

TECHNOLOGY IMPLEMENTATION SERVICES AGREEMENT

COMPUTRONIX (U.S.A.), INC.

Phase 3 Implementation

THIS TECHNOLOGY IMPLEMENTATION SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and COMPUTRONIX (U.S.A.), INC., a Colorado corporation, authorized to do business in California ("Vendor").

1. **Scope of Services.** City agrees to retain and does hereby retain Vendor and Vendor agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Phase 3 Implementation ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Vendor shall perform the Services under this Agreement for Three Hundred Ninety Thousand Nine Hundred Eighty Dollars (\$390,980.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Innovation & Technology Department
City of Riverside
Attn: Chris Tilden
3900 Main Street
Riverside, CA 92522

To Vendor

Computronix (U.S.A.), Inc.
Attn: Dave Den Otter
3900 S. Wadsworth Blvd., Suite 510
Lakewood, CO 80235

5. **Prevailing Wage.** If applicable, Vendor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Vendor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Vendor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Vendor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Vendor recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Vendor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Vendor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Vendor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Vendor, and Vendor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Vendor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Vendor, or to Vendor's employees, subcontractors and agents. Vendor, as an independent contractor, shall be responsible for any and all taxes that apply to Vendor as an employer.

11. **Indemnification.**

11.1 **Defense Obligation.** Vendor agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Vendor, or of anyone employed by or working under the Vendor, or 2) any breach of the Agreement by the Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of Vendor's Services under this Agreement.

11.2 **Indemnity.** Except as to the sole negligence or willful misconduct of the City, Vendor agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Vendor, or anyone employed by or working under the Vendor or for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Vendor or anyone employed or working under the Vendor.

11.3 **Liability.**

11.3.1. **Limitation of Liability.** Neither the City nor Vendor, its partners, principals, or employees shall be liable for more than the total value of this Agreement for any actions, damages, claims, liabilities, costs, expenses, or losses that, in any way, arise out of or relating to the delivery of the Services provided hereunder. In no event shall the City, or Vendor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive or exemplary damages, costs, expenses, or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence) or otherwise, except as to willful misconduct or deliberate malfeasance.

11.3.2. **Cumulative Liability.** If the Services described herein cause the City's POSSE system to become inoperable or unusable, Parties understand that the Vendor's liability shall include the liability provided hereunder as well as the liability

provided under other existing agreements between the City and Computronix.

12. Insurance.

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Vendor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, and as amended, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Vendor's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Vendor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Vendor pursuant to this Agreement are adequate to protect Vendor. If Vendor believes that any required insurance coverage is inadequate, Vendor will obtain such additional insurance coverage as Vendor deems adequate, at Vendor's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Vendor certifies that Vendor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Vendor shall carry the insurance or provide for self-insurance required by California law to protect said Vendor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Vendor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Vendor is self-insured for such coverage, or 2) a certified statement that Vendor has no employees, and acknowledging that if Vendor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Vendor against damages for personal injury, including accidental death, as

well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Vendor. The City, and its officers, employees and agents, shall be named as additional insureds under the Vendor's insurance policies.

12.3.1 Vendor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Vendor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Vendor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Vendor's performance of this Agreement, which vehicles shall include, but are not limited to, Vendor owned vehicles, Vendor leased vehicles, Vendor's employee vehicles, non-Vendor owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-Vendors, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a "claims made" basis, the certificate should so specify, and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Vendor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Vendor's activities.

12.5 **Subcontractors' Insurance.** Vendor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Vendor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Vendor understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Vendor agrees that Vendor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Vendors.** City reserves the right to employ other Vendors in connection with the Project. If the City is required to employ another Vendor to complete Vendor's work, due to the failure of the Vendor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Vendor.

16. **Accounting Records.** Vendor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor, except as otherwise directed by City's Contract Administrator. Nothing furnished to Vendor which is otherwise known to the Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Vendor shall be and remain the property of City.

Vendor shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Vendor agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Vendor assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense. Vendor agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Vendor, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Vendor further warrants that neither Vendor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Vendor will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Vendor warrants that Vendor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Vendor only for the value of work Vendor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Vendor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Vendor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the performance of services by Vendor pursuant to this Agreement. Vendor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Vendor represents and warrants that Vendor has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Vendor further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Vendor and City.

