check template sfga675 - 1099 interest sfga676 - 1099 Sfga747 - 1099 real estate sfgar31 - A/R statement template sfgbykc - Bid form sfgpykc - Purchase Order form
Already using Time-Based Employee Master?	NA
Already using Time-Based Deductions?	NA

How far back do Yeared financial tables go?	We have data sets that go to 2009 but there is only full Cayenta data from 2014 onward:
	  2009 - blank data set - remove
	  2010 - was used for opening balance for go-live
	  2011 - 2013 - journal entries only from data conversion. Ask Finance and Cayenta if we still need these.

Number of Employees (Total; Full; Part-time; Seasonal)	850
Number of Environments (CayTest, CayGold,CayProd?)	4 environments PROD DEV TRAIN MWM

The following custom reports have been identified by CLIENT. See Table of Services section 5 for services related to reports and portals.

REPORTS	Revenue,
	Cash by source,
	Meter stats,
	AR 295T,
	AR transaction,
	Revenue by fund,
	Open utility accounts,
	AR bill count for period,
	AR Header Adjustment,
	Billing By cycle code,
	AR Payment Process,
	WW strong Waste,
	Several refuse reports.

Cognos Reports:
=============
Collection Letters (model):
YAK_76_SECOND_REMINDER
YAK_80_WTR_SHUTOFF
YAK_81_NOWTR_LATE
YAK_82_NOWTR_PRECOL
YAK_AR_COLLECTION
YAK_SW_FINAL
YAK_SW_FIRST
YAK_SW_SECOND
Revenue (model):
Master_Revenue_Report
Custom:
YAK_BILL_PRINT
YAK_BILL_STATEMENT
YAK_DOG_LICENSE_RENEWAL_LETTER
YAK_INVENTORY_REQUEST_LIST
YAK_METER_STATISTICS_REPORT
YAK_MISC_INVOICE
YAK_MISC_STATEMENT
YAK_PRE_PROCESS_WRITEOFF
YAK_RABIES_SHOT_EXP_LETTER
YAK_SERVICE_ORDER
YAK_WORK_ORDER

3. Table of Services

Items marked with a quantity of '0' are not part of the project, but noted as reference only.

Rate	$190.00

Services Component 1: Monthly Services							
Item	**Description**	**Group**	**Qty**	**Unit**	**Hours**	**Total Hours**	**Total**
1.01	Monthly Project Manager Services Represents 8 hours per week	PM	5	Months	40	200	$38,000.00
1.02	Monthly Consulting Services - CIS Represents 8 hours per week	Consulting	4	Months	32	128	$24,320.00
1.03	Monthly Consulting Services - FMS Represents 8 hours per week	Consulting	4	Months	32	128	$24,320.00
1.04	Monthly Consulting Services - WMS Represents 8 hours per week	Consulting	4	Months	32	128	$24,320.00
1.05	Go-Live - Go-Live weekend & 1-week transition - then hand back to Standard Support	Consulting and PM	1	Each	72	72	$13,680.00
	Total					**656**	**$124,640.00**

Audit Services 2: Included in Monthly Services (above)							
Item	**Description**	**Group**	**Qty**	**Unit**	**Hours**	**Total Hours**	**Total**
2.01	Environment Audit - no cost	Included	1	Each	8	8	$0.00
2.02	Functional Audit - no cost	Included	1	Each	16	16	$0.00
2.03	Product Release notes and Feature Release documents - Available online via HAL and the Cayenta Wiki	Support	1	Each	0	0	$0.00
2.04	End User Training guides for upgrade version This will be delivered via the Cayenta wiki	Support	1	Each	0	0	$0.00
	Total						**$ -**

Services Component 3: Technical and Data Services							
Item	**Description**	**Group**	**Qty**	**Unit**	**Hours**	**Total Hours**	**Total**
3.01	Creation and validation of new Production environment (CayProd) for upgrade version	Technical	1	Each	16	16	$3,040.00

