



STATEMENT OF WORK

Between:

City of Yakima
129 North 2nd Street
Yakima, WA 98901
USA

And

N. Harris Computer Corporation
4200 North Fraser Way, Suite 201.
Burnaby, BC V5J 5K7
Canada

For:

A Customer Information System (CIS) AND Upgrade of Existing Cayenta Financials and Work Management Systems

Agreement Date: **3 June 2015**

This Statement of Work (SOW) is entered into on the **3 June, 2015** by and between N. Harris Computer Corporation, with principal offices in Ottawa, Ontario (hereinafter "HARRIS"), and the City of Yakima with principal offices in Yakima, WA (hereinafter "CITY"). Cayenta, a division of N. Harris Computer Corporation, is the entity expected to deliver the services defined within this SOW. HARRIS and the CITY shall perform in accordance with this SOW. When mutually executed for implementation, this SOW and the documents listed below become contractually binding on HARRIS and the CITY under the terms and conditions of the Master Software Agreement.

Background Statements:



- (A) HARRIS provides a range of computer services and software to utilities with a view to achieving a business solution which meets the documented Customer Information System requirements of the CITY;
- (B) The CITY wishes to engage HARRIS for the implementation of a new CIS Solution, and HARRIS agrees to provide such services and/or software as agreed to in the terms set out herein; and
- (C) The documents listed in the chart below set out the general terms which will govern the provision of all services and/or deliverables to the CITY by HARRIS.

HARRIS shall perform the services and provide the deliverables defined in the following documents:

"Agreement"	Software License Implementation Services and Maintenance Agreement (SLISMA) and SLISMA Amendment for the CIS project, dated 20 August 2012 and 3 June 2015 respectively	Referenced, not in this document
"Statement of Work" or "SOW"	The Statement of Work, Payment Schedule, Deliverables, Business for Customer Information System, dated 3 June 2015	This document
"Project Schedule"	Project Schedule – transmitted to the CITY 3 June 2015	Section 10.1

The AGREEMENT consists of the Contract Documents as defined in above. If any discrepancy exists in the interpretation of the Contract Documents, such discrepancy shall be resolved in the order they are listed above, with the top document taking precedence over the one below it. These documents define the scope of this project and will guide its execution. The conclusion of this project is defined by HARRIS and the CITY, as HARRIS having met the requirements for all deliverables within scope of the project upon completion.

The purpose of this Statement of Work is to set forth in detail the Software and Services deliverables to be provided by Harris, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of Harris and the CITY in connection with the implementation of the Software.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of Yakima

Name: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

N. Harris Computer Corporation

Name: _____
(Signature)

Name: TODD RICHARDSON
(Print)

Title: CHIEF FINANCIAL OFFICER

Date: MAY 27, 2015

Document Revision History

This section is used to track the SOW revision history.

Author	Date	Reason for Changes	Version
Stephen Burrowes		Initial draft version.	V1.0
Scott MacKendrick		Updates	V1.2
James Shields	May 4, 2015	Updates	V1.3
Patricia Tovar, Liju Poovathukaran	May 9, 2015	Updates as per Corrine and James Dean questions and concerns meeting May 5 th , 2015	V1.4
Stephen Burrowes and Mark Langton	May 11, 2015	Updates	V1.5
Jeff Tompkins and Joe Brookhouse	May 20, 2015	Updates and comments	V1.6
Scott MacKendrick	May 24, 2015	Updates and responses to comments	V1.7
Scott MacKendrick	May 27, 2015	Update to data conversion MP#s in Deliverable Table	V1.8



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1 Definitions

In addition to the definitions contained elsewhere in this Statement of Work, the following terms shall have the following meanings. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of the Statement of Work, it shall have the meaning herein set forth. These definitions apply to this Statement of Work.

Definition/Term Name	Definition/Term Description
Additional/Optional Products	Additional/Optional Products are modules or standalone applications or licenses that the CITY has purchased as part of this project.
Agreement	Generally refers to the contract between the CITY and HARRIS. This SOW forms part of the Agreement, along with the License and Services Agreement, and Support and Maintenance Agreement.
AppCon	Application Consultant – a HARRIS resource that is knowledgeable in the Solution and aides the City in implementing the software. One or more AppCons may be assigned to the project and will combine on-site and off-site time to complete the project.
As-Is Business Process	A Document that describes the steps, people, and resources involved in completing specific business activities. The As-is process documents describe how the process is executed in the current/legacy production environment and can form the basis for the To-be business process that describe how things will be done with the new Solution.
Best Practices	Techniques, process and settings that enable services to be delivered more effectively and efficiently. This is based on HARRIS' experience with its software and the CITY's and not necessarily on any industry best practices.
Business Process	Business Process Procedures that will provide documentation of daily operational process steps and system transactions to facilitate configuration, testing and training.
Business Requirements Document (BRD)	The BRD is the first step in the development process for customizations including modifications, interfaces, portals, letters, forms, web pages and custom reporting. The BRD contains the business requirements of the CITY for the particular modification, interface or report being described. HARRIS will gather these requirements for discussions, demonstrations and examples, and present them back to the CITY in a formatted document. The CITY will review and approve the requirements and use cases before the development process will proceed. The BRD is translated into a function design in the FDD.
CayStone	HARRIS's web-based testing and incident management tool used to manage a project's requirements, configuration, tests and incidents in one environment, with complete traceability from inception to completion. CayStone forms the hub of the project's tracking and communications and will be utilized by all project team members. HARRIS will provide training on this important software tool.
Change Control	The process that will be used throughout the project for controlling/managing project scope, schedule, and cost changes. Changes can be time, scope, or cost changes that impact the original project scope. HARRIS will prepare cost estimates to support the CITY's decision on moving forward with a requested change. In the event of any disagreement with respect to the application of the Change Control provisions in this

Definition/Term Name	Definition/Term Description
	SOW or any other matter related to change control, the parties will defer to the change control provisions of the Section 5.4 and 5.5. This will be a formal process requiring approvals by representatives from both HARRIS and the CITY.
Change Order	Is the agreed to documentation format between the CITY and HARRIS evidencing their agreement to change particular aspects of this Agreement or its subsidiary documents. Changes can be monetary or non-monetary depending on the nature of the change. The Change Order is part of the Change Control process.
CIS	Customer Information System (includes billing). Cayenta Utilities (CU) will be utilized.
The CITY	References the City of Yakima and authorized agents.
The City Project Manager	The CITY Project Manager(s) The PM will be responsible for day-to-day management and reporting of the Project on behalf of the CITY.
Close-out (Plan)	The Close-out Plan is a document that defines the conditions that must be met by both HARRIS and the CITY in order to bring the project to closure and produce the final invoice. The Close-out Plan will be agreed to prior to Go-live.
Code Freeze	Before User Acceptance Testing (UAT) and before completion of the final stages of Integration Testing (8 to 12 weeks before Go-Live) it will become necessary to stop making significant changes (configuration, modifications and fixes) to the Solution. This is necessary to ensure that the Solution is stable to enable the User Acceptance Testing to be conducted. Patches containing critical priority defect resolution for any defects found late in Integration Testing may be applied during the Code Freeze only under mutual agreement of the parties.
Configuration	Process of setting preference and control codes, as well as building SQL queries in the Solution in order to have the solution meet the CITY's specific requirements. Configuration does not require programmatic software changes by developers, but is performed by application consultants and/or the CITY project members.
Consultant or Vendor	References the name of the consultant, HARRIS, or more specifically Cayenta a division of the N. Harris Computer Corporation.
Conversion	These are the procedures and routines required to transform the data in the legacy system(s) to the HARRIS Solution. HARRIS is responsible for getting the converted data into the HARRIS Solution, where the CITY is responsible for getting the data out of the legacy system(s) to intermediate staging tables. Conversions can be performed against partial or full data sets as required.
Core Team	This is the team of the CITY employees and authorized agents that are dedicated to the project. The project schedule will determine the staff levels required for the duration of the Project. This group shall consist of individuals that have specific business knowledge/expertise that will greatly assist in the configuration, testing and training of the Solution. This group will become the 'super users' of the Solution as a result of their efforts on the Core Team.

Definition/Term Name	Definition/Term Description
Courseware	End-user training materials that will be developed from HARRIS supplied templates to facilitate end-user training execution.
Co-Responsibility	Both The City and Consultant share the responsibility for the deliverable.
Critical Path	The critical path of a project is the sequence of activities (as defined in the Project Schedule) that takes the longest amount of time to complete at any point during the project.
Cut-over (Plan)	The Cut-over includes all activities required to prepare for the transition from testing the new Solution to production processing with the Solution. The activities will include ensuring security is set, user profiles are established, closeout of pending actions in the legacy system, manual data conversions if required, roll-out of system to end users and other activities HARRIS and the CITY deem necessary.
Cycle Parallel Testing / Bill to Bill Comparison	Process of comparing bills generated from the legacy system and the new HARRIS Solution to compare mass volumes of rates and charges.
Data Extract	The set of data extracted from the legacy systems for transfer into the HARRIS Solution. A new data extract is required for each conversion and for Go-live.
Data Mapping	The process of assigning legacy system data elements to target data elements in the HARRIS Solution data model for purpose of transformation.
Data Model	Visual description of data objects, their attributes, and the relationships between them.
Deliverable	A Deliverable is a document, work activity or a service that is performed specific to the project to support the completion of the project or a key piece of the project. Deliverables are sometimes tied to payment milestones, but not always and may be the responsibility of either HARRIS and/or the CITY to provide. Deliverables identified in Appendix Section 10.10 of this document will require approval, accepting the document/work. Deliverables will be managed within CayStone and sign-offs provided from that tool or another Project Management tool.
ERP	Enterprise Resource Planning. This refers to a system or group of inter-related systems that work together to manage the primary aspects of the company's business.
Executive Steering Committee (ESC)	The ESC will include a group of the CITY executives, the CITY Project Manager, and HARRIS Project Director and Project Manager. This group will meet monthly or on a regularly scheduled basis to be determined to review project progress and assist with key decisions, as requested, to keep the project on track.
Fit Gap	The process of identifying differences between the CITY's As-Is business processes and the core functionality of the Solution.
Fall Back Plan	Cut-over planning includes risk and contingency planning. A component of the contingency planning will include processes and procedures that will be used in the event that the CITY needs to roll back to legacy system(s) after the Go-live.

Definition/Term Name	Definition/Term Description
Fixed Price	The total cost for implementation services (excluding travel) to be paid to HARRIS to deliver the items identified in this SOW. These costs cannot be increased as long as the scope does not expand beyond the items in this SOW, and the timeframe and hours do not expand, subject to a change order. Change Orders can be executed to change the Fixed Price. In these cases, the parties will defer to the Change Order process agreed to as an SOW deliverable at the start of the project.
FMS	Financial Management System. Cayenta Financials (CF) will be utilized.
Functional Design (FDD – Functional Design Document)	This document defines the functional design for each piece of custom work (modification, interface, report) that the developers must build into the Solution to enable users to accomplish their work (in addition to the Functional Design, see below). The FDD is a response to the BRD (business requirements for each piece of custom work) that describes how HARRIS will meet the requirements. Both BRDs and FDDs go through approval processes before the custom work will begin. Where the custom work is not overly complex, a Thin Spec may be used in its place. A Thin Spec is similar in function to the FDD, with less complexity, but serving the same purpose, including approvals.
Functional Test	Singular unit test of an object such as a screen, report or batch program. These tests will focus on specific functions. Functional Tests will be performed for all base system features to be used by the CITY, as well as configurations, modifications, interfaces, portals, reports, letters and forms. Functional tests do not utilize converted data to minimize the source of issues that may be encountered.
Go-live	Means the event occurring when the CITY first uses the Solution as the Organization's production system(s) (the point at which the CITY starts maintaining daily operational information in the Solution).
HARRIS	For the purposes of this document, HARRIS refers to CAYENTA, a division of N. Harris Computer Corporation, Consultant, or Vendor.
Interface	Passing of data between two separate and distinct systems can be accomplished via real time or in batch mode.
Integrated Test	Integrated testing tests the Solution including all features and functions, configurations, modifications, interfaces, reports, custom code developed working together with all associated reports, screens, transactions, and interfaces. Integrated testing should also test a variety of scenarios covering different types of customers, accounts, locations, user categories, dates, etc. Integrated testing is structured in nature and has expected results. Integrated testing will utilize converted production data in a test environment along with interfaces to other test systems.
Jira	Jira is the HARRIS development tracking system. Similar to CayStone but used exclusively by HARRIS developers. Not all incidents in CayStone are defects, but those that are defects go into the Jira system to enable the development team to manage their workload. AppCons will create the Jiras as required and link them to the CayStone incident for visibility by the project team.

Definition/Term Name	Definition/Term Description
Known Defects Database	A database of identified issues and fixes for Cayenta Utilities, accessible via the HARRIS eSupport web site. These are contained in the 'release notes' for each monthly product update.
Legacy System	References the CITY's existing system(s) that is being replaced.
PMI	Project Management Institute
PMBOK	Project Management Body of Knowledge – an accepted standard for project management terminology, tools and techniques as defined by PMI.
Priority Critical	This classification designates a programmatic or configuration defect that renders a business critical component of the Solution unusable or inoperable. This error is a loss of the capability to perform a critical business function. A workaround does not exist, and testing cannot be performed until the problem has been corrected. Errors that impact critical business processes that put Go-live in jeopardy are automatically classified as a Priority Critical. Errors that impact financials and key customer facing issues are usually classified as a Priority Critical, but may be Priority High.
Priority High	This classification designates a programmatic or configuration defect that renders a key component of the Solution unusable or inoperable. This error is a loss of the capability to perform an important business function. A workaround does not exist or the workaround is so difficult that if the Solution were in production, this defect would result in a serious impact to the business efficiency. Most project issues will be High or lower (Medium & Low).
Priority Medium	This classification designates a programmatic or configuration defect that has created a limitation to the documented capabilities: to include but not limited to the application, the application modules and the user interface. This limitation stops the user from performing the normal use of the application; however, a mutually agreed workaround does exist. Testing can continue to be performed on the module with a workaround.
Priority Low	These program or configuration errors do not limit the capability of the application or function, but are cosmetic or minor in nature. There is a practical workaround or the defect does not impact the City's operation of the application in any significant respect.
Mock Go-Live	A mock go-live will consist of a test of activities (automated and manual that can be practically performed without disturbing on-going operations) to be completed as part of cut-over to production process. The mock go-live is staged in a similar manner as the pre-go-live steps and procedures including full data conversions and validation. The purpose of this test is to ensure that all go-live activities have been defined and estimates identified for the time and resources required to perform them. Mock conversions may require evening or weekend work to best simulate the Go-live conversion and ensure the maximum computing resources are available.

Definition/Term Name	Definition/Term Description
Modification	A Modification shall be defined as custom code that is inserted into the standard HARRIS product to meet the specific business needs of the CITY. Modifications become permanent additions to the product and will always be available in future releases and upgrades of the software.
Organizational Change Management	The activities, events, processes and procedures that are employed for handling transformation of the organization from one system environment to another. This relates mainly to the people and business processes.
Performance Testing	This testing will exercise the Solution to ensure the Solution will achieve the stated performance as stated in this document. Performance testing will be designed by HARRIS and the CITY and will be performed with the CITY resources to adequately stress the Solution to demonstrate its responsiveness and suitability to production use.
Process Design	The process design is conducted during business process modeling activities and focuses on conducting business process design work in the context of the Solution environment. This design work will address operational and organizational changes required to implement the proposed solution.
Products	This refers to each of the software products that will be implemented as part of the Solution. The primary products are Cayenta Utilities (CU), and third party systems that have been purchased through HARRIS.
Project Schedule	The Project Schedule is an MS Project Gantt Chart that is built around the work breakdown structure (WBS) and contains all the necessary activities, dependencies, resources and labor hours. The Project Schedule will identify the critical path of activities for the project, which helps the PMs communicate and drive the dates that must be met to keep the project on schedule. The Project Schedule will include completion dates for critical milestones and any change to these dates will require a Change Order.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables produced on the project include the appropriate content and meet expectations.
Risk Register	A tool that acts as a central repository for all risks identified by the project or organization and includes information such as risk probability, impact, mitigations, risk owner, etc.
Solution/System	Means the integrated combination of the HARRIS software and Third Party software modules described in this agreement, the described scope and all other activities and deliverables described in this document.
System Acceptance	Execution of a document by which the CITY acknowledges and agrees that the Solution is performing acceptably and that HARRIS has completed all deliverables within the scope of the project and the Close-out Plan.

Definition/Term Name	Definition/Term Description
Subject Matter Expert (SME)	Subject Matter Expert – a person who is either a full-time member of the project team or participates on an ad-hoc basis as requested. A SME has particular business process knowledge that is vital to understanding the business requirements, in order to configure and confirm the Solution.
Test Plan	Document that outlines a strategy or approach for testing. A project test plan would include the schedule, instances/environments, tools, testing stages, and defect tracking process for all project testing.
Test Script/Scenario	Document that describes what steps and actions are required to test a particular feature or function. The document also describes the specified expected results. Within CayStone, test scripts are defined by test cases that are combined into test sets.
Third Party	A 3rd party is any organization, other than HARRIS and the CITY that is involved in or can affect this project and successful Go-live.
To Be Business Process	A Document that describes the steps, groups, and resources involved in completing specific business activities. The “To Be” process documents how the process will be executed in the future using the Solution in the CITY environment and where applicable, are adapted from the As-is business processes that the CITY currently has, modified to account for the changes made during Discovery with the way business will be conducted utilizing the Solution.
User Acceptance Test	The final test phase. These tests are all inclusive of the project scope and all scope items must be completed prior to the beginning of each of these tests. UAT seeks to replicate daily operations for the CITY so that they can validate the Solution in a context more similar to the way the Solution will actually be used. Harris refers to UAT as Daily Operations.
Walkthrough	Process where HARRIS conducts a meeting to review a deliverable with the CITY. Walkthroughs are intended to orient the CITY to the deliverable, but not review all the details. The CITY is expected to do this within the approval timeframe as described elsewhere in this document.
WMS	Work Management System. Cayenta Work Management will be utilized (CW).



2 Project Introduction

2.1 Project Statements

The City provides water and sewer services to around 25,000 customers.

The CITY has embarked on this CIS replacement project for the purpose of implementing a new technology system to improve the organization's overall performance. This project will replace the CITY's current legacy system with HARRIS's Cayenta's CIS product in addition to upgrading current Cayenta products. The resulting integrated ERP Solution is comprised of the Cayenta Utilities (CIS), Cayenta Financials (FMS) and Cayenta Work Management (WMS) software and the Cognos BI reporting engine (as defined in the Software License Agreement). The CITY will supply the computing hardware and infrastructure as well as the desired relational database as necessary for the Solution to function. HARRIS will provide program management, and implementation services for installation of the CIS Solution for the CITY.

The CITY and HARRIS will implement the Solution with a phased approach starting with the implementation of CIS followed by the upgrade of the existing Cayenta products (WMS and FMS). HARRIS has reviewed the project schedule, their planned resource levels and the resource requested of the CITY (at the specified knowledge and skill level) in this SOW and the Project Schedule, and has allocated adequate time and resources within the Fixed Price to provide all deliverables in accordance with the Project Schedule and to meet the Start to End-of Transition timeframe.

The CITY has reviewed the project schedule, and their planned resources, to meet those requested by HARRIS, and are in agreement with the project schedule and are committed to meeting project Start-to-Close timeframe.

The definition of effort described in this SOW and the Project Schedule form the basis for the pricing of this project. Changes in scope to either or both that are requested by the CITY could result in cost changes, following the Change Control process outlined in this agreement.

If HARRIS fails to perform its obligations under this agreement in a timely manner or to provide adequate resources to meet the completion dates set forth in the Project Schedule, resulting in a delay in the Project, HARRIS shall provide the CITY with a written plan to resolve such failure and get the project back on schedule, which plan may include the addition of resources at Harris's expense as necessary to remedy the delay prior to the next milestone. In no event will HARRIS be entitled to a change in the Project Schedule for a delay that results from its failure to perform, provided, however, that the CITY may agree to an extension through the Change Control process to reflect changes in the Project Schedule beyond the Go-live timeframe provided.

If HARRIS cannot provide any deliverable or perform any services in accordance with the Project Schedule as a result of the failure of the CITY to perform its obligations under this agreement in a timely manner, then HARRIS will be entitled to request any necessary extension of the Project Schedule and any additional costs incurred by HARRIS as a result of the delay through the Change Control process. The CITY will not unreasonably withhold its approval of such a request.

2.2 Project Goals and Objectives

The goal of this project is to procure and implement a new Customer Information System (CIS) for the City. The City is replacing the existing utility billing and reporting systems with Cayenta's Solution. The primary objectives of this project are the following:

1. Implement a new CIS solution.
2. Upgrade the existing Cayenta Financials and Work Management systems to provide better integration to the new CIS.

3. Implement a new CIS Solution that utilizes as much out-of-the-box functionality as possible. The CIS Solution must implement best practices for all systems.
4. Implement a new CIS Solution that is stable and is proven to perform at a level required to support the City system users in executing day-to-day business operations.
5. Implement a CIS that provides a robust, flexible, real time reporting system.
6. Implement a CIS that will allow a seamless integration with the City's operations and reporting needs, both internally and externally.
7. Implement a new CIS that has a visually intuitive, logical user interface that is based on contemporary graphical user interface design practices.
8. Implement a new CIS built on a reliable and sustainable platform to allow for future implementation of new business procedures.

Guiding Principles for the Project

The CITY and HARRIS agree to the following principles to guide the Project and our working relationship:

- First and foremost, we will work together to forge a long-term partnership between our companies. The project will last many months, but the business relationship will go on much longer.
- We recognize this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
- We acknowledge that while the timeframes and milestones in this agreement and the project schedule may not always be fully understood by all, it is critical to work diligently towards those dates as tasks build on one another and delaying one could have a ripple effect on the rest of the project and consequently the Go-live date.
- We recognize that time is of the essence with respect to adherence to the Project Schedule, so making the best decisions possible within the timeframe allotted and sticking to the decision is vital. If later, adjustments are absolutely required, they will be made and the Change Control process will be followed.
- We will keep the project moving forward by making decisions in an expedient manner. If additional personnel beyond the team are required to make a decision, we will identify those parties and the change management process to be followed early to keep decisions from being delayed.
- We acknowledge that there will be challenges during the project; we will address problems head on and openly with each other. All parties will conduct themselves honestly and with respect in all situations.
- We will seek to understand each other's point of view and work collaboratively to find solutions to problems.
- We will remind ourselves to remain focused on our project goals and on activities that will continue to move the project forward to a successful outcome.

These principles define how we wish to work together during the implementation of the Solution. Due to the pressures of a project such as this and the inevitable risks (unknowns) that will be introduced over the life of the project, there may be times when both parties may not feel we are working well together or towards the same objectives. At those times both parties will refocus on the critical importance of the project, review the guiding principles and find a mutually agreeable path through the difficulties.

3 Project Assumptions and Responsibilities

The following assumptions have been made in the development of this SOW and the Project Schedule and form the basis for the timeframes, level of effort and costing contained herein. Should these assumptions prove not to be true, then adjustments may be required and will be addressed through the Change Control process.

General Assumptions:

1. The Fixed Cost will be firm for the services identified herein through the project duration and post-implementation support, as identified in this SOW and timeline defined in the project schedule.
2. All scope and schedule changes identified by either the CITY or HARRIS throughout this project will be documented and managed through an agreed upon Change Control process.
3. The CITY and HARRIS will minimize the impact of competing initiatives and/or projects within their respective organizations that will have a negative impact to this Project.
4. The CITY and HARRIS understand the project scope and Project Schedule and agree to communicate and adhere to that scope and the timeline, thus setting the proper expectation level with the project team, stakeholders and management.
5. The CITY is willing to implement HARRIS "Best Practices" in order to minimize the need for unnecessary or additional software modifications beyond those modifications already identified in this SOW.
6. The CITY and Harris will utilize a mutually agreed to Best Practice project management methodology to permit HARRIS to execute this SOW in the most efficient and effective manner possible.
7. HARRIS and the CITY will have project managers whose responsibility to the project is to manage the overall implementation to a successful conclusion for both the CITY and HARRIS. The PMs will work collaboratively and respectfully to forge a strong partnership that will contribute to the success of the project.
8. Staffing issues will be resolved between the CITY and HARRIS Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
9. A project of this nature has inherent risks that could result in delays to putting the Solution in production. Both parties agree to engage in a formal risk management process to minimize the impact of any and all risks identified.
10. Communications is a vital part of managing a project and information sharing between all team members, and management, is crucial to success. HARRIS and the CITY will create an environment that facilitates and simplifies communications using formal (email, CayStone, etc.) and informal (co-location, ad hoc discussions, etc.) methods.

Staffing and Space Assumptions:

1. The CITY project team members and HARRIS personnel will be co-located at a CITY facility and away from the daily operations environment.
2. The CITY will provide adequate working and meeting space for the project team and associated personnel to work comfortably and effectively as a team.
3. The CITY will provide all the necessary office equipment for the joint team to function efficiently and effectively.
4. Both parties agree to work a reasonable amount of added hours (when required) to help complete project deliverables and to make project timelines.