25. **Termination.** City, by notifying Vendor in writing, shall have the right to terminate any or all of Vendor's services and work covered by this Agreement at any time. In the event of such termination, Vendor may submit Vendor's final written statement of the amount of Vendor's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Vendor thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Vendor, in the event:

25.2.1 Vendor substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Vendor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Vendor owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Vendor. Notice of such withholding and offset, shall promptly be given to Vendor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Vendor and its permitted successors and assigns, and shall not be assigned by Vendor, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Vendor's performance of this Agreement, Vendor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the

procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Vendor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Vendor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation


Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Vendor have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

COMPUTRONIX (U.S.A.), INC.,
a Colorado foreign stock corporation,
authorized to do business in California

By: _____
City Manager

By: _____


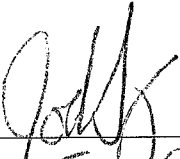
David den Otter
[Printed Name]

Attest: _____
City Clerk

President
[Title]

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

By: _____

JOEL GEORGE

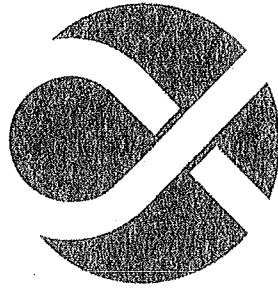
[Printed Name]

Approved as to Form:
By: _____
Senior Deputy City Attorney

ASSISTANT TREASURER
[Title]

EXHIBIT "A"

SCOPE OF SERVICES



COMPUTRONIX[®]

Statement of Work

City of Riverside

Phase 3 Implementation

December 05, 2019

This proposal will be valid through February 29 2020

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Statement of Work – Phase 3 Implementation

Version	Notes	Author	Date
1.0	Initial Draft	Gina Olson	12/10/2018
2.0	Updated with new Dates and Dollars	Lori Bluemel	7/15/2019
2.1	Added the PADD licensing fee to the estimate.	Lori Bluemel	7/22/2019
2.2	Add ePlans to SOW	Alan Riney / Steve Baasch/ Jeremy Harder	11/14/2019

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Section 1.0 General Statement and Agreement

This Statement of Work (hereinafter called "SOW") is issued pursuant to the Computronix Master Services Agreement (the "Agreement") between the City of Riverside ("City") and Computronix (U.S.A.) Inc. ("Computronix"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of the Agreement shall govern and prevail.

This SOW is entered into by and between Computronix and the City, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence upon execution of this SOW and is planned for up to a 7 month project duration. This timeline will be finalized throughout the project acceptance discussion and contract approval.

Validity, Currency and Shipping

The provided prices and quotation details are subject to change if the City does not provide response on or before February 29, 2020. The City will provide a signed copy of the Statement of Work. All quoted prices are in US dollars.

Section 2.0 Computronix Contact Information

Lori Bluemel – Account Manager

Phone: 1-720.962-6300 x1152 Cell: 720.962-1555

E-mail: lori.bluemel@computronix.com

Jeremy Harder – Operations Manager

Phone: 1-720.962-6300 x1124 Cell: 720.505.7993

E-mail: jeremy.harder@computronix.com

Steve Baasch – Computronix Project Manager

Phone: (720) 962-6300 x1103

E-mail: steve.baasch@computronix.com

Computronix Corporate Contact Information:

Mailing Address:

3900 S. Wadsworth Blvd., Suite 510
Lakewood, CO 80235

Office Phone Numbers:

Toll-free: 1-866-962-6300

Local: 720-962-6300

Fax: 720-644-3249



Section 3.0 Background

Project Overview

The City of Riverside has engaged Computronix to implement POSSE ePlans, provide ePlans End User Training, upgrade POSSE to release 7.3.1, and implement the POSSE Archival Document Datastore software component (also known as “PADD”).

The POSSE ePlans project will provide a single, integrated ePlans solution within the City of Riverside Community and Economic Development Department’s POSSE Land Management System for the City’s plans reviewers and external authenticated customers. The POSSE ePlans solution will simplify ePlans submission, circulation and review, mark-up and re-submission while retaining use of the best-of-breed Brava mark-up tool now used by City staff to review e-plans. The POSSE ePlans solution will eliminate redundant, cumbersome plans workflow management and reduce annual operating/support costs experienced by City of Riverside as a result of the current ProjectDox ePlans system.

POSSE ePlans usage training will be provided to assist the City in the implementation of POSSE ePlans. This training will provide end users with the skills to perform their responsibilities using the POSSE ePlans module. POSSE ePlans uses the Brava Viewer, the same viewer used by the current electronic plans review system, so no training will be provided on this functionality.

The current release of POSSE in Riverside’s Production is 7.2.0.2 which was implemented in 2016. The POSSE ePlans module requires a higher release of POSSE, so POSSE will be upgraded to release 7.3.1, which supports the POSSE ePlans module. The City of Riverside also desires to leverage new POSSE functionality that has been released in subsequent versions to what was installed under the original statement of work. The 7.3.1 POSSE release includes new To Do List and the Delegation features which will be available upon completion of this upgrade. The balance of the other POSSE 7.3.1 new features are not currently implemented within Riverside’s phase 1 or phase 2 scopes. It is assumed that if Riverside desires these features, this will require additional implementation in order to implement. The latest release will not only give the City access to new features and functionality, but will also ensure that POSSE will function properly with version 12.1.0.2 of Oracle.