Item	Description	Group	Qty	Unit	Hours	Total Hours	Total
3.02	Adding SSL Security for Web Applications Enhanced service controls & API using SSL security (HTTPS)	Web	1	Each	8	8	$1,520.00
3.03	Upgrade Cognos	Reporting	1	Each	8	8	$1,520.00
3.04	Data Refresh and Mock Go-Live (planning, support and execution)	Technical	1	Each	16	16	$3,040.00
3.05	Tech assistance during upgrade (troubleshooting)	Technical	1	Each	24	24	$4,560.00
3.06	Creation of 3 other new environments - DEV; TRAIN; MWM	Technical	3	Each	8	24	$4,560.00
3.07	Go-Live Technical Tasks	Technical	1	Each	20	20	$3,800.00
	Total					**116**	**$ 22,040.00**

Services Component 4: New Product / Feature Implementation Services							
Item	**Description**	**Group**	**Qty**	**Unit**	**Hours**	**Total Hours**	**Total**
4.01	Caystone training and set up of Cayenta core test cases. The latest relevant test cases will be loaded by Cayenta project team. Clients users will be set up to use Caystone.	General	1	Each	4	4	$760.00
4.02	Migrating and converting to Tab Based workflows - Discovery. For heavy workflow-based customers this can be very extensive and needs analysis to determine hours required. The discovery session does not include configuration	General	1	Each	4	4	$760.00
4.03	Inquiry Summary tab - Discovery. There can be multiple tabs, and each can be complex, so need good requirements to properly assess. The discovery session does not include configuration	General	1	Each	4	4	$760.00

4.04	Business Process Review - CIS Identify areas of inefficiency & recommend business processes to maximize the software capabilities. Sessions allocated for Business Process review will focus on improving the processes so as the result the customer can be more efficient in their day to day activities. The result of these sessions is a detailed report with summary of findings and the next steps and recommendations. Any resulting configuration or system changes requiring Cayenta involvement will be managed through the Change Control process.	CIS	1	Each	20	20	$3,800.00
4.05	Enhanced Quick Enrollment - Discovery	CIS	1	Each	8	8	$1,520.00
4.06	Business Process Review - FMS Identify areas of inefficiency & recommend business processes to maximize the software capabilities. Sessions allocated for Business Process review will focus on improving the processes so as the result the customer can be more efficient in their day to day activities. The result of these sessions is a detailed report with summary of findings and the next steps and recommendations. Any resulting configuration or system changes requiring Cayenta involvement will be managed through the Change Control process.	FMS	1	Each	20	20	$3,800.00
4.07	Journal Voucher security setup	FMS	1	Each	4	4	$760.00
4.08	Overview training on Accounts Payable New Invoice Entry	FMS	1	Each	4	4	$760.00
4.09	FMS Scripting assistance - update older scripts to continue working with new/updated screens	FMS	1	Each	8	8	$1,520.00
4.10	Fixed Assets - new secondary (off-books) depreciation calculation features/reports - Discovery. The discovery session does not include configuration	FMS	1	Each	8	8	$1,520.00

Item	Description	Group	Qty	Unit	Hours	Total Hours	Total
4.11	Business Process Review - WMS Identify areas of inefficiency & recommend business processes to maximize the software capabilities. Sessions allocated for Business Process review will focus on improving the processes so as the result the customer can be more efficient in their day to day activities. The result of these sessions is a detailed report with summary of findings and the next steps and recommendations. Any resulting configuration or system changes requiring Cayenta involvement will be managed through the Change Control process.	WMS	1	Each	20	20	$3,800.00
4.12	Work Order Auto Print Functionality: Provide necessary control across WMS and CIS products to support auto printing - Includes set up, configuration and testing assistance	WMS	1	Each	12	12	$2,280.00
4.13	New Equipment Module - Discovery. The discovery session does not include configuration	WMS	1	Each	12	12	$2,280.00
	Total					**128**	**$24,320.00**

