

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this ___ day of _____, 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the City of Lee's Summit, MO ("Licensee" and "City") is effective as of _____ (the "Effective Date").

RECITALS

- A CityView and Licensee have entered into a Software License and Support Agreement on August 24, 2021 ("License Agreement"); as amended on _____, 2024
- B The City, as Licensee requires certain professional services to be provided for new Software Modules licensed under the License Agreement
- C CityView shall provide such services pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and CityView agree as follows:

1 DEFINITION

- 1.1 "Confidential Information" means the Software and all information or material that either party treats as confidential which is:
 - 1.1.1 Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,
 - 1.1.2 Known by the parties to be considered confidential or proprietary, or
 - 1.1.3 Which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.
- 1.2 Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;
 - 1.2.1 Was previously known to the receiving party as evidenced by its written records;
 - 1.2.2 Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or
 - 1.2.3 Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

2 CONFIDENTIALITY OBLIGATIONS

- 2.1 Each of the parties agrees:
 - 2.1.1 To maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;

- 2.1.2 Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- 2.1.3 Not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
- 2.1.4 Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- 2.1.5 To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

3 SERVICES

- 3.1 The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being licensed under the License and Support Agreement and which are more fully described in the Statement of Work. Previously licensed Software and Modules are not affected by this Agreement and the Statement of Work.

4 SCHEDULE OF WORK

- 4.1 Generally, CityView's implementation services bench is booked 90 – 120 days in advance. The City will be added to the schedule after the Agreement is executed.

5 DATA CONVERSION

- 5.1 In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

6 WARRANTY

- 6.1 Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.
- 6.2 The City shall diligently perform its duties under the Statement of Work.

- 6.3 **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE CITY “AS IS” AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
- 6.4 CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 6.5 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY’S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

7 PAYMENT

- 7.1 The City shall pay Vendor the amounts as detailed in the Statement of Work at the times detailed therein or as otherwise invoiced by Vendor. The non-payment of any invoice will permit the Vendor to suspend all further services upon the provision of notice to the City. Any suspension shall automatically suspend any required time frames of delivery in the Statement of Work and the Vendor shall be permitted to update at its discretion new delivery dates. Any suspension of services shall be lifted once the City has paid all outstanding invoices or other required payments. The Vendor shall act in a commercially reasonable manner when the Vendor updates all delivery dates in the Statement of Work. This section shall survive the termination of this Agreement.

8 PRICING

- 8.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView (“Trade Secret”). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one’s business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView’s policy that the pricing not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the pricing shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

9 REMEDIES

- 9.1 The City and the Vendor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the City’s remedies and the Vendor’s liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

10 LIMITATION OF LIABILITY

- 10.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY CITY PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- 10.2 IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11 INTENT

- 11.1 The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

12 REMEDIES

- 12.1 Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

13 FORMAL COMPLETION STATEMENT.

- 13.1 No later than thirty days past go-live of the software solution, the Customer shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial go-live this shall refer to the part of the solution that has gone live.

14 EXPIRATION

- 14.1 Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Statement of Completion from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.

15 TERMINATION

15.1 Events of Default. Each of the following events shall constitute an "Event of Default":

15.1.1 The Vendor shall fail to observe, perform or comply with any material term of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues fully uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.

15.1.2 The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.

15.2 Termination Upon Event of Default.

15.2.1 In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.

16 TERMINATION BY VENDOR

16.1 Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement.

17 PAYMENT UPON TERMINATION

17.1 Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

18 SURVIVAL

18.1 Sections [1](#), [2](#), [7](#), [8](#), [9](#), [10](#), [11](#), [12](#), [17](#) & [19](#) shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement.
Counterparts

18.2 This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

19 GOVERNING LAW

19.1 The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Missouri without reference to principles of conflict of laws. This section shall survive the termination of this agreement.

20 ENTIRE AGREEMENT

20.1 This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. The License and Support Agreement is a completely separate agreement and does not form part of this Agreement.