The POSSE Archival Document Datastore Module (PADD) implementation will use the file based datastore option with one PADD datastore in the production environment and a second PADD datastore to service the Dev, Test and Training environments.

PADD will allow the City to continue to store new or changed documents in the POSSE database. Periodically (Computronix recommends nightly), a windows service will automatically move older, static documents into the PADD archive via the Web Service. Documents that have been moved are automatically fetched from the PADD datastore when they are accessed. This allows the POSSE database to contain only active documents, maintaining a reasonable POSSE database size. A smaller POSSE database size results in shorter backup and upgrade times. In addition, clones of the POSSE database used for development, testing and training will be a more manageable size.



Section 4.0 Project Scope

This project scope will result in the implementation of POSSE ePlans, upgrading POSSE to release 7.3.1, the implementation of POSSE Archival Document Datastore software (PADD), and POSSE ePlans training.

Overview of Scope

ePlans Managed Hosting Environment Details

- As a Software-as-a-Service (“SaaS”) offering, our POSSE ePlans solution will be in Microsoft Azure cloud infrastructure. The City will capture and store all electronic plans files locally in an on-premise file server located at the City of Riverside.
- Price includes all required POSSE ePlans and Brava annual subscription licensing, one-time implementation set-up (including all metadata set-up) and Pre-UAT training services, ongoing annual Software-as-a-Service charges.

POSSE ePlans:

- Computronix assumes that the City will change their business practice to fit the POSSE ePlans Module.
- The POSSE ePlans Module is considered out of the box and there will be no coding changes to alter functionality. Computronix confirms the out of the box ePlans Module is compatible with the customizations performed for Riverside, within the UAT and production environments, for the POSSE system and database. Should Computronix discover any unplanned incompatibilities, the cost of any customizations to resolve are included in the fixed costs for this SOW.
- Computronix confirms the POSSE ePlans module does not require any browser plug-ins (e.g. Flash Player, etc.)
- The City will utilize the most current version of POSSE ePlans functionality available at the start of Phase 3.
- Conversion: There will be no attempt by Computronix to convert historical or active, in-progress (“in-flight”) data from the existing ProjectDox system. The ProjectDox system will remain in production until in-flight reviews and approvals have been completed. The City may choose to decommission the ProjectDox system once in-flight processes are completed. There will be no subsequent data conversion into POSSE ePlans of this more stable “completed” or “cancelled” data.
- The POSSE ePlans implementation assumes requires that the City will have installed the POSSE Version 7.2.1 and 7.3 upgrades that incorporates the POSSE Archival Document Storage component (PADD). The cost of these upgrades and the PADD component is not included in the POSSE ePlans Cost Estimate.



- The duration of UAT is scheduled for 20 business days.
- All Critical, High and Medium defects will be addressed before go live unless agreed upon by the City and Computronix.
- There is no way to determine through the POSSE application if a document is stored in the database or on the PADD file server. The only way to determine whether a document is in the database or on the file server is a back end query.
- The City will provide the appropriate access to stakeholders, technical/systems and business subject matter experts, functional owners, and decision makers in a timely manner in order to meet the goals, strategy and deliverable dates described in this SOW.
- The City will provide all Hardware, Microsoft Licensing, Microsoft Support, Oracle Licensing, and Oracle Support necessary for the services proposed in this document. The City plans to use the existing Oracle database server that has been supporting the existing POSSE environments, therefore no Oracle Licensing increases are planned to be needed.
- The City will provide remote access to the POSSE, including PADD, infrastructure as required by Computronix that may include workstations, web sites, and databases. The City requires named Computronix users requiring remote access to receive, read, and acknowledge receipt of the City's Technology Use and Security Policy and Remote Access Agreement.
- POSSE ePlans will be delivered into the City Delivery, UAT, Production and Production Support environments. Riverside will have the ability to review and certify deliveries in each environment, prior to promoting into Production usage. Production ePlans use will be limited to 40 internal users as defined in the Project Cost Breakdown.
- External authenticated users will not need to use or be licensed for Brava viewer or the POSSE ePlans Module. The City will be licensed for unlimited external authenticated users. The ePlans estimate is based upon a 7 month project duration or less. Any project extension due to the City may be grounds for a CR for additional project costs.
- The ePlans go-live on-site support will be three days.
- External authenticated customers will access marked-up plans as “.pdf” files only, via their POSSE LMS Customer Portal account.
 - ePlans markup is not part of the public portal. The public portal only allows for the document uploads and .pdf viewing.
 - Plans will be uploaded by customers through the Customer Portal in the Documents tab for submission to the Review process on the job.
 - Plan markup can be viewed by customers by opening PDFs containing Plan Review markup from City plan reviewers.