Services Component 5: BI Services							
Item	**Description**	**Group**	**Qty**	**Unit**	**Hours**	**Total Hours**	**Total**
5.01	Custom Cognos reports migration/updating (T&M)	Reporting	1	Each	12	12	$2,280.00
5.02	Replacement of WORD Templates with Cognos reports - **AP Check** - 40 hours to update Generic Core version - 52 hours if Custom version desired	Reporting	1	Each	40	40	$7,600.00
5.03	Replacement of WORD Templates with Cognos reports - **Bid Form** - 0 hours to use Generic Core version - 16 hours if Custom version desired	Reporting	1	Each	16	16	$3,040.00
5.04	Replacement of WORD Templates with Cognos reports - **Purchase Order** - 0 hours to use Generic Core version - 12 hours if Custom version desired	Reporting	1	Each	12	12	$2,280.00
						80	**$15,200.00**

Rate $215.00

	Services Component 6: Connect Time Entry (CTE) TE/WO Resource Batch Import + TE Equipment Import/Batch Creation						
Item	**Description**	**Group**	**Qty**	**Price Per Unit**	**Hours**	**Total Hours**	**Total**
6.01	Preparation	Connect TE	1	Each	3	3	$660.00
6.02	Job Cost resource setup	Connect TE	1	Each	4	4	$880.00
6.03	CTE resource setup & configuration	Connect TE	1	Each	8	8	$1,760.00
6.04	Testing Assistance & Train the Trainer	Connect TE	1	Each	40	40	$8,800.00
6.05	Go Live	Connect TE	1	Each	6	6	$1,320.00
6.06	Post Go Live assistance	Connect TE	1	Each	4	4	$880.00
	CTE and Resource/Equipment Total					**65**	**$14,300.00**

Upgrade Summary		
	Hours	**Price**
Services Fees Fixed Price	1,033	$198,220.00
Services Fees T&M	12	$2,280.00
Upgrade - Total	**1045**	**$200,500.00**
Optional Travel	-	$0.00

Rate $115.00

	Services Component 7: Budget Billing Implementation Equalized Only						
Item	**Description**	**Group**	**Qty**	**Price Per Unit**	**Hours**	**Total Hours**	**Total**
7.01	Configuration - General	Equalized BB	1	Each	48	48	$5,760.00
7.02	Bill Print Modification for BB	Equalized BB	1	Each	90	90	$10,800.00
7.03	Testing Support	Equalized BB	1	Each	112	112	$13,440.00
7.04	Training Support	Equalized BB	1	Each	8	8	$960.00
	Budget Billing - Total					**258**	**$30,960.00**

4. Table of Durations

Planned Duration of Upgrade

	Month 01	Month 02	Month 03	Month 04	Month 05
1 - Monthly Services					
1.01 Upgrade Manager	▓▓▓	▓▓▓	▓▓▓	▓▓▓	▓▓▓
1.02 Consulting Support - CIS	░░▓	▓▓▓	▓▓▓	▓▓▓	░░░
1.03 Consulting Support - FMS	░░▓	▓▓▓	▓▓▓	▓▓▓	░░░
1.04 Consulting Support - WMS	░░▓	▓▓▓	▓▓▓	▓▓▓	░░░
1.05 Go-Live Transition					▓▓
2 - Audit	░▓				
3 - Technical and Data Services	▓			Mock	Go-Live
4 - New feature config/training	░▓	▒▒▒	▒▒▒		
5 - BI Services					
6 - Connect Time Entry		▒▒▒	▒▒▒	▒	
7 - Budget Billing					
Client Testing	░▓	██	██	██	

Legend:

- 🟦 PM and Consulting Services
- 🟦 Technical Services
- 🟥 New feature discovery/training/services
- 🟩 Client Testing

5. Scope of Work

The following section provides the scope of work outlined in Section 3: Table of Services in further detail.

Services Component 1: Monthly Services – Harris Project Manager
CLIENT is engaging HARRIS for a Project Manager to oversee HARRIS's activities for each Upgrade Component, including the coordination of the Consulting Support services, tracking the progress, managing resources and dealing with any development issues

Responsibilities/Activities
1. Develop the project schedule in collaboration with CLIENT Project Manager
2. Set up the Caystone instance and Smartsheet schedule for the project
3. Manage HARRIS resources assigned to the project
4. Conduct one weekly project review and one weekly incident review meeting
5. Assist with preparation of the go-live plan and mock go live.
6. Manage project closure and transition of CLIENT back to Cayenta Support.
7. Assist CLIENT Project Manager with incident management including prioritization and triage of incidents

Services Component 1: Monthly Services – Client Project Manager
CLIENT will appoint a Project Manager to lead the upgrade project and the CLIENT project team, and to liaise with the HARRIS Project Manager

Responsibilities/Activities
1. Provide leadership of the day to day testing efforts, ensuring testing is progressing at a pace to be completed within the allotted months of Consulting Support being provided by HARRIS
2. Manage incident prioritization in collaboration with HARRIS Project Manager
3. Ensure CLIENT resources are committed to the project as required by the agreed to project schedule
4. Provide the HARRIS Project Manager with a schedule of testing activities during the planning of the project.