21 ASSIGNMENT

21.1 Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

22 SUCCESSORS AND ASSIGNS

22.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

23 SEVERABILITY

23.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

24 WAIVER

24.1 No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

25 ALLOCATION OF RISK

25.1 City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED

CityView Authorized Signature:

ACCEPTED

Customer Authorized Signature:

Print name: _____

Title: _____

Date: _____

Print name: _____

Title: _____

Date: _____

Statement of Work

The City of Lee's Summit, MO has been a valued customer since 2008, and through this Statement of Work intends to migrate to CityView Workspace. In addition, the City will purchase and implement CityView Electronic Plans Review, CityView MS Word Add-in, CityView MS Outlook Add-in, CityView EDMS (Sharepoint) Extension and the CityView Integration Server Public API. The City will also move from their current on-premise solution to CityView Hosting and Managed Services.

The City is currently licensed for CityView Property Information, Cashiering, Planning, Permits & Inspections, Licensing (Business and Contractor), Code Enforcement, with ArcGIS Server Mapping Extension and Microsoft Exchange Integration. The add-ons the City is licensed for include: CityView Portal for Permits & Inspections, Planning, Licensing and Code Enforcement, as well as CityView Mobile for Permits & Inspections and Code Enforcement. Add-ons are not impacted by the migration to CityView Workspace, but CityView Portal would be impacted by the implementation of Electronic Plans Review.

CityView will:

- Provide the licensing for CityView Electronic Plans Review, CityView MS Word Add-in, CityView Supported EDMS-Sharepoint Extension, CityView MS Outlook Add-in, CityView Integration Server Public API.
- The City already has Bluebeam Revu licenses but prior to or on the first renewal following execution of contract to implement Electronic Plans Review, the City will change their Revu maintenance provider to CityView and will be required to migrate to Bluebeam subscription model if not already migrated.
- Setup a development environment hosted at the same data center where the eventual Production and Test environment will be hosted. This will be the principal environment for data collection and process mapping, configuration, validation and refinement.
- Conduct a Remote Infrastructure Review so that the City's IT can be walked through the IT requirements of running CityView Workspace in our hosted environment.
- Conduct a remote Data Collection sessions (8 hours) for Electronic Plans Review, including 4 hours for each of the Building and Planning Departments. Sessions should be conducted with a maximum of 3 subject matter experts from each department. Deliverable: Scope Document for review and signature.
- Configuration of Electronic Plans Review according to CityView best practices. 4 letter templates are included (2 for Building and 2 for Planning). These may be existing RTF letters but they will need to be converted to MS Word format in that case. Some time is included for submittal checklist configuration in case the existing checklists are not suitable and need to be reconfigured. 2 custom workflows (or equivalently effort-intensive modifications to the existing workflows) are included, one for Building and one for Planning.
- 24 letter templates to be converted to MS Word format as part of the Workspace migration. The balance will be converted by the City's technical staff post go live, following 8 hours of Word Add-in training.
- Configuration of the CityView Supported EDMS-Sharepoint Extension for all existing CityView solutions. The City will be responsible for getting the documents moved from the CityView repository to SharePoint Online with associated meta data to allow CityView to retrieve the documents by Reference Number.
- Review the current property integration with the City's central parcel data and re-configure the property integration using CityView's property integration tool. CityView will load Parcel, Address, Owner, Structures

(buildings), Parent Parcels, Roads and Road Segments, Parks and Park Elements, Trails and Trail Landmarks, and Zoning as part of the property integration, subject to the availability of the data in the City's data source.

