Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on 23 day of July , 2021, between Woolpert, Inc., 6100 Blue Lagoon Drive, Suite 440, Miami, FL 33126 ("Woolpert") and City of Port St. Lucie, a Florida municipal corporation ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Water and Wastewater Plants Cityworks AMS Implementation ("Project"), all as described below:

- 1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert's proposal.
- 2. Schedule: Client acknowledges that Woolpert has developed a project fee and will allocate resources to furnish and complete its scope of professional services based upon discussions with the Client which resulted in the agreed upon scope attached to this Agreement as Attachment B. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.
- 3. **Budget:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the agreed upon scope attached to this Agreement as Attachment B. Client understands that a modification to the budget may reasonably impact Woolpert's planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.
- 4. Fees: Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. If the project will be funded over separate fiscal years, the Client shall immediately notify Woolpert in writing in the event that the funding has not been approved/appropriated beyond the current fiscal year in which case Woolpert may terminate this Agreement for convenience point the that performance has exceeded approval/appropriation of funding. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a

- rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.
- 5. Insurance: Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of insurance required by the project that is beyond Woolpert's typical insurance program. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.
- 6. **Communication:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.
- 7. **Coordination:** Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.
- 8. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.
- 9. **Documentation:** Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.
- 10. **Issues:** Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and costefficiently as possible.
- 11. **GSA Contract**. This contract incorporates the terms of the Woolpert GSA Contract # GS-35F-0425P. Where appropriate the term customers shall mean the Client. In the event of a conflict between the terms of the GSA Contract and this Agreement, the terms of the GSA Contract shall govern.
- 12. **Public Records.** Woolpert understands that Client is a public entity whose records are available and open to the public for review and inspection. Wooolpert agrees to comply with public records laws, specifically to:
- A. <u>Keep and maintain public records required by the Client to perform the service.</u>

Woolpert Professional Service Agreement

- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the Client. Woolpert's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If Woolpert does not comply with the Client's request for records, Client shall enforce the provisions in accordance with the contract.
- E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Woolpert does not transfer the records to the Client.
- F. Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of Woolpert or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the contract, Woolpert shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Woolpert keeps and maintains public records upon the completion of the contract, Wolpert shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF WOOLPERT HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO WOOLPERT'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO
THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:

121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

- G. In the event that Woolpert <u>fails to provide the public</u> records to the Client within a reasonable time, Woolpert may also be subject to penalties under Section 119.10, Florida Statutes.
- 13. **Sovereign Immunity:** The parties agree that Client's liability in all instances shall be limited to the monetary limits set forth in Section 768.28, Florida Statutes. Nothing contained in this Agreement or related documents shall be deemed a waiver of the Client's sovereign immunity, whether by contract or by law.
- 14. Integration and Agreement: This Agreement, inclusive of the above referenced GSA Contract and any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. Attachments A, B, Terms and Conditions, and Woolpert's GSA Contract # GS-35F-0425P are incorporated herein by reference and expressly made part of this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Port St. Lucie:

Signed:

0	
Name:	
Title:	
Woolpert, Inc.:	(1)
Signed:	John to be
Name:	John Cestnick
Title:	Senior Associate, Project Manager

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or reexport of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction within the State of Florida.

Florida Projects: IN THE EVENT THAT THE PROJECT IS LOCATED, OR THE SERVICES ARE PERFORMED, IN THE STATE OF FLORIDA, PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR

Woolpert Professional Service Agreement



NEGLIGENCE IF WOOLPERT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS AGREEMENT AND ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS AGREEMENT.



Attachment A: Compensation

Woolpert's fee, inclusive of all labor and reimbursables, are provided in the following table. Work will be performed on a Firm Fixed Lump-Sum Fee basis, and project fees are based on a fifteen (15) month project schedule.