Services Component 1: Monthly Services – Harris Consulting Team
CLIENT is engaging HARRIS for Consulting Support for a monthly fee for the duration of months specified in the table of durations. CLIENT may choose to employ a longer duration of testing if required and may request additional months of Consulting Support for the monthly fee defined in this agreement.

Responsibilities/Activities
1. Work with CLIENT in resolving incidents they log in CayStone when testing the upgrade version. (NOTE: Production issues will continue to be tracked in TeamSupport and managed separately by Cayenta Customer Support)

2. Audit of the upgrade environment(s) after installation, every data refresh and Mock Go Live.
3. Participating in project team meetings providing consulting services and Q&A.
4. Post Go-Live: Work with CLIENT in resolving incidents logged in CayStone during the one-week post go-live period that are affecting the upgraded production environment

Services Component 1: Monthly Services – Client Project Team
CLIENT core project team will work closely with Cayenta project team and will contribute to overall project objectives. CLIENT project team and SMEs will provide their expertise when needed and work with their business users to effectively manage their testers' expectations.

Responsibilities/Activities
1. CLIENT is responsible for testing all their business processes and integration points.
2. CLIENT agrees to commit resources needed to complete upgrade testing within the agreed to schedule between CLIENT and HARRIS including the agreed-to testing schedule provided by the CLIENT Project Manager.
3. CLIENT is responsible for prioritizing the incidents reported according to the Priority definitions contained in this SOW.
4. Execute all testing activities related to implementing the upgrade version utilizing tool provided by HARRIS (CayStone).
5. CLIENT is responsible for validating and turning around assigned issues in a timely manner. Responding to HARRIS' project team questions and inquiries in a timely manner will be critical to the timeline of the project
6. When reporting any issues related to the upgrade, CLIENT is required to provide enough information to assist Cayenta consultants with troubleshooting including steps to consistently reproduce the issue and screenshots where appropriate.

Audit Services 2: Included in Annual Maintenance
HARRIS will conduct standard system audits as part of the scope of work for this upgrade. Item 2.03 and 2.04 from the Table of Services are provided via TeamSupport, HAL and the Cayenta Wiki as self-service items.

Responsibilities/Activities
1. HARRIS will conduct an environment audit post upgrade/refresh as defined in item 2.01 of the Table of Services. The audit is to verify that all the Cayenta system components for the upgrade are operational including verification of interoperability between components (e.g. Upgrade test environment to test reporting server).
2. After installation, the HARRIS consulting team will conduct a functional audit of each module. This audit does not include verification of transactions or data but examines the basic functionality of the application as whole as defined in item 2.02.

Services Component 3: Technical and Data Services

CLIENT is engaging HARRIS to provide technical services work as documented in the Table of Services

Responsibilities/Activities

1. HARRIS' technical team will prepare and complete the upgrade in the designated upgrade environment(s) as denoted in the Table of Services section 3.
2. HARRIS will provide data refreshes as specified in the Quantity in the Table of Services item 3.04. Additional data refreshes will follow the change control process (See section 9).
3. The HARRIS technical team will support the upgrade project team during the project for any technical related questions or issues as long as it remains within the scope of the project and related to the activities performed during the upgrade as defined in the Table of Services.

Services Component 4: New Product / Features Implementation Services

CLIENT is engaging HARRIS to configure the new features for the CLIENT that are described in the Table of Services. HARRIS time spent configuring, training and testing new functions will be billed even if the client chooses to 'not' use the functionality after additional testing or review.