5. The CITY and HARRIS Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical. The Project Managers will review any requests for their respective staff for time away from the project before approval is granted.
6. Both parties will provide qualified resources to meet the mutually agreed-upon Project Schedule and milestones for implementation of the Solution. Failure to do so may result in project delays. .

Technical Assumptions:

1. The CITY will have the necessary computing infrastructure and agreements/licenses in place prior to the project kick-off event.
2. The CITY will provide remote and local access to the Solution environment and associated project folders and files for HARRIS personnel, subject to compliance by HARRIS personnel with the CITY security protocols for network access
3. The CITY will have test environments available for other systems to which the Solution will integrate, to allow for unimpeded testing of the Solution.
4. The Solution will run on the platforms as identified in the Platform and Software version support matrix.

3.1 HARRIS Project Responsibilities

The following definition of responsibilities are provided to clarify the individual and joint responsibilities of HARRIS and the CITY throughout the major phases of the project that can be found detailed in Section 5 of this document.

General:

1. HARRIS will utilize current versions (2010/2013) of Microsoft products, including MS Word, MS Excel, MS Project, MS Visio, MS PowerPoint and MS SharePoint, to produce deliverables according to HARRIS technical standards. Should HARRIS not operate at the same versions as the CITY, HARRIS will make reasonable efforts, within Microsoft product capabilities, to save documents and deliverables to a level that would be accessible by the CITY and requests the CITY to do the same for HARRIS.

Staffing:

1. HARRIS will provide a dedicated project team and staff the project with resources that are familiar with business process and practices relative to the CITY's operations.
2. HARRIS will be responsible for coordinating third party vendors for products and services that have been subcontracted for by HARRIS.
3. Work will be conducted by HARRIS project team members at both on-site and off-site facilities with remote access to the Solution environment.
4. HARRIS will appoint a Project Director to the project to oversee the HARRIS efforts. This individual will not be involved on a day-to-day basis and will primarily interact with the HARRIS PM and the CITY Project Sponsor. The Project Director will participate in the monthly Executive Steering Committee meetings.

Project Management:

1. HARRIS shall have responsibility for the successful completion of this implementation project as defined in this SOW, in partnership with the CITY Project Manager and cooperation from the CITY with respect to timely performance of the CITY responsibilities.
2. HARRIS is responsible for conducting project-related administrative activities including the development and maintenance of a Microsoft Project based schedule.
3. HARRIS will work with the CITY to establish the electronic project office including: project directories, calendars, status reporting and other items as agreed to.

Data Conversion:

1. HARRIS will develop a conversion strategy/plan to move data from the legacy systems to the HARRIS Solution and present to the CITY for review and approval.
2. HARRIS will provide the CITY with file layouts and formats of HARRIS's staging tables. The mapping of source data to the target environment will be done in a joint HARRIS and CITY workshop. HARRIS and the CITY will prepare the mapping specifications based on these sessions.
3. HARRIS will design, develop and unit test the conversion routines to move the data from the intermediary staging tables to the target Cayenta tables (the CITY is responsible for data extraction from the legacy system into the staging tables).
4. HARRIS will provide conversion audit reports to summarize the results of the conversion.
5. HARRIS will run each database conversion process and verify the quality of the data in a test environment before turning it over to the CITY for further validation.
6. HARRIS will lead a Mock Go-live process to validate all activities required for a complete and successful conversion.

Development:

1. HARRIS assumes responsibility for delivering any core interface configuration, QA testing and roll-out for the HARRIS Solution side of the core interfaces as defined in Section 10.5 on Interfaces and Modifications.
2. HARRIS is responsible for any modifications to the Solution to meet the CITY's requirements as agreed to herein. Modifications identified during the Discovery phase or later in the implementation (not already identified in **Section 10.5**) will be processed under a Change Order at a potential additional cost and the schedule impact will be assessed at that time.
3. During the Custom Development process, HARRIS consultants will gather requirements from the CITY for each of the identified modifications (this includes reporting needs) which outline the specific software changes needed to meet the business requirement.
4. During the Discovery workshops, the hours required for any new custom development (modifications, reports, interface, portals etc.) will be tracked. If the CITY determines that an item that was captured in the final pricing as requiring custom development is no longer needed, those hours will be reallocated to the 'Development Bucket' and reallocated to other new work via Change Orders. Any hours not allocated after the Discovery process is complete will remain available to the project until the end of Post Implementation Support period. These hours may be used for any BI (report/portal/interface) development or software modifications as required that is not currently in scope of this agreement. If additional hours are required that are not available in the Development Bucket, then HARRIS and the CITY will execute a monetary Change Order for the additional effort and cost based on the rates provided in this SOW.

5. HARRIS will take the requirements defined and approved in the BRD and produce a Functional Design Document (FDD), also referred to as a 'spec'. The FDD will be provided to the CITY for review and approval prior to the start of development.
6. HARRIS will perform all code modifications and report development as defined herein and through the Change Control process.
7. HARRIS will be responsible for performing quality assurance of all product modifications, interfaces, reports and/or forms developed by HARRIS prior to delivery to the CITY for further testing.

System Testing:

1. HARRIS will provide the testing plans for Functional and Integrated Testing.
2. HARRIS will provide core test scenario templates for testing (the CITY will customize as required).
3. HARRIS will provide a test tracking and incident management tool, CayStone, for the CITY team to utilize, and HARRIS will triage new incidents to facilitate timely resolution. During triage, HARRIS reserves the right to change the incident Type and Priority to properly describe the issue. HARRIS will consult with the CITY when doing so to ensure both parties properly understand the issue.
4. HARRIS will provide resources for product fixes resulting from defects identified during the system testing process.
5. HARRIS will respond to incidents via CayStone regarding problems or questions that the CITY testers encounter. This is the preferred method of communication when it comes to testing and managing other aspects of the project such as training needs, cut-over tasks, business process changes, etc. Email should be kept to a minimum so that the history of every incident is captured in one place and is accessible to all.
6. HARRIS will be responsible for managing the configuration of the Solution through the use of a 'GOLD' instance of the application that will be documented in the HARRIS testing and incident management tool, CayStone provided, however, that the CITY will actively participate in the configuration change process.

Training:

1. HARRIS will provide a CIS overview training session prior to Discovery for the core team.
2. HARRIS will provide Train-the-Tester training on how to use CayStone to run tests and for basic Solution navigation prior to the start of Functional Testing.
3. HARRIS will provide a Train-the-Trainer approach to accomplish the end-user Training.
4. HARRIS will support the CITY with the development of the end-user training plan. HARRIS will provide end-user training materials that can be modified by the CITY to meet the specific needs the configured and modified Solution.
5. The CITY will lead end-user training sessions. HARRIS will attend each end-user training session to support the training delivery.

Post Implementation Support:

1. HARRIS will assist the CITY to transition from implementation (consultant) support to standard remote Support as agreed to in the Support and Maintenance Agreement, during the 2-month Transition period.



2. HARRIS and the CITY will jointly develop a Close-out Plan that determines the minimum criteria that must be met to close out the project at the end of the Transition period.

3.2 Client Project Responsibilities

General:

1. With direction and assistance from HARRIS, the CITY will have the Windows environment set up and ready prior to the start of the Discovery phase to enable the loading of the Cayenta CIS software to run on the Oracle database, so that it may be ready at the start of Discovery.
2. The CITY will provide HARRIS with access (local and remote) to the hardware and network environments necessary for the implementation of the Solution as well as access to all project folders/files.
3. The CITY will provide the ability to change the clocks (time and date) on the personal computers (PCs) designated for the testing phase as this is required for testing functions and events that normal operations occur over a month, but must be simulated within one day.
4. The CITY will allow HARRIS company laptops to connect to the CITY intranet or vendor Wi-Fi to provide internet access for personnel on-site to access all HARRIS servers and sites as well as common commercial sites used for travel and other functions related to implementation effort. All such connections shall be made in accordance with the CITY network security protocols.
5. The CITY will implement the necessary and typical back-up and disaster recovery activities to ensure that the Solution and database are recoverable throughout the project and into production.
6. The CITY will be responsible for all data updates/changes to the production system once the Solution is live.
7. The CITY will maintain test instances of other systems to which the Solution will interface and ensure they are identical to the production versions of these systems.

Staffing:

1. As defined in Section 6, the CITY will provide a dedicated project team for the duration of the project. These resources will be required based on the project schedule and the resource allocation plan. The number of the CITY personnel required and the dates on which each of those persons starts work may be adjusted as a result of the development of, or adjustment to, the Project Schedule.
2. The CITY will provide a dedicated, experienced (with IT projects) project manager to lead the CITY project side of the implementation and the CITY project team. The CITY PM will drive and make decisions that are in the best interests of the CITY and a successful outcome for the project.
3. The CITY's Project Managers will report to the CITY Project Sponsor who will serve as the liaison between the Core Team and Executive Management. The CITY Project Sponsor and the Harris Project Director will serve as the first level of escalation for problem resolution.
4. The CITY will appoint a Project Sponsor who will have primary ownership of the project and will provide guidance to the CITY PM. The Project Sponsor will interact with the HARRIS Project Director on a regular basis to ensure a strong relationship exists at that level.
5. The CITY will empower the CITY's project team members to make decisions related to configuration and business processes. For some key decisions the CITY team may be required to elevate the decision process to the executive team. The CITY will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.

6. The CITY will establish an Executive Steering Committee (ESC) to provide assistance and oversight for the project. The ESC will meet monthly or on a regularly scheduled interval to review progress and assist with decisions regarding resources and escalated issues as requested by the PMs.
7. The CITY's Executive Sponsor will ensure that key business and contractual decisions are made in a timely fashion and in adherence to the Agreements and this SOW.
8. The CITY will be responsible for coordinating third party vendors for products and services that have been subcontracted for by the CITY to ensure that project deadlines and requirements are met.
9. The CITY will provide sufficient project team staffing between the hours of 8:00 am until 5:00 pm, Monday through Friday. The CITY resource allocation (staffing) will be project schedule driven and may adjust accordingly.

Project Management:

1. The CITY is responsible for a master project plan/charter, communication plan and organizational change management process as is necessary for a successful implementation and user adoption of the Solution.
2. The CITY should anticipate and plan for organizational adjustments. The CITY will be responsible for evaluating and managing any business process and technical environment changes, managing and executing the organizational/business change plan and developing new business performance measures for the CITY.
3. The CITY and HARRIS will follow a mutually agreed to project management methodology for the duration of the project.
4. The CITY will assume responsibility for the successful completion of the CITY assigned/led activities and related project tasks.
5. The CITY will assist HARRIS in conducting project related administration activities including the development and maintenance of a Microsoft Project based schedule and Risk Management register.
6. The CITY will follow a formal Change Control process for business processes and project scope decisions that have been elevated from the project team to ensure organizational adherence to the change.
7. The CITY will work with HARRIS to establish the electronic project office including: project directories, calendars, status reporting and other items as agreed to.

Data Conversion:

1. The CITY will assign individuals to conduct data preparation and cleansing activities, as required. This activity can and should start well in advance of the first data conversion activities.
2. The CITY will review and approve a conversion strategy/plan to move data from the legacy systems to the HARRIS Solution.
3. The CITY will assign/arrange technical resources to perform back-up and restore functions as required to facilitate and safeguard the transfer of data.
4. THE CITY will assign/arrange technical resources to provide HARRIS with current system file layouts and data descriptions.
5. THE CITY will design, develop, and unit test the conversion extract routines to populate the intermediate HARRIS staging tables.
6. The CITY will perform the validation on the converted data in the Solution following each data conversion.

7. The CITY will adjust the extract routines as necessary during the implementation to provide the data in the form necessary for a successful conversion.
8. The CITY will build any scripts necessary for pre or post conversion data transformation when this cannot be handled through the agreed to conversion process.
9. The CITY will arrange post Go-live access to the unconverted historical data through the legacy system or transfer of this data to a database that will provide access as the CITY deems necessary.

Development:

1. The CITY will contribute to the development of requirements documents for all HARRIS development work and will provide timely approval of the requirements (BRDs) and design (FDDs) documents presented by HARRIS, to ensure the Project Schedule can be met.
2. The CITY will provide subject matter experts who have technical familiarity with the interfaces to the legacy system, to support the HARRIS design, development and QA testing of these interfaces, as required, to the HARRIS Solution.
3. The CITY is responsible for providing test instances of the other systems the HARRIS Solution will interface to, and for ensuring that the non-HARRIS side of the interface(s) is properly configured and functioning to permit testing to occur as determined by the Project Schedule.
4. The CITY will take the lead and be responsible for the development of forms, reports, and portals not otherwise identified as being HARRIS' responsibility in this SOW or following workshops on these topics.
5. The CITY assumes responsibility for managing the interface design, development, testing and roll-out of interfaces (excluding core interfaces on the Solution side) developed by the CITY as defined in Section 10 on Interfaces and Modifications. The CITY will deliver similar requirements and design documents for their own development as to those provided by HARRIS for development work.
4. The CITY is responsible for obtaining Cognos Report Development training (if not already a skillset on staff) from a Cognos-authorized training program as required to develop Cognos reports.

System Testing:

1. The CITY will assume responsibility for conducting Functional (unit) Testing and Integrated (business process) Testing, focusing on how well business needs function within the Solution.
2. The CITY will review and perform testing activities, per the jointly developed and approved test plans.
3. The CITY will utilize core test scenarios provided by HARRIS and will customize or build new scenarios to meet the requirements of business processes and the resulting configuration of the Solution.
4. The CITY will be trained on and utilize the testing and incident management tool, CayStone, provided by HARRIS.
5. The CITY will organize, communicate and lead the testers through the testing process, following the test plans and the Project Schedule; HARRIS will assist.
6. The CITY is responsible for planning and conducting the User Acceptance Testing (UAT) that follows Integrated Testing to ensure the Solution meets the operational requirements of the CITY and is ready to be put into production; HARRIS will assist.
7. The CITY will conduct volume testing with guidance from HARRIS to ensure batch and on-line performance is acceptable.

Training:

1. The CITY is responsible for prerequisite education and training such as basic PC skills, MS Windows training, and/or fundamental business process knowledge of the business processes.
2. The CITY will modify, with guidance from HARRIS, the standard training plan and training materials to reflect the CITY's specific business process activities that will be performed in the Solution.
3. The CITY has the facilities and will provide the necessary logistics support for all training sessions, including: class schedules, meeting rooms, training rooms, material reproduction, overhead projectors, training workstations, and any other necessary training supplies.
6. The CITY will ensure end-user attendance at training.
7. End-user training will be the joint responsibility of the CITY and HARRIS with the CITY leading the training and HARRIS assisting.

Production Readiness and Cut-over:

1. The CITY will be responsible for conducting an acceptance review of the completed Solution at the completion of system testing activities.
2. The CITY and HARRIS will jointly determine whether the Solution is ready to go-live and be placed in production.
3. The CITY will be prepared to curtail operations in the week prior to Go-live as will be determined in the Cut-over Plan to enable a clean transition from the legacy system to the HARRIS Solution.
4. The CITY will perform any manual data conversion activities as required as part of production cut-over.

Post Implementation Support:

1. A support group from the CITY will be assembled prior to cut-over to stabilize the implementation and provide production support services, including refresher training, coaching and user authorizations and security support for the duration of the post go-live transition period of 2 months. During the Transition Period, Harris will provide consulting resources and a PM to support the CITY support team with diagnostics, problem resolution, error corrections, and training as needed.

4 Implementation Scope and Services

4.1 Solution Overview

The scope of the project in this SOW will include implementation of Cayenta CIS. The standard functionality for this Solution will be implemented as well as any functionality defined within this SOW and Appendices. If a new major version of the software becomes available before Functional Testing, based on the timing and features, the CITY may move to that version as part of this implementation and at no additional charge to the CITY (other than the labor to thoroughly test the new version).

The proposed Solution focuses on configuration rather than customization. As the CITY's business needs change and its organization expands, the inherent flexibility of the Solution supports these changes. Most configuration changes can be made by the CITY staff, eliminating the need for HARRIS consultants and expensive customizations.

If modifications are required, HARRIS's well-documented approach using industry standard technologies simplifies this process. All Solution modifications created for the CITY are written into the core product. This approach simplifies upgrades as the CITY's specific product enhancements are carried forward into the core product.

In addition, the scope of the project in this SOW will include the upgrade of the Cayenta WMS and FMS modules from the current live version 7.6.1 to Cayenta Version 7.8. The upgrade comprises 4 months of WMS and FMS functional testing and issue resolution; training and implementation of new functionality; and development and implementation of the Work Inquiry & Workflow enhancement for Water Dept. and the GIS Integration.

HARRIS will upgrade or implement the following HARRIS applications and 3rd party applications for the CITY as the key elements of the Solution.

(Note: In case of a disagreement between this list and the list of licenses purchased in the License and Services Agreement, the parties will defer to the License and Services Agreement.)

Cayenta Solution:

Cayenta Financials 7.8 - Upgrade

- General Ledger
- Budget Control
- Purchasing
- Accounts Payable
- Time Entry: ERP 7.8 supports:
 - Direct charge Equipment to Work Orders from Time Entry without running Payroll
 - Crew Time Entry
- Core Reporting
- **Miscellaneous AR – New Implementation**

Cayenta Work Management 7.8 - Upgrade

- Inventory & Receiving
- Fixed Assets



- Asset Management
- Work Orders
- Job Costing (Project Management)
- Core Reporting
- **Mobile Work Management (MWM) – New Implementation**

Cayenta's Mobile Work Management (MWM) solution was designed exclusively for utilities to allow workers to complete both service and work orders in the field using a variety of smartphones and tablets utilizing wireless or cellular networks. Field workers can remotely receive and close orders including attachments back to the Cayenta application in real time. Our design includes the ability for field workers to map the routes for their daily orders and even complete orders when they are out of network coverage areas. Our off-line functionality has the ability to send completed order data once a remote worker is back on-line.

This solution provides field workers with instant access to location, asset details, alerts, notifications and histories to allow them to make informed decisions with respect to the orders they are responsible for. Cayenta's MWM provides dispatchers and supervisors the ability to assign, re-assign or cancel orders when needed and re-direct resources in real time to ensure efficient operations of their field staff and increased customer service.

MWM is driven by the vast API library available in the Cayenta application and this also allows an easy and cost effective option of interfacing our MWM solution with other back-end systems when required.

Cayenta Utilities 7.8 – New Implementation

- Cayenta Customer Information System (CIS)
 - Account Management
 - Location Management
 - Rates & Billing
 - Bill Print/XML
 - Service Orders
 - Collections
 - Pay Arrangements
 - Accounts Receivable and Payment Processing
 - Miscellaneous Billing for Cayenta CIS
 - Service Orders & Mobile Service Orders (MWM)
 - Budget Billing
 - Metering
 - APIs
- Core Reporting

Core Web Products

Customer Self Service – New Implementation

HARRIS has designed and developed generic Customer Self Service (CSS) web pages through the use of Java Server technology that provides web-enabled customer self-service. The following functions are available within the base web pages:

- Customer Login
- Billing History Inquiry
- Linking to view a Standard Bill
- Consumption Inquiry
- Payment Entry Link
- Account Validation (when password is forgotten)
- Broadcast Messaging
- Update account (phone, email, mailing address, reset PIN)
- Handle the following issues
 - Contact us
 - Web account access (request a PIN to be set)
 - Service connect request
 - Service disconnect request
 - Budget Billing request/termination
 - ACH request (requires PDF form)/termination

HARRIS will provide the base web pages, configured by HARRIS for the CITY that provides navigation and execution of the above functions. Customizations to the CSS beyond what is listed will be managed through the Development Bucket and/or a Change Order.

28 hours are allocated to change the 'look and feel' of the website products and to provide the CITY with the training necessary for an experienced the CITY web developer to manage the following tasks, as part of post go live changes to the web-site:

- How to change the templates
- How to access 'gif' files stored in the database (representing services)
- Linking of a Standard Bill to Billing History Inquiry and Consumption Inquiry

The Payment Entry web page supplied by HARRIS provides a mechanism to allow authorized payments to be sent to the Solution. If chosen, subscription and implementation of a Harris Gateway Partnered third party authorization service is required through HARRIS. The payment authorization component will interface with the Cayenta API service via https connections to the Customer Self Service module. Subscription and implementation of non-Partnered third party authorization services will be the responsibility of the CITY.

All website-related training and assistance will be handled remotely. The training and support will be conducted through WebEx (or a similar service), remote connections and conference calls by HARRIS technical personnel.

4.2 Solution Environment

The CITY will be responsible for the acquisition, installation, acceptance and ongoing operation of the Solution's hardware, database, communications and local/wide area network infrastructure.

HARRIS will install Cayenta Software and related Third Party Software, as defined in this agreement and/or the License Agreement, required to support Cayenta's ERP applications, on the CITY's environment.

HARRIS is responsible for training the CITY IT staff in pushing the desktop shortcut out to the City PC's to allow workstation access to the application. The CITY is responsible for completion of this across all necessary desktop machines.

Network



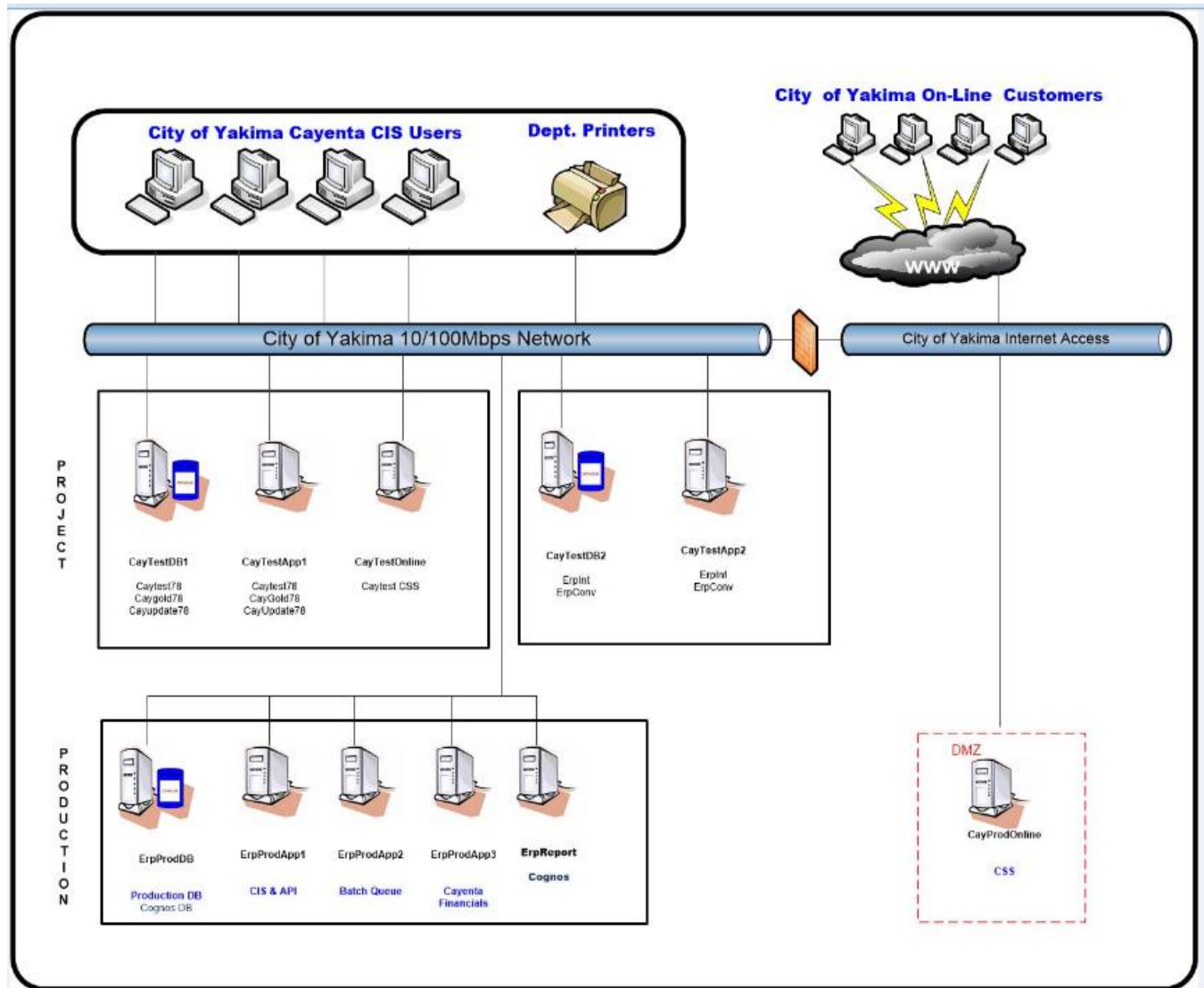
Network contention, i.e., users competing for network resources measured as Ethernet or IP packet collisions, is assumed to be at such a level as to not be a contributing factor to the system performance. Therefore, it is the CITY's responsibility to supply and maintain a high performing and scalable network infrastructure between the servers in the data center, as well as the CITY's end-user's access to the data center. It will also be the CITY's responsibility to monitor its network traffic, collisions, errors, latency, and load, and provide network statistics to verify that the network performs within the following tolerance and is not the cause of poor system performance, impacting the guarantee stated herein:

The CITY's Required Network Minimums:

- Maximum network contention (server to server packet collision rate) = 15% over a 1 hour period
- Maximum network contention (the City to server packet collision rate) = 25% over a 1 hour period
- Average network latency (server to server) < 15ms over a 1 hour period
- Average network latency (the City to server) < 60ms over a 1 hour period

Servers

HARRIS represents that the server configuration described in this Statement of Work will accommodate service levels to meet the CITY's needs:



Database platforms supported:

- Oracle 11gR2
- SQL Server 2012R2

Cayenta Database Server requirements:

Database server hardware for either Oracle or SQL Server solutions:



<u>Optimal</u>	<u>Minimum</u>
10Gb network adapter	1Gb Network adapter
32GB memory	16GB memory
2multi-core CPUs	2multi-core CPUs
1TB disk	500GB disk

Cayenta File Server requirements:

<u>Optimal</u>	<u>Minimum</u>
MS Windows Server 2012R2	MS Windows Server 2008R2
10Gb network adapter	1Gb Network adapter
8GB memory	4GB memory
4multi-core CPUs	2multi-core CPUs
500GB disk	200GB disk

Cayenta Reports Server requirements:

Supported OS for Cognos 10.2

MS Windows Server 2008R2
Windows Server 2012 Datacenter Edition
Windows Server 2012 Essentials Edition
Windows Server 2012 Standard Edition

<u>Optimal</u>	<u>Minimum</u>
1GB network adapter	100Mb Network adapter
16GB memory	8GB memory
4multi-core CPUs	2multi-core CPUs
250GB disk	100GB disk

Cayenta On-Line Server requirements:

<u>Optimal</u>	<u>Minimum</u>
MS Windows Server 2012R2	MS Windows Server 2008R2
1GB network adapter	100Mb Network adapter
8GB memory	4GB memory
2multi-core CPUs	1multi-core CPUs
300GB disk	100GB disk

Installation and training to administer these servers should be coordinated with the CITY's hardware and operating system vendor/reseller of choice.