WBS	Task Name	Fees
	City of Port St. Lucie - Water and Wastewater Treatment Plant Implementation	\$561,758.70
PM	PROGRAM MANAGEMENT	\$97,980.00
Phase 1	PHASE 1: IMPLEMENTATION PLANNING	\$74,216.40
1.1	Project Kick-Off Meeting	\$8,061.50
1.2	Facilitate Pre-Planning Discovery	\$33,345.40
1.3	GIS Data Discovery	\$7,383.00
1.4	Provide Clientworks AMS Software Demonstrations	\$3,001.50
1.5	Conduct Clientworks AMS Life-Cycle Business Process Reviews	\$18,400.00
1.6	Phase 1 Quality Control Reviews and Support	\$4,025.00
Phase 2	PHASE 2: SYSTEM DESIGN AND CONFIGURATION	\$235,574.05
2.1	Develop and Deploy Vertical Asset Geodatabase	\$35,698.30
2.2	Develop Clientworks AMS Configuration Documentation	\$7,463.50
2.3	Facilitate Clientworks AMS Configuration	\$172,528.75
2.4	Review and Approval of System Configuration and Documentation	\$2,691.00
2.5	Facilitate Custom Dashboard Set Up	\$5,980.00
2.6	Phase 2 Quality Control Reviews and Support	\$11,212.50
Phase 3	PHASE 3: ADVANCED FUNCTIONALITY DEVELOPMENT AND CONFIGURATION	\$22,618.00
3.1	Design and Develop of Standard Clientworks AMS Reports (Time and Materials, NTE \$5,000)	\$5,000.00
3.2	Perform Data Conversion of Legacy SEMS Data	\$16,353.00
3.3	Phase 3 Quality Control Reviews and Support	\$1,265.00
Phase 4	PHASE 4: SYSTEM DEPLOYMENT	\$131,370.25
4.1	Provide Clientworks AMS Software Demonstrations	\$3,588.00
4.2	Develop User Acceptance Test Plans (UATP)	\$35,903.00
4.3	Facilitate User Acceptance Testing Training	\$3,680.00
4.4	Facilitate UAT in Development Environment	\$5,980.00
4.5	Develop and Test Cut-Over Plan in TEST Environment	\$11,281.50
4.6	Provide End-User Training	\$42,555.75
4.7	Provide Go-Live Support	\$22,172.00
4.8	Phase 4 Quality Control Reviews and Support	\$6,210.00

ADDITIONAL SERVICES / FEES

- This scope of work is based upon a fifteen (15) month project schedule. Project delays resulting in more than three (3) months of additional project schedule will require additional compensation for Project Management and administration services. For each one (1) month of project extension beyond the first three (3) months of additional schedule not caused by the fault of Woolpert, Woolpert will bill and the City will pay an additional \$3,500 per month for Project Management/administration fees. Any portion of a month will be billed on a prorated basis.
- Woolpert's current rate schedule for non-scoped implementation services offered on a Time & Material basis is listed in the following table. These rates are valid through December 31, 2022.

Resource Name	Hourly Rate
Program Manger	\$240.00
Project Manager	\$220.00
Senior Technical Specialist (Subject Matter Expert)	\$215.00
Group Manager (Team Leader)	\$184.00
Developer/Programmer (Senior)	\$175.00
Developer/Programmer (Junior)	\$150.00
Systems Analyst (Senior)	\$150.00
Systems Analyst (Junior)	\$125.00



Resource Name	Hourly Rate
Technical Writer	\$120.00
Clerical	\$70.00

Attachment B: Scope of Services

Client's Representative

• Name: Craig Haynes

• Company: City of Port St. Lucie

Address: 900 S.E. Ogden Ln., Port St. Lucie ,FL 34983

• Phone Number: (772) 344-4057

• Email address: CHaynes@cityofpsl.com

Woolpert's Contact

• Name: John Cestnick

• Address: 6100 Blue Lagoon Drive, Suite 440, Miami, FL 33126

Office Phone Number: 305.351.2936

• Email address: john.cestnick@woolpert.com

Services

The full Scope of Services is included within the following 32 pages.

City of Port St. Lucie, Florida
Water and Wastewater Plants
Cityworks AMS Implementation
Statement of Work
Version 03





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Quality

At Woolpert, quality is the cornerstone of our business. We invite your comments and suggestions for improving this document.

Trademarks

All brand names and product names are trademarks or registered trademarks of their respective companies.

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Document Change Control			
Date	Author	Version	Change Reference
2020.11.17	John Cestnick	1	Initial Draft
2021.03.04	John Cestnick	2	Edits based on client review comments
2021.07.20	John Cestnick	3	Edit based on client request. Additional project fees for PM and administration beyond three months is restricted to delays not caused by Woolpert (pg. 5)



General

Woolpert's Enterprise Asset Management System implementations are focused on delivering a comprehensive set of technology tools and asset management best practices that support our clients' planned asset sustainability performance objectives. We achieve our clients' objectives by first understanding their Implementation Vision and then defining the Planned Performance Management strategies to achieve the vision. We then design and deploy the Performance Management System

Applications required to support sustained Performance Management & Monitoring.

There are many related tasks and sub-tasks that must be properly executed to ensure a successful outcome of a high-value Enterprise Asset Management System deployment. Woolpert's project methodology fully addresses all aspects of this complex project and ensures all critical success factors are fully addressed in a logical order.

Services, and their associated deliverables, are categorized into four (4) major phases, as more fully detailed in the following sections. Completion of each phase (in order) will culminate with the execution of a Phase Acceptance and Close document signifying the Client's acceptance of the services rendered to date and authorization for Woolpert to proceed with work on the subsequent task.