There is no custom development included in the scope of services (unless the JIRA is specifically noted in section 4 of the table of services), including but not limited to changes to custom reporting (bills, S/O, W/O, letters, portals, reports, financial templates). Any custom development required will be estimated and charged at our standard rate (at the time of change) and agreed upon by way of a change order.

Services Component 5: BI Services

CLIENT is engaging HARRIS to provide Business Intelligence work as documented in the Table of Services

As per the Table of Services Item 5.01, the following will be provided on a T&M basis and hours associated are estimates only:

- Custom Cognos report migration or updates

CLIENT is not engaging HARRIS to perform Cognos single sign-on (SSO) configuration as part of the fixed price services.

Services Component 6: Connect Time Entry (CTE) for Labor and Equipment

CLIENT is engaging HARRIS to configure Connect Time Entry (CTE) as documented in the Table of Services. Included in scope of what HARRIS will provide with these services is itemized below.

Responsibilities/Activities

1. Preparation
   o HARRIS will install the software on the CLIENT environment

2. Work Order & Job Cost Resource Setup
   o HARRIS will set up resources for job costing
   o Set up employees to be able to use work orders or job codes
3. CTE Resource Setup & Configuration
   o HARRIS will set up resources for CTE
   o Includes other maintenance tables & changes relating to how employee/resource is set up
4. Testing Assistance & Train the Trainer
   o HARRIS will provide answers to questions that come up pertaining to CTE during the testing of the module by CLIENT
   o HARRIS will remediate reported defects pertaining to CTE
   o HARRIS will provide up to eight (8) hours of training services to CLIENT trainers on the CTE solution.
5. Go Live
   o HARRIS will execute planned go-live activities in accordance with the go-live plan pertaining to CTE
6. Post Go Live Assistance
   o HARRIS will provide post go-live assistance to CLIENT in assisting with issue arising after the solution is live

Services Component 7: Equalized Budget Billing

CLIENT is engaging HARRIS to configure Equalized Budget Billing as documented in the Table of Services. Included in scope of what HARRIS will provide with these services is itemized below.

1. Configuration
   o HARRIS will configure the solution to enable for Equalized Budget Billing
2. Bill Print Modification
   o HARRIS will alter the Bill Print to support the Equalized Budget Billing configuration. This will include ensuring that billed amounts are accurate per the Equalized Budget Billing configuration
     ▪ Any additional Bill Print changes not directly related to Equalized Budget Billing will be considered out of scope and will be managed through the Change Control process
3. Testing Support
   o HARRIS will provide answers to questions that come up pertaining to Equalized Budget Billing during the testing of the module by CLIENT
   o HARRIS will remediate reported defects pertaining to Equalized Budget Billing
4. Training Support
   o HARRIS will provide training guidance and assistance to CLIENT up to the hours stated in the Table of Services.

6. Payment Schedule

Payment Terms
1. All fees shall be paid within thirty (30) days of invoice date. Customer shall pay all applicable shipping charges and sales taxes, exclusive of HARRIS's income and corporate franchise taxes, in addition to the fees for services separately listed. HARRIS reserves the right to put the project on hold if any invoices for accepted project milestones age beyond 60 days outstanding.
2. HARRIS will not commence this project if there are any outstanding invoices aged greater than 60 days.
3. HARRIS reserves the right to pause work on this project if invoices for this project become aged greater than 60 days.
4. If Customer determines to pause or delay the project due to circumstances beyond HARRIS' control, Customer will agree to a change order to realign billing milestones allowing HARRIS to invoice for work performed and not yet invoiced.
5. Upon submitting invoices to Customer, HARRIS will also supply a milestone payment sign-off form for Customer to sign. Signing of the payment sign-off form will constitute formal acceptance of all services deliverables associated with the noted payment milestone(s) in the sign-off form.
6. All T&M work noted in this SOW will be invoiced at the end of each month. HARRIS will not exceed the hours listed in this SOW for T&M service items without written authorization from CLIENT via the Change Control process.
7. Connect Time Entry Annual cost will be invoiced from Go-live.

Payment Schedule
The services listed are provided at a fixed price basis for the defined scope of work (unless marked T&M). All travel expenses will be billed based on actual costs as incurred.