Application and Database Instances



HARRIS will provide work with the CITY to setup the following application and database Instances for each product in the ERP Solution. HARRIS will also train the CITY on how to administer and update the instances via the patches and monthly releases. Once setup and training is complete environment/instance management will be the responsibility of the CITY.

Configuration Instance – (CAYGOLD78)

- Dedicated software configuration instance used to keep all configuration pristine throughout the project.
- All configuration changes must be stored here so that they are available for the creation of new instances and for data conversion activities.
- This will be the repository for configuration related to CIS only.
- Production configuration changes for the live FMS and WMS systems should be managed by the CITY in the live support environments and CAYPROD

Test Instance – (CAYTEST78)

- Dedicated software test instance used throughout the project for unit testing of functionality, modifications, interfaces and reports.
- This will remain a CIS only instance for use early in the project up to the completion of Functional Test
- Post Functional Test the system is available to refresh from the scheduled conversion process or may remain a CIS only instance

Release and Patch Upgrade Instance – (CAYUPDATE78)

- Dedicated software instance to place CIS releases/patches.
- Regression testing for new releases/patches must be performed here before upgrading CAYGOLD78 and CAYTEST78.

ERP Consolidation and Data Conversion Instance – (ERPCONV)

- Dedicated software test instance used for legacy data conversion.
- ERPCONV will be created as a copy of the upgraded live production FMS and WMS environments to ERP 7.8.x. The upgraded environment will reside in ERPINT.
- CAYGOLD78 configuration will be migrated to the ERPCONV system by HARRIS.
- Data from the City Legacy systems will be populated into the ERPCONV environment by HARRIS.
- Software versioning for ERPCONV will be consistent across the ERP suite including CIS. Monthly updates will be applied to all installed products in this environment,

- Following the conversion process completion ERP CONV will be copied to the ERP INT system in its entirety.
- Subsequent environments requiring refresh will follow in the same process. At a minimum this refresh will be required to ERP UPGRADE to support the software regression testing process.

Integrated Test Instance – (ERPINT)

- It will be used to perform initial ERP 7.8 regression testing, miscellaneous receiving testing and workflow management discovery, setup and testing.
- Once Integrated Testing starts, this instance will be the dedicated software test instance used for integrated testing.
- Dedicated software test instance used for upgrade testing.

Production Instance – (ERPPROD)

- Dedicated software production instance used for UAT
- Once UAT is completed instance will be used for the CITY to Go-live.
- The Go Live migration will follow the same process as that of previous conversions

Responsibilities:

Environment Name	Responsibility	Comments
CAYGOLD78	HARRIS	CAYGOLD78 will contain all configuration data associated with the CIS Implementation.
CAYTEST78	HARRIS & CITY	CAYTEST78 will be created by HARRIS as part of the environment training. This environment creation will be used to do the first training for the CITY IT personnel. CAYTEST78 will be the primary functional test environment and be performed as a standalone CIS product for the purposes of verifying the CIS core product and configuration.

Environment Name	Responsibility	Comments
CAYUPDATE78	HARRIS & CITY	HARRIS and the CITY will create this environment. This environment will be primarily used to test monthly update releases for CIS prior to the start of Integrated Test. Following integrated test execution this environment will be refreshed from ERPCONV.
ERPCONV	HARRIS & CITY	HARRIS and the CITY will create this environment. Software versioning for ERPCONV will be consistent across the ERP suite including CIS. Monthly updates will be applied to all installed products in this environment.
ERPINT	HARRIS & CITY	ERPINT will be created by the CITY as part of the second environment training. HARRIS will oversee the entire process.
ERPPROD	HARRIS & CITY	HARRIS and the CITY will create this environment for UAT and the Go-live

It may be desirable/necessary to set up additional Instances during the life of the project to isolate certain testing activities. It will be the responsibility of the CITY to create these Instances as requested by the project managers.

The only relationship between the CITY's current production environment and the SOW infrastructure is to obtain the FMS and WMS data to be upgraded as part of the scope of this project.

The CITY's current production environment will be decommissioned once this project has gone live.

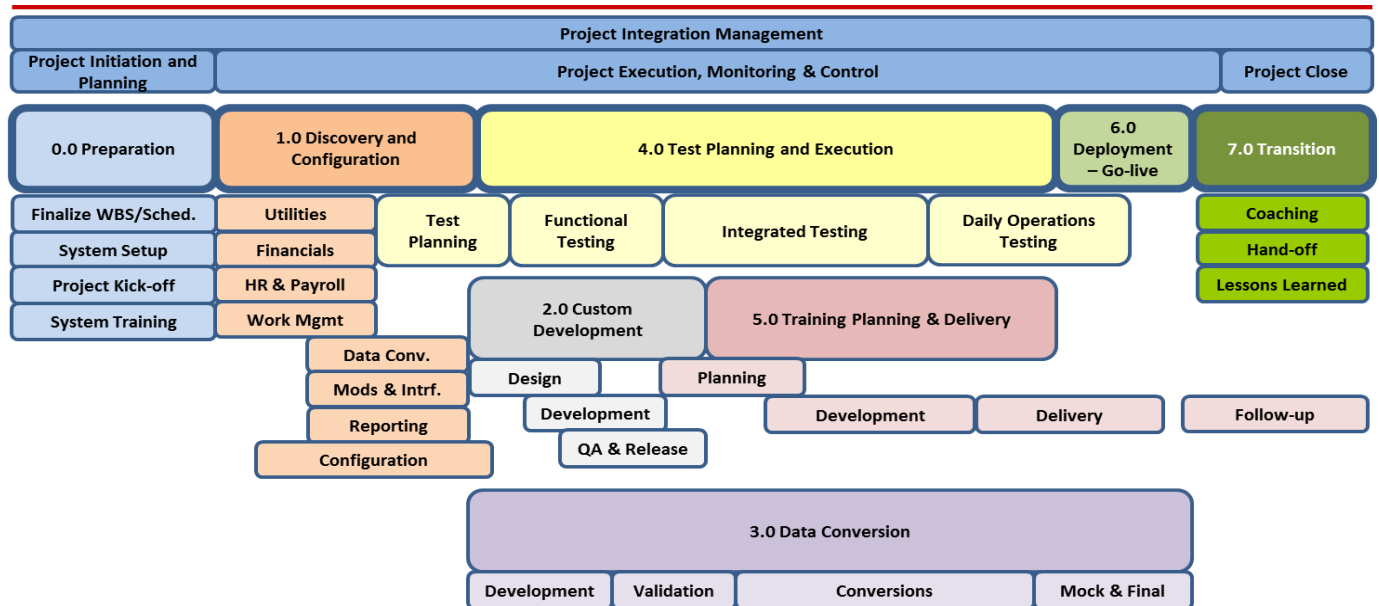
4.3 Implementation Approach

HARRIS will provide project management services, and professional services to assist the CITY as defined by the effort outlined in the MS Project Schedule and in this SOW. The scope of this project is based on HARRIS' understanding of the CITY's requirements as outlined in this document. The activities and budget as detailed in this SOW are fixed for the defined scope of work and effort as defined in the Project Schedule and will not be modified without prior approval of a mutually agreed upon change in the scope or duration of work. Sign-off of a Change Order must be made before the change in scope of work or duration can begin.

HARRIS shall use its implementation methodology to deliver the Solution. The methodology encompasses:

- Project Execution, Monitoring and Control
- Phase 0 – Preparation & Kick-off
- Phase 1 – Discovery, Analysis and Configuration
- Phase 2 – Custom Development
- Phase 3 – Data Conversion
- Phase 4 – Test Planning and Execution
- Phase 5 – Training Planning and Delivery
- Phase 6 – Deployment – Go-live
- Phase 7 – Transition / Post Implementation Support

Cayenta Implementation Methodology



These items define the scope of project activities that will be provided by HARRIS. These activities are further described below.

4.4 Project Execution, Monitoring and Control

The HARRIS and the CITY Project Managers shall be responsible for the planning and execution of the project. The Project Managers overall management objective will be to quickly establish an effective project structure leveraging established HARRIS methods, templates and tools while working within the PMI PMBOK project management framework to provide an effective and efficient management structure.

The Project Management Team will be made up of the CITY Project Sponsor, the CITY's Project Manager and the HARRIS Project Manager and Project Director. The CITY Project Sponsor will provide guidance and support to the team and will be the liaison between the Project Team and the CITY Executive Management. The CITY Project Manager will report to the CITY Project Sponsor and will provide day-to-day leadership and management of the project. The HARRIS project manager will report to the HARRIS Project Director, and will report into the CITY through the CITY Project Manager. The HARRIS and the CITY project managers will work jointly together to plan and execute the project.

An Executive Steering Committee (ESC) will be formed and will include the CITY's Project Sponsor, the CITY key executives, HARRIS's Project Director, Harris Project Manager, and the CITY Project Manager. The ESC will meet monthly and the HARRIS Project Director will participate in the Steering Committee meeting in person, or otherwise by phone and or teleconference. The purpose of the ESC is to provide overall project oversight, executive management involvement and to assist with strategic project decisions/issues.

Weekly and monthly reporting will be performed to track progress, identify concerns and communicate upcoming activities.

Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Signed contractual documentation, including but not limited to the Agreements, this SOW and the Project Schedule.

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been executed as agreed to by the PMs, which is to say this phase is not complete until Transition (Post Implementation Support) ends.

Deliverables:

HARRIS will deliver the following as part of this phase:

- Weekly status reports, including metrics incidents, testing, development work and schedule status;
- Leadership of the weekly PM meetings;
- Participation in the weekly Core Team Status Meetings;
- Updated Project Schedule from the weekly PM meeting (based on progress updates from the Team);
- Updated Risk Register from the weekly PM meeting (jointly developed);



- Monthly project status report (with input from the CITY PM);
- Monthly ESC participation and presentation of the monthly status report (with the CITY PM);
- Bi-weekly discussions between the HARRIS Project Director and the CITY Project Sponsor;
- Project Director participation in the ESC meetings.

The CITY will deliver the following as part of this phase:

- Utilization of CayStone and other tools as required to manage the work and allow for metrics to be generated;
- Participation in weekly PM meetings;
- Leadership of the weekly Core Team meetings to discuss status, address questions and provide direction on remaining activities;
- Monthly project status report (input provided to HARRIS PM);
- Organization and leadership of the monthly ESC meeting.
- Monthly ESC meeting and presentation of the monthly status report (with the HARRIS PM);
- Bi-weekly discussions between the HARRIS Project Director and the CITY Project Sponsor

4.5 Phase 0 – Preparation

Purpose

The Preparation phase of the Project is the initial period when the project organization begins to meet and gather information to allow for the updating and base lining of the Project Schedule that clearly defines the timeline of the project. During the initial project preparation, the CITY and HARRIS teams are finalized and the resources scheduled to ensure that there are no resource conflicts. The project schedule will be updated to accommodate holidays, known vacations and other events that remove resources from the project for short durations.

Preparation tasks are to include the basic technical infrastructure of the project, including ordering, delivery and installation of necessary hardware and operating system software by the CITY, establishing remote access for HARRIS to the CITY's network for the purposes of the implementation, and preparing project team workspace.

Initial drafts of the project planning documents, as described below under Deliverables, will be prepared and delivered to the CITY Project Manager for review and approval. The HARRIS PM and the CITY PM will work together to finalize the documents.

The Project Schedule will be built and maintained in Microsoft Project by the Harris Project Manager. The project schedule delivered as part of this contract will be reviewed and refined to reflect the actual start date, holidays, and other known events. This schedule will be approved by both parties and baselined, forming the starting point for the Project. Both parties will staff and provide resources to meet the schedule. This schedule will outline all tasks to complete the overall project and have resources from HARRIS and the CITY assigned and properly allocated based on the resources availability.

Future deliverables, such as BRDs, FDDs, code development, system test and training execution will be represented in the schedule but will be further detailed as the Project progresses since information needed is not completely available at the start of the project. Work activities planned for the next ninety days will be detailed as accurately as possible. This schedule will reflect the work to be performed and resource allocation from a weekly view. Available working hours in the schedule will be based on actual working hours for the individuals involved (based on an 8 hour workday). The CITY holidays and individual team members' vacations will be identified in



the schedule. Weekly maintenance of the project schedule is identified as part of the recurring Project Management deliverables.

An official project “Kick-off” session will be conducted by the CITY to signify the start of the project to the CITY organization. Topics covered in the kick-off meeting may include: organization of the Joint Project Team, reporting structure, timeline, plan overview, resources, roles & responsibilities and key milestones. System Overview training will be conducted for the CITY Core Team members and SMEs following the kick-off, to familiarize them with the Solution’s functionality as a basis for the Discovery efforts that will take place in the next phase. Discovery seeks to uncover the current business processes and practices against the background of how the new Solution functions and what features can be capitalized on to improve operations.

Additionally, the purpose of Phase 0 is to create a testing environment by performing technical tasks required for the installation of the Solution software. This environment will be used throughout the Project for configuration and testing. The CITY will be responsible for managing the environment with HARRIS providing technical support.

The final step in this phase is to set up CayStone: the project tracking tool, implementation database, test tracking database and the incidents database. CayStone is a web-based tool that is critical to managing the Projects and serves as the hub for tracking and communication throughout the project.

Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Signed contractual documentation, including but not limited to the Agreements, this SOW and the Project Schedule.

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved.

Deliverables:

HARRIS will deliver the following as part of this phase:

- Updated, baselined and approved Project Schedule.
- Jointly refined Risk Management process.
- Jointly refined Scope Management and Change Control process.
- Jointly refined Go/No-go readiness document.
- Installed software applications and database on a Windows server (several instances will be created of each), installation checklist provided and environment, training delivered.
- Install, and configure the CayStone Project Tracking and web testing tool set.

The CITY will deliver the following as part of this phase:

- With input from HARRIS, the CITY will refine the Project Charter (if used), defining the project mission, scope, major deliverables, and high-level project schedule for the entire project/program, which may exceed the scope of this SOW and include other sub-projects. Some of the deliverables listed above under HARRIS may be incorporated into the Charter as desired. The CITY may not require a Project Charter or may have it already in place.

- Communication/Organizational Change Management Plan that defines how the organization will be informed and readied for the Solution and possible business process changes. HARRIS will also provide input to this plan.
- Finalization of the Core Team and identification of SMEs and other resources assisting with the project. The CITY will need to assure that these resources are available without competing responsibilities to participate as per the Project Schedule.
- Establishment of the Executive Steering Committee, a quorum number and monthly meetings.
- Procurement and setup of all computing infrastructure to allow for Solution installation;
- Assistance to HARRIS with test environment database and application software install (including 3rd party applications) to facilitate knowledge transfer;
- Setup of a project room with all necessary equipment and network access required by the team;
- A process for managing business process changes that is efficient in delivering timely decisions with the necessary buy in;
- Kick-off planning, setup and delivery.

Constraints and Assumptions

- The basis for all the HARRIS deliverables during this phase will be from the jointly combined HARRIS and the CITY project methodologies.
- All project resources will be in place by the end of this phase and will be dedicated for the duration of the project as defined by the Project Schedule.
- Hardware and software installation will be completed in time to support the System Overview training following the Kick-off session.
- From phase start to Kick-off is scheduled to occur within 2 weeks.

4.6 Phase 1 – Discovery and Configuration

Purpose

The purpose of this phase is to match the CITY's business requirements defined in this SOW and the capabilities of the solution and to gather specific information needed to complete the initial configuration of the Solution that will be ready for testing. The Discovery sessions will span multiple weeks and will involve Core Team members as well as Subject Matter Experts (SMEs).

Discovery

A HARRIS application consultant (AppCon) will lead the Discovery discussions involving appropriate CITY business process experts (Core Team and SMEs) in order to complete the necessary documents, matrices and setup forms. These efforts and resulting documentation will be used to provide an initial configuration of the Solution.

Throughout the Discovery effort HARRIS and the CITY will jointly identify the business process changes required or desired to best take advantage of the HARRIS Solution. The CITY will document these changes and analyze them for impacts to current processes and stakeholders. The CITY will get approval for the changes, and will communicate and implement the business process changes in the Solution.

HARRIS and the CITY will also confirm the necessary modifications required. This will include any additional modifications not identified in this Agreement, and modifications that have significantly changed in scope. These modifications will be scrutinized for need and technical feasibility and, if agreed to, will be processed through the



Change Control process. Modifications are not preferred, and both parties will first explore what can be accomplished through configuration before agreeing to change the software.

The Discovery discussions will likely result in 'homework' being assigned to the appropriate the CITY resources for completion outside the meeting times in preparation for further Discovery discussions and/or configuration of the Solution.

HARRIS and the CITY will use HARRIS's incident tracking tool (CayStone) starting in Discovery and throughout the implementation in order to track and report on:

- Business process changes, as well as:
- Implementation Incidents (issues such as: Testing Problems; Database Conversion Issues; Reporting Issues; Environment Issues, Interface Issues and more);
- Testing Progress;
- Cut-over Tasks and Assignments;
- End User Training Items.

At the start of the Discovery phase of the project, the PMs will establish a way to track the number of hours required for changes coming out of Discovery. During the Discovery efforts, the hours required for any new custom development (modifications, reports, interface, portals etc.) will be tracked. If the CITY determines that an item in the that was captured in the final pricing as requiring custom development is no longer needed, those hours will be reallocated to the 'Development Bucket' and reallocated to other new work via Change Orders. If additional hours are required that are not available in the Development Bucket, then HARRIS and the CITY will execute a monetary Change Order for the additional effort and cost based upon the rates specified in this SOW.

Configuration

HARRIS will lead and manage the configuration activities, with participation and support by the CITY's functional and technical teams. The initial configuration of the Solution will be developed in conjunction with the CITY to facilitate knowledge transfer for those areas of the Solution that the CITY will want to be able to maintain. Responsibility for maintenance of the configuration is transitioned to the CITY, with support from HARRIS, after Integrated Testing.

The configuration settings will be confirmed by use of the Solution through testing. It is anticipated that the configuration will be adjusted as the team becomes more familiar with the Solution and testing reveals unexpected results. In this manner configuration at this stage is considered 'initial' with it not being finalized until the Solution is ready to Go-live.

Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Computing infrastructure established and functioning correctly.
- Solution installation completed and functioning correctly (in its un-configured state).
- Demo system available for System Overview training.
- Project Schedule refined, baselined, and agreed to.

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

- Two days of CIS System Overview Training provided to the Core Team and SMEs.
- Structured Discovery discussions for Core functionality as specified in the project schedule.
- Initial configuration of the Solution to meet the CITY's needs;
- Change Orders generated as required to meet newly identified requirements.

The CITY will deliver the following as part of this phase:

- Preparation prior to the start of Discovery to gather business process documents, samples of reports and other documentation as requested, that demonstrate the manner in which the CITY performs daily operations.
- Core Team members and SMEs to take part in the Discovery discussions as scheduled and document recommended changes to the business processes reviewed;
- Discovery participants that are receptive to making business process improvements by taking advantage of the Solution's functionality and features. The goal is not to simply recreate the legacy system, but to find advantages to improve operations.
- Delivery of documentation and homework that describes the existing business operations and setup;
- Business process changes captured, reviewed for impact, and decisions made as to how to proceed in a timely fashion to permit configuration of these processes to occur during this phase;
- All necessary Change Orders approved.

Constraints and Assumptions

- The following items will not be part of Core Discovery and will have separate sessions after the core discovery is completed: BI (Reporting, Portals, Letters, Bills and Forms), Modifications, Interfaces and Customer Self Service functions. These items will not be part of the exit criteria for Phase 1: Discovery and Configuration, but are part of Custom Development.
- The CITY core team members and SMEs will be available to take part in the Discovery sessions as defined in the Project Schedule and will be empowered to implement agreed to business process changes.
- The CITY core team members and SMEs will be available to complete Discovery actions, outside of the discussions and during HARRIS off-site weeks, in order to keep the project on schedule.
- Decisions on business process changes will be timely and will not impede progress or disrupt the project schedule;
- All current CITY rates and fees (electric, water, wastewater and sanitation) defined as of 1st March 2015 will be configured and billed in CIS;
- No rate structure changes will occur during the implementation unless mutually agreed by the parties as approved in a change order;
- No new rate types will be introduced during the implementation unless mutually agreed by the parties as approved in a change order;
- Only the core queries (account, location, person, meter) with Generic Inquiry will be implemented;
- Only core CIS Billing Workflows Issues to be implemented (pre-bill and billing errors get mapped to workflow issues which can be routed to users and groups to be worked);



- HARRIS will configure the System in a mixture of on-site and off-site sessions.

4.7 Phase 2 – Custom Development

Purpose

This phase is for the development of custom interfaces, modifications, custom reports, portals, web pages, letters and forms as contracted, and defined in the final approved Discovery documents. It will begin following Phase 1 – Discovery and Configuration and will be completed after testing begins in Phase 4 – Testing Planning and Execution (these will be delivered and ready for the start of Integrated Testing or as mutually agreed to and represented in the Project Schedule).

Modifications and Interfaces

A HARRIS resource will follow the following five (5) step process to gather the necessary information to properly develop all essential customizations for the Solution:

- Step 1 - Conduct a workshop session(s) in order to validate the requirements related to modifications and interfaces defined in this SOW and to develop Business Requirements Documents (BRDs)
- Step 2 - Prepare Functional Design Document (FDD or Technical Specification document) and obtain City sign-off;
- Step 3 - Schedule Development in coordination with the Project Schedule;
- Step 4 - Develop Modifications and Interfaces;
- Step 5 - Conduct initial Quality Assurance Testing prior to delivery.

A complete listing of modifications and interfaces that are covered can be found at the end of this SOW.

The Business Requirements Document (BRD) will define how the CITY will use the customization while the Functional Design Document (FDD) and or the Technical Specification Document will define how the functionality will be developed to fulfill the proposed solution.

A similar process will be followed for all customization, under the following topics:

Custom Report Development

During this phase a Reporting Plan will be created based on the results of the report workshop. This document will prioritize the reports identified in the workshop and outline a plan for report development. The CIS Report Development plan will be provided to the CITY for comments and approval.

250 hours has been allocated for HARRIS to conduct the required analysis, design, development and testing effort to define and develop custom CIS Cognos reports and portals customization. The exact number of reports that will be developed will be identified in the CIS Reports Development plan based on the complexity of the reporting requirements. This Report Development Bucket includes reports, letters, forms, and portal statistics. The activities in section 1.2 "CIS Reports, Letters Development" are all part of the 250 hours allocated.

HARRIS will provide the reports and deliverables agreed to in the Reporting Plan based on the allotted hours. The CITY will be responsible for any reports and portals that are not the responsibility of HARRIS. Reports will be prioritized in the Reporting Plan as high/medium/low and will be sequenced into the



Integrated Testing schedule as determined jointly by the Project Managers. Harris will provide the CITY with all core Cayenta/Cognos report templates for use and development by the CITY.

Portals

HARRIS will deliver and install the Cayenta CIS Core Portal Statistics. Portal statistics are an alternative to printed reports and provide real-time, online statistics that can be selected to display the records that produce the statistics and allows for further drilldown investigation of the records.

In addition, HARRIS will train the CITY on how to configure and manage portals so that they may develop additional portals and make updates on the statistics that are being provided as part of the Reporting Plan.

The effort for Portal development and training is included in the hours noted in the Custom Report Development bucket above.