- Plan amendments will be uploaded through the Customer Portal to the Documents tab for submission to the Review process on the job.
- POSSE ePlans will only be integrated into the In-Scope “Permit List” and the “ePlans Markup Viewer” will only be accessible from the Documents tab of the permit and the permit’s Perform Review processes.
- “Permit List” to be integrated with POSSE ePlans:

Building & Inspections Permits

Building Permit
Plumbing Permit
Mechanical Permit
Electrical Permit
General Permit
Master Plan Permit

- The General permit integration to POSSE ePlans will include the following jobs from Phase 2:

Public Works Permits

Construction Permit
Encroachment Permit
Grading Permit
Street Opening Permit

RPU Permits

Water Permit
Fire Flow Test
Water Research Request

Fire Permits

Fire Permit
Fire Event Permit
Fire Inspection

Planning Permits

Temporary Use Permit
Zoning Permit

- POSSE ePlans training
 - POSSE ePlans Pre-UAT training will provide the City’s super-users and UAT testers with the skills to perform plan review activities and UAT testing using

POSSE ePlans. This training will concentrate on the workflow aspects of the jobs integrated with POSSE ePlans.

- Computronix will provide softcopy ePlans Pre-UAT training materials for the Pre-UAT training.
- City Plans Reviewers are already familiar with the ProjectDox Brava viewer plans mark-up and will not need further training on use of the Brava viewer.
- Computronix will be on-site for 4 days to provide ePlans Pre-UAT training and ePlans Administration training to a small group of City staff (eight – 8).
- Computronix will be on-site for 2 days to provide ePlans End User training to up to 40 end users. The ePlans End User training will be for nominally ½ day and Computronix will provide 4 classes.

POSSE Upgrade:

- Work in coordination with City business areas and IT to upgrade to the current version of POSSE to the latest version – release 7.2 then 7.3.1.
- Provide the City access to new features and functionality.
- Allow POSSE to function properly with POSSE ePlans.
- Upgrade the current Oracle environment to Oracle version 12.1.0.2. The City will perform the upgrade but will coordinate with Computronix to ensure that no other initiatives are impacted.
- Project planning, project resourcing, ramp up, schedule, risk and issue identification
- Development of a deployment plan approved by POSSE product team, system configuration and upgrade activities
- Enabling Delegation and Business groups for Access Groups for security.
- Computronix will provide initial high level testing on each database after an upgrade is performed. This testing will not validate that all Business functionality is working but will validate that the upgrade did not create significant issues across the installed functionality. Computronix will support the Riverside testing effort during the UAT process.
- Allows for any fixes and/or adjustments after deployment into Production Environment
- The following City environments will be upgraded, Delivery, UAT, and Production. A production support database (1) will be refreshed from Production after the production go-live. The production support database, per discussions with the City, can be a new database or the current Training database.

- Includes a PM assigned to monitor and coordinate project activities and a Technical Lead to provide technical leadership, direction, review and oversight due to the complexity of 6 POSSE databases, 4 Marshal databases, and several ongoing projects.
- Includes 1 day of Computronix DBA, Infrastructure, and Product support when the Production environment is upgraded.
- Completion of POSSE upgrade project tasks will not require an on-site trip for Computronix staff.
- Computronix will have access to the Riverside Delivery, UAT, and Production environments for running upgrade scripts. For the Production install, at Riverside's sole discretion, Riverside will determine if Riverside staff will monitor Computronix activity via screen sharing.

PADD:

- Reduce the impacts of documents on database performance by separating document storage from data storage.
- Set the search for dormant documents to only move those that have been dormant for a defined time period.
- Automatically reactivate and move a dormant document back into the POSSE database if it is modified.
- Set documents to be read-only to increase access security through Outrider and firewalls.
- Keep documents for any amount of time required.
- Store your PADD database on inexpensive disk, and only back it up after each periodic archival run.
- The PADD server must be set up, available and accessible prior to the completion of the kickoff meeting or the Computronix development work cannot begin.
- Computronix will be responsible for actively monitoring the implementation process until the mechanism to "catch up" and store the original targeted set of documents is operating within established Computronix guidelines.
- The City will be responsible for ongoing monitoring after the "catch up" has completed, using the user account provided by Computronix. Should Computronix assistance be required or desired in monitoring or handling failures, this would be handled under a T&M support agreement.
- The user account that is able to access the data warehouse should also be able to access the PADD log tables.

- There is no way to manually store a specific document to the file server. Documents are stored based on the type and age of the document.