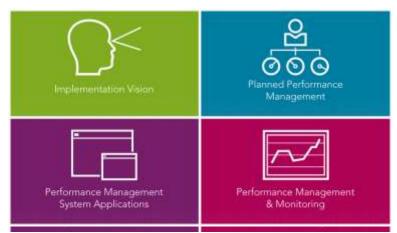


Figure 1: Enterprise Asset Management Implementation – Guiding Principles

Our project plan and associated budget and schedule were developed with the bounding assumptions below, which were based on discussions with Client staff.

The following Departments/Divisions will be implemented per this Statement of Work (Scope of Services):

- Water Treatment Plants (JEA WTP and Prineville RO & Lime WTP)
 - Operations
 - Maintenance
 - Wastewater Treatment Plants (Glade and Westport WWTP)
 - Operations
 - Maintenance

General Assumptions for the entire project:

- Unless otherwise specified within this Statement of Work, the Client will be responsible for the development and management of an ArcGIS/ArcSDE geodatabase and ArcGIS Server deployment and the population of said geodatabase with all asset records and associated attribute details.
- The Client is to identify and empower a Project Manager.
- The Client is to identify and empower (at least) one or two (1-2) power users from each of the user divisions (2 from JEA WTP, 2 from Prineville WTP, 2 from Glade WWTP, 2 from Westport WWTP, and 1-2 from GIS/IT) to be implemented for a total of seven to ten (7-10) power users and one project manager. This will constitute the Client Core Team. Additionally, other support members will be brought into the project from the support groups as necessary.
- Workshop participants will have the ability to connect to remote online workshops with computers equipped with microphones, speakers and cameras using internet connections suitable for online meetings.
- All Woolpert activities will be performed remotely except for those that are expressly identified as being "on-site."
- Woolpert will train up to sixty (60) Client users.



- This scope of work is based upon a fifteen (15) month project schedule. Project delays resulting in more than three (3) months of additional project schedule will require additional compensation for Project Management and administration services. For each one (1) month of project extension beyond the first three (3) months of additional schedule not caused by the fault of Woolpert, Woolpert will bill and the City will pay an additional \$3,500 per month for Project Management/administration fees. Any portion of a month will be billed on a prorated basis.
- This scope of work does not include any system integrations.
- Any change in Client project staff resulting in Woolpert having to repeat already provided services, or to provide
 support to the new Client project staff to integrate them into the project, is defined as additional services not included
 within this scope of work. Any additional services will need to be properly authorized by the Client per the contract
 agreement prior to being performed.

Program Management

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

- Initiation. project authorizations and expectations
- Planning. project definitions, objectives, deliverables, analysis of alternatives
- Execution. coordination of resources, quality management, product and service delivery

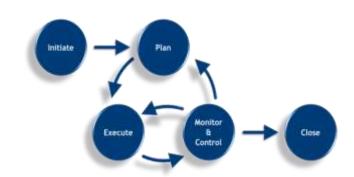


Figure 2: Project Life-Cycle Process Groups

- Monitoring and Controlling. monitoring and measuring to identify variances and initiate corrective actions
- Close-Out. acceptance of project deliverables and results

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

Task PM.1: Project Administration

Woolpert will provide the following project management services:

- Develop, in cooperation with the Client's project manager, a project plan and schedule;
- Proactively manage and update project plan and schedule, on a monthly basis, throughout the duration of the project. Project plan and schedule modifications will be facilitated upon common agreement between the Client and Woolpert in accordance with the issue control process detailed in the project plan;
- Coordinate project events with the Client's project manager and Woolpert team members;

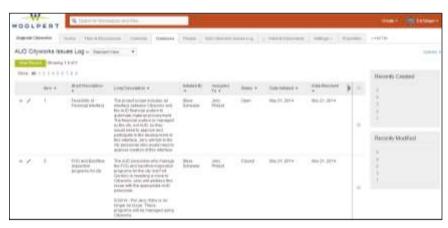


Figure 3: Woolpert's Project Collaboration Website



- Author, edit, review, and distribute project documentation and technical reports;
- Facilitate in-process review meetings with the Client's project manager, committees, management, and end-users throughout the duration of the project;
- Maintain a secure project collaboration web site to post project schedule details, in-process tasks and responsible parties, technical documentation, and project collaboration tools;
- Perform project administration (e.g. arrange travel, internal project updates); and
- Anticipate problem areas and propose and facilitate solutions.