MP#	Services Item	Criteria for Invoice	Month	Billed
MONTHLY 1	1.01 - 1.06	Monthly Services Fees - Last Day of Month 1	Month 1	$24,928.00
MONTHLY 2	1.01 - 1.06	Monthly Services Fees - Last Day of Month 2	Month 2	$24,928.00
MONTHLY 3	1.01 - 1.06	Monthly Services Fees - Last Day of Month 3	Month 3	$24,928.00
MONTHLY 4	1.01 - 1.06	Monthly Services Fees - Last Day of Month 4	Month 4	$24,928.00
MONTHLY 5	1.01 - 1.06	Monthly Services Fees - Last Day of Month 5	Month 5	$24,928.00
MP1	3.01	Completion of First Installation, Environment configuration and audit in new CayProd and CayTest environments on new Server	Month 1	$3,040.00
MP2	3.02	Completion of adding SSL Security for Web Applications	Month 2	$1,520.00
MP3	3.03	Completion of Upgrade Cognos	Month 1	$1,520.00
MP4	3.04	Completion of Data Refresh and Mock Go-Live (planning, support and execution)	Month 4	$3,040.00

MP5	3.05	Completion of Tech assistance during upgrade (troubleshooting)	Month 5	$4,560.00
MP6	3.06	Completion of Creation of 3 other new environments - DEV; TRAIN; MWM	Month 5	$4,560.00
MP7	3.07	Completion of Go-Live Technical Tasks	Month 5	$3,800.00
MP8	4.01	Completion of Caystone training and set up of Cayenta core test cases.	Month 1	$760.00
MP9	4.02	Completion of migrating and converting to Tab Based workflows - Discovery.	Month 2	$760.00
MP10	4.03	Completion of Inquiry Summary tab - Discovery.	Month 2	$760.00
MP11	4.04	Completion of Business Process Review - CIS	Month 2	$3,800.00
MP12	4.05	Completion of Enhanced Quick Enrollment - Discovery	Month 2	$1,520.00
MP13	4.06	Completion of Business Process Review - FMS	Month 2	$3,800.00
MP14	4.07	Completion of Journal Voucher security setup	Month 2	$760.00
MP15	4.08	Completion of Overview training on Accounts Payable New Invoice Entry	Month 2	$760.00
MP16	4.09	Completion of FMS Scripting Assistance	Month 3	$1,520.00
MP17	4.10	Completion of Fixed Assets - new secondary (off-books) depreciation calculation features/reports - Discovery.	Month 3	$1,520.00
MP18	4.11	Completion of Business Process Review - WMS	Month 2	$3,800.00
MP19	4.12	Completion of Work Order Auto Print Functionality: Provide necessary control across WMS and CIS products to support auto printing	Month 2	$2,280.00
MP20	4.13	Completion of New Equipment Module - Discovery.	Month 3	$2,280.00
MP21	5.02	Delivery of Replacement of WORD Templates with Cognos reports - AP Check	Month 3	$7,600.00
MP22	5.03	Delivery of Replacement of WORD Templates with Cognos reports - Bid Form	Month 3	$3,040.00
MP23	5.04	Delivery of Replacement of WORD Templates with Cognos reports - Purchase Order	Month 3	$2,280.00
MP24	6.01	Completion of Preparation	Month 2	$660.00
MP25	6.02	Completion of Job Cost resource setup	Month 2	$880.00
MP26	6.03	Completion of CTE resource setup & configuration	Month 3	$1,760.00
MP27	6.04	Testing Assistance start (50%)	Month 3	$4,400.00
MP28	6.04	Completion of Testing Assistance & Train the Trainer	Month 4	$4,400.00
MP29	6.05	Completion of Go Live	Month 5	$1,320.00
MP30	6.06	Completion of Post Go Live assistance	Month 5	$880.00

MP31	7.01	Completion of Configuration - General	Month 2	$5,760.00
MP32	7.02	Bill Print Modification for BB start (50%)	Month 2	$5,400.00
MP33	7.02	Completion of Bill Print Modification for BB	Month 3	$5,400.00
MP34	7.03	Testing Support start (50%)	Month 3	$6,720.00
MP35	7.03	Completion of Testing Support	Month 4	$6,720.00
MP36	7.04	Completion of Training Support	Month 4	$960.00
			Total Fixed Price	**$229,180.00**