At a high level, the steps to implement PADD are as follows:

1. Perform high level analysis regarding the storing of the documents (which types, how frequently, how many, under what conditions, etc.)
 - This would be a shared responsibility between the City and Computronix.
2. Set up a new server to act as a file storage location and make the network configuration adjustments necessary to enable the Process Server to call a web service on the new server. The webservice will retrieve the documents stored on the file server returning them to the various websites.
 - This would be the responsibility of the City with support and direction provided by Computronix.
3. Configure the archival web service on the new server, making modifications as necessary based on the analysis performed in step 1.
 - This would be the responsibility of Computronix.
4. Set up a Process Server record to call the archival web service on the frequency agreed to as part of the analysis performed in step 1.
 - This would be the responsibility of Computronix.
5. Reclaim space on the database server. This will require a 2-4 hour outage once the targeted set of documents have been stored on the file server.
 - This would be the responsibility of the City DBA.

City Responsibilities

The City of Riverside will:

- Provide a local file server for on-premise storage of electronic plans files at the City. Computronix will make recommendations for minimum and recommended server specifications.
- Large-screen desktop monitors may be desired by plans reviewers. Computronix will make desktop and screen monitor hardware recommendations at the time of proposal approval, based on further discussion with the City of Riverside plan reviewers.
- Provide timely review and sign-off of Computronix Interface design document.
- Participate in Pre-UAT ePlans system usage training to be delivered by Computronix.
- User Acceptance Testing (“UAT”) of the delivered ePlans solution will be performed by designated City of Riverside staff in an on-premise UAT environment. UAT test scripts will be created and executed by designated City of Riverside staff.
- Participate in the End User ePlans usage training to be delivered by Computronix.

Warranty

The warranty on the Computronix-developed site-specific configuration and reports completed for this Phase 3 SOW is 60 calendar days from the date of implementation.

Computronix does not provide warranty for any site-specific configuration, other than that developed as part of this SOW, or custom code not developed by Computronix or developed by Computronix and subsequently altered by City or any other third-party.

Out of Scope

POSSE ePlans:

- “Workflow List” of Planning jobs excluded from POSSE ePlans integration:

Planning Jobs

- Administrative Review
 - Appeal
 - Certificate of Compliance
 - Customer
 - Development Review
 - Final Map
 - Historic Preservation
 - Meeting Agenda
 - Meeting Item
 - Plan Amendment
 - Project
 - Referral
 - Subdivision
 - Use Permit
 - Vacation
 - Variances and Appeals
- Conversion of legacy data to POSSE ePlans.
 - There is no POSSE ePlans metadata setup required for the out of the box solution or this project. Should there be any unplanned metadata entry Computronix will be responsible for metadata.
 - There are no third-party interfaces to the POSSE ePlans.
 - The City is responsible for all user acceptance testing (UAT) including:
 - Test planning, test script authoring, testing, recording of results, determining the veracity of test results, and logging defects into the defect tracking system.



- Any other travel than the 4 day Pre-UAT training, 2 day End User training, and 3 day Go-Live support trips for Computronix resources will be approved by the City of Riverside. All approved travel expenses (flights, hotel, car, per diem, travel hours) will be covered by City of Riverside.
- Any training environment or End User training. Riverside is responsible for providing the following for POSSE ePlans training.
 - The City will supply the Training environment (database instance) containing the POSSE ePlans configurations and other in-scope system components. The training environment will continue to be available until ePlans End User Training is complete.
 - The City will be responsible for selecting and scheduling designated staff super-users and UAT resources to attend the Pre-UAT training and for ensuring that super-user and UAT staff attend any in-class training sessions. A list of staff scheduled to attend shall be provided to Computronix at least one (1) week, prior to on-site engagement at the City.
 - The City will be responsible for selecting and scheduling designated end user staff to attend the End User Training and for ensuring that staff attend any in-class training sessions. A list of staff scheduled to attend shall be provided to Computronix at least one (1) week, prior to on-site engagement at the City.
 - The City must provide VPN access to up to two (2) Computronix Training Resources three (3) weeks before the training is scheduled to start.
 - Phase Three onsite ePlans Pre-UAT training assumes one 4 day on-site trip.
 - All hardcopy print outs of training materials and handouts will be handled by the City.
 - Any additional requested training travel for Computronix resources will be approved by the City. All approved travel expenses (flights, hotel, car, per diem, travel hours) will be covered by the City. Due to grant conditions the City may be required to book the hotel room.

POSSE Upgrade:

- Upgrading Oracle or supporting the City's Oracle upgrade tasks with the exception of coordination activities.
- Refresh of data in the CX or the City environment, except for the production support database which will be refreshed after the production upgrade.
- Changes to servers or VM and no server migrations.

POSSE PADD:

The following items have been discussed in the context of this SOW and deemed to be out of scope. They are included here for additional clarity, but are not intended to be an exhaustive list.