Deliverables

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

Assumptions

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

Client Responsibilities

- Assemble a team of domain and technical experts and have representation of divisions / departments / work groups involved throughout each project phase
- Provide a point of contact for all project management issues and questions
- Client PM will review and comment on and accept draft project work plan within five days of document delivery
- Client PM will schedule appropriate internal staff and provide facilities for any on-site meetings and off-site conference calls
- Client PM will review and accept project status reports, or otherwise provide comments within five (5) days of receipt of status report delivery from Woolpert PM

Task PM.2: Project Schedule Coordination

Project schedule coordination and management will be performed using Microsoft Project software. Project schedules and tasks will be monitored and adjusted as needed, depending upon the Client's priorities and ability make its staff and facilities available at the appropriate times throughout the project. An updated project schedule delineating resources, scheduled tasks, and completed tasks will be maintained and

available to all Woolpert and Client project participants.

Deliverables

 Woolpert PM will provide the baseline and update schedule to the Client PM on a monthly basis

Assumptions

- Activities discussed in this section will begin upon Written Notice-to-Proceed from the Client PM
- Woolpert PM will develop the schedule using the Critical Path Methodology (CPM)
- Schedules required for internal review will be the responsibility of the Client PM

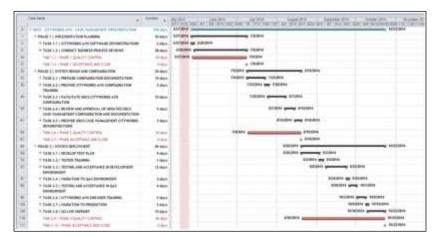


Figure 4: Microsoft Project Gantt Chart



Client Responsibilities

Client will review the project schedule on an on-going basis and provide feedback

Task PM.3: Project Manager Status Meetings

Woolpert will facilitate a regularly occurring status meeting. Woolpert's project manager will participate in regularly scheduled project status meetings with the Client's project manager and designees for the purpose of reviewing project issues including: 1) activities, action items, and deliverables completed to date; 2) activities, action items, and deliverables in process or scheduled; and 3) technical or contractual issues that require corrective action. Woolpert meeting participants will include Woolpert's project manager and ad hoc team members, as required. Client meeting participants will be as deemed necessary by the Client's project manager or as requested by Woolpert's project manager.

Deliverables

- Monthly project status reports upload to project website.
- Monthly remote project status meetings.

Assumptions

· The activities discussed in this section will begin upon written Notice-to-Proceed from the Client PM

Client Responsibilities

- Schedule appropriate internal staff and provide facilities for on-site meetings and off-site conference calls.
- Review and accept project status reports, or otherwise provide comments on same, within a reasonable time frame.
- Coordinate and schedule meeting attendees.

Task PM.4: Internal Coordination Meetings

The Woolpert Project Manager will facilitate regular internal coordination meetings to discuss tasks in process, scheduled tasks, and issues affecting a successful implementation. The Woolpert Project Manager will utilize these meetings to gather information from project team members required to manage on-going resource loading.

Deliverables

None

Assumptions

The activities discussed in this section will begin upon written Notice-to-Proceed is received from the Client PM

Client Responsibilities

None



Change Control

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

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

- Agreement to a Change Request signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
- Changes will be identified and communicated by/to the respective Project Managers by any of the prescribed communication channels. Change Requests may be introduced via verbal conversation or other form of communication but must be supported by the appropriate CCN document.
- All CCN's will be signed by both the Client and Woolpert Project Managers to indicate acceptance of the changes.

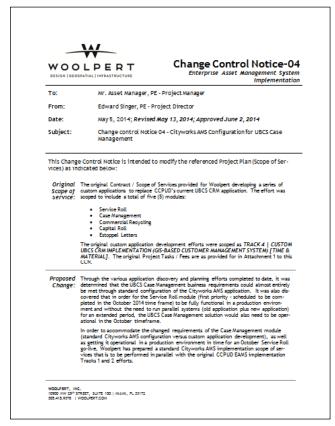


Figure 5: Sample Change Control Notice

All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and
approving Change Requests, as any delays to work in progress caused by a CCN may impact the overall project schedule
and budget.

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

The following workflow diagram graphically depicts the above detailed process:



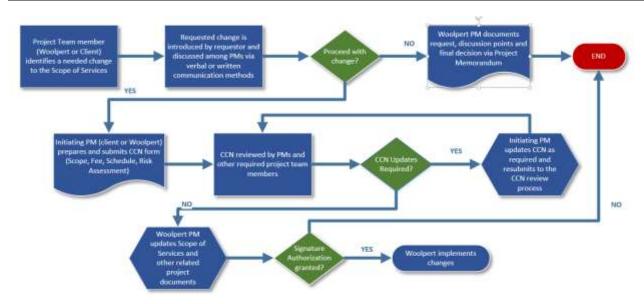


Figure 6: Change Control Process

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

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



Technical Approach

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

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

Each of the five phases, depicted in the following Implementation Phase diagram, are presented in detail in the subsequent sections of this Statement of Work document. (NOTE: Phase 5: Extended Support, is not included within this scope of work.)