Bill Print Development

Based on experience the following assumptions have been made for the Bill Print:

- Supports one location per account;
- One graph (Cognos pre-defined format) per bill;
- If duplex printing is required then bills will be a maximum of 2 pages with fixed lengths sections on both the front and back of the bill;
- The bill print sorts by bill sort code and then ZIP+4+2
- Pre-printed stock will NOT be used;
- Only charges calculated within CIS are displayed;
- Group billing is NOT included;
- Additional (e.g. guardian copies) are included as defined in the account relationship;
- Vertical text is NOT included;
- 220 hours have been included for analysis, design, development and testing of the bill print.

Miscellaneous AR Statement and Invoice Print

HARRIS will work with The CITY to customize the Misc AR Statement / Invoice print. A maximum of 120 hours of report development effort is allocated for this activity.

Receipt Print

The HARRIS core receipt print will be used (no modifications have be priced).

Service Order Development

Maximum of twenty (20) Service Orders to be configured (e.g. Move-in, Move-out, Meter Set, Meter Pull, Cut-off Non-pay, Meter Exchange, Customer shutoff, Reconnect, Investigation, Reconnect non-pay, Meter read);

The project schedule assumes 144 hours of Cayenta Report Developer effort to customize the core Cayenta Service Order print;

No other reports, forms or statements, etc. have been scoped or included in the project. No reporting with the upgrade of FMS and WMS has been specified or included. Should the CITY wish to have HARRIS develop more reporting items than specified here, a change order can be processed to add hours to the reporting development effort.



Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Discovery completed.
- Change Orders for custom work not already part of this Agreement approved.

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved

Deliverables

HARRIS will deliver the following as part of this phase (as required):

- Discovery workshops to define requirements for the custom development items.
- Business Requirements Documents (BRDs) will be developed by HARRIS with the CITY's assistance to describe the intended functionality and requirements of the custom work and approved by the CITY
- Functional Design Documents (FDDs or Technical Specification Documents which may be combined with BRDs) will be developed by Cayenta Development describing the manner in which the requirements described in the BRD will be met and approved by the CITY;
- Custom modifications, interfaces, reports, portals and letters that meet the FDD or design spec;
- QA testing by Cayenta Development and HARRIS consultants prior to the CITY testing commencing;

The CITY will deliver the following as part of this phase:

- Core Team members and SMEs to take part in the Custom Development workshop sessions as scheduled and to document the CITY's requirements for inclusion in the BRDs;
- Prompt review and approval of plans, BRDs and FDDs to enable the development process to begin as defined in the Project Schedule (following the process described in this agreement);
- Providing/arranging test systems to allow unimpeded testing of all interfaces (core and custom);
- Configuration/development of the non-HARRIS side of the interfaces; this included working with 3rd parties to build/modify the interface or find alternatives if the existing protocol is unwieldy, non-standard, or will result in additional effort and expense to make work.
- Reporting Catalog listing all the existing legacy reports that are believed to be needed with the new Solution, as well as examples and explanations of the fields/columns, and formulas/queries used to generate the data. The catalog should list the report name, the primary user, the frequency of use, a high/medium/low priority of need, and the data source at a minimum.
- The CITY assigned report, letter and portal design, development and QA as agreed to in the Reporting Plan.

Constraints and Assumptions

- CITY team members will be made available to take part in the workshops and review sessions and will be empowered to agree to the designs;
- CITY staff involved in the Cognos and Query Portal training will be experienced in SQL;
- CITY staff involved in the Cognos Administration Training will take Cognos Report Development training from IBM or an IBM partner prior to the Cognos Administration Training session;
- An experienced CITY web developer will be assigned to work with the HARRIS resources on the installation and configuration of the self-service modules (CSS)
- If additional customization, not included in this SOW, but deemed necessary during the project, it will follow the same development process outlined here. Any impact on the Project Schedule will be presented and approved through the Change Order Process.
- HARRIS will deliver custom work identified in this SOW within the fixed priced agreement. Change orders will be required for all additional customization (beyond what is listed in this SOW or exceeds the Development Buckets). Cayenta Development schedules the development of FDDs in the same manner it schedules the actual custom development work, by allocating time in a future month to meet a deadline. Delays in creating, reviewing and approving BRDs and FDDs could jeopardize the delivery of the custom work and have negative consequences on the overall timeline, resulting in a change order.
- HARRIS and the CITY will work collaboratively to ensure that custom development work is delivered in accordance with the Project Schedule, it being understood that custom development work being delivered by HARRIS is subject to input and approval by the CITY during the development process. The Deliverable Acceptance Process defined in this SOW will be followed by both HARRIS and the CITY to ensure timely completion of scheduled activities. the CITY may also be responsible for its own development activities and will do so with the same level of formality and adherence to deadlines.

4.8 Phase 3 – Data Conversion

Purpose

The HARRIS data Conversion methodology is a proven process designed to successfully facilitate the conversion of data from any legacy database into the HARRIS Solution. HARRIS as part of this SOW will be performing the loading of converted data to the new Solution database. The CITY will be responsible for the data extraction from the legacy system(s) and providing it in the format requested by HARRIS.

HARRIS's Conversion Analyst will lead the CITY's Conversion Analyst/Team through the Discovery requirements and mapping session, presenting the methodology, toolsets, and scripts that will be used during the conversion, as well as completing a detailed data mapping. The CITY's Conversion Team is responsible for extracting data and making the data available to HARRIS in pre-defined Staging tables/files. For every scheduled conversion run, the data tables will be populated from the pre-defined Staging tables/files. HARRIS's responsibility includes taking data from the Staging tables/files to the Solution tables.

The Database conversion steps are:

1. Discovery/ Data Mapping / Conversion Plan;
2. Conversion routine development (CITY and HARRIS);
3. Validation testing of the first conversion(s) (the CITY);
4. Refinement and repetition of data conversion as required (CITY and HARRIS);
5. Mock conversion to hone cut-over timing;

6. Cut-over conversion;
7. Post cut-over clean up (as required).

The Data Conversion Plan includes tasks for data mapping, conversion planning, conversion development, testing, mock cutover, and Go-Live. A quality data conversion is critical to a successful implementation. In order to ensure the integrity of the conversion, HARRIS's methodology provides for a multilayered series of audits and verifications. The methodology provides the following checks:

- Validation of legacy output data in the staging tables to determine if the data is valid for the Solution.
- Rigorous financial reconciliation of the conversion. The conversion audit report will identify key financial components and identify how they have been allocated in the Cayenta solution. The CITY will need to provide comparable reports from the time of extract from the legacy system for comparison. The CITY and HARRIS will jointly investigate any differences.
- Rigorous variance analysis between source data provided and target data – with emphasis on explainable variance. The conversion audit report will identify counts for accounts, locations, meters and services. The CITY will need to provide comparable reports from the time of the extract for comparison. The CITY and HARRIS will jointly investigate any differences.
- The core team runs a set of critical scenarios after each conversion to confirm that the Solution functions correctly.
- Utilizing the HARRIS testing and incident management tool to capture issues and ensuring they are addressed prior to the next conversion through weekly meetings.

The following are considerations when developing the Data Conversion Plan:

- What data will be converted programmatically;
- What data will be converted manually;
- How much and what type of historical data will be converted;
- How will data that is not converted be stored and accessed;
- How conversion related issues will be tracked and resolved once they have been identified (via CayStone)

The Data Conversion Plan defines detailed processes and tools that will govern the conversion process for data mapping, data cleansing, technical design, development and testing. The document will:

- Contain a mapping of data from current repositories included in the conversion process.
- Define timing for when data cleansing will be complete.
- Define the specific tasks that will be conducted by the HARRIS and the CITY conversion analysts as well as the data quality parameters.
- Define the process the CITY will utilize to cleanse the legacy data, including the tools that will be used in the process and the areas of the organization that need to be involved in the process.
- Define procedures that will be used to validate the conversion success and to identify data conversion problems. These verification and control procedures will describe how the data will be validated with data record counts as well as financial balancing of all key financial components.

Conversion Validation Criteria

Before the first conversion(s), the parties will mutually agree to a conversion audit and control procedure, as well as methods for balancing data conversions. These procedures and methods will be documented in the Conversion Plan.



For the first full data conversion, the success criteria is the data conversion of all data elements from the Legacy System to the target HARRIS Solution. And the successful completion of the conversion audit and control procedure and identification of any errors or balancing issues that will be logged in CayStone under type “Conversion” and assigned for resolution.

For the second full data conversion the success criteria is the data conversion of all data elements from the Legacy System to the target HARRIS Solution and successful completion of the conversion verification and control procedures. Any issues will be logged in CayStone under type “Conversion” and assigned for resolution.

FMS and WMS Migration Scope

The data included within the scope of the Upgrade data migration will allow for all data currently in the Cayenta 7.6.1 FMS and WMS products to be transported over to the new versions of the applications.

CIS Data Conversion Scope

At a minimum for CIS Conversion Scope includes items listed below:

The data included within the scope of the data conversion is limited to the minimum required to enable the CITY to use the software to fulfill its business functions addressed in this SOW as follows:

For Customers the following information will be converted:

- All customer addresses and billing addresses;
- All phone numbers for each customer;
- Any additional bill mailing addresses;
- Any additional customer data contained in the current billing system and supporting systems, as agreed to during the conversion workshop.

For accounts the following information will be converted:

- All Active accounts and Final, Collection and Write-off accounts with a balance in the legacy system (no write-off accounts older than 7 years), unless it is mutually agreed that a specific group will be excluded;
- Active deposits - this information needs to be broken down by service for each account if service based deposits are configured;
- Any applicable Account Tax exemptions;
- Budget billing account data - this information needs to be broken down by service for each account;
- Any applicable account data contained in the current billing system and supporting systems such as alternate contacts and co-occupant information;
- Account relationships (e.g. Consolidated Billing, Owner/Manager);
- Pending Service Changes (e.g. future dated move-ins/outs); this will be a manual conversion task during cut-over.

Locations:

- Mandatory location information, including jurisdiction;
- Location extended attribute information as defined in the configuration;



- Installed assets (Serialized Assets);
- Billable holdings (Non-serialized Assets) such as street lights or garbage cans.

Installed Services:

- Service, bill and tax codes for active services.

Meters:

- Mandatory meter information required for the Solution to operate correctly
- Mandatory register information required for the Solution to operate correctly
- Thirteen (13) months of installed meter history, including sets and pulls.
- Thirteen (13) months of meter read history.
- Installed meter bill codes.
- Meter device information required for the Solution to operate correctly

Financial:

- Outstanding account balances, by summary code (e.g., service charge type, tax, and fee) and by financial aging buckets, at the time of conversion (both debit and credit);
- Any pending miscellaneous charges, payments and adjustments that have not been billed in the legacy system;
- Account item groups and account summaries based on the outstanding balances;
- Program enrollment history (e.g. budget billing);
- Thirteen (13) months of Bill header and Service level detail information for each account (for Budget Billing);
- Payment account information (ACH/EFT, etc.).

Collections:

- Collection events will be created based on the last bill date and the appropriate Cayenta Utilities collection stream for each account
- A single credit event will be created for each customer to support the credit rating applied at the time of Conversion
- Active payment arrangements

Miscellaneous:

- Thirteen (13) months of contact history;
- Memos and notes for customers, accounts and locations (as identified in Conversion Workshop);
- Customer, account and location communication history Alerts for customer, accounts and locations (as identified in Conversion Workshop).



Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Discovery completed
- Change Orders for custom work approved (may affect data conversion)

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved

Deliverables

HARRIS will deliver the following as part of this phase (as required):

- Discovery/ data mapping sessions with appropriate the CITY personnel;
- Data Conversion Plan
- Develop Data Mapping Specifications document
- Definition of the Staging Tables to be used to convert the data
- Converted data as per the Data Conversion Plan and delivered as per the Project Schedule;
- Data conversion exception and audit reports;
- Revised conversion routine if it does not meet the plan or validation as identified and captured in the HARRIS testing and incident management tool.

The CITY will deliver the following as part of this phase:

- Data cleansing in preparation for the first conversion.
- Core Team members and SMEs to take part in the conversion workshop and assist in the planning, who are knowledgeable in the legacy system database table structures and legacy system presentation of the data;
- Development of data extract routines as required to get the legacy data into the HARRIS-defined staging tables and eventually the HARRIS Solution;
- Delivery of the extracted data as per the Data Conversion Plan and the Project Schedule;
- Thorough validation testing of the converted data (as part of Phase 4 – Test Planning and Execution). Confirmation that financial balances from data conversion have been validated and balance with the legacy system conversion point;
- Revised extract routines and additional data cleansing if the extract data does not meet the plan or validation, as identified and captured in the HARRIS testing and incident management tool CayStone.
- Development of manual or semi-automated data conversion activities that are determined to be too difficult or time-consuming to automate.

Constraints and Assumptions

- Data clean-up can begin at the time of signing this document (or sooner) as the CITY is probably aware of date entry issues. It should be complete by the time of the first conversion for Integrated Testing.

- The CITY has the technical expertise and access (or can obtain it) to extract the data from the legacy system and format it as necessary to be loaded into the Staging Tables for HARRIS to convert it and import it into the HARRIS Solution.
- The data conversion process will begin soon after completing the Data Conversion workshop and the Data Conversion Plan is written and approved, This is necessary to meet the start of the Integrated Testing phase and not have negative consequences on the overall Project timeline
- Source data will be converted into a pre-defined set of staging tables/files. HARRIS will define the format of these staging tables/files. The structure and location of these tables/files will be agreed upon during the Data Conversion Discovery session.
- Conversion of historical information outlined above is predicated on the CITY's ability to deliver the source details at the level of granularity required by the Cayenta Solution conversion analyst.
- No data outside of that defined in the source data files of the Data Conversion Plan will be converted unless agreed to through the Change Control Process.
- The number of conversions to be conducted will be as specified in the Project Schedule. If it is desired or becomes necessary to perform more data conversions, then a Change Order will be processed. Some data may not warrant the investment in developing conversion routines due to low volumes or the complex nature of converting it, in these cases pre or post conversion scripts may suffice, or manual recreation following conversion may be necessary.

4.9 Phase 4 – Test Planning and Execution

Purpose

The purpose of Phase 5 is to test the Solution to ensure that it meets the business requirements of the CITY. Also during this phase any new functionality (modifications, interfaces, reports, portals, bills, letters, forms) will be implemented as specifically outlined in this SOW.

Fundamental to the testing methodology is a jointly developed Testing Plan. Although the Project Schedule provides an outline of the testing for the purposes of resource allocation and scheduling, test plans are developed at the beginning of each major phase (Functional, Integrated and User Acceptance Testing) and must be approved before testing commences. These plans provide a week-by-week outline of the major tasks and the team members responsible for them, and thus constitute the testing roadmap.

The test plans include:

- Testing approach/strategy;
- Key testing activities;
- Functionality to be covered in each week or key activity of testing;
- Timeline for the key activities;
- Source of data to be used in testing;
- Roles and Responsibilities of all participants;
- Material and technical environment requirements for testing;
- Test scenarios and folder structure within CayStone;
- Test Incident tracking methodology, including triage, escalation and metrics;
- Completion Criteria.

HARRIS's testing methodology is based on:



- Knowledge of the HARRIS Solution and prior implementation experience;
- Understanding how the CITY's requirements match up to the Solutions configuration.

Testing is repeated within the time allotted for each testing cycle/pass until all tests are completed or blocked (pending running in a future cycle). Results will be reviewed at the end of each cycle along with the status of any failed or cautioned tests to evaluate priorities for resolution and determine when re-testing will occur. During the testing activity, HARRIS and the CITY staff shall refine testing scenarios and data to address testing problems and issues. Testing results are recorded in CayStone and a final report is produced that contains HARRIS and the CITY's project team approval to proceed to the next major phase (following Functional, Integrated Testing).

Functional Testing

The main purpose of the Functional Test phase is to confirm that decisions made during the configuration phase of the project are in line with the CITY's business requirements and that the initial configuration operates as expected. Functional testing will take place on clean, controlled data (not converted data) that is created specifically for the purpose of testing a business function by the CITY. This allows the project team to isolate and test the configuration prior to moving toward Integrated Testing where converted data will be introduced (along with possible conversion problems).

Functional Testing is delivered in two stages. The first stage utilizes scripted scenarios that are common to most HARRIS Utility clients. Data (accounts, persons, locations, etc.) are entered into the Solution and verified at the start of testing. This ensures that the initial testing of the configuration decisions is on "clean data", to ensure that initial data conversion issues do not cause confusion and to allow the testing to start promptly. In addition, entering this data is an excellent way for the core team to become more familiar with the Cayenta Solution. HARRIS has developed a number of core functional testing scenarios that will be the basis for the CITY's testing scenarios. The scenarios are divided into two categories, Primary and Secondary, with Primary scenarios being the most common functions and cover the breadth of the Solution's functionality. Secondary tests are the less often used or back-office functions that while necessary, do not characterize the general operability of the Solution. Primary tests are often used as 'regression' tests, used to validate the Solution after every software update and data conversion. The second stage involves Functional Testing of each customized modification, interface, report, portal, form, web page or letter.

Integrated Testing

The objective of Integrated Testing is to confirm that the delivered HARRIS Solution performs according to documentation. This includes, but is not limited to all Cayenta products including subsystems, configured functionality, modifications, interfaces, self-service portals, portals, and reports. Most importantly, this testing is conducted on converted data. In addition, Integrated Testing will also serve to solidify the CITY's business processes. All features and functions must work together in the same environment with converted data.

HARRIS's methodology recommends the following three fundamental principles in order to optimize both time and resources throughout Integrated Testing:

- Recreate a realistic "production-like" environment. Using converted data, choose a sub-set of data and scenarios to represent the production system. This will typically consist of running operational cycles that provide the appropriate sampling of transactions. In creating the 'pseudo-production' environment, we ensure all components of the production system have been identified and incorporated into the Integrated Test Plan. In addition to the Solution itself, this includes the procedures and processes that need to be in place for the Solution to run properly, the production reports that supplement the Solution, the documentation, and training of the operations personnel, and all interfaces to other internal and/or external systems.
- Manage the focus and momentum of Integrated Testing. Ensure all team members are clear on their activities, when they are supposed to be doing them, and whether or not they have completed their

task(s) successfully. This is key and is the responsibility of the CITY PM or testing lead, working in concert with the HARRIS consultants and in adherence to the Project Schedule.

- Ensure all activities move the team toward the final goal – a successful Go-Live. The activities of all team members and the project issues must be managed closely. Key timely metrics for testing progress and issue resolution must be established and monitored closely. Deviations from the plan will be identified by reviewing testing metrics frequently and adjusting the plan and tactics accordingly.

HARRIS uses a structured Integrated Testing approach to ensure the previously described principles are followed. This approach involves having multiple database instances and multiple groups of test team members performing key integrated testing activities in these five main areas:

- Integrated testing scenarios inclusive of primary and secondary scenarios (from Functional Testing);
- Testing interfaces and modifications;
- Testing reports, letters, portals, service orders and bill prints (as appropriate for the Project);
- Core integrated testing that tests major batch processes;
- Financial scenarios that focus on validating financial transactions.

Each cycle of testing takes the Solution one step closer to production. Additionally, data conversion and system performance are tested in this phase. From Integrated Testing, metrics are derived from CayStone to substantiate the Solution is production ready.

Daily Operations

A key part of the Integrated Testing process is Daily Operations (sometimes referred to as User Acceptance Testing or UAT), during which the activities of a typical business day are followed utilizing the Solution to simulate the tasks and expected results. Daily Operations occupies several weeks following the end of Integrated Testing, once all the sub-components of the Solution have been thoroughly exercised and are producing repeatable and expected outcomes.

HARRIS and the CITY will develop a formal UAT Plan. The CITY will be responsible for developing end-to-end test scenarios that will cross multiple operational areas. The testing scenarios should include, base functionality, batch processing, reporting, modifications and interfaces. Multiple monthly processes should be performed as part of the testing process. HARRIS will lead a walkthrough of the daily and monthly procedures and financial balancing process with the CITY's accounting department and Core Team.

Daily Operations will be executed in the production environment and may be coordinated with the Performance Testing that will also be executed in that environment to take advantage of the simulated production activity taking place.

Mock Cut-over

Within Integrated Testing, mock cut-over ensures that the detailed schedule of the cut-over weekend is tested and fine-tuned. The cut-over period requires a large amount of coordination between team members, technical resources and end users. Developing a schedule and then testing it prior to Go-Live is essential.

Mock cut-overs are the conversion of full data sets in a simulated Go-Live conversion situation. Mock cut-over is performed to confirm the accuracy of the conversion process and to eliminate data loading errors as well as to provide performance metrics that will be used in the planning of the actual go-live cut-over.

HARRIS will execute a minimum of one (1) mock conversion to prepare for each Go-live cut-over, or as mutually agreed-to, based upon the results of initial data conversions.

It is HARRIS's responsibility to load the data into the Solution. It is the CITY's responsibility to provide the data extracts in time for the full conversion loads to be performed. This process must be run end-to-end (or possibly with some overlap) to properly simulate the Go-live conversion process.



After the mock cut-over conversions are finished, the environment used for the cut-over test will be made available to the project team for the following purposes:

- Validation of data – This task consists of validating accuracy of converted data by physically verifying randomly selected items from the total population. This validation task is the responsibility of the CITY and is intended to provide a level of comfort on the data conversion accuracy of the data loaded to the Solution instance. Issues identified during validation testing will be logged as incidents in CayStone for resolution by the conversion analysts and others involved in the data conversion process.
- To continue testing a cycle/pass as defined in the Integrated Test Plan.

Application Security

Setting up all the end-users in the Solution can be a lengthy activity and one usually that evolves over time. The preferred approach to help simplify this task, both initially and once in production, is to set up user groups and assign privileges at the group level. HARRIS will provide a list of all the entity privileges available within the Solution and will guide the CITY in determining what groups to establish and the privileges to grant each group. The outcome will be a document that will first identify the initial security settings by group and perhaps individual, and second, the configuration of these settings in the Solution.

HARRIS will provide the necessary instruction on the security functionality and will assist the CITY in configuring user privileges. This will facilitate knowledge transfer so that the CITY will be able to maintain this critical piece of functionality as users come and go or change roles within the company.

As stated earlier, security is difficult to get right the first time, so it will be best to err on the side of too few privileges and let users ask for more, than to provide them with too many and access to functionality they shouldn't have. Keeping security at a group level and not at the individual level will greatly enhance maintainability.

Security will be set up prior to the start of Integrated Testing and it will be valuable to have testers login using the security groups when testing so that they discover security restrictions and permissions to help hone this configuration.

Performance Testing

This activity tests the performance of the Solution including the proposed production environment (operating system, network, database and disk array distribution).

HARRIS and the CITY will develop a Performance Test Plan. The plan will detail the elements to be tested and the methodology for execution to meet the Performance Criteria defined in this SOW. The plan contains:

- A strategy for performance testing, as well as roles and responsibilities;
- Test scenarios and expected results;
- Hardware, database, network and application parameters for the performance test environment.

Hardware and software will be tuned prior to the start of performance testing by the CITY to the best of its ability and if necessary with 3rd party assistance. HARRIS will contribute any relevant knowledge it has of the typical areas that require tuning; based on their experience with similar project environments. Any batches and online modules used in the performance testing will be functionally tested and passed by the Core Team before the execution of the first performance test.

HARRIS and the CITY will jointly execute the performance testing. Some elements of testing may require large numbers of testers performing transactions to stress the Solution within the normal parameters of daily operations for the CITY. A document will be developed that will include the results of each test (batch program and online functions), with an analysis of those results and recommendations to improve performance, if required.

Entry Criteria:

Both/either party must meet the following criteria before Functional Testing begins:

- Core Discovery completed and approved prior to the start of Functional Testing.
- Initial configuration completed prior to the start of Functional Testing.
- Approved Functional Test Plan.
- Business process changes identified and approved prior to the start of Functional Testing.

Both/either party must meet the following criteria before Integrated Testing begins:

- Approved Integrated Test Plan.
- All revised configuration completed and approved (following Functional Testing)
- All security items set up and approved
- To-Be Business Process approved by the CITY
- High Priority Custom development items (modifications, interfaces, reporting) complete and unit tested prior to the start of the first iteration of Integrated Testing (or as per the Project Schedule, or otherwise agreed by the parties);
- Medium Priority Custom development items (modifications, interfaces, reporting) complete and unit tested prior to the start of the second iteration of Integrated Testing (or as per the Project Schedule, or otherwise agreed by the parties);

Both/either party must meet the following criteria before User Acceptance Testing begins:

- Approval of the Daily Operations (UAT) Test Plan.
- Approval of a Performance Test Plan.
- Completion of Integrated Testing

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved;
- Satisfactory closure of software deficiencies:
 - All P1 & P2 Defect Jiras will be resolved, tested and closed. HARRIS defines Jira priorities in the following manner:
 - (a) P1 – System is effectively unworkable. No workaround. Generally reserved for live clients, but can on rare occasions be used during project implementations if problem affects critical implementation path.