- Any conversion of documents into the new PADD Database. Documents will move organically through the archival web service with the configured details from the analysis done above.
- Incorporating a process to delete documents.
 - The PADD mechanism never deletes or suppresses documents; however, doing so may be desirable long term.
 - This can be implemented as a follow-up project (Not in the scope of this project).

Section 5.0 Location of Project Activities

Computronix will conduct all project activities remotely from its offices in Lakewood, Colorado, U.S.A, and Edmonton, Canada.

Section 6.0 Project Cost Breakdown

Project Cost Breakdown

Computronix will provide an invoice of all milestones as they are rendered. Licensing fees, including the POSSE ePlans Module base license and the ePlans Named User subscriptions for users performing UAT, and 1st year maintenance will be payable upon approval of this SOW. The remaining ePlans Named User subscriptions shall be invoiced at Go-Live. All payments are due within 30 days of receipt of an invoice from Computronix. Our fixed fee for licensing fees and services for this engagement is not to exceed \$390,980. The fees are inclusive of all Computronix licensing and work needed to complete this effort.

Cost Summary:

- \$50,000 for POSSE ePlans Software Subscription Annual Support and Managed Hosting Services costs
- \$223,300 for POSSE ePlans Professional and training Services
- \$10,000 for the PADD Licensing Fee
- First year maintenance \$2,200 (may be prorated depending upon go-live date)
- \$29,280.00 for PADD implementation services
- \$76,200 for POSSE Upgrade implementation services to 7.2 and then to 7.3.x.

ePlans Annual POSSE ePlans Software Subscription:

- Annual software License Fee includes all Annual Support and Managed Hosting Services costs.
- Software License includes unlimited external authenticated users (i.e. City developers, customers, etc.).

Item No.	Description of Software Subscription	Unit Cost	FIXED ANNUAL COST
1.	1 – POSSE ePlans Module base license	\$30,000 per year	\$30,000 per year
2.	10 – POSSE ePlans Named Users (due at signing)	\$500 per Named User per year	\$5,000 per year
3.	30 – POSSE ePlans Named Users (due prior to go-live*)	\$500 per Name User per year (pro-rated*)	\$15,000 (pro-rated*)
TOTAL ANNUAL COST:			\$50,000 per year*

* Pricing for 30 POSSE ePlans Named Users, due prior to go-live will be co-termed to annual subscription renewal date. Specifically, if go-live is 7 months after signing, then the subscription will be pro-rated lower to only include 5 months of fees for remainder of 1st year.



POSSE ePlans Professional Services:

Item No.	Description of Services	Cost
1.	Planning, Fit-Gap Analysis	\$43,600
2.	Final City Site-Specific System Configuration <ul style="list-style-type: none"> ePlans will be integrated with the identified City permits as identified in "Section 4.0 – Overview of Scope" 	\$124,200
3.	Interfaces (no interfaces included in POSSE ePlans)	\$0
4.	Data Conversion from ProjectDox to POSSE ePlans system (no data conversion included in estimate)	\$0
5.	UAT Testing remote support, and On-Site "Go Live" Support	\$20,000
6.	On-site Pre-UAT ePlans usage training, based on the Delivered Site-Specific Solution, and ePlans Administration training <ul style="list-style-type: none"> As identified in "Section 4.0 – Overview of Scope" 	\$27,500
7	On-Site End User ePlans usage training, based on the Delivered Site-Specific Solution.	\$8,000
SERVICES SUB-TOTAL:		\$223,300

PADD Licensing and Maintenance Fee:

- \$10,000 for PADD Licensing fee
- \$2,200 for First year maintenance fee (may be prorated depending upon go-live date).

Computronix PADD Professional Services:

Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$9,640
2.	Deployment to City Delivery and UAT environment	\$14,640
3.	Deployment to City Production environment \$5,000	\$5,000



	SERVICES SUB-TOTAL:	\$29,280
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POSSE Upgrade Professional Services:

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Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$19,500
2.	<ul style="list-style-type: none"> • Create upgrade plan and create sandbox databases (Marshal and POSSE) • Perform Oracle upgrade, POSSE Upgrade to 7.2.1 and then 7.3.x on the Computronix development sandbox Marshal and POSSE databases. • Upgrade applications (Outrider, POSSE Admin, Winchester Admin & Web sites, Process Server, etc.) • Upgrade CX Marshal and POSSE databases for the development and test environments and configure new features of POSSE 7.3.x (Delegation feature, Business groups for Access Groups) • Update City development Marshal and UAT environments. • Support UAT and fix any issues found for UAT. Up to one day of Product Team support if needed.	\$45,200
3.	Delivery, UAT, and Prod databases upgraded to POSSE 7.2 & 7.3, Production support refreshed from production environment.	\$11,500
SERVICES SUB-TOTAL:		\$76,200

All services described will be performed by Computronix in-house staff, no sub-contractors will be used to perform these services.