Figure 7: Implementation Phases

Phase 1. Implementation Planning

Key Implementation Planning (Phase 1) Deliverables

- Project kick-off meeting
- Asset Management Software Solution Demonstrations
- Business Process Workflow Alignment

The Implementation Planning tasks are performed for the purpose of verifying / establishing and documenting a clear purpose for the Cityworks AMS implementation. Woolpert will facilitate a number of Pre-Planning discovery tasks comprised of a desktop audit of pertinent asset management data, followed by a series of discovery workshops designed to identify, validate, and document levels-of-service and key asset management program metrics that we will need to configure the solution to support. In those instances where the Client does not yet have well-defined performance metrics, the Woolpert Core Team will provide some examples of quality metrics that the Client can start with and grow into as use of the system matures over time.

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

Additionally, as part of Woolpert's continuous knowledge transfer and change control efforts, we provide a series of software demonstrations to the Client team early in the process. This early introduction to the system imparts a level of understanding among those Client team members that will be asked to make design and configuration decisions. This is the first of many software demonstrations that will be used throughout our implementation process.



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

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

Task 1.1. Project Kick-Off Meeting

Upon written Notice to Proceed, Woolpert's Project Manager will work with the Client's Project Manager to schedule a Project Kick-Off Meeting. The kick-off meeting will address the following topics:

- Project management protocols for stakeholders,
- The Client's implementation goals and objectives,
- Client-Owned source documentation necessary to support the project,
- Critical path schedule milestones,
- Scope and schedule questions that the Client stakeholders may have.

Development of the kick-off meeting agenda is the joint responsibility of the Woolpert PM and Client PM. Woolpert PM will prepare a draft agenda for the kick-off meeting and submit to the Client for comment. Woolpert PM will incorporate comments and distribute the kick-off agenda to Woolpert's team and the Client's PM.

Related Sub-Tasks are as follows:

Related Sub-Tasks are as follows:		
WBS	Task Name	
1	PHASE 1: IMPLEMENTATION PLANNING	
1.1	Project Kick-Off Meeting	
1.1.1	Woolpert to Prepare Kick-Off Meeting Agenda	
1.1.2	Woolpert to Submit Kick-Off Meeting Agenda to Client PM	
1.1.3	Woolpert to Prepare for Kick-Off Meeting	
1.1.4	1.1.4 Facilitate Project Kick-Off Meeting	
1.1.4.1	Woolpert to Facilitate Project Kick-Off Meeting (Conf-Call)	
1.1.5	Woolpert to Prepare Kick-Off Meeting Notes	
1.1.6	Woolpert to Submit Kick-Off Meeting Notes to Client PM	
1.1.7	Client PM to Review and Approve Kick-Off Meeting Notes (Client-Owned Task)	

Deliverables

- Woolpert PM will provide the project kick-off meeting agenda to the Client PM in advance of the scheduled kick-off meeting
- Woolpert will facilitate a remote kick-off meeting, expecting to last no longer than three (3) hours
- Woolpert PM will provide the kick-off meeting minutes uploaded to the Project SharePoint site following the completed kick-off meeting

Assumptions

None

Client Responsibilities

Client PM will coordinate and schedule meeting attendees



Task 1.2. Facilitate Pre-Planning Discovery

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

Ultimately, this pre-planning discovery opportunity is used to engage the Client's management team and technical leads to define the target asset performance measures that the implemented Cityworks AMS will be required to support. By clearly articulating the implementing organization's implementation vision



Performance Management Roadmap

and aligning this with the corporate policies and goals, strategies, and objectives, Woolpert will be able to establish the desired "to-be" position at the very on-set of the project. Woolpert will then compare requirements to the Client's current asset management strategy baseline to define the outstanding measures that need to be implemented as part of the overall project. This will clearly establish the "roadmap" our project team and the Client's project participants will utilize to navigate the design, configuration, and deployment phases of the project. Performance Management Roadmap, above illustrates how the pre-implementation planning discovery is used to align implementation goals and objectives and establish the requisite implementation road map.