MP#	Services Item	Criteria for Invoice	Month	Billed
T&M	5.01	Completion of Custom Cognos reports migration/updating (T&M)	T&M	$2,280.00
			Total T&M	**$2,280.00**

Summary by Month

Month 1	13.1%	$30,248.00
Month 2	24.8%	$57,388.00
Month 3	26.5%	$61,448.00
Month 4	17.3%	$40,048.00
Month 5	17.3%	$40,048.00
T&M	1.0%	$2,280.00
Total	**100.0%**	**$231,460.00**

7. Incident Priority Definitions

HARRIS and CLIENT agree to use the following priority definitions when prioritizing incidents logged during the project.

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Application errors without workarounds that prevent testers from testing
- Incorrect calculation errors impacting a majority of data
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Data Security issues

Note: the existence of a reasonable work-around precludes a Priority 1 or Priority 2 issue in most cases.

Priority 2 - High

- Application errors that have workarounds impacting business, but the workaround is either complex or time consuming and significantly affect the productivity after go-live.
- Calculation errors impacting a minority of records
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)

Priority 3 – Medium

- Application errors/issues that have workarounds impacting business, but the workaround is either complex or time consuming
- Report formatting issues
- Issues with workarounds for large majority of accounts
- Some recommendations for enhancements on application changes
- Performance issues not impacting critical processes
- Usability issues

Priority 4 – Low

- Training questions, how to, or implementing new processes
- Aesthetic issues
- Questions on documentation
- Some recommendation for enhancement on application changes

The ongoing operation for the Solution will be the responsibility of the CLIENT following the Upgrade Go-live date with the support of HARRIS. HARRIS will correct or offer a plan or solution for all Critical

and High priority defects associated with configuration, modifications, interfaces, reports, portals, web pages, letters, etc. as reported by the CLIENT during the Transition period.

The CLIENT is responsible for defects associated with configuration, modifications, interfaces, and reporting that have been changed by the CLIENT or other Consultants (not contracted by HARRIS) without HARRIS written approval.

The CLIENT will switch to HARRIS Support after completion of the Transition period as outlined in the Upgrade Table of Services.

The completion of Transition constitutes the completion of the Upgrade and the end of the 'Project'. Functionality not implemented prior to the end of Transition, by mutual agreement and a Change Order, will be considered a mini project and the appropriate funds set aside to be invoiced when the work is completed and accepted.

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8. Overall Terms and Termination

Additional Terms and Conditions

1. All license fees and related support and maintenance fees shall be billed upon signing of the Statement of Work.
2. Additional services deemed out of scope (per this document) will be billed at $220 per hour.
3. Change Orders will be created for any tasks that are requested outside the scope of the upgrade.
4. Cayenta reserves the right to alter/enhance APIs (as well as decommission, and in some cases replace APIs). Work to update Custom Portals is not covered by Standard Support and if needed is billable and may require a Change Order (if the time is not already built into this upgrade plan). Additionally, any 3rd party costs to update interfaces which call Cayenta APIs are the responsibility of CLIENT.
5. With regard to Cognos reports replacing WORD templates - any workflow or special functions which were previously handled through WORD templates will be reviewed on a case-by-case basis to determine if similar functionality can be provided using Portals or Workflow within the Cayenta Application – Workflow or special functions will increase the scope of work to be done.
6. No maintenance will be charged on these Cognos reports – but any future adjustments/changes will be handled under T&M work orders.
7. Additional full 'PROD' data refreshes after the start of the project will be an additional cost and will incur a Change order.
8. Actual travel and living costs will be billed as incurred. HARRIS will make every effort to minimize travel and living expenses. Travel and living expenses include:
    - Airfare
    - Lodging
    - Per Diem (HARRIS policy allows for $65/day for weekdays ($130 for weekends and holidays)
    - Ground Transportation (taxis, rental cars, fuel, tolls, parking)
9. HARRIS travel guidelines will be used by all HARRIS personnel traveling to the client's site unless specifically stated in this section of the Statement of Work.
10. The actual number of trips required will be determined jointly the Project managers. The numbers provided above are reasonable estimates for a Project of this scope and duration.
11. On-site time - 3 hours is billed each direction at US$75 per hour.
12. Hardware costs are priced/managed directly by CLIENT.
13. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

Termination

Unless HARRIS and/or CLIENT exercises its right to terminate this quote due to material breach or default, HARRIS must provide, and the CLIENT must purchase, Services from HARRIS for the items defined within this quote.