Section 7.0 Progress Report Requirements

Not less frequently than once in every month, Computronix shall submit invoices and/or itemized work documents to the City. The itemized work documents shall include, if applicable, the following information:

Names of Consultant personnel performing work

Dates of Project work

Location of Project work

Itemized costs set forth in this SOW, including identification of each employee who provided services during the period of the invoice and the number of hours for each such employee will be provided by Computronix standard Time Detail Report; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by the City; contractor staff member, authorized travel expenses with receipts, and receipts for authorized materials or supplies.

The percentage of Project completed with each set of invoices to allow the City's Project Manager to determine if Computronix is performing to expectations, is on schedule, is within funding limitations, and to also allow City's Project Manager to develop interim findings.

Incomplete or inaccurate invoices shall be returned to Computronix unapproved for correction.

All costs submitted to City must be specifically identified and supported with original receipts, invoices, or statements. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Section 6 of this Statement of Work.

By the twentieth day prior to the end of a new quarter (i.e., December 20, March 20, June 20, September 20), Computronix shall submit a Quarterly Report in a format reasonably acceptable to Riverside's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by Computronix as well as progress toward completion of tasks related to the Project for the prior quarter.

Section 8.0 Project Schedule

The period of performance of this project is approximately 7 months. The following is an example schedule which will be finalized with Riverside during the project planning stage of the project.

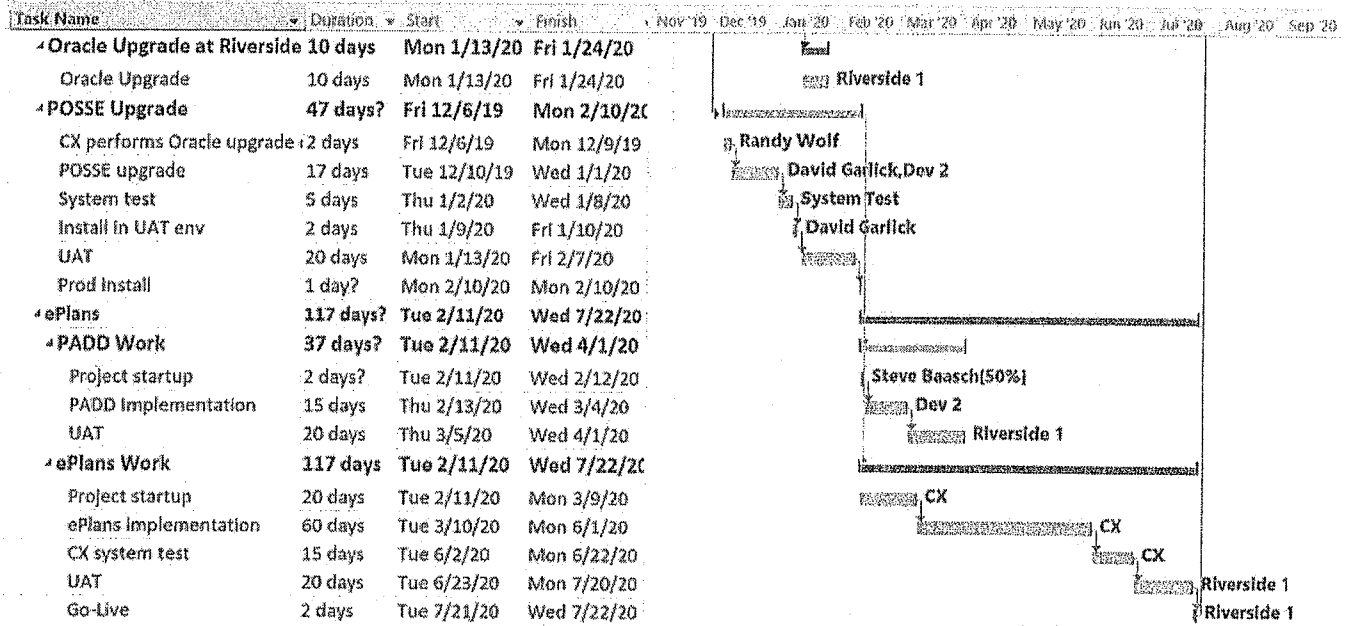


EXHIBIT "B"
COMPENSATION

Section 6.0 Project Cost Breakdown

Project Cost Breakdown

Computronix will provide an invoice of all milestones as they are rendered. Licensing fees, including the POSSE ePlans Module base license and the ePlans Named User subscriptions for users performing UAT, and 1st year maintenance will be payable upon approval of this SOW. The remaining ePlans Named User subscriptions shall be invoiced at Go-Live. All payments are due within 30 days of receipt of an invoice from Computronix. Our fixed fee for licensing fees and services for this engagement is not to exceed \$390,980. The fees are inclusive of all Computronix licensing and work needed to complete this effort.