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

Related Sub-Tasks are as follows:

NBS	Task Name
1.2	Facilitate Pre-Planning Discovery
1.2.1	Prepare Request for Information (RFI)
1.2.2	Submit RFI to Client PM
1.2.3	Client PM to Facilitate Data Gathering Process and Provide Data to Woolpert (Client-Owned Task)
1.2.4	Woolpert to Perform Desktop Audit of City-Provided Information
1.2.5	Woolpert to Prepare for Discovery Workshops
1.2.6	Woolpert to Facilitate Discovery Workshops
1.2.6.1	Water Operations (Conf-Call)
1.2.6.2	Water Maintenance (Conf-Call)
1.2.6.3	Wastewater (Conf-Call)
1.2.7	Woolpert to Document Workshop Findings
1.2.8	Woolpert to Submit Draft Implementation Discovery Documents (Technical Memorandum) to Client PM
1.2.9	Client to Review Draft Implementation Discovery Technical Memorandum and Provide Feedback to Woolpert
	(Client-Owned Task)
1.2.10	Woolpert to Facilitate Remote Review Meetings with Client's Core Team (Conf-Call)
1.2.11	Woolpert to Update the Draft Implementation Discovery Technical Memorandum Based on Client Feedback



WE	SS	Task Name	
	1.2.12	2.12 Woolpert to Submit Updated Implementation Discovery Technical Memorandum to Client PM	
	1.2.13	Client to Review and Approve Implementation Discovery Technical Memorandum (Client-Owned Task)	

Deliverables

- Woolpert will prepare a Request for Information and submit it to the Client PM
- Woolpert will perform a desktop review of the data provided by the Client
- Woolpert will facilitate a series of remote discovery workshops
- Woolpert will document the workshop discussions and findings in a Technical Memorandum to support Cityworks AMS implementation and submit it to the Client PM
- Woolpert will facilitate a remote review with the Client Core Team to review the contents of the Cityworks AMS Technical Memoranda.
- If necessary, Woolpert will update the Technical Memorandum and submit to the Client PM for review and approval

Assumptions

Client workshop attendees will actively participate in the workshops without undue interruption

Client Responsibilities

- Client PM will facilitate the data gathering process to collect the information detailed in the Woolpert's RFI, and deliver the material to Woolpert no later than seven (7) business days prior to the pre-discovery workshops
- Client PM will schedule the Client workshop attendees
- Client PM and Client Core Team members will review the Technical Memoranda and provide feedback to Woolpert PM within five (5) business days
- Client PM will provide the Woolpert PM with a formal approval of the Technical Memoranda document

Task 1.3. GIS Data Discovery

As a separate task, Woolpert will prepare a Request for Information (RFI) to gather data pertaining to the Water and Wastewater Plant's assets that would need to be included within an Esri GIS geodatabase. Woolpert will submit the RFI as early in the project as possible, then allowing the Client two (2) weeks to gather and deliver any and all appropriate information. Once received from the Client, Woolpert systems analyst will perform a desktop review of the information allowing them to begin formulating a strategy for the development of the necessary Esri GIS geodatabase.

Related Sub-Tasks are as follows:

WBS		Task Name
	1.3	GIS Data Discovery
1	1.3.1	Prepare Request for Information (RFI)
1	1.3.2	Submit RFI to Client PM
1	1.3.3	Client PM to Facilitate Data Gathering Process and Provide Data to Woolpert (Client -Owned Task)
1	1.3.4	Woolpert to Perform Desktop Audit of Collected Information

Deliverables

- Request for Information
- · Desktop review of received information

Assumptions

The Client will provide the RFI data to Woolpert within ten (10) business days

Client Responsibilities

• Client PM will coordinate the gathering and delivery of the RFI data to Woolpert



Task 1.4. Provide Cityworks AMS Software Demonstrations

Woolpert will facilitate two (2) remote software demonstrations for the purpose of introducing the Client's project team members to the core functionality and features of the Cityworks AMS application. For many of the Client's project team members, this will be their first exposure to the new Cityworks software. These demonstrations will provide an initial overview of the features and functions of the new software and will serve as a basis of on-going software training and knowledge transfer that will increase in frequency and complexity as the project progresses through the subsequent design, configuration and deployment phases.

Upon completion of the demonstrations, Woolpert will work with the Client's identified AM System Administrator to establish Sandbox logins for each identified project team member so that they may log into the system at their leisure to further explore the Cityworks workflows and capabilities.

Related Sub-Tasks are as follows:

WBS	Task Name	
1.4	Provide Cityworks AMS Software Demonstrations	
1.4.1	Woolpert to Prepare Cityworks AMS Software Demonstration Agenda	
1.4.2	Woolpert to Submit Software Demonstration Agenda to Client PM	
1.4.3	Woolpert to Prepare for Cityworks AMS Software Demonstrations	
1.4.4 Woolpert to Facilitate Cityworks AMS Software Demonstrations		
1.4.4.1	Remote Demonstration #1 (Conf-Call)	
1.4.4.2	Remote Demonstration #2 (Conf-Call)	

Deliverables

- Woolpert will demonstrate the Cityworks AMS software twice (2) remotely (once for the Water Plant and once for the Wastewater Plant), and record and deliver each of the demonstrations to the project SharePoint site.
- The Cityworks AMS software demonstrations will each be one to two (1-2) hours in duration.