If CLIENT and/or HARRIS exercises its right to terminate this quote due to material breach or default, or CLIENT and /or HARRIS terminate this quote without cause,

The CLIENT obligations include the following:
1. Provide notice of 10 calendar days for termination without cause,
2. Complete payment for services performed and expenses incurred prior to termination including:
   a. Any amount previously invoiced but unpaid;
   b. Fees for services performed through termination date which have not been invoiced; and
   c. Any approved Travel and Living costs incurred.

HARRIS' obligations include the following:
1. Provide notice of 10 calendar days for termination without cause;
2. Refund to the CLIENT any fees that have not been earned under this quote through the termination date.

Under no circumstances shall HARRIS be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, work stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this scope statement, even if HARRIS has been advised of the possibility of such damages. In any event. HARRIS shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by HARRIS under this scope statement.

9. Change Control

Change Control Process

The "Change Control Process" governs changes to the Project parameters (scope, schedule, budget, quality, risk) during the life of the Project.

Change Orders can be requested by HARRIS or CLIENT; however, all Change Orders must be approved in writing by both HARRIS and CLIENT before any changes are formally accepted into the project.

No Change Order shall become effective unless mutually agreed to in writing by both parties. No work, other than estimating, will be performed on a Change Order by HARRIS until sign off has been obtained by the parties. There will not be fees charged by HARRIS to provide estimates for Change Orders.

In order to effectively control changes to the project, HARRIS uses an industry standard Change Control process to assess all impacts of a potential project change. The Change Control process is described below:

Change Request Submission

CLIENT and/or HARRIS identify a need for a change to the project and submit a request. It is expected that the party raising the request will provide as much relevant information as possible at the time of raising the request to support proper impact assessment activities.

Such a request must be in writing and identify the business and other reasons for the requested change and the impacts it would have if the change is agreed upon, which may include Budget, Deliverables, Milestone Payments, Schedule, Risks, and Resources.

Change Request Assessment

HARRIS and CLIENT Project Managers will assess the potential change and the impact to budget, schedule, quality, resources and risks. Where applicable, options will be defined and documented.

Change Order Requests will be tracked online with the Project tool and reviewed as part of Project Management Meetings.

Change Order (document)

The HARRIS Project Manager will prepare a formal Change Order document and submit to CLIENT for review. The Change Order document will contain at a minimum:
1. Business reason/justification for the change
2. Detailed description of the change
3. Impact assessment of the change

4. Any payment milestone revisions impacted by the change (projected billing dates and amounts)
5. Project impacts of not approving the change

Any Deliverables that have already been completed and accepted by the CLIENT that are subsequently altered as a result of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

CLIENT and HARRIS will review the Change Order for approval or rejection.

Change Order Review Period
After any request for a Change Order is made, the parties will have five (5) business days, or any additional, mutually agreed upon period, to consider the request (the "Change Order Review Period").

The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, HARRIS will provide the CLIENT with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the MS Project Schedule that would result if the Change Order were agreed to. HARRIS will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the CLIENT's desired pricing model.

During the Change Order Review Period, the CLIENT will provide HARRIS with any information reasonably requested by HARRIS to evaluate any Change Order requested by CLIENT.

Change Order Approval
If both the CLIENT and HARRIS agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by HARRIS as a result of a Change Order will require the payment to HARRIS of additional fees as agreed.

Upon approval, CLIENT and HARRIS will sign the Change Order document and have the executed copy stored in the project document repository

Change Order Rejection
If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, the change order is considered rejected. At this point, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

Change Request/Change Order Log
HARRIS will maintain an ongoing log of all Change Orders during the life of the project