- 24 hours of Validation Training (remote). Sessions should be conducted with a maximum of 3 subject matter experts from each department who will then be responsible for testing their respective areas of the software.
- 116 hours of refinement time to bring the City's current configuration in-line with the needs of CityView Workspace. This is an estimate based on our amassed knowledge from performing other CityView Workspace migrations, the general age of the City's environment, and our knowledge of the original implementation.
- Provide assistance to the City when they setup the integration with SeeClickFix.
- Setup all new users with the City's Azure AD, migrate the permissions across from the City's old users to the new ones, and run scripts to convert any data in the system (such as PRPermit:EnteredBy, GNActivities:AssignedTo, etc.) so that they reference the new user IDs.
- The City's SMEs will undertake validation testing on CityView's OrionV data center, using CityView Workspace and CityView Portal. The scope of the validation feedback will be limited to the hours and scope documented unless the scope/time is increased through mutually agreed change order.
- Once testing and refinements are complete, a delivery will be made into the City's hosted TEST environment and a brief period of User Acceptance Testing (UAT) will be performed. Sign off will be required before any changes are delivered into Production.
- 40 hours of Workspace training plus 8 hours of Electronic Plans Review training. The 40 hours accounts for 5 different groups to be trained on CityView Workspace for 1 day each. The City has 69 concurrent licenses of CityView Desktop, so this should be enough but closer examination may reveal that more training days are required to break people into their proper functional groups, with a maximum session size of 10. 24 hours of contingency was added to this Statement of Work, which can be used for the extra Training, if required, or additional modifications to make improvements to Workspace or Portal usability that were not accounted for above.
- 3 days of go live facilitation. All departments will go live with CityView Workspace at the same time. Migrating to Workspace cannot be separated into multiple phases.
- Provide CityView Configuration Training: This course is focused on enabling users to configure, maintain and evolve their business process within the CityView environment. Concepts that will be covered include letter generation, maintaining your activity-based workflow, fee maintenance, holiday configuration, maintaining lookup values. Users will be able to:
 - Create and modify letters.
 - Create and modify fees.
 - Improve and evolve the activity workflow. Keep your system current by updating Lookup tables and creating and maintaining custom attribute fields

Assumptions and Exclusions:

- If the City wishes to have onsite user training and go live facilitation, an estimate of \$18,400 for Travel and expenses has been included. Travel and expenses will be invoiced as incurred and payable on a cost recovery basis, plus a travel time rate of \$100/hr. Due net 30 days.
- The assumption is the City is happy with their existing application types, work items, and other lookup values. Some time has been added to adjust submittal checklists for Electronic Plans Review purposes; however, no time has been included for reconfiguring application types, work items or other lookup values.

- The City's existing environment uses RTF letter templates, which are not fully supported in Workspace. This Statement of Work includes the purchase of the CityView Word Add-in, 8 hours of Word Add-in training for the City's technical staff, 24 letter template conversions to be undertaken by CityView, including 4 to support the Electronic Plans Review process, and 16 new letter templates will be configured by CityView. The City will identify 20 existing and 16 new letter templates other business-critical letters that CityView will convert to Word prior to Validation. The City will convert other letters post go live, or CityView can convert them under a separate change order.
- CityView will implement Electronic Plans Review according to its best practices and this may include necessary modifications to the Activities in the City's workflows (Planning and Permits & Inspections) between the start of the workflow and the end of the plans review process. Outside of that part of the workflow, the City should expect that no workflow modifications are being made as part of this project.
- No modifications to any of the existing reports, scheduled processes, or interfaces/integrations are included in this Statement of Work. If the City has built their own reports in CityView, these may be impacted by the migration. It will be the City's responsibility to fix any of their own reports if they no longer work following the migration.
- No modifications to existing Work Items, Fees, and Fee Calculations are included in this Statement of Work.
- The City will be responsible for moving any existing documents currently contained in the CityView repository to Sharepoint. Should the City require CityView's assistance, this will be done through a formal change order.
- No other configuration, customization or data conversion is included. This includes any customizations that the City may have made to their CityView Desktop environment using Application Builder. CityView will attempt to migrate customizations, or provide reasonable workarounds, but customizations may be deemed out of scope if they cannot be supported in CityView Workspace.
- All requirements will be evaluated during the data collection phase and the City will have the option to increase the scope of the project through the change order process prior to signing off the Scope Document.
- CityView Workspace requires an SSL certificate to be installed with Internet Information Services. When SSL is utilized, any other connected service such as ArcGIS map services and SSRS reports also needs to be SSL-enabled. Note: CityView now supports Esri secured map services.
- The City's Portal is already live; therefore, no custom style sheets (CSS) are included in this Statement of Work.
- Environment management and project management fee assumes a single-phased project.