Assumptions

Woolpert will tailor the software demonstrations for the Water and Wastewater Plant industry.

Client Responsibilities

• Client PM will schedule and accommodate the appropriate Client Core Team staff such that they are available, without undue interruption, for the demonstration.

Task 1.5. Conduct Cityworks AMS Life-Cycle Business Process Reviews

Woolpert will facilitate a series of remote Business Process Review workshops with Client staff for aligning application workflows with the Client's various EAMS business processes.

Woolpert has developed a standard set of "best practice" workflow templates to facilitate the understanding of work management life cycles. Woolpert will tailor the workflow templates to accommodate the Client's "planning, scheduling, and execution" workflows.

The objectives of the business process reviews are three-fold:

- 1) Provide Woolpert with a deep understanding of the Client's desired work/asset management work flows / business processes,
- 2) Provide Client Core Team participants with a deeper understanding of the impending business process improvements introduced by the planned Cityworks AMS solution, and
- 3) Establish asset life-cycle management and work management workflows in the context of the Client's asset management strategies and as supported by the Cityworks AMS functional and technical capabilities.

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



1. Initiation

4. Scheduling

7. Emergency Work

2. Screening

5. Assignment

8. QA Review & Completion

3. Planning

6. Performance

Along with the workflows, the Woolpert Project Manager will introduce the use of the following items:

- Work order statuses
- Priority levels and how to calculate level of importance
- Multiple domains versus single domain
- On-Hold Reasons (reasons why work order / inspection performance might be delayed, such as awaiting parts, awaiting available crews, etc.;)
- Job progress tracking and reporting for work orders throughout their lifecycle (how factors relate to establishing a work management environment that moves from reactive maintenance to a more proactive maintenance position)

Also, as part of these workshop discussions, the Woolpert Project Manager will expand upon the discussions of Levels of Service, asset performance measures, and specialized reporting requirements to identify key custom data fields for configuration.

Related Sub-Tasks are as follows:

WBS	Task Name
1.5	Conduct Cityworks AMS Life-Cycle Business Process Reviews
1.5.1	Woolpert to Prepare Business Process Review Agenda
1.5.2	Woolpert to Submit Business Process Review Agenda to Client PM
1.5.3	Woolpert to Prepare for Business Process Review Workshops
1.5.4	Woolpert to Facilitate Business Process Review Workshops
1.5.4.1	Global Business Processes (Conf-Call)
1.5.4.2	Water Plant Operations (Conf-Call)
1.5.4.3	Water Plant Maintenance (Conf-Call)
1.5.4.4	Wastewater Plant Operations (Conf-Call)
1.5.4.5	Wastewater Plant Maintenance (Conf-Call)
1.5.5	Woolpert to Document Business Process Review Workshop Findings
1.5.6	Woolpert to Submit Draft Workflow Documentation to Client PM
1.5.7	Client Core Team to Review Draft Workflow Documentation and Provide Feedback to Woolpert (Client-Owned Task)
1.5.8	Woolpert to Facilitate Remote Review Meetings with Client's Core Team (Conf-Call)
1.5.9	Woolpert to Update Workflow Documentation Based on Client Feedback

Deliverables

- Woolpert will facilitate a series of remote Business Process Review Workshops as follows:
 - Global Business Processes (for up to one half (.5) days)
 - Water Plant Operations (for up to one half (.5) days)
 - Water Plant Maintenance (for up to one half (.5) days)
 - Wastewater Plant Operations (for up to one half (.5) days)
 - Wastewater Plant Maintenance (for up to one half (.5) days)
- Woolpert will document the outcome of the workshops in the form of Business Process Review Technical Memorandum and submit it to the Client PM for review, comments, and approval
- Woolpert will facilitate one (1) remote review meeting, up to two (2) hours in duration, with the Client Core Team to review the Business Process Review Technical Memorandum



Assumptions

• The remote workshops will be facilitated over a span of two weeks

Client Responsibilities

- Client PM will schedule and accommodate the appropriate Client project participants such that they are available, without undue interruption, for the required workshops
- Client PM will combine feedback and provide one formal written submittal to the Woolpert PM for Business Process Review Technical Memorandum updates
- · Client PM will provide written approval of the Business Process Review Technical Memorandum to the Woolpert PM

Task 1.6. Phase 1 Quality Control

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

Task 1.7. Phase 1 Acceptance and Close

This is the Phase exit document that the Client project manager signs indicating Woolpert has delivered the Phase 1 services in accordance with the Scope of Work and Project Plan. Certain Phase 2, 3, and 4 activities will begin prior to Phase 1 sign-off, due to the critical schedule of this implementation.

Phase 2. System Design and Configuration

Using the "road map" developed in Phase 1 as our guide, the Woolpert Team will lead the Client's project team through the Cityworks configuration tasks. The end result of Phase 2 activities will be a fully configured AM solution – deployed to the Client's development environment – that is ready to undergo User Acceptance Testing.