- (b) P2 – Major issue with key functionality that does not have an effective workaround. Will be fixed with a patch rather than as part of regular release process.
 - (c) P3 – Issue has a viable workaround, and will be addressed during additional implementation testing or in a future release as agreed to by CITY.
 - (d) P4 - Minor issues not affecting daily operations. Will be addressed during additional implementation testing in a future release as agreed to by CITY.
- Completion of Test scenarios:
 - All Primary scenarios tested
 - All Critical and High priority secondary scenarios tested, 90% of medium severity secondary scenarios tested
 - All interfaces tested (for integrated test)
 - All modifications tested
 - All reports tested

Deliverables

Both/either party must meet the following criteria before this phase is complete:

- Test plans (Performance and User Acceptance) and test scenario templates;

HARRIS will deliver the following as part of this phase:

- Test plans (Functional, Integrated) and test scenario templates;
- Core test scripts/scenarios;
- “Train the Tester” training:
 - CayStone training for test scenario creation/modification prior to the start of Functional Testing;
 - CayStone training for test execution and incident management prior to the start of Functional Testing;
- Assistance with execution of all functional testing scripts, integrated testing scripts and problems as testing progresses;
- Managing testing incidents within CayStone and working them towards resolution;
- Testing status/results reporting;
- Batch processes configured with the CITY assistance prior to the start of UAT;

The CITY will deliver the following as part of this phase:

- Customized testing scenarios based on HARRIS test scenario templates;
- Leadership and execution of all the test scenarios and related activities as per the Project Schedule and the test plan;
- Testing results and incidents recorded in CayStone to ensure a controlled testing process;

- Setup of user security with HARRIS' assistance;
- Design and Execution of Daily Operations Testing (also called UAT) to achieve the desired goal of the CITY being satisfied the Solution functions as intended and is ready for production.

Constraints and Assumptions

- Testing preparations will begin during the Discovery phase by the PMs with the goal of being ready to begin testing once the Solution is initially configured.
- Sufficient CITY team members will be available to take part in the testing such that the testing can be completed per the agreed Project Schedule and test plan.
- The CITY has selected capable/qualified team members to perform the testing who will be efficient and capable to perform testing processes as established in the Project Schedule.
- The CITY has the facilities appropriate for the testing team to work together in one space to accomplish the testing;
- Where multiple testers are assigned the same test scenario, the scenario will be deemed complete once at least one tester has successfully completed it;
- HARRIS support of Functional and Integrated Testing will involve a mixture of on-site and off-site Application Consultant support.
- Completion of Functional Test scenarios:
 - All Primary scenarios tested
 - All Critical and High priority secondary scenarios tested, 90% of medium severity secondary scenarios tested
- All systems that will be integrated with CIS will have test instances available to test the interfaces during Integrated Testing;
- Utilization of CayStone to capture issues/ideas related to data, business processes, training, cut-over and many other categories;
- HARRIS will provide core scenario templates to testing (The CITY will customize as required);
- HARRIS will triage new incidents resulting from testing to facilitate prioritized and timely resolution with the understanding that except for Priority Low issues that the CITY may agree to resolve post-production, all business requirements and functionality set forth in the SOW are to be executing properly prior to Go-Live;
- HARRIS will provide resources for product fixes resulting from defects identified during system testing processes in a timely manner, not impacting the project timeline.
- The CITY will utilize core test scenarios provided by HARRIS and will customize or build new scenarios to meet the requirements of business processes and the resulting configuration of the Solution.
- The CITY will organize, communicate and lead the testers through the testing process, following the test plans and schedule; HARRIS will assist.
- The CITY is responsible for planning and conducting the User Acceptance Testing (UAT) that follows Integrated Testing to ensure the Solution meets the operational requirements of the CITY and is ready to be put into production; HARRIS will assist.
- The CITY will conduct volume testing with guidance from HARRIS to ensure batch and on-line performance is acceptable.
- HARRIS and the CITY will work together through all testing phases to execute and troubleshoot non-

conforming tests.

4.10 Phase 5 – Training Planning and Delivery

Purpose

Training is provided under the terms of this Agreement and falls into two basic categories: project team training and end-user training. The first is described below under Solution and Technical Training, while the second is explained under End-user Training further down.

Solution and Technical Training

During the initial hardware and software installation, HARRIS will provide training on the Cayenta Utilities application as it relates to SQL Server and to the Application File Server. On-site and webinar training is given to the appropriate technical staff. This training is critical to ensure Cayenta Utilities is maintained correctly once in production.

The CITY technical staff will be required to take these courses in order to provide the necessary support needed to maintain the Solution and hardware throughout implementation and into production.

Learning for the CITY team members will take place throughout the entire implementation project from the Configuration Workshops, and throughout the Testing Phases. Training is in the form of workshops, small group reviews, and individual coaching sessions, depending on need.

The following table describes the courses that HARRIS will conduct on-site or over the web with the project team:

Course	Trainer	Course Outline & Functional Responsibilities
System Overview	HARRIS Application Consultants	To provide Core Team members and SMEs with a refresher of the basic Solution functionality prior to the start of discovery. Overview training is done in preparation for the Discovery sessions to allow for better recall of HARRIS Solution functionality as participants discuss how current business processes will be accomplished in the HARRIS Solution.
Environment	HARRIS Technical Consultants	To provide a strong working knowledge of the environments and platform for the Cayenta Solution, HARRIS deploys system and technical training to the CITY technical support team. Topics covered include upgrades, maintenance, and administration. Cayenta Technical Services team will conduct this training in a mentoring fashion during the installation of the Solution where the CITY's IT team will perform the tasks necessary under the instruction and guidance of the HARRIS Technical consultants.
Train the Tester	HARRIS Application Consultants	To equip the CITY's core team members with the foundational skills to plan and execute tests, and diagnose issues during the Functional Testing component of the implementation, HARRIS will conduct time-sensitive training on Cayenta product fundamentals, just prior to your team commencing the Functional Test Phase. This training is centered on the use of the CayStone testing and incident management tool.

Operations	HARRIS Application Consultants	Once the CITY's team has completed Functional Testing, HARRIS will provide additive training to bring them to the next level of system sophistication where the CITY's team is capable of performing all the processes and functions required to run the application in production. Using System Training as a stepping-stone, Operations Training empowers the CITY's core team so they can perform Integrated Testing. In addition to covering the required processes and procedures, this training covers post-production configuration changes, job template submission and maintenance, and basic diagnostic skills.
System Administration	HARRIS Application Consultants	During the implementation, System Administrator training is conducted for key IT staff. This training focuses on the setup, security, and maintenance of the Cayenta Solution. It delves into the creation of User Groups, installation of the Solution, setup of the Cognos reports, and configuration of various elements of the Solution.
Self Service	HARRIS Application Consultants	HARRIS provides a review of the Self Service templates in order to provide the CITY's Web Developer a basic understanding.
Portal	HARRIS Report Analyst	HARRIS provides a review of the Portal capabilities and the tool provided in order to provide the CITY's Project Team a basic understanding of use.
Cognos Advanced Administration Training	HARRIS Report Analyst	HARRIS provides Cognos Advanced Administration training, geared to linking Cognos reports with the Cayenta Solution and its data tables.
Train the Trainer	HARRIS Application consultants	To prepare the CITY Trainers for End-user Training, HARRIS application Consultants will review the End-user Training courses.

The above training is basically for the core team and technical personnel. The attendees, timing and duration of these courses will be defined during preparation and kick-off phase of each project.

End-user Training

A fundamental factor in the success of this implementation is the CITY's ability to manage the organizational change process – transitioning from the legacy system to the HARRIS Solution. The primary mechanism in this transition is end-user training. The goal is to make the transition smooth with widespread adoption across all user levels.

The Training Plan provides a blueprint for the scope and timeline of the training, based on the CITY's assessment of the learning requirements of the user groups at the CITY. The CITY core team members will develop and conduct the end-user training with HARRIS assisting. The training plan will be oriented towards the logistics involved in training the end-users and will include elements such as: names of trainees, their roles and work groups, as well as the course offerings and training modules, a schedule of classes with trainers and trainees assigned to each course, and the training materials required. Additionally, facility requirements will be called out to ensure these needs are considered and reserved/procured to meet the training schedule. Finally, training metrics should be specified and the mechanisms that will be used to gauge knowledge transfer.

The benefits for the CITY having the training responsibility are:

- **Credibility** – the CITY team members will have greater credibility since their business process knowledge and experiences will be much greater.
- **On-going** – Training is an on-going need and responsibility, and therefore to have the CITY staff trained is both expedient and cost effective. As business changes and functionality is added, there will be a need to continually develop in-house training expertise.

A Train-the-Trainer approach to End-user Training has been agreed to as part of this SOW and in this context HARRIS will work with the CITY to deliver comprehensive End-user Training; with HARRIS Application Consultants providing the Solution expertise coupled with the CITY's business process experts. Experience has shown that training is most effective when delivered with relevant context and 'hands on'.

The End User Training courses outlined are instructor led on converted data so the trainees can interact with the Solution. Each course provides appropriate hands-on interaction, thereby providing the framework for both maximum knowledge acquisition and skills assessment.

Training materials will be developed by the CITY from HARRIS-supplied templates and with HARRIS assistance. The templates provided will be from recent implementations and will thus incorporate the latest functionality within the Solution; however they will need to be modified to match the CITY's specific configuration of the Solution as well as the unique modifications and interfaces built for the CITY. The other aspect to modifying the templates will be to build them in such a way as to incorporate the right functional elements of the Solution, as is necessary to match the Training Plan.

For each training session, the project will have a Primary Instructor and a Roving Instructor, made up of one the (or more) the CITY'S team members and one HARRIS team member. The assignment of the primary instructor and the roving instructor will be decided based on the expertise, experience, and availability of the team members.

A specific training schedule for all users will be developed. In general, occasional users of the Solution will receive at minimum 4 hours of training. Sophisticated users may receive up to 40 hours. The training plan will determine the formal curriculum and the required hours. HARRIS recommends a maximum of 8 people in each training class for optimal training.

Business process training may be incorporated into the end-user training or may be handled separately as the CITY determines best.

Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Functional Testing completed (to begin end-user training planning).
- Business Process changes identified and approved (to complete training material development).
- Custom development work FDDs/specs approved (to understand how the functionality will be delivered).
- End-user training not to begin more than 2 months prior to Go-live to prevent knowledge loss

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

- Solution and Technical training as described previously;
- Assistance with end-user training planning, including sample documents/templates;
- Template training materials (that can be modified by the CITY to meet their specific needs);
- Assistance in delivering the end-user training.

The CITY will deliver the following as part of this phase:

- Team member(s) to be trainers;
- Updated the CITY business process documentation;
- End-user Training Plan, jointly developed with HARRIS;
- Development of training materials and data with assistance from HARRIS;
- Delivery of end-user training, including any new/revised business process training.

Constraints and Assumptions

- The CITY has the facilities and equipment necessary to effectively deliver end-user training.
- The CITY trainer(s) will be included as members of the Core Team so that they can learn the Solution through Discovery, Custom Development and Testing to be well acquainted with the Solution prior to delivering the training to end users.
- The CITY is responsible for prerequisite education and training such as basic PC skills, MS Windows training, and/or fundamental business process knowledge of the business processes for trainees.
- The CITY has the facilities and will provide the necessary logistics support for all training sessions, including: class schedules, meeting rooms, training rooms, material reproduction, overhead projectors, training workstations, and any other necessary training supplies.
- The CITY will ensure end-user attendance at training.

4.11 Phase 6 – Deployment and Go-live

Purpose

The Deployment phase is the point at which the CITY and HARRIS decide whether all critical pieces are in place in order to turn the Solution over to production. This phase includes cut-over planning, a production readiness evaluation and the Go-live.

HARRIS and the CITY will jointly develop a Cut-over Plan prior to the proposed Go-live date. HARRIS and the CITY will stage all aspects of the Solution in preparation for production cutover, including any manual conversion or data entry activities that are required.

The Cut-over Plan defines the detail steps (automated and manual) to achieve Go-live to production: strategy, activities, timing, metrics, record balancing, financial balancing, the fall back plan, personnel, roles and responsibilities (both cut-over and post Go-live), customer communications approach, and an end-user support approach.

The Production Readiness phase focuses on four critical areas:

1. **System Readiness.** Is the Solution tested and ready for production?
2. **Data Readiness.** Is the data ready for production operations? Have all data issues been resolved or planned for during the cutover period?
3. **Process Readiness.** Have the business processes and their changes been trained on? Have all business process re-engineering tasks been completed and made ready for production operations?
4. **Resource Readiness.** Are all the end-users trained? Is the CITY's staff trained to deal with problem solving during the business cycle?

A checklist of issues relating to the cutover readiness will be developed by HARRIS and the CITY for each Project. This checklist is based on the experiences gathered from other HARRIS production cut-overs and specific issues that arose during the configuration and testing of the software for the CITY (captured in CayStone for reference). It will contain all activities, whether business or technical, which will be performed during the Mock and the final cut-over.

An assessment of this checklist and evaluation of the business model provides enough information to determine "production readiness". If so, a Go/No-go decision (based on criteria set forth at the beginning of the project) is made and the cut-over to production takes place on the mutually agreed date.

At a high level, the checklist will, at minimum, address the following:

- Project management readiness;
- Solution testing readiness;
- Business readiness;
- Training readiness;
- IT infrastructure readiness;
- Organization/people readiness;
- Fall back readiness (requirements and procedures for rolling back to the legacy production environment in the event the go-live is unsuccessful);
- Help Desk readiness (Procedures, tools, escalation process and post implementation support procedures);
- Cut-over staffing and areas of responsibilities
- Issue Management Process following Go-live;

A meeting will be held for cut-over and post Go-live support where the PMs will present the cut-over plan to prepare the project team and other support staff.

Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Functional and Integrated Testing complete, including resolution of all execution errors identified in the testing process except incidents that the CITY has agreed can be resolved post-production.
- Daily Operations (UAT) complete prior to the Go/No-go decision.
- End-user Training complete prior to the Go/No-go decision.
- Critical High and Medium priority incidents in CayStone resolved prior to the Readiness Checklist sign-off.
- Completion of Mock cut overs as specified above.

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

- Jointly developed Cut-over Plan and Readiness Checklist;
- Cut-over meeting to present the plan, done jointly with the CITY;
- Setup of the new production instance;
- Participation in the Go-live readiness review and decision to proceed;
- Completion of HARRIS cut-over tasks as established in the Cut-over Plan;
- On-site support over the Go-live weekend;
- Close-out plan that defines the criteria for closing the project.

The CITY will deliver the following as part of this phase:

- Jointly developed Cut-over Plan and Readiness Checklist;
- Cut-over meeting to present the plan, done jointly with HARRIS;
- Notify customers (internal and external) of cut-over to new system and any operational interruptions;
- Lead the Go-live readiness review and decision to proceed;
- Completion of the CITY cut-over tasks as established in the Cut-over Plan;
- Technical IT staff available for Go-live weekend;
- Core Team and end users, for Go-live weekend, to carry out testing on the newly established production Solution as a confirmation of production readiness;
- Core Team and end-users over the Go-live weekend to catch up on work that was stopped or manually processed when the legacy system was taken out of production.
- Approval of the Close-out Plan.

Constraints and Assumptions

- Go-live will occur over a weekend and typically requires 72 hours to be determined by the CITY to complete, thus the CITY may need to stop operational activities related to customers for a business day, or at least not perform any activities in the legacy system once the data conversion process begins.
- Before the new system, including converted data, base software, and customizations can move to the production environment and be implemented in day-to-day production processing the following criteria must be met:
 - Successful completion of all functional tests, all integrated tests, and sign-off on all user acceptance tests.
 - Successful mock go-live completed.
 - All end users have been trained and assessed to be ready.

- The data conversion has been balanced / adequately explained to the CITY's satisfaction.
- No open Critical, High or Medium priority defects unless otherwise agreed by the parties
- Post-implementation support plan in place with a staffing plan.

4.12 Phase 7 – Transition (Post Implementation Support)

Purpose

The final phase is designed to provide a smooth transition into production and then to HARRIS Support. Once the Solution is in production, a HARRIS application consultant stays engaged to assist the CITY production staff to verify the Solution is functioning properly and to assist the CITY in the identification and resolution of all functional and technical issues, concerns and errors (jointly referred to as issues or defects) related to the operation of the HARRIS Solution. The application consultant will have been part of the implementation team and will be on-site 50%. HARRIS will provide remote support for the days when the consultant is not on-site or traveling. HARRIS will provide extended hours of support during the Transition period as may be required to address problems. A team of Vancouver-based personnel (developers, analysts, report writers, and technical specialists) will provide remote support to the application consultant as required including on-call availability during the CITY business hours (Pacific Time) for Critical Issue escalation and assistance.

The Transition phase for the Project will encompass 4 months. The purpose of the Transition Phase is to ensure complete and successful transfer to the HARRIS Solution as described in this SOW and to provide the CITY with direct access to an application consultant before transitioning to standard remote Support as per the Support and Maintenance Agreement.

The CITY will establish and staff a help desk for support during the Transition Phase to take calls and log issues reported by end-users, using CayStone. The CITY will provide the first line of support to end-users and attempt to resolve issues using the training materials, Solution documentation, and the design documents. Unresolved issues related to the Solution will be escalated to HARRIS with CayStone.

The ongoing operation for the Solution will be the responsibility of the CITY following the 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 CITY during the Transition period. The CITY is responsible for defects associated with configuration, modifications, interfaces, and reporting that have been changed by the CITY or other Consultants (not contracted by HARRIS) without HARRIS written approval.

Prior to the start of this phase, HARRIS and the CITY will develop and agree to a Close-out Plan. The purpose of this plan is to define the criteria necessary to close the implementation efforts and officially transfer the Solution to the HARRIS Support organization.

At the end of this phase, the HARRIS Project Manager (or designated consultant) will prepare an Operations Audit and a 'hand-off' to HARRIS Support. The audit report outlines all outstanding issues, operational risks, and relevant action items to ensure the stability of the CITY operations. HARRIS and the CITY will review and sign-off on the audit report before it is submitted.

HARRIS PM will also work with the CITY PM to close out the project in an orderly fashion, as per the Close-out Plan, including a review of this SOW and change orders to ensure all deliverables have been met. Lessons learned will be jointly developed and shared, and final approval and invoicing will occur at the end of this phase.



Entry Criteria:

Both/either party must meet the following criteria before this phase begins:

- Go-live.

Exit Criteria:

Both/either party must meet the following criteria before this phase is complete:

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

- Four months of time from one Application Consultant to assist with functionality issues that may arise during this period;
 - Month 1: First two weeks on-site support, second two weeks remote
 - Month 2: Two weeks on-site, two weeks half time remote
 - Month 3: 1 week on-site, three weeks half time remote
 - Month 4: 1 week on-site, three weeks quarter time remote
- Two bi-monthly billing cycles will be supported over four month period;
- Assist in resolving user created errors and the resolution of any latent configuration issues or coordinating resolution of latent defects;
- Support month-end activities;
- Achievement of the Close-out Plan;
- Structured hand-off to the standard Harris Support;
- Operations Audit Report;
- Lessons learned (jointly developed and agreed to).

The CITY will deliver the following as part of this phase:

- Provide a Support Team made up of Core Team members and IT staff to respond to user issues and log incidents in CayStone as required for resolution;
- Provide re-training (formal or ad hoc) to users when required;
- Data corrections necessitated from user error or missed data conversion items;
- Participate in Support hand-off meeting;
- Final deliverables sign-off;
- Approval for project close.

Constraints and Assumptions

- Deferred features and functionality that may have been agreed during the implementation to be delivered during the transition period have been provided, tested, implemented and accepted by the CITY.
- HARRIS will provide a combination of on-site and remote support to the CITY during the first two



complete month-end cycles.

- HARRIS will assist the CITY to transition from implementation (consultant) support to standard remote Support as agreed to in the Support and Maintenance Agreement, during the Transition period.
- A CITY support group will be assembled prior to cut-over to stabilize the implementation and provide production support services, including refresher training, coaching and user authorizations and security support for the duration of the post go-live transition period.
- The CITY will switch to HARRIS Support after completion of the Transition period as outlined in the Support and Maintenance Agreement.
- The completion of Transition constitutes the completion of Implementation 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.

5 Project Management Methodology

HARRIS uses a structured and layered project management methodology that relies on detailed and complete project plans to determine who is working on what tasks and when throughout the life of the project. Central to HARRIS's philosophy is maintaining strong communication throughout the teams, setting expectations early, facilitating and coaching as required and monitoring progress. We view the relationship with the CITY as a partnership in this endeavor.

HARRIS's methodology is the foundation of the implementation; however it is understood that 'one size does not fit all'. HARRIS takes a consultative and pragmatic approach to ensure that the methodology fits the CITY's organization. Utilizing the fundamentals, techniques and industry experience, HARRIS will work closely with the CITY in refining the methodology to best suit the goals of the Project.

HARRIS will provide a single, dedicated Project Manager throughout the life of the project who will work directly with the CITY's Project Manager and the joint team to ensure that all project responsibilities are met and milestones achieved. The HARRIS Project Manager will not conduct business meetings with the CITY's management without the prior knowledge of the CITY Project Manager.

HARRIS will provide project management services through all phases of this project. HARRIS will administer and maintain the MS Project Schedule. HARRIS does not assume the CITY's responsibility for management of its resources, or the management of other vendors and suppliers retained by the CITY. Harris is responsible for the entry into the project schedule and management of all tasks, resource assignments, allocations, resource leveling, actual work entry and all other MS Project Schedule maintenance for HARRIS and the CITY. Key milestones for other subcontractors working as part of this project for HARRIS or the CITY may also be tracked in the MS Project schedule by mutual agreement of the project managers.

5.1 Project Governance

Team Meetings

Weekly, the PMs will conduct group and/or individual meetings with team members weekly to review their assigned project tasks. The purpose of these meetings is to gather information regarding the overall project status, to identify obstacles to successful completion of tasks, and to provide needed assistance and coaching. Assignments will be distributed to ensure the team members are using the same task list as the project management team. Assigned tasks, risks, issues and any other project issues will be reviewed during these meetings.

Project Manager Meetings

The project management team, along with other lead project team members, if needed, will meet weekly. The purpose of these meetings will be to discuss the project work items and the current status, using the Project Schedule data as a driving tool of the meeting. Examples of topics to be covered in this meeting are listed below, but not limited to:

- Provide status of major project activities;
- Review prior week's accomplishments and update the project schedule;
- Analyze project metrics (deliverable status, percent complete, etc.);
- Review of open project Issues;
- Review and advance change requests;
- Update the risk register;
- Review the project calendar for scheduling purposes (resource availability, on-site weeks, etc.);
- Discuss project concerns;
- Action items from this meeting.

The PMs may define other meeting needs beyond this weekly meeting, however meetings must be well facilitated with agendas, time keeping and action items so that they are efficient and effective. Failure to do so will be a direct reflection on the ability of the PMs to manage the entire project and the likelihood of achieving an on-time and in-scope project.

Executive Steering Committee Meetings

On a monthly basis the Executive Steering Committee (ESC) will hold a status review meeting. The PMs will develop a presentation that communicates the current project status and a forecast. This presentation will communicate the project metrics and a brief status of each major phase and component of the project as appropriate. The PMs will have responsibility to develop the presentation for the meeting with each taking responsibility for different portions and then reviewing together to finalize the message.

The PMs will distribute the presentation and any supporting detailed reports 24 hours in advance of the meeting to permit the ESC members an opportunity to review the materials and come prepared to the meeting with a level of understanding and questions.

5.2 Conflict Resolution

With a project of this size and complexity, conflict will arise. It is expected that most conflicts will be addressed at the Project Manager level or below. If the individual team members are unable to resolve the conflict the team members will elevate the issue to their respective Project Manager. The PM will then work to resolve the issue with their counterpart.

In addressing conflict, it should be remembered that the goal is a partnership between the organizations that is collaborative and positive. The relationship between HARRIS and the CITY will extend long after the project is finished and the Solution is in production, a relationship that will last for decades.

Resolution Escalation Process

HARRIS recommends three levels for conflict escalation:

- Project Managers (names) to;
- Sponsors/Director (names) to;
- Executive (VP, EVP, GM) (names).

One representative from HARRIS and representatives from the CITY are designated at each level. All issues must be in written form – providing details, impacts and alternative resolutions. Decisions are based on project documents, such as the contract, and SOW including appendices.

Basic points:

- Issues must be raised by project members through the respective Project Managers;
- An issue must be entered into CayStone; it is not considered 'logged' unless this is done.

The Conflict Resolution Escalation Process shall consist of a three-step approach to resolve disputes related to this agreement. Once a dispute has been formally escalated from the Project Managers the formal process begins, starting with Step 1 below:

Step 1 – The initiating party's assigned Project Manager will inform the other party's Project Manager that a dispute exists that cannot be settled by project team members. The two Project Managers will work together to resolve the issue. If after five (5) business days, or a mutually agreeable timeframe, the matter has not been resolved, the issue will be escalated to the Step 2 process.

Step 2 – The Project Managers will inform their respective Project Sponsor/Director that a dispute exists. The party that initiated the dispute will clearly document their concern in writing to the other party and outline what

their desired outcomes are related to the outstanding issue. The parties will work to resolve the problem within five (5) business days, or other mutually agreeable timeframe. If the matter has not been resolved after this phase, the issue will be escalated to Step 3.