Cost Summary:

- \$50,000 for POSSE ePlans Software Subscription Annual Support and Managed Hosting Services costs
- \$223,300 for POSSE ePlans Professional and training Services
- \$10,000 for the PADD Licensing Fee
- First year maintenance \$2,200 (may be prorated depending upon go-live date)
- \$29,280.00 for PADD implementation services
- \$76,200 for POSSE Upgrade implementation services to 7.2 and then to 7.3.x.

ePlans Annual POSSE ePlans Software Subscription:

- Annual software License Fee includes all Annual Support and Managed Hosting Services costs.
- Software License includes unlimited external authenticated users (i.e. City developers, customers, etc.).

Item No.	Description of Software Subscription	Unit Cost	FIXED ANNUAL COST
1.	1 – POSSE ePlans Module base license	\$30,000 per year	\$30,000 per year
2.	10 – POSSE ePlans Named Users (due at signing)	\$500 per Named User per year	\$5,000 per year
3.	30 – POSSE ePlans Named Users (due prior to go-live*)	\$500 per Name User per year (pro-rated*)	\$15,000 (pro-rated*)
TOTAL ANNUAL COST:			\$50,000 per year*

* Pricing for 30 POSSE ePlans Named Users, due prior to go-live will be co-termed to annual subscription renewal date. Specifically, if go-live is 7 months after signing, then the subscription will be pro-rated lower to only include 5 months of fees for remainder of 1st year.

POSSE ePlans Professional Services:

Item No.	Description of Services	Cost
1.	Planning, Fit-Gap Analysis	\$43,600
2.	Final City Site-Specific System Configuration <ul style="list-style-type: none"> ePlans will be integrated with the identified City permits as identified in "Section 4.0 – Overview of Scope" 	\$124,200
3.	Interfaces (no interfaces included in POSSE ePlans)	\$0
4.	Data Conversion from ProjectDox to POSSE ePlans system (no data conversion included in estimate)	\$0
5.	UAT Testing remote support, and On-Site "Go Live" Support	\$20,000
6.	On-site Pre-UAT ePlans usage training, based on the Delivered Site-Specific Solution, and ePlans Administration training <ul style="list-style-type: none"> As identified in "Section 4.0 – Overview of Scope" 	\$27,500
7.	On-Site End User ePlans usage training, based on the Delivered Site-Specific Solution.	\$8,000
SERVICES SUB-TOTAL:		\$223,300

PADD Licensing and Maintenance Fee:

- \$10,000 for PADD Licensing fee
- \$2,200 for First year maintenance fee (may be prorated depending upon go-live date).

Computronix PADD Professional Services:

Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$9,640
2.	Deployment to City Delivery and UAT environment	\$14,640
3.	Deployment to City Production environment \$5,000	\$5,000



	SERVICES SUB-TOTAL:	\$29,280
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POSSE Upgrade Professional Services:

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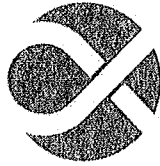
Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$19,500
2.	<ul style="list-style-type: none"> • Create upgrade plan and create sandbox databases (Marshal and POSSE) • Perform Oracle upgrade, POSSE Upgrade to 7.2.1 and then 7.3.x on the Computronix development sandbox Marshal and POSSE databases. • Upgrade applications (Outrider, POSSE Admin, Winchester Admin & Web sites, Process Server, etc.) • Upgrade CX Marshal and POSSE databases for the development and test environments and configure new features of POSSE 7.3.x (Delegation feature, Business groups for Access Groups) • Update City development Marshal and UAT environments. • Support UAT and fix any issues found for UAT. <p>Up to one day of Product Team support if needed.</p>	\$45,200
3.	Delivery, UAT, and Prod databases upgraded to POSSE 7.2 & 7.3, Production support refreshed from production environment.	\$11,500
	SERVICES SUB-TOTAL:	\$76,200

All services described will be performed by Computronix in-house staff, no sub-contractors will be used to perform these services.



EXHIBIT "C"

KEY PERSONNEL



COMPUTRONIX[®]

Riverside PTS Project Phase 3 Key Personnel

The following is the list of proposed Key Personnel for the Riverside PTS Project Phase 3 - ePlans implementation.

Operations Manager: Jeremy Harder

Phone: 1-720.962-6300 x1634

Email: jeremy.harder@computronix.com

Lori Bluemel – Account Manager

Phone: 1-720.962-6300 x1662 Cell: 720.962-1555

E-mail: lori.bluemel@computronix.com

Steve Baasch – Computronix Project Manager

Phone: (720) 453-1613

E-mail: steve.baasch@computronix.com

David Garlick – Computronix Technical Lead

Phone: (720) 962-6300 x1618

E-mail: david.garlick@computronix.com