Terms and Conditions

1 PAYMENT TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: CityView MS outlook Add-in CityView MS Work Add-in CityView Supported EDMS Extension CityView Electronic Plans Review CityView Integration Server Public API	CityView will: <ul style="list-style-type: none"> • Provide the licensing key for CityView Licenses 	\$67,400	Invoiced on execution of this Agreement and due net 30 days
Total Licensing		\$67,400	

Solution Implementation	Deliverables	Payment Milestone	Payment Terms
Remote Infrastructure Review	Remote review of client's hardware & software infrastructure as it relates to CityView hosting the solution. Provide questionnaire to customer for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.	\$1,560	Invoiced on delivery of infrastructure report, due net 30 days
Project Management/Project Kickoff	Project kick-off and confirmation of initial project plan. Ongoing management of all implementation services. Project Management is included based on the proposed scope of the project. Should delays by the customer occur, or scope changes result in the need for additional project management, time may be billed at \$195/hr upon authorization through the change control process.	\$33,540	50% due upon commencement of the project, 50% balance due upon scheduling of go-live.

<p>Environment Management</p>	<p>Setup of the development environment on CityView's hosting servers and deployment of the configuration/migration changes to the City's hosted Test and Production Environments</p>	<p>\$3,120</p>	<p>Invoiced on completion of setup on CityView's hosting servers and due net 30 days.</p>
<p>Configuration</p>	<p>Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.</p>	<p>\$49,335</p>	<p>50% invoiced upon commencement of the configuration and due net 30 days; and, 50% invoiced upon scheduling of the first review & validation session and due on or before the first review & validation session.</p>
<p>Property Integration (estimate to be confirmed upon review of the property integration requirements)</p>	<p>Initial Property Integration. Deliverable is CityView-hosted development environment ready for property integration validation testing.</p>	<p>\$8,970</p>	<p>Invoiced upon scheduling of the first review & validation session and due on or before the first review & validation session</p>
<p>Remote Review Sessions for Validation and Refinement</p>	<p>Remote review of the City's current configuration pertaining to the migration to CityView Workspace. In-scope configuration refinements arising out of validation sessions and subsequent testing. If it is determined that additional reviews are required outside what is stated in the Statement of Work, an estimate will be provided. Gather validation feedback. Identify in-scope vs. out of scope feedback. Implement any in-scope refinements arising out of the validation. Complete in-scope refinements arising from two week final client-acceptance testing. Deliverable is final, end-user-training-ready environment. Written acceptance by client is required.</p>	<p>\$45,630</p>	<p>50% invoiced on the first remote review session and due net 30 days; 50% invoiced upon delivery of environment for User Acceptance Testing and due net 30 days.</p>

Training (onsite unless otherwise specified)	5 days of hours of Workspace, 1 day of Electronic Plans Review training, 1 day of CityView MS Word Add-in training and 3 days of Configuration Training	\$23,546	Invoiced upon the first day of user training and due net 30 days
Onsite Go Live Facilitation	3 days of on site facilitation to provide over-the-shoulder guidance and training to users	\$7,069	Invoiced on the first day of Go Live Facilitation and due net 30 days.
Travel & Expenses	Budget for travel and related expenses for services to be conducted on customer's site (budget assumes 4 person trips and 18 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at cost of flights, accommodation and expenses plus \$65/weekday (\$110/weekend day) per diems & US\$100/h. travel time.	\$18,400	Invoiced and due as incurred
Total Services		\$191,170	

2 PROJECT ACCEPTANCE

- 2.1 After delivery of the configuration changes to the City's hosted Test environment, the City will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.
- 2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the hosted production environment. The City will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the City to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.
- 2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the City will continue with support through the Technical Support group.

3 CHANGE ORDER MANAGEMENT

- 3.1 To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.

- 3.2 A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or the City Project Teams.
- 3.3 The following steps will be followed with any changes to the baseline system:
- 3.3.1 The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources
- 3.3.2 The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and the City's Project Manager is required.
- 3.3.3 Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting

4 ISSUES AND PROBLEM RESOLUTION

- 4.1 An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.
- 4.2 The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to City Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.
- 4.3 Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.
- 4.4 Escalation Process:
- 4.4.1 CityView escalation levels in the order listed below:
- Project Manager
 - Manager, Client Services
 - VP, Professional Services
 - Executive Vice President

4.4.2 City escalation levels in the order listed below:

- Project Manager
- Director of IT
- City Manager