Step 3 – During this step, the information documented from Step 2 and any other clarifications from Step 2 will be provided in writing to the Executive/General Managers of both parties by the PM of the party that initiated the dispute. The party that has initiated the Dispute Resolution Process will allow the other party five (5) business days, or mutually agreeable timeframe, to resolve the matter. If at the end of this phase the matter is not resolved this issue will be considered a legal matter.

5.3 Project Schedule

The project schedule will cover the whole project with HARRIS (as defined in this SOW) always maintaining a 'planning horizon' of 12 weeks with greater granularity. This allows everyone to have greater clarity of the project tasks and events in the near-term. Should a milestone or deliverable 'slip', there must be a mitigation strategy performed that will bring the plan back on schedule. Different ways of bringing the plan back on schedule are to look for ways to move or shorten future tasks, add resources, utilize slack or, if necessary, extend the project schedule, which would require a change control.

HARRIS and the CITY will monitor the adjustments in order to determine when we are actually back on schedule. The level of action is dependent on the event and the impact on other activities. The underlying approach is proactive planning, coupled with rigorous monitoring and timely corrective actions.

HARRIS strongly stresses that all planning must be jointly performed and communicated by the project managers of both teams.

In summary, the Project Management function is critical in ensuring the project is completed on time. There are a number of policies listed below that HARRIS enforces to ensure this is achieved:

- Project Schedule must include clear objective milestones consistent with identified deliverables and payment schedule, to determine that project progress accurate. These milestones are identified and agreed upon between the CITY and HARRIS. The milestones represent the project points that must be reached for the overall project objectives to be achieved.
- Project Schedules must have baselines approved and new baselines set when there is an approved Change Control. This ensures all changes to the baseline are tracked and justified.
- Project progress/changes must be approved and reflected in the project schedule weekly. The schedule must always reflect the latest and most accurate projection of completion time and remaining effort.
- Project Schedules must contain: resource staffing for both the CITY and HARRIS including estimated effort and percent complete, so it is clear if project tasks are going beyond plan. HARRIS uses MS Project to manage the Project Schedule. The actual work will be applied as part of the schedule update process to ensure the schedule can be used to predict the remaining work, therefore the estimated completion date.
- Project Status Reports must accurately reflect the achievement of the project with respect to the project schedule. Project slippage is identified early when there are still opportunities to make adjustments.
- During the initial schedule development in the first month HARRIS will develop the schedule, conduct a detailed review, and update the schedule with the CITY project management team. Once the CITY approves the initial schedule, it will be saved as a baseline schedule.
- All Project work and assignments will be reflected in the schedule. There will not be a separate document listing additional work not reflected in the project schedule, unless the parties agree to track those specific items in a separate tool, such as defects, for example.

- The schedule will have tasks defined in enough detail so that an individual user can clearly understand his or her assignments by week. The task names will be written out in enough detail so the team member can understand what to do. In general, a task should reflect what one person could do in a week. The tasks in the schedule will accurately reflect the work that will actually be completed. Task dependencies will be based on the logical order of work – not resource dependencies.
- Task durations will reflect the best estimates available for the time required to complete the task. Each task will be estimated independently. That is, task durations will not be determined by calculating the duration of the project and dividing by the number of tasks, or any similar calculation.
- The project schedule will contain a master resource list of all team members that are contributing significant work to the Project. The resource list will be recorded with last names and then first names to facilitate easier searches. The “Group” column will designate the HARRIS staff members and the CITY staff members for reporting purposes.
- Generic resources will not be used except in those portions of the schedule yet to be elaborated. All parties recognize that the specific resources that may perform a work activity may change later in the Project as required as details are developed.
- Resource calendars will accurately reflect resource availability.
- Parties will meet during the planning phase and agree to assignment and resource leveling techniques to be used by HARRIS in the MS Project Schedule.

The schedule will be updated by HARRIS weekly during the weekly Project Managers' meeting. The weekly team meetings and work assignments review will be a major input to the updates required for the project schedule.

5.4 Project Scope

Successful implementation of the software requires a coordinated and collaborative effort by HARRIS and the CITY. Each party contributes an essential piece of the project: HARRIS will provide the product knowledge, the methodology, knowledgeable and experienced resources and the implementation expertise; the CITY will provide the business knowledge/requirements, Core Team members, IT support and timely business decisions.

By carefully managing all aspects of this project, HARRIS, with the support of the CITY will be able to implement the Solution on time, within scope and on budget. To achieve this, the CITY will provide a Project Manager responsible for the direction of the CITY team members assigned to this project as well as all administrative matters associated with managing the project. HARRIS will provide a Project Manager responsible for planning and coordinating delivery of all HARRIS deliverables and associated the CITY tasks described within this SOW.

A key to the success of this implementation approach is executive and management commitment on the part of the CITY and HARRIS. All management teams must work together to manage the scope of the project and to quickly address project risks and resolve issues brought to them by the CITY and HARRIS Project Managers.

The CITY Project Manager will coordinate all scope changes and present scope changes to management for approval as deemed necessary by the CITY management. The CITY Project Sponsor will approve scope Changes or Change Orders.

5.5 Change Control

The SOW, Project Schedule and Contract define the responsibilities and deliverables of HARRIS and the CITY throughout the Project. Communication and trust is critical between the project managers and project teams in balancing between limiting scope for the success of the project without sacrificing quality. The management of scope is most effective when there is active executive management involvement.



HARRIS requires that throughout the project a standard Change Control approach be utilized to document changes to the project. Change Orders may be monetary in nature – either positive or negative, essentially establishing trade-offs. In addition, Change Orders may be non-monetary to document a change or clarification in scope or schedule that does not affect cost.

HARRIS acknowledges that throughout the project some modifications or custom interfaces may not be required and thus the hours that were allocated to that deliverable will be held in reserve to be used at a later date for new requirements or services needed to complete the project. The Change Control process will be employed to document the hours to be banked, using a non-monetary Change Order. A second Change Order will be processed at the time a new requirement is agreed to, to deduct hours from the banked pool. Change Orders for new requirements (e.g., reports, modifications, products, additional services) will be monetary in nature once the pool of banked hours is exhausted. Banked hours will expire eight months after the Transition and are not refundable.

HARRIS always recommends more rigorous scope control early in the project as team members become familiar with the product and processes. HARRIS's experience is that there is an early influx of scope changes – which gradually change as team members better understand the product and inherent processes. HARRIS's base philosophy is to maintain simplicity as much as possible as the team learns and grows, with the allowance of adding complexity later once the Solution is understood and it is still deemed necessary.

HARRIS and the CITY agree to work collaboratively and constructively towards completing this project on time, however, throughout the duration of the project many situations will arise to challenge this commitment. The best approach to addressing these challenges is thorough documentation of the many small issues that can lead to missed deadlines. The HARRIS and the CITY PMs must be diligent in this documentation and be frank with one another in accepting the ownership for any delays. Working from this position is always easier in the long run and serves to remove the ambiguity and finger pointing, allowing both parties to move forward in unity. Events beyond either party's control, such as natural disasters, will be recognized as such and the responsibility for getting back on track will be shared equally. Notwithstanding the general principals stated in this paragraph, each party will remain responsible for completing its obligations and deliverables during each stage of the Project whether or not the other party has documented a potential delay by the other party.

No change in scope or additional fee for any work by HARRIS shall be permitted unless such change is evidenced by a Change Order. Notwithstanding the foregoing, in the event that the CITY requests a change in scope in writing or fails to fulfill its obligations in a timely manner resulting in a necessary change in the Project Schedule, then Harris will be entitled to request a Change Order reflecting appropriate changes in scope, price and schedule.

At the start of the Project Planning and Management phase, the HARRIS and the CITY Project Managers will agree on the Change Control template forms.

Changes to the Statement of Work will be addressed as formal Change Order requests in writing. Either the CITY or HARRIS can make a Change Control request; however, all Change Control requests shall be subject to the CITY's written approval. At a minimum, a Change Control request will identify the business reasons for the change and define the impacts if the change is or is not made.

Change Control requests that affect the terms of this Statement of Work must be approved in writing and amend the agreements.

If a Change Control request has been determined to be necessary, then the HARRIS Project Manager will prepare a Change Order to be signed by authorized representatives from both companies that will become an addendum to this SOW. Approval of a Change Order must be made prior to commencement of the work being requested.

5.6 Risk Management

Key to the successful management of the implementation is a clear and well-understood risk management strategy. Risk is inherent in any implementation effort and represents the 'unknowns' of the project that have not already been accounted for and addressed in the planning of the project. Risk cannot always be eliminated, so it must be identified, described, categorized, prioritized, prepared for and monitored. Only by undergoing these steps can we develop and assign a risk mitigation strategy for each issue.

A risk management register is established early – incorporating protocols and escalation processes. HARRIS believes this register must be jointly developed and managed by the PMs.

The most challenging part of a project is determining the priority or importance of a project risk and determining appropriate actions. A risk response strategy can include a number of actions, including preventive action, corrective action, mitigation action or no action at all – with risks that should be acknowledged but cannot be affected.

Risks are regularly reviewed and tracked by the respective Project Managers. While the Project Managers are responsible for managing the risks, the entire team is responsible for identifying them and participating in risk mitigation. There are several techniques that are used to determine project risks – brainstorming, Delphi technique, team member interviews, and SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis. Any or all of these can be applied to develop the initial risk register at the start of the project, which will then be updated with changes, additions and closures throughout the project. Once the risks have been identified, the risk strategy is prepared and the triggers that will initiate the risk strategy are agreed upon by the PMs.

A Risk Management Process will be agreed to during the Project Preparation Phase by the PMs. HARRIS will lead the Risk Management Process to identify, manage and reduce project risk.

The failure of the Project Managers to identify or avoid a risk shall not alter the obligations of the parties under this SOW.

5.7 Incident Management

Central to managing the project towards a successful conclusion is the management of all project issues. HARRIS provides the CITY with CayStone, a web-based incident management tool. The CITY team members will have access to CayStone, to be used as part of the implementation process and it will remain available to the CITY following the project. There are a number of existing reports available in CayStone and through SQL Server Reporting Services via a link in CayStone that the PMs will use to monitor progress with incident resolution.

The CITY team members will utilize CayStone to record every issue they encounter while testing. The team member will enter a description of the problem and provide an initial priority to characterize the importance of resolving the issue. An Application Consultant will be regularly monitoring CayStone and when an 'Open' incident is encountered the issue is triaged; the source of the problem must be determined – whether it is configuration, software, procedural or data related. The consultant will validate the problem with the team member and verify the priority of the issue. The consultant may change the priority based on their understanding of the problem and knowledge of the criticality of the functionality affected, within the context of the entire Solution. A change in priority will be communicated back to the team member.

The incident may have resulted from an incorrect configuration setting, a misunderstanding of the CITY's business process, a problem with the test scenario or a possible Solution defect. If the consultant can resolve the issue, the necessary configuration changes are made or an explanation is provided, and the incident is changed to 'Validate' in CayStone. All configuration changes and explanations are entered into CayStone. The CITY team member it is assigned to will then review the incident and if satisfied, will change the incident status to 'Closed'.

If the incident cannot be resolved by the consultant due to a software defect, a Jira (development issue) is raised to the HARRIS Development Team. Jira is our internal development issue tracking system. The Jira will be

prioritized on a severity scale of Critical, High, Medium and Low (which correspond to the numbering system used in CayStone). The Jira number is entered into CayStone, and the incident status is changed to 'Jira'. HARRIS's Development Team will work the issues based on priority and the manner they are scheduled each month.

HARRIS's Development team schedules Jiras based on the severity utilizing a 'Development Contract' Methodology. The defect Jira is scheduled, assigned to a Developer, corrected and released. The severity, priority, project phase and interaction with other trackers, will dictate the release method for the fix (patch or next release).

Once the Jira fix is available, the consulting team is notified. Application Consultants will coordinate with THE CITY to apply the patch or release. Following quality assurance (QA) testing by the consultant, the incident will be updated in to change the status from a status of 'Jira' to 'Validate' in CayStone and assigned back to a the CITY team member. The CITY team member will test the incident, and if successful, will change the incident status to 'Closed'.

How to use CayStone will be reviewed with the core project team at the start of the Testing phase.

5.8 Communications

HARRIS will work with the CITY in developing a Communication Plan. HARRIS is not a specialist in this area however HARRIS has worked with the CITY's on effective communication plans to stakeholders. The CITY personnel, using existing communication structures, will execute the plan. HARRIS finds this approach to be the most effective and a key element of organizational change management – preparing the organization for the Solution and possible revised business processes.

Within the project, HARRIS and the CITY will share responsibility for communications to team members and the ESC. Much of the project communication is informal, between team members as required, however there are formal communication mechanisms that HARRIS will employ:

- Weekly Status Reports;
- Monthly Project Status Report and ESC presentation;
- CayStone reports;
- Project SharePoint site;
- Project Schedule and related reporting;
- Weekly PM Meeting;
- Weekly Team Meeting;
- Weekly Data Conversion Meeting;
- Weekly Testing Progress and Incident Review.

5.9 Organizational Change Management

HARRIS will support the CITY with an Organizational Change Management program through the following activities:

- Communications (as described in 5.8)
- Training (as described in 4.11)

In addition, HARRIS will participate in staff meetings and/or roadshows as requested by the CITY to demonstrate the Solution.

6 Project Teams

6.1 Project Managers (PM)

The HARRIS project manager will be responsible for the overall management of the delivery of the services contained within this SOW. the project manager works with the HARRIS project team and the CITY PM in the development of a single detailed project schedule that contains tasks for both the HARRIS team and THE CITY team. Once the parties have created the project schedule, the HARRIS and the CITY project managers will review the schedule with the project team and make adjustments as necessary. The progress of each task will be monitored, assessed, and reported upon at weekly intervals throughout the project.

The HARRIS project manager will have responsibility and authority to act on behalf of HARRIS for all matters pertaining to the management of the HARRIS effort required for support of the project. The HARRIS PM will work jointly with the CITY Project Manager throughout the project implementation.

The HARRIS Project Manager shall attend and contribute to monthly project review meetings on-site and will conduct weekly project status meetings on-site or by telephone conference call if off-site, and provide a weekly written status report.

The following table identifies the PM roles and responsibilities.

Person	Role & Responsibilities
HARRIS PM	To function as the project lead for the vendor in the delivery of the services contained within this SOW and the point of contact for the CITY. This person's responsibilities include: • Manage the delivery of services described in this SOW to keep the project on time and within budget; • Jointly monitor progress, resource utilization and milestones; • Maintain the MS Project Schedule as described in this SOW with timely weekly input from the CITY PM and Project team; • Jointly identify and manage project risk; • Ensure appropriate HARRIS staffing for the project and manage same; • Timely coordination of HARRIS personnel and HARRIS sub-contractors performance and accomplishments, ensure they are functioning within the CITY's business policies and procedures while on-site; • Lead the project manager meetings; • Initiate change orders as required and agreed to; • Facilitate transition to production and coordinate the resolution of any issues; • Participate as part of the project team to share information and be involved in project decision making; • Provide weekly status information and monthly reports to the CITY; • Assist with the development and delivery of the Monthly Executive Steering Committee Presentations; • Manage and ensure that vendor invoicing is accurate and timely; • Provide ad hoc project status updates to project sponsor and senior management;

Person	Role & Responsibilities
CITY PM	To function as the project lead for the CITY and the point of contact and accountability for the CITY activities (this role to be split between the CITY Project Manager as determined by the CITY). The responsibilities of the CITY Project Manager include: • Provide day-to-day project leadership for the CITY team/resources • Communicate the CITY resource assignments to assist in the maintenance of the project schedule; • Coordinate project changes; • Timely coordination of the CITY and sub-contractor resources needed by the project; • Coordinate procurement of hardware and other resources that are not the responsibility of HARRIS; • Ensure that HARRIS is informed of the CITY's policies and procedures and verify they are working within them; • Facilitate the project steering committee meetings; • Prepare and participate in the project manager meetings; • Facilitate and participate in a timely decision-making process; • Oversee the communication plan for the project to ensure project information is flowing to the right people at the right time; • Oversee the CITY organizational change management process to ensure that the CITY's workforce is engaged with the project, that ownership is developing with the appropriate personnel so that the new business processes will be accepted; • Oversee the CITY requirements throughout the life of the project, updating the list by removing requirements that are no longer needed, and adding new ones as agreed to with HARRIS, initiating Change Orders as necessary to document the agreement; • Act as a conduit for all project information to the CITY project team, steering/governance committee and stakeholders; • Monitor project status and apply corrective actions with HARRIS; • Provide ad hoc project status updates to project sponsor and senior management; • Provide timely coordination of deliverable acceptance process as outlined in this SOW; • Process invoices for approval and payment as deliverables are accepted; • Coordinate the activities of all the CITY's support personnel (internal and external).

6.2 The CITY's Project Team

HARRIS requires that the CITY provide qualified resources that shall be jointly responsible with HARRIS for meeting the mutually agreed upon project schedule and milestones for implementation of the Solution.

Project Sponsor	The CITY Project Sponsor will have primary ownership of the project and will provide guidance to the CITY PM. The Project Sponsor will interact with the HARRIS Project Director on a regular basis to ensure a strong relationship exists at that level. Additionally, the Project Sponsor will be the liaison to the CITY executive team, ensuring that information is disseminated at that level. The Project Sponsor will chair the Executive Steering Committee (ESC) and will be the primary approver for change control actions.
Project Manager	See description in 6.1.
Core Team	Core team members are the CITY employees with experience and authority to fully participate in the design of business rules and the configuration of the Solution. Core team members are chosen from each of the business areas covered by the new system. One or more will also become key to providing end-user training. This team should be comprised of subject matter experts in the areas covered by the Solution. They should be fully conversant in their subject areas, empowered to make business process decisions. These core team members will participate in Discovery, as well as being involved in all the testing phases and preparation of processes, controls and reports for the production operations.
Subject Matter Experts (As Required)	Subject Matter Experts are the CITY employees with experience and authority to fully participate in the design of business rules and the configuration of the Solution. They are chosen from each of the business areas covered by the new system. Ideally, these individuals would be team members, but other operational obligations prevent full-time participation in the project. SMEs will be involved heavily at the beginning of the project as the Discovery process occurs to configure the Solution to match the CITY's future business processes.
Report Developer / Report Analyst	With support from the HARRIS Report Analyst, a CITY Report Writer/Analyst is responsible for working with the core team to develop report specifications and write additional custom reports (as per the reporting plan). The resources identified in the plan may not be representative of the level of resourcing required, as this is dependent on the quantity and type of reports required by the CITY. The level of resourcing required is identified through the analysis of the Report Plan, with some reports being developed by HARRIS, while others the CITY takes on. Historically, we have seen a variation of between 1 to 3 Report Writers/Analysts assigned to the report writing project task on a full-time basis for the duration of the project. Alternately, if report writing is not a core competency of the CITY, then the development of additional reports can be passed to HARRIS through the change control process.
IT Staff	The CITY should provide IT support for different aspects of the project. Depending on the skill sets available, this support may be provided by one or several people. This person(s) will be key in regards to providing the following assistance to the project team: • Environmental setup support (e.g. network, workstations, servers). • Hardware issue resolution (printer problems). • Instance management of HARRIS's applications. • System administration. • Database management. • System security.

Data Conversion Analyst / Developer	The Conversion resource should be very familiar with the CITY's legacy systems and the business processes supported by the systems. This person should be available as needed for the relevant project phases. • Expected to be 100% during the development and testing of the extract programs • Will assist in analyzing all conversion related technical issues and strategies with relation to the legacy system. • Will be in constant contact with HARRIS's Conversion Resource in order to resolve technical issues and revise strategies as they impact the conversion tasks. • Will perform monthly (approx.) data conversions during the Integrated Testing phase of the project. The effort will last for about a week each time.
Interface Analyst / Developer	The Interface developer should be very familiar with the CITY's existing interfaces to the legacy systems in order to facilitate HARRIS's integration. This person should be available as needed for the relevant project phase with the following responsibilities: • For HARRIS's outbound interface, will assist in coordinating and testing the development delivered by the HARRIS developer. • For HARRIS's inbound interface (IVR for example), the CITY interface developer will design and build the modifications to the interface in accordance with technical specifications defined jointly by HARRIS and the CITY;

6.3

6.4 HARRIS Project Team

HARRIS is required to provide qualified resources that shall meet the project schedule and milestones for implementation of Cayenta Utilities. Refer to the Staffing Matrix and Project Schedule for the number of FTEs required by product implementation.

Project Director	The HARRIS Project Director is engaged with the project on a weekly basis to provide guidance to the HARRIS Project Manager and maintains regular contact with the CITY Project Sponsor to ensure that a business relationship exists at the executive level to facilitate communication and resolve issues.
Project Manager	See description in 6.1.
Application Consultant	The Application Consultant (AppCon) is the on-site application specialist who supports the configuration workshops, configures the Solution, provides acceptance testing, training and go-live support, and supports post-live transition.
BI Application Consultant	The Business Intelligence (BI) Application Consultant is a member of the HARRIS BI team that will be on-site for workshops to facilitate the gathering of requirements for the various reporting needs (bill, S/O, reports, portals, letters). This individual will also be responsible for delivering the planning documents that will be followed for each of these deliverables.
BI Report Developer	The BI Report Developer works remotely to develop the reports, portals and letters as agreed in the planning documents.

BI Bill Developer	The Bill Developer will deliver the bill documents as per the plan.
BI Service/Work Order Developer	The Service/Work Order Developer is responsible for the S/O and WO in all its variations as agreed to in the plan.
BI Conversion Analyst	The Data Conversion Analyst is responsible for running the data conversion workshop and preparing and executing the data conversion plan. • Does the analysis, design, development, unit testing and integrated testing of all Target conversion applications and modules; • Will perform audits on converted data and communicate results; • Will support the CITY conversion analyst who performs the data extract from the legacy system; • Perform conversions (at a frequency and quantity as defined and agreed upon in the project schedule) throughout testing to refine the conversion process and hone results. • Leads the development of the conversion metrics to satisfy the CITY auditors.
BI Integration Consultant	The Integration Consultant is responsible for the design and development of custom interfaces utilizing the Cayenta Connect portal technology.
Technical Consultant (As Required)	The Technical Consultant will perform the initial software installation and provide on-going review and quality assurance of the Solution instances, through the life of the project. • This individual will also provide training to the CITY technical staff on creating additional instances (application and RDBMS) and managing the environments. • During the project the Technical Consultant will perform upgrades and apply software patches as required. The CITY IT staff will be trained on these procedures as well.
Software Developers (As Required)	As specific system modifications are required, Software Developers supporting different modules and products will be used to design and code the modifications. These individuals work remotely from Vancouver.
Self Service Analyst/Developers (As Required)	The xSS Analyst/Developer is responsible for: • Custom functionality beyond what is delivered as Core.

6.5 Staffing Replacements

- Any HARRIS resource replacements must be approved by the CITY.
- If HARRIS resources are removed from the project, there will be a two-week overlap with the replacement resource for a transition period to facilitate knowledge transfer to the new HARRIS consultant unless the parties mutually agree that an overlap period would not be beneficial to the project. There will be no additional cost to The City for this transition period, other than travel expenses for both resources.
- It is understood that if a HARRIS employee leaves employment with HARRIS or is otherwise incapacitated; such change will be outside the control of HARRIS. In such case, HARRIS will within ten (10) business days, replace the key resource. If the permanent suitable candidate cannot be immediately assigned, HARRIS may assign a temporary replacement, but will commit to have the permanent replacement approved by the CITY and in place within a mutually agreed upon timeframe.
- Either party has the right to request replacement of a resources if in such party's reasonable opinion the resource is (i) engaging in behavior that is detrimental to the success of the project, (ii) consistently does not complete tasks or undertake responsibilities in a timely manner; or (iii) the resource engages in behavior or activities which are in violation of federal, state or local laws, including harassment, or (iv) which would constitute misconduct under normal employment standards. The party requesting removal must document in writing the specific reasons why it believes the resource should be replaced. The party who provides the resource must respond to the request, indicating whether the replacement will be made, a supplemental resource will be added or no action will be taken. Neither party will unreasonably withhold the request to replace resources and recognizes that ineffective team members may result in schedule delays.

HARRIS and the CITY recognize that the changing of resources can place a strain on the project and neither party will make such requests without careful considerations.

6.6 Business Hours and Time Away from The Project

The CITY's regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. HARRIS consultants will deliver a minimum of 28 hours per week on-site, with the remaining time utilized for travel. While they are on-site they will make themselves accessible to the CITY's project team during the regular business hours so that their availability will not be the cause of project delays. Typically, HARRIS's personnel will be on site Tuesday morning thru Friday morning with Monday and Friday afternoon being allotted to travel.

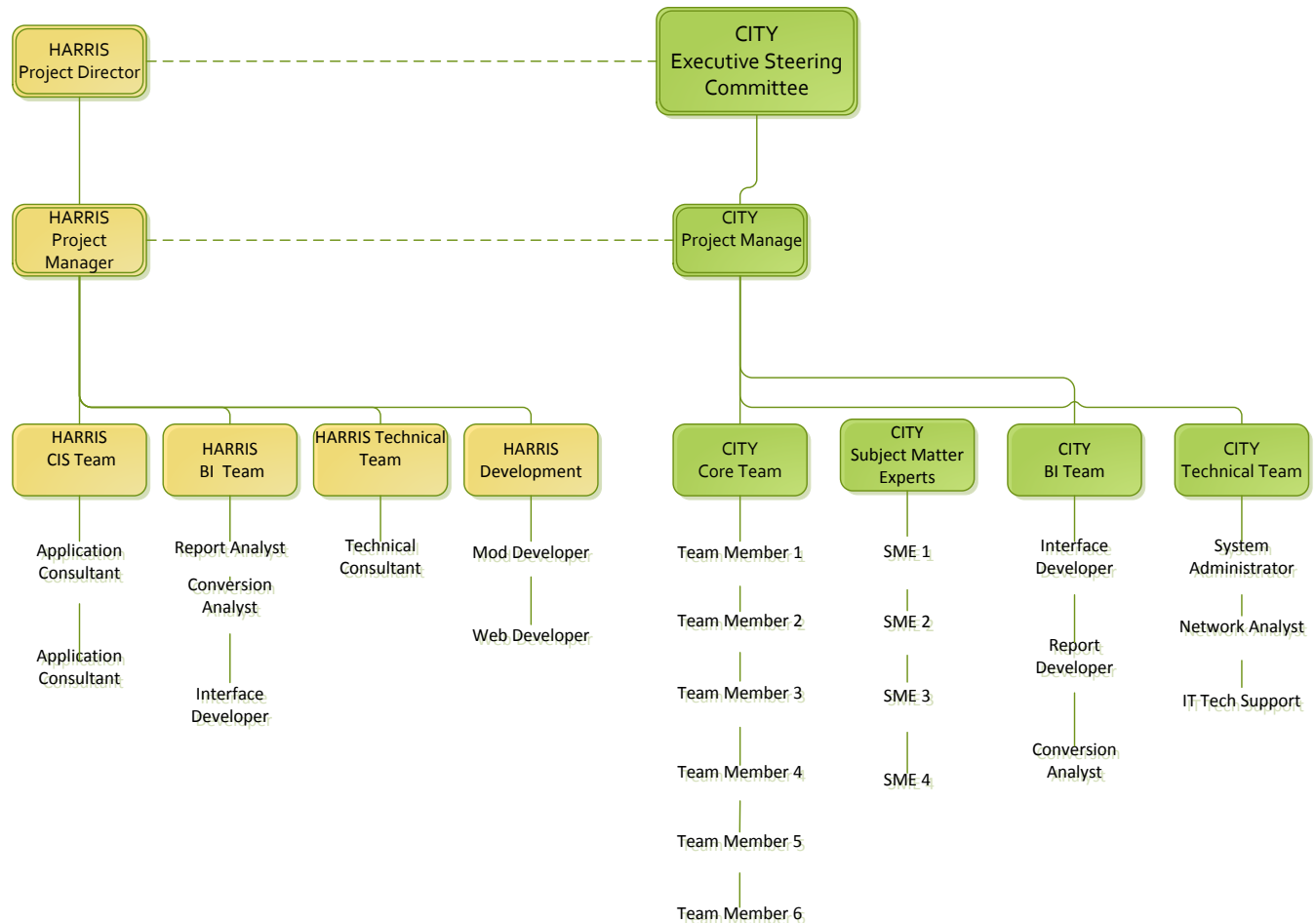
When not on-site, HARRIS personnel will be working regular business hours from their home office location, which may be in a different time zone that the CITY. By individual agreement, HARRIS personnel may work alternate hours to better coordinate activities with the CITY personnel.

HARRIS on-site consultants may be a mix of both American and Canadian residents and as such are entitled to different holidays recognized by HARRIS. As these holidays may also differ from what the CITY recognizes, HARRIS will endeavor to adjust the on-site consultants' schedules to match the CITY's holiday calendar as much as possible. The HARRIS and the CITY PMs will come to agreement on what works best in this regard dependent on the phase of the project.

As the majority of HARRIS personnel are located in Vancouver, BC, travel throughout North America can be lengthy and subject to travel delays. Consultants will notify the HARRIS PM as soon as practical when delays occur, who will in turn notify the CITY PM.

It is expected that the CITY project personnel are working on the project Monday through Friday and will be able to make progress on the days when HARRIS is not on-site under the leadership of the CITY PM. The CITY PM will be aware of staff absences from the project and will communicate with the HARRIS PM when this occurs so that activities can be adjusted as necessary.

6.7 Project Organizational Chart



7 Project Facilities and Resources

7.1 Office Space & Supplies

The CITY will provide desk space for each HARRIS consultant that is on-site at the CITY. Space will also be made available for HARRIS consultants that are on-site less frequently; however, these consultants may be required to share space with another HARRIS consultant. HARRIS will require desk space for a minimum of two Consultants and one PM.

The CITY will provide the HARRIS consultants with all basic office supplies required to work efficiently and effectively while on-site. Basic office supplies include items such as paper, pens, whiteboard, staplers, file folders and tape.

7.2 Computers

The CITY will provide access for the consultant's inside the CITY's firewall. This should include the access to several printers within the facility, all network drives required for the shared project resources, project servers, all instances of the Solution and full external internet access, including unimpeded access to HARRIS' VPN.

7.3 Communication

Each consultant will also be provided a telephone at their desk for making internal, local and long distance calls for business reasons related to the project or other HARRIS business.

The CITY will provide an Internet connection to allow HARRIS consultants to access the web and their own e-mail accounts outside of the CITY's firewall, consistent with the CITY's security policies.

7.4 Project/Conference Rooms

The CITY will also have one conference/project room available full time for the project. Other meeting spaces will be scheduled / reserved as needed. The conference room will be equipped with a white board and markers, flip chart, projector & screen, conference phone and Internet connection. The CITY will have available a computer for each member of the test / core team in the project room (dual monitors is recommended).

The project room is envisioned to be one large work space with tables/desks arranged in 2 rows facing each other or a U-shape to facilitate communication and teamwork. Meeting space should be separate, but conveniently located to the project work space.

7.5 Training Facilities

The CITY shall establish a training room that will provide space, computers (with necessary software) and access to the Solution for up to eight users. The training room will be equipped with a white board and markers, flip chart, projector & screen, conference phone and Internet connections.

8 Project Deliverables

HARRIS Project Manager shall be responsible for the completion of the project deliverables and will work with the CITY Project Manager to complete those deliverables listed in this Statement of Work. HARRIS and the CITY Project Manager shall use the HARRIS methodology and apply project management best practices throughout the course of Project.

8.1 Table of Deliverables

The deliverables for each project are detailed with their corresponding payment milestones in section 10.9 of this document. The party responsible for leading the effort or providing significant decisions is identified under the “Lead” column. The parties required to assist in the deliverable are identified under the “Assist” column. The CITY deliverables are also listed as they are critical to the overall success of the project and acknowledge the partnership required to get the Solution into production. The CITY deliverables are not associated with payment milestones.

Payment Milestones are contingent upon the CITY acceptance of each Deliverable as outlined in section 8.2 of this document.

8.2 Acceptance of Project Deliverables

Acceptance of deliverables by either party is critical to keeping the project on schedule; therefore there must always be a sense of urgency around the review and approval of every deliverable. Thus both parties will adhere to the following steps for deliverable review and acceptance:

- HARRIS completes the deliverable and delivers it, in the specified format, to the CITY Project Manager as per the Project Schedule.
- A walkthrough of the deliverable (as appropriate) will occur within 2 business days of it being received, with HARRIS providing an orientation of the deliverable and responding to questions.
- The CITY will review each deliverable in detail, and determine whether it conforms to the deliverable specifications. The time period for the CITY review of each deliverable will be as mutually agreed between HARRIS and the CITY in the detail set forth in the Project Schedule. In the event that the review period is not specified in the Project Schedule, then the length of time necessary or appropriate for such review may vary in accordance with the size and scope of the deliverable, however, the CITY will conduct each review promptly and in good faith. HARRIS may request a review period at the time of delivery and the CITY will reasonably accommodate the request, but is not bound by it if additional time is necessary for a proper review. In the event HARRIS believes that the CITY is not conducting its review promptly and in good faith, it may request a meeting of the PMs to resolve the cause of the delay.
- In the event that the deliverable is incomplete, unclear or deficient, the CITY will provide a detailed list in writing of the deficiencies and questions regarding the deliverable within the time period set forth above.
- HARRIS will provide a response resolving the deficiencies and/ or concerns within five (5) the CITY business days from receipt of the list of questions/deficiencies. If the deficiency cannot reasonably be resolved in such time frame, then HARRIS will provide a written summary of the steps being taken for resolution and an estimate of when the resolution will be complete. A review meeting may be scheduled as appropriate to expedite the approval process.
- The CITY and HARRIS may initiate a Change Order to extend the Project Schedule as appropriate and taking into account responsibility for the delay or to provide for the conditional acceptance of the deliverable subject to a written plan of resolution.
- Deliverables will be delivered to the CITY as they are developed.

- The CITY shall not unreasonably encumber the review and approval process as to slow down the process without accepting responsibility for the potential schedule impact that may result.
- The CITY is also considered to have deliverables, and scheduled activities as defined in the Project Schedule and the CITY will be responsible for delays resulting from the CITY's failure to provide such deliverables on schedule.
- Mods and Interfaces are considered deliverables and will conform to these same procedures.
- Bill, S/O, reports, letters and portals are considered deliverables and will conform to these same procedures.
- Deliverable and Milestone sign-offs are considered deliverables and will conform to these same procedures.
- Change Orders are considered deliverables and will conform to these same procedures.
- Deliverables that have passed their dates as defined above and in the Project Schedule and have aged 5 business days will be escalated to the executive above each PM for further action.
- Deliverables that are delayed at any step of the delivery and acceptance process will be re-forecast within the Project Schedule to determine the impact of the delayed approval. The PMs will perform this "what-if" analysis to determine the impact to the overall project schedule and to determine if time can be recovered at some future point to keep the project on track for its scheduled go-live. Depending on the party that is responsible for the delay, a change order will be processed to make such a change 'official' and to assess the monetary impact.

A deliverable will be accepted by the CITY if:

Depending upon the nature of the Project Deliverable, acceptance by CITY may occur by one of the methods indicated below.

- It satisfies the scope of the work described in this document and if it contains the content described in the Deliverables section; or
- Achievement of the specified test result for each test specified in the Test Plan; or
- The System or Additional Products is put into production mode by CITY or the System forms the basis for additional on-going work (outside the scope of this SOW) either by CITY or another party.

In many cases, the acceptance method and associated criteria are described within this document. In the event the method and criteria have not been previously defined, CITY and HARRIS will jointly identify the appropriate mechanism and criteria for acceptance for that Project Deliverable. This identification must occur no later than, and preferably prior to, the time of delivery.

9 Compensation and Payment Schedule

9.1 Fixed Price

Invoice and payments in the amounts identified below, shall be payable when the CITY accepts in writing the respective Deliverable or the completed milestone. The Final Payment shall not be paid until the CITY indicates final acceptance in writing of the entire project.

The total cost to the CITY for the performance of the tasks contained in this SOW and attached Project Schedule shall not exceed the amount shown (excluding estimated travel costs), except in the case that executed Change Orders by the CITY have been approved and executed.

The payment milestones (License and Services Agreement) are constructed in a manner to incent HARRIS to perform, but also to provide fair compensation for the effort invested up to that point in time.

Below is the table of costs as agreed to (included for reference only, the License and Services Agreement is the definitive source for all pricing).

Cayenta Licenses		
	Amount	Annual Maintenance
Cayenta CIS v7.8 (\$10 per account - for 25,000 accounts)	\$ 250,000	\$ 55,000
Customer Self-Service (web)	included	\$ -
Miscellaneous billing and AR	included	\$ -
APIs for Beacon AMI and Solid Waste mobile app	included	\$ -
Mobile Work Management	\$ 25,000	\$ 5,500
New item: GIS connector (new item)	\$ 15,000	\$ 3,300
New item: User Conference registration for 6 employees	\$ -	\$ 5,250
License Sub-Total	\$ 290,000	\$ 69,050
3rd Party Licenses		
	Amount	Annual Maintenance
Uniface system software	\$ 34,800	\$ 7,656
Planet Press (PDF bill formatting)	\$ 10,000	\$ 2,200
3rd Party License Sub-Total	\$ 44,800	\$ 9,856
Implementation Services		
	Amount	Annual Maintenance
CIS implementation (all core module)	\$ 900,000	\$ -
New item: GIS integration	\$ 35,000	\$ -
Cayenta Financials and Work Management upgrade		
Environment Management and Technical consulting	\$ 25,000	\$ -
Environment Management (technical work covered by CIS project)	\$ (25,000)	\$ -
Upgrade general testing support (4 Months @ \$5,000)	\$ 20,000	\$ -
New item: Work Inquiry & Workflow enhancement for Water Dept.	\$ 25,000	\$ -
New item: Miscellaneous AR - Includes Core Cayenta Invoice and statement	\$ 30,000	\$ -
Implementation Services Sub-Total (excludes T&M travel costs)	\$ 1,010,000	\$ -
Project Total	\$ 1,344,800	\$ 78,906

9.2 Structure of Payments

This is a Fixed Price deliverable-based agreement for services and actual expenses as incurred.

9.3 License Fees

License fees and associated milestones are detailed in the Software License Agreement.

9.4 Travel and Expense Policies

General Travel Governance

The travel estimate was calculated based on a 15 month implementation (including post go-live support periods).

The incidence of recoverable business expenses should be governed by what is reasonable and/or appropriate. HARRIS personnel shall seek value through the least expensive, yet most reasonable and/or appropriate alternatives, and are expected to use preferred suppliers (i.e., airline, hotel, car rental, etc.) where negotiated rates (HARRIS or the CITY) have been established. All travel related expenses will be supported by receipts, other than per diem expenses.

All billing for travel related expenses would be on a separate invoice from all service invoices from HARRIS. The HARRIS Project Manager will maintain a database or spreadsheet of all travel expenses that corresponds to the HARRIS invoices for travel.

Consultant Time On-Site

Out of Town Travel

HARRIS personnel will follow mutually established travel guidelines by the CITY and HARRIS. All ordinary and reasonable travel expenses incurred by HARRIS personnel related to this project shall be recoverable and reimbursable as follows:

- Air Travel
 - All air travel shall be "coach class" or the class that offers the lowest overall fare for the given itinerary.
 - All travel shall be booked as far in advance as possible to take advantage of the air carrier's best rate.
 - Alternate travel can be approved by the HARRIS and the CITY Project Managers if the price of the airline ticket is the same cost or less than the price of flying to the employee's home airport. This could include weekend stays that do not require a flight.
 - If an employee elects to change a flight for their own convenience after the ticket has been approved and booked, the employee will be responsible for paying any charges incurred to change the airline ticket.

NOTE: If the CITY or a HARRIS Managers' request makes it necessary to change a flight after it has been approved and booked, the employee will not be responsible for the charges incurred to change the airline ticket, provided they receive prior approval from the HARRIS and the CITY Project Managers to change the ticket.

- **Parking**
 - Parking fees, tolls, and other road tariffs encountered while traveling to/from airports, at hotels, other necessary locations or the CITY offices are recoverable and reimbursable.
- **Hotels**
 - When overnight stay is appropriate, the associated hotel expense shall be recoverable and reimbursable.
 - Taxes and other tariffs associated with hotel stays are recoverable and reimbursable.
 - Corporate or special rates with established local hotels will be pursued.
 - Travel delays resulting in extra hotel nights are recoverable and reimbursable.
- **Rental Cars**
 - Rental cars will be used for local travel at the destination city and the associated expenses (including fuel) shall be recoverable and reimbursable.
 - Should two (2) to three (3) HARRIS personnel travel to the destination city, a rental car shall be shared whenever travel and work schedules permit. Should four (4) to seven (7) employees travel to the destination city, two rental cars shall be shared, and reimbursable. Over seven (7) personnel travelling to the destination city will be rare, and the number of rental cars will be considered on a case by case basis.
 - HARRIS will rent cars with unlimited mileage, and will work to minimize weekly rental car costs.
- **Per Diem**
 - For each full day of travel/work, the employee will receive a per diem of \$55 for working days and \$110 for weekends and holidays when travel/stay is required. Per Diem charges will be invoiced without the requirement to submit expense receipts.
 - Per Diems are subject to periodic review and change, which could occur during the life of the project.

Invoicing Travel

Expense reports will be submitted within sixty (60) days of the close of the month the expenses were incurred in.

Travel Expenses

HARRIS has prepared a budget for reimbursable travel costs based upon the assumptions set forth in this SOW and the travel policies stated in this Section 9.4:

Travel Budget	Cost	Trips	Total
Airfare	\$600	140	\$84,000
Hotel	\$450	140	\$63,000
Rental Car	\$150	140	\$21,000
Meals (per diem)	\$275	140	\$38,500
Taxi/Parking	\$100	140	\$14,000
Total			\$220,500

This includes travel estimates related to Implementation, optional products and the Transition period. HARRIS will use good faith efforts in accordance with the standards for reimbursement set forth above to keep the actual cost within the foregoing budget.

HARRIS will endeavor to book travel well in advance and negotiate rates with a hotel to achieve the best cost. HARRIS will track and report monthly against the travel budget. However, it is recommended that a 20% contingency be provided for travel as costs continue to increase and this is beyond the control of HARRIS.

9.5 Payment Terms

Invoices will not be issued by HARRIS until deliverable signoff occurs or as otherwise agreed to by the parties. Once invoices are issued they are due Net 30.

Any travel expenses incurred in Canadian dollars will be converted to US dollars at the prevailing exchange rate at the time the invoice is generated.

Monetary change orders will be executed with the return of the signed change order and an initial payment of 25% of the total change amount for development change orders, 50% due when delivered by HARRIS for testing, and 25% on acceptance by CITY.

10 Appendices

10.1 Project Schedule

Below is an image of the initial draft of the Project Schedule that will be refined by the PMs at the start of the Preparation phase to meet the requirements of both parties.

This schedule represents an overall duration of 15 months starting at contract signing, performed in 2 phases (CIS Implementation and FMS/WMS Upgrade) as illustrated below. The table below is to demonstrate the phases of the project, and month 1 of the project will not be May 2015, but will be the month in which the contract is executed by the parties.

Cayenta Project Timeline

Cayenta Modules	2015												2016											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CIS/Billing Implementation					Implementation												Support							
Financials Upgrade														Upgrade										
Work Management Upgrade														Upgrade										

The Project Schedule is an integral part of this agreement and forms the basis for the project pricing. Extension of the project from start to finish will require analysis as to the reasons and may result in additional effort and cost.

10.2 Change Order Document

HARRIS and the CITY will jointly define the format for the Change Order document that will be used for the duration of the project.

[Client Logo]



[Client Name] – [Project Name]

Change Order [###]

Title

[Title]

Background and Justification

The purpose of this Change Order is to amend the [item being amended] to change the [description of change]

This Change Order and Amendment to Software License ("Change Order") is made by and between Cayenta, a Division of N. Harris Computer Corporation and [client name] and relates to that certain Software License, Implementation and Support and Maintenance Agreement ("License Agreement") made effective as of [contract signed date] and the Statement of Work thereunder.

Contact & General Information

	[Client Name]	Cayenta
Contact	[Client executive responsible for sign off]	[Cayenta PM]
Email	[their email address]	[Cayenta PM email address]
Date	[date change written]	
Product	[Cayenta product name'(s)]	

Description of Change Request

[Overview of change request]

[Itemized list of changes with hours if applicable, may be referenced to the SOW or project schedule]

Ref	Description	Hours

Cayenta, a Division of Harris Computer Systems

1 of 3

[date change written]

10.3 Change Order Document (cont'd)

[Client Logo]



HARRIS
UTILITIES

Ref	Description	Hours
Total Hours		

Project Impact

[Complete the following table with a description of the impact to each area, add and remove areas as needed]

Budget	
Resources	
Payment Milestones	
Schedule	
Risk	

Attachments: ☐

Approval

Chargeable Hours	Rate	Amount
Non-Chargeable Hours	Total Hours	
Client Signature	Date	
Client Name		
Cayenta Signature	Date	
Cayenta Name		

Cayenta, a Division of Harris Computer Systems

2 of 3

[date change written]



10.4 Supplemental Services

Additional services will be made available at HARRIS's then-current standard rates if THE CITY's requirements change or the scope of the project is altered. HARRIS will hold these rates effective for the duration of this SOW.

The CITY can request supplemental services through the project Change Control process.

Up to the end of the Transition period (4 months post Go-live) for Phase 2, HARRIS will provide supplemental services at a rate of \$170.00/hr USD. After the Transition period, HARRIS agrees to provide additional services for the period of one year at the rate of \$185 per hour. Services after that period will be at the prevailing rate of HARRIS or as per the Software Agreement.

Continuance

The above fees include project management, technical services and implementation services as described within this SOW and Project Schedule. In the event that the CITY extends the project beyond these dates or requests work beyond the scope as specified in this SOW, the CITY agrees that additional fees for Project Management and other required implementation assistance along with reimbursement for related travel and living expenses incurred will apply. These proposed fees would be mutually considered and agreed between HARRIS and the CITY via the Change Control Process.

10.5 Interfaces and Modifications

The following tables list the interfaces requested during the contracting processes. These are the only interfaces that have been accounted for as either being core to the product (included) or a custom interface to be delivered by HARRIS Development or via configuration utilizing CayentaConnect. Changes to these lists will be managed through the Change Control process. HARRIS will provide the total number of hours for interfaces that are set forth herein, provided, however, that the CITY will have the option to re-allocate such hours between the various items based on the CITY priorities.

System Interfaces – CIS

Number	Requirement Description	CIS - Interface Description	Core/ Custom	Comments
F1	GIS Connector	GIS Integration requires custom development and is priced at \$35,000 plus \$15,000 for licensing GIS (Utility Flex, X Y Coordinates)– two way: send location to Utility Flex and then update location with coordinates as needed	New Core	New interface
F2	Storm water	Import file to calculate bill, export a billing file to send to County Treasurer and then import a file to update accounts to determine delinquent accounts	Custom	New 2 way Cayenta Connect interface
F3	Eleavon (Virtual Merchant)	This is the same set up that Columbia River has. – over the counter payments	Core	
F4	US Bank	On line payments	Core	This interface is considered as an existing interface based on the following assumption: Your financial institution adheres to NACHA standard for the financial files.

Number	Requirement Description	CIS - Interface Description	Core/ Custom	Comments
F5	Refuse	Mobile electronic route book	Custom	New Cayenta Connect interface
F6	Beacon	AMI meter reading system	Core	
F7	E-checks	Process checks and post to FMS	Core	This interface is considered as an existing interface based on the following assumption: Your financial institution adheres to NACHA standard for the financial files.
F8	Passport Parking Citations	Over the counter payments	Core	This interface is considered as an existing interface based on the following assumption: Your financial institution adheres to NACHA standard for the financial files.
F9	SmartGov	Trigger two way communication via tasks, email, service orders	Custom	New 2 way Cayenta Connect interface

Interface Scope Clarifications

- none

The following tables list the modifications requested during the contracting processes. These are the only modifications that have been accounted for, that will be delivered by HARRIS Development. Changes to these lists will be managed through the Change Control process. All other modifications are not included in the project.



Product Modifications – WMS

Number	Title	Description		Hours
M1	Water Dept Workflow Enhancement	Work Inquiry & Workflow enhancement for Water Dept.	\$25,000	147



10.6 Optional Items

The following options were not selected as part of this Statement of Work:

	License Fee	Implementation Costs	Total
Business License mdoiule	\$ 20,000	\$ 50,000	\$ 70,000
Permitting module	\$ 25,000	\$ 75,000	\$ 100,000

Prices on these modules will be held for one year after contract signing.



10.7 Milestone Payments

Estimated Period	MP#	Milestone Description	Services Billed
2015-05	Monthly 01	Project Management	\$ 20,000
2015-05 Total			\$ 20,000
2015-06	Monthly 02	Project Management	\$ 20,000
2015-06	MP101	Project Planning Complete	\$ 20,000
2015-06 Total			\$ 40,000
2015-07	Monthly 03	Project Management	\$ 20,000
2015-07	MP102	CIS Discovery Complete	\$ 20,000
2015-07	MP103	CIS Initial Configuration Complete	\$ 20,000
2015-07	MP109	CISS Data Conversion Workshop and Plan	\$ 20,000
2015-07	MP110	CIS Functional Test Plan Delivered with Schedule	\$ 13,500
2015-07 Total			\$ 93,500
2015-08	Monthly 04	Project Management	\$ 20,000
2015-08	MP104	CIS Modification/Interface Workshops Held and Specs Delivered	\$ 5,000
2015-08	MP105	GIS Connector Specs Delivered	\$ 17,500
2015-08	MP106	CIS Bill and S/O Workshop Held and Specs Delivered	\$ 20,000
2015-08	MP107	CIS Reporting Workshop and Plan Delivered	\$ 20,000
2015-08	MP108	Miscellaneous AR Configured	\$ 15,000
2015-08 Total			\$ 97,500
2015-09	Monthly 05	Project Management	\$ 20,000
2015-09	MP111	CIS Functional Test Plan Execution and Reporting – Primary	\$ 40,000
2015-09 Total			\$ 60,000
2015-10	Monthly 06	Project Management	\$ 20,000
2015-10	MP118	Miscellaneous AR Configured to meet the CITY's documented requirements – Ready for Test	\$ 15,000
2015-10 Total			\$ 35,000
2015-11	Monthly 07	Project Management	\$ 20,000
2015-11	MP112	CIS Functional Test Plan Execution and Reporting - Secondary	\$ 40,000
2015-11 Total			\$ 60,000
2015-12	Monthly 08	Project Management	\$ 20,000
2015-12	MP114	CIS Integrated Test Plan Delivered with Schedule	\$ 15,000
2015-12 Total			\$ 35,000



2016-01	Monthly 09	Project Management	\$ 20,000
2016-01 Total			\$ 20,000
2016-02	Monthly 10	Project Management	\$ 20,000
2016-02	MP113	CIS Core and Cayenta Connect Interface Test Execution - Pass 1	\$ 15,000
2016-02	MP115	CIS Integrated Test Execution – Pass 1	\$ 35,000
2016-02	MP116	Develop CIS End-user Training Plan	\$ 5,000
2016-02	MP117	GIS Connector - Delivered and ready for Testing	\$ 17,500
2016-02 Total			\$ 92,500
2016-03	Monthly 11	Project Management	\$ 20,000
2016-03	MP119	Integrated Test Execution – Pass 2	\$ 35,000
2016-03	MP201	FMS/WMS Upgrade Month 1 Testing Support	\$ 5,000
2016-03	MP202	Water Dept. Work Inquiry & Workflow Enhancement - On Start	\$ 12,500
2016-03 Total			\$ 72,500
2016-04	Monthly 12	Project Management	\$ 20,000
2016-04	MP120	Integrated Test Execution – Pass 3	\$ 35,000
2016-04	MP203	FMS/WMS Upgrade Month 2 Testing Support	\$ 5,000
2016-04	MP204	Water Dept. Work Inquiry & Workflow Enhancement - On Delivery for Testing	\$ 12,500
2016-04 Total			\$ 72,500
2016-05	Monthly 13	Project Management	\$ 20,000
2016-05	MP121	Integrated Test Execution – Pass 4	\$ 35,000
2016-05	MP205	FMS/WMS Upgrade Month 3 Testing Support	\$ 5,000
2016-05 Total			\$ 60,000
2016-06	Monthly 14	Project Management	\$ 20,000
2016-06	MP122	Execute CIS Acceptance Test Execution – UAT	\$ 35,000
2016-06	MP123	CIS End-user Training	\$ 5,000
2016-06	MP124	CIS Production Readiness Checklist Drafted	\$ 5,000
2016-06	MP125	CIS Conversion Cut-over Plan Drafted	\$ 5,000
2016-06	MP206	FMS/WMS Upgrade Month 4 Testing Support	\$ 5,000
2016-06 Total			\$ 75,000
2016-07	Monthly 15	Project Management	\$ 20,000
2016-07	MP126	CIS Close-out Plan	\$ 5,000
2016-07	MP127	CIS Go-live	\$ 50,500
2016-07 Total			\$ 75,500
2016-08	Monthly 16	Project Management	\$ 20,000
2016-08	MP128	CIS Post Go Live Support Month 1	\$ 5,250
2016-08 Total			\$ 25,250

2016-09	Monthly 17	Project Management	\$ 20,000
2016-09	MP129	CIS Post Go Live Support Month 2	\$ 5,250
2016-09 Total			\$ 25,250
2016-10	Monthly 18	Project Management	\$ 20,000
2016-10	MP130	CIS Post Go Live Support Month 3	\$ 5,250
2016-10 Total			\$ 25,250
2016-11	Monthly 19	Project Management	\$ 20,000
2016-11	MP131	CIS Post Go Live Support Month 4	\$ 1,750
2016-11	MP132	CIS Operations Audit Report and HARRIS Support Meeting	\$ 1,750
2016-11	MP133	CIS Project Complete - Sign-off	\$ 1,750
2016-11 Total			\$ 25,250
Grand Total			\$ 1,010,000

10.8 Table of Deliverables

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
1	Contract Signing	Contract		Formal approval for project initiation	HARRIS and CY	
2	Weekly PM Meetings	PM	Monthly	The HARRIS and CY PMs will meet weekly to review the schedule and risk register to update progress, identify concerns and plan out next 3 months of activities in greater detail.	HARRIS	CY
3	Weekly Core Team Meetings	PM	N/A	The CY PM will conduct weekly meetings with the CY Core Team and consultants to communicate progress, collect concerns and inform them of upcoming activities so that everyone is working together with common objectives in sight.	CY	HARRIS
4	Weekly Project Schedule Updates	PM	Monthly	Project Schedule updates are performed and published weekly. The schedule is updated weekly for refinements to tasks, percent complete and milestone completions inclusive of resource updates and timeframe updates. Both parties will	HARRIS	CY

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
				commit to staffing and resources to meet a detailed rolling 12-week window.		
5	Updated Risk Register	PM	Monthly	As per the Risk Management Plan, the PMs will jointly update the risk register as part of their weekly meeting process. Risk represents the uncertain future event that could impact the success of the project.	HARRIS	CY
6	Monthly Project status report (with input from the CITY PM)	PM	Monthly		HARRIS	CY
7	Updated Issues Log	PM	Monthly	The PMs and team will update the issue log as part of their weekly meeting process. An issue is any decision, action, or question that must be resolved to keep the project moving forward. Issues will be identified and documented, and plans to resolve, along with updates and the final resolution will be documented in the issue log.	HARRIS	CY
8	Weekly Project Status Report	PM	Monthly	HARRIS and CY PMs will facilitate the development of a weekly status report to include accomplishments and upcoming activities, key decisions, staff schedules (onsite, offsite, vacations), key risks and issues, and pertinent metrics.	HARRIS	CY
9	Organization and leadership of the monthly ESC meeting	PM	Monthly		CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
10	Monthly ESC Presentation and Meeting	PM	Monthly	HARRIS and CY PMs will prepare the ESC presentation and lead the ESC meeting. The ESC presentation will summarize the project health and progress against the schedule, scope, and budget, and will highlight accomplishments and upcoming activities. It will include metrics for deliverable status, risks, issues, and defects. Risks, issues, and change requests that need executive attention will be included, along with any other information deemed necessary for the executives to understand the project status and to provide any needed decisions or support. HARRIS Project Director will participate in the ESC meetings.	HARRIS	CY
11	System Infrastructure Plan	0	MP101	Defines the hardware, network and other ancillary software required for the Project. Detailed Network diagrams will be provided in Visio. City will provide relevant network information as needed.	HARRIS	CY
12	Project Charter	0	N/A	The CITY will refine the Project Charter (if used), defining the project mission, scope, major deliverables, and high-level project schedule for the entire project/program, which may exceed the scope of this SOW and include other sub-projects. Some of the deliverables listed above under HARRIS may be incorporated into the Charter as desired. The CITY may not require a Project Charter or may have it already in place	CY	HARRIS
13	Review, update, baseline and approve Project Schedule	0	MP101	Defines the Project Schedule revision, update, baseline and approved	CY AND HARRIS	

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
14	Communication / Organizational Change Plan	0	N/A	Defines the Communication/ Organizational Change Management Plan that defines how the organization will be informed and readied for the Solution and possible business process changes. HARRIS will also provide input to this plan	CY	HARRIS
15	Quality Assurance Plan	0	MP101	Defines the Project Strategy for how quality will be managed during the project.	CY AND HARRIS	
16	Change Control Process	0	MP101	Defines project scope management and change control process	HARRIS	CY
17	Risk Management Plan	0	MP101	Defines the Project Strategy for identifying, analyzing and managing risks during the project.	CY AND HARRIS	
18	Go / No Go Readiness Document	0	MP101	Defines the criteria to go-live with the new software system	CY AND HARRIS	
19	Business Process Change Management Plan/Strategy	0	N/A	Defines how the CITY will implement business process changes, and a change management program.	CY	
20	Install, and configure the CayStone	0	MP101	Install, and configure the CayStone Project Tracking and web testing tool set	HARRIS	CY
21	Finalize the Core Team and identification of SMEs and other project resources	0	N/A	Finalization of the Core Team and identification of SMEs and other resources assisting with the project. The CITY will need to assure that these resources are available	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
				without competing responsibilities to participate as per the Project Schedule		
22	Establish the Executive Steering Committee	0	N/A	Establishment of the Executive Steering Committee, a quorum number and monthly meetings	CY	HARRIS
23	Procure and setup of all computing infrastructure	0	N/A	Procurement and setup of all computing infrastructure to allow for Solution installation	CY	HARRIS
24	Software Installation	0	MP101	Install software applications and database on a Windows server (several instances will be created of each), installation checklist provided and environment, training delivered.	HARRIS	CY
25	Assist HARRIS with test environment database and application software install	0	N/A	Assistance to HARRIS with test environment database and application software install (including 3 rd party applications) to facilitate knowledge transfer	CY	HARRIS
26	Project Kick-off	0	MP101	Materials will have been created and the kick-off meeting held with the project team.	CY	HARRIS
27	CIS System Overview Training	1	MP101	Two days of CIS System Overview Training provided to the Core Team and SMEs.	HARRIS	CY
28	Gather business process documents, samples of reports and other documentation as requested	1	N/A	Preparation prior to the start of Discovery to gather business process documents, samples of reports and other documentation as requested, that demonstrate the manner in which the CITY performs daily operations.	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
29	Document existing business operations and setup	1	N/A	Delivery of documentation and homework that describes the existing business operations and setup. This constitutes the "As-Is" processes	CY	HARRIS
30	Schedule Core Team members and SMEs to take part in the Discovery discussions	1	N/A	Core Team members and SMEs to take part in the Discovery discussions as scheduled and document recommended changes to the business processes reviewed.	CY	HARRIS
31	CIS Core Discovery Sessions	1	MP102	Structured Discovery discussions for Core functionality. These discussions are designed to aid HARRIS in learning how CY does business in a condensed timeframe as well as educating CY about the features and limits of the Solution. HARRIS will lead the discussions with CY business experts (Core Team and SMEs) contributing. During these discussions, CY will be asked to supply documents and make decisions regarding business process functions.	HARRIS	CY
32	Discovery Documents Delivered	1	MP102	Discovery documentation captures all the learning and understandings gained in the Discovery Sessions and is formatted in such a way as to serve as a template for configuring the System. The CITY will have the opportunity to review and correct the document before approval.	HARRIS	CY
33	Capture business process changes, impact revisions, and decisions	1	N/A	Business process changes captured, reviewed for impact, and decisions	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
34	CIS Initial System Configuration	1	MP103	Utilizing what was learned and decided in Discovery, the initial configuration/setup of the Solution will occur. This will be around 80% of the configuration and be sufficient to begin Functional Testing. Throughout testing the remaining configuration will be completed as testing reveals what is necessary. Configuration changes will be documented in Caystone	HARRIS	CY
35	CIS Functional Test Plan Delivered with Schedule	4	MP110	Defines the objectives, process, timeframe and scope of Functional Testing, inclusive of test environment/instance management. CayStone will contain the testing scripts referenced by the Functional Test Plan and the tests will be arranged in folders within CayStone that correspond to the schedule.	HARRIS	CY
36	CIS Interfaces Workshops and Specs Delivered	2	MP104	Workshops of 1 to a couple days will be held for any necessary modifications and known interfaces. Specifications for required customizations will be documented in BRDs and delivered for review/approval	HARRIS	CY
37	Review and approve CIS Interfaces BRDs and/or FDDs	2	N/A	Prompt review and approval of the CIS Interfaces BRDs and/or FDDs to enable the development process to begin as defined in the Project Schedule (following the process described in this agreement)	CY	HARRIS
38	GIS Connector Workshop and Specs Delivered	2	MP105	Workshop will be held to determine Specs for the GIS Connector. The specifications will be documented in a BRD and deliver for review/approval	HARRIS	CY
39	Review and approve GIS Connector BRD and/or FDD	2	N/A	Prompt review and approval of GIS Connector BRD and/or FDD to enable the development process to begin as defined in the Project Schedule (following the process described in this agreement)	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
40	CIS Bill and S/O Workshop Held and Specs Delivered	2	MP106	Workshop will be held to determine Specs for the CIS Bill and S/O. The specifications will be documented in a BRD and deliver for review/approval	HARRIS	CY
41	Review and approve CIS Bill and S/O BRDs and/or FDDs	2	N/A	Prompt review and approval of plans, BRDs and/or FDDs to enable the development process to begin as defined in the Project Schedule (following the process described in this agreement)	CY	HARRIS
42	Collect Reporting Catalog from the existing legacy system	2	N/A	Reporting Catalog listing all the existing legacy reports that are believed to be needed with the new Solution, as well as examples and explanations of the fields/columns, and formulas/queries used to generate the data. The catalog should list the report name, the primary user, the frequency of use, a high/medium/low priority of need, and the data source at a minimum	CY	HARRIS
43	CIS Reporting Workshop and Plan Delivered	2	MP107	Documents reports categorization process, development approach and roles and responsibilities. This covers letters, reports, and portals. Report includes lists of all reports required by CY and the plan to address these requirements	HARRIS	CY
44	Assign report, letter and portal design, development and QA resources	2	N/A	The CITY assigned report, letter and portal design, development and QA resources, as agreed to in the Reporting Plan	CY	HARRIS
45	Review and approve CIS Reporting Plan	2	N/A	Prompt review and approval of the CIS Reporting plan to enable the development process to begin as defined in the Project Schedule (following the process described in this agreement)	CY	HARRIS
46	Miscellaneous AR Workshop and Configuration Delivered	2	MP108	Workshop will be held to configure the Misc. AR Invoice. The configuration will be documented and deliver for review/approval	HARRIS	CY

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
47	Review and approve Miscellaneous AR configuration document	2	N/A	Prompt review and approval of the Misc. AR Invoice configuration to enable the testing process	CY	HARRIS
48	Water Dept. Work Inquiry & Workflow Enhancement Workshop and Specs Delivered	2	MP202	Workshop will be held to determine Specs for the Water Dept. Work Inquiry & Workflow enhancement. The specifications will be documented in a RD and deliver for review/approval	HARRIS	CY
49	Review and approve Water Dept. Work Inquiry & Workflow Enhancement BRD and/or FDD	2	N/A	Prompt review and approval of BRDs and/or FDD to enable the development process to begin as defined in the Project Schedule (following the process described in this agreement)	CY	HARRIS
50	CIS Data Conversion Workshop Delivered	3	MP109	A workshop held between HARRIS and CY to discuss what data needs to be converted and how much (years).	HARRIS	CY
51	Data Conversion Plan	3	MP109	The plan on how conversion will be performed and the data will be mapped and brought over will be provided following the workshop.	HARRIS	CY
52	Clean legacy data	3	N/A	Data cleansing in preparation for the first conversion.	CY	HARRIS
53	CIS Functional Test Plan Execution and Reporting – Primary	4	MP111	The completion of the primary CIS functional scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve. Reporting will be managed weekly as part of the weekly team meeting.	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
54	CIS Functional Test Plan Execution and Reporting – Secondary	4	MP112	The completion of the secondary CIS functional scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve. Reporting will be managed weekly as part of the weekly team meeting.	CY	HARRIS
55	CIS Core and Cayenta Connect Interface test Execution – Pass 1	2	MP113	The completion of interface testing for core and Cayenta Connect interfaces. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve. Reporting will be managed weekly as part of the weekly team meeting	CY	HARRIS
56	CIS Integrated Test Plan Delivered with Schedule	4	MP114	Defines the objectives, process, timeframe and scope of Integrated Testing, inclusive of test environment/instance management. CayStone will contain the testing scripts referenced by the Functional Test Plan and the tests will be arranged in folders within CayStone that correspond to the schedule.	HARRIS	CY
57	GIS Connector – Delivered and Ready for Testing	2	MP117	The completion of the GIS Connector development and ready for testing by the CITY.	CY	HARRIS
58	Miscellaneous AR Functional Testing Complete	2	MP118	The completion of configuration and requirements validation is complete and ready for testing by the CITY.	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
59	Water Dept. Work Inquiry & Workflow Enhancement – On Delivery for Testing	2	MP204	The completion of the Water Dept. Work Inquiry & Workflow Enhancement development and ready for testing by the CITY.	CY	HARRIS
60	Provide/arrange test systems to allow unimpeded testing of all interfaces (core and custom)	2	N/A	Providing/arranging test systems to allow unimpeded testing of all interfaces (core and custom)	CY	HARRIS
61	Configuration/development of the non-HARRIS side of the interfaces; this included working with 3 rd parties	2	N/A	Configuration/development of the non-HARRIS side of the interfaces; this included working with 3 rd parties to build/modify the interface or find alternatives if the existing protocol is unwieldy, non-standard, or will result in additional effort and expense to make work	CY	HARRIS
62	Develop Data Mapping Specifications document	3	MP115	Development of data mapping specifications document	HARRIS	CY
63	Develop data extract routines as required to get the legacy data into the HARRIS-defined staging tables	3	N/A	Development of data extract routines as required to get the legacy data into the HARRIS-defined staging tables and eventually the HARRIS Solution	CY	HARRIS
64	Define Staging Tables to be used to convert the data	3	MP115	Creation of staging tables used to get the prepare the legacy data for the conversion process	HARRIS	CY
65	Deliver extracted data from the legacy system	3	N/A	Delivery of the extracted data as per the Data Conversion Plan and the Project Schedule;	CY	HARRIS
66	Convert data as per the Data Conversion Plan – Pass 1	3	MP115	Converted data as per the Data Conversion Plan and delivered as per the Project Schedule	HARRIS	CY
67	Data conversion exception and audit reports	3	MP115	Defines all data conversion audits and exceptions performed	HARRIS	CY

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
68	Validate and test converted data	3	N/A	Thorough validation testing of the converted data (as part of Phase 4 – Test Planning and Execution). Confirmation that financial balances from data conversion have been validated and balance with the legacy system conversion point	CY	HARRIS
69	Data Conversion – Pass 2	3	MP119	The completion of Pass 2 Data Conversion. It includes: extracting data, staging data, running the conversion, and validating and testing converted data	CY and HARRIS	
70	CIS Integrated Test Execution – Pass 1	4	MP115	The completion of the Pass 1 integrated scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	CY and HARRIS	
71	Data Conversion – Pass 3	3	MP120	The completion of Pass 3 Data Conversion. It includes: extracting data, staging data, running the conversion, and validating and testing converted data	CY and HARRIS	
72	FMS/WMS Upgrade Month 1 Testing Support	4	MP201	The completion of the FMS/WMS Upgrade Month 1 testing scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	HARRIS	CY
73	Integrated Test Execution – Pass 2	4	MP119	The completion of the Pass 2 integrated scenarios. CY is to execute the tests and HARRIS supports the testing through	CY and HARRIS	

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
				coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.		
74	Data Conversion – Pass 4	3	MP121	The completion of Pass 4 Data Conversion. It includes: extracting data, staging data, running the conversion, and validating and testing converted data	CY and HARRIS	
75	FMS/WMS Upgrade Month 2 Testing Support	4	MP203	The completion of the FMS/WMS Upgrade Month 2 testing scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	HARRIS	CY
76	Integrated Test Execution – Pass 3	4	MP120	The completion of the Pass 3 integrated scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	CY and HARRIS	
77	Data Conversion – Pass 5	3	MP122	The completion of Pass 5 Data Conversion. It includes: extracting data, staging data, running the conversion, and validating and testing converted data	CY and HARRIS	

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
78	FMS/WMS Upgrade Month 3 Testing Support	4	MP205	The completion of the FMS/WMS Upgrade Month 3 testing scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	HARRIS	CY
79	Integrated Test Execution – Pass 4	4	MP121	The completion of the Pass 4 integrated scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	CY and HARRIS	
80	Data Conversion – Pass 6	3	MP127	The completion of Pass 6 Data Conversion. It includes: extracting data, staging data and running the conversion, and validate and testing converted data	CY and HARRIS	
81	FMS/WMS Upgrade Month 4 Testing Support	4	MP206	The completion of the FMS/WMS Upgrade Month 4 testing scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution via CayStone. Not all incidents will be resolved at the end of testing; this deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.	HARRIS	CY
82	Execute CIS Acceptance Test Execution – UAT	4	MP122	The completion of UAT scenarios. CY is to execute the tests and HARRIS supports the testing through coaching and incident resolution. Not all incidents will be resolved at the end of testing; this	CY	HARRIS

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
				deliverable marks the completion of testing. A review of remaining incidents will be made and a plan agreed to resolve.		
83	Business Process Training Materials	5	N/A	Defines the business process and procedures that will facilitate understanding of the business process changes that will occur at cutover.	CY	
84	Develop CIS End-user Training Plan	5	MP116	Development of the plan for who will be trained, as well as the course materials, locations, facilities and other resources. HARRIS will supply a template for this plan.	CY	HARRIS
85	Training Materials	5	N/A	Development of the end-user training Materials that will be used to facilitate the end-user training execution for each training course identified. This deliverable will conform to the Discovery, Configuration Specification Documentation and Functional	CY	HARRIS
86	Select team members to be trainers	5	N/A	CITY's designation of team members to be trainers	CY	
87	Train the Trainer	5	MP123	Train-the-Trainer session to review the end-user training modules to be delivered by the Gresham trainers.	HARRIS	CY
88	Training Room Plan	5	N/A	Defines the training room requirements including number of training rooms (do they exist, easily convertible or new construction required), registration, scheduling, reproduction and steps required to prepare and test classrooms for readiness.	CY	HARRIS
89	End-User Training schedule	5	MP123	Defines the end-user training class schedules and will include the course title and description, times class is offered, location of the training class and end users that will be attending the class.	CY AND HARRIS	

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
90	CIS End-user Training	5	MP123	Execution and completion of end-user training per the plan. CY will lead the training session with HARRIS assisting.	CY AND HARRIS	
91	Transition Plan	6	MP124	Defines the exact duration and level of service to be provided by Cayenta during the Transition Phase.	HARRIS	CY
92	Develop and Deliver Operations Manual	6	MP124	Defines responsibilities for day to day operations of Cayenta Utilities	CY AND HARRIS	
93	CIS Production Readiness Checklist	6	MP124	Defines criteria to evaluate project readiness, Solution readiness, business readiness, IT infrastructure readiness and organizational /people readiness. CY will review to ensure this deliverable is consistent with goals and objectives of the project and contains a sufficient level of detail that is mutually agreed upon by HARRIS and CY	HARRIS and CY	
94	CIS Conversion Cut-over Plan	6	MP125	Defines the metrics, timing and items that need to be in place for conversion cut-over to production to occur. The mock conversion will be a test of this plan. A meeting will be held to review the plan with all Go-live participants.	CY and HARRIS	
95	CIS Close-out Plan	6	MP126	This is a jointly developed plan that defines the criteria for closing the project and is agreed to both parties prior to the start of Go-live and the Transition period. It is an item on the Readiness Checklist.	HARRIS and CY	
96	Go / No Go Decision Document approved for Go Live	6	MP127	Defines the outcomes of application readiness based on the defined cutover and readiness plan defined – the result will be a decision to Go-live or to identify issues that need to be resolve prior to Go-Live and issues that can be resolve post go-live.	CY AND HARRIS	

Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
97	CIS Go-live	6	MP127	Cut-over to Production. The final data conversion will be executed and the cut-over tasks executed as assigned and sequenced. Go-live takes place over a weekend with both CY and HARRIS team members present.	CY and HARRIS	
98	CIS Post Go Live Support Month 1	7	MP128	Post Go Live Support – Month 1 delivered. Core Team members and a HARRIS consultant will support end-users as they solidify their knowledge of the Solution, and respond to issues, utilizing CayStone to manage incidents.	HARRIS and CY	
99	CIS Post Go Live Support Month 2	7	MP129	Post Go Live Support – Month 2 Delivered. Core Team members and a HARRIS consultant will support end-users as they solidify their knowledge of the Solution, and respond to issues, utilizing CayStone to manage incidents.	HARRIS and CY	
100	CIS Post Go Live Support Month 3	7	MP130	Post Go Live Support – Month 2 Delivered. Core Team members and a HARRIS consultant will support end-users as they solidify their knowledge of the Solution, and respond to issues, utilizing CayStone to manage incidents.	HARRIS and CY	
101	CIS Post Go Live Support Month 4	7	MP131	Post Go Live Support – Month 2 Delivered. Core Team members and a HARRIS consultant will support end-users as they solidify their knowledge of the Solution, and respond to issues, utilizing CayStone to manage incidents.	HARRIS and CY	
102	CIS Operations Audit Report and HARRIS Support Meeting	7	MP132	This defines the hand-off from the HARRIS consultants to the standard remote support that CY has contracted for. The Operations Audit report that defines status of the system is part of the hand-off and describes the current state of the Solution, the unique aspects in terms of configuration and modifications and the proficiency of	HARRIS	CY



Del No.	Deliverable	Phase	Mile-stone	Deliverable Description/Definition	Lead	Assist
				the end-users. The audit report helps CY understand the current state of the Solution as well as preparing HARRIS Support to properly support CY going forward.		
103	CIS Project Complete - Sign-off	7	MP133	Post Implementation Sign-Off - conclusion of the post Go-Live support.	CY	HARRIS