The first series of tasks involves the development of an Esri GIS geodatabase as the asset repository for the plant asset data. The Cityworks software requires that asset data be stored within an Esri GIS geodatabase. Woolpert will lead the Client through a series of discussions using existing GIS models as examples to finalize a GIS schema design. Once finalized, Woolpert will assist the Client to upload asset data into the schema to then be tested and reviewed by both the Client and Woolpert team members.

Woolpert will continue with configuration activities utilizing data and information gathered in Phase 1 to develop a set of configuration documents. Woolpert will use the configuration documents to perform the initial configuration and will deploy to development. This initial configuration will be deployed prior to the configuration review workshop to be used for obtaining feedback, refining configuration and providing a tangible opportunity for knowledge transfer. Woolpert will then facilitate a series of focused review workshops to fine tune the system ahead of user acceptance testing.

Phase 2 will continue with the development of Cityworks Inbox dashboards which will be configured to meet requirements set at the user group level. These dashboards are critical for routing work through the organization as status is updated and for conveying information needed for day-to-day decision making.

Task 2.1: Develop and Deploy Vertical Asset Geodatabase

The purpose of this task and sub-tasks is to establish the asset repository that will be used by the AMS. This task includes the validation, data loading and testing of the vertical asset geodatabase. Other key goals of this task are to establish the working level of asset in the geodatabase based on asset hierarchy and available data.

The first series of tasks involves the development of an Esri GIS geodatabase as the asset repository for the plant asset data. Woolpert will present to the Client project team a variety of GIS geodatabase designs used by other Woolpert clients, ensuring to explain various pros and cons of each design. Once a design is selected by the Client team, Woolpert will assist with modifying the design to fit the assets of the Client's plants. Once the Esri GIS data schema is finalized and accepted, Woolpert will work with the Client to import existing asset data into the Esri GIS data schema then deploy the newly developed vertical asset geodatabase to the Client's Cityworks Development environment.



Related Sub-Tasks are as follows:

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WBS	Task Name
2.1	Develop and Deploy Vertical Asset Geodatabase
2.1.1	Gather Existing Vertical Models and Preparation
2.1.1.1	Woolpert to Review Existing Assets from Legacy System
2.1.1.2	Woolpert to Gather Examples and Prepare for Workshops
2.1.2	Facilitate Vertical Asset Geodatabase Design Review Workshop
2.1.2.1	Woolpert to Prepare Vertical Asset Geodatabase Design Review Workshop Agenda
2.1.2.2	Woolpert to Submit Vertical Asset Geodatabase Design Review Workshop Agenda to Client PM
2.1.2.3	Woolpert to Prepare for Vertical Asset Geodatabase Design Review Workshop
2.1.2.4	Woolpert to Facilitate Vertical Asset Geodatabase Design Review Workshop
2.1.2.4.6	Vertical Asset Geodatabase Design Review Workshop #1 (Conf-Call)
2.1.2.4.5	Vertical Asset Geodatabase Design Review Workshop #2 (Conf-Call)
2.1.2.4.4	Vertical Asset Geodatabase Design Review Workshop #3 (Conf-Call)
2.1.2.4.3	Vertical Asset Geodatabase Design Review Workshop #4 (Conf-Call)
2.1.2.4.1	Vertical Asset Geodatabase Design Review Workshop #5 (Conf-Call)
2.1.3	Review and Approve Vertical Asset Geodatabase Design
2.1.3.1	Woolpert to Update Vertical Asset Geodatabase Design Based on Workshop Outcomes
2.1.3.2	Woolpert to Submit Updated Vertical Asset Geodatabase Design to Client PM
2.1.3.3	Client Technical Team to Review Updated Vertical Asset Geodatabase Design (Client-Owned Task)
2.1.3.4	Woolpert to Facilitate Remote Review Meetings (Conf-Call)
2.1.3.5	Woolpert to Update Vertical Asset Geodatabase Design Documents Based on Client Feedback
2.1.3.6	Woolpert to Submit Updated Vertical Asset Geodatabase Design Documents to Client PM
2.1.3.7	Client PM to Review and Approve Final Vertical Asset Geodatabase Design Documents (Client-Owned Task)
2.1.4	Populate Vertical Asset Geodatabase and Deploy to Client DEV GIS Environment
2.1.4.1	Woolpert to Populate Physical Vertical Asset Geodatabase
2.1.4.2	Woolpert to Deploy Vertical Asset Geodatabase to Client's DEV GIS Environment
2.1.4.3	Woolpert and Client to Jointly Test Deployed Vertical Asset Geodatabase
2.1.4.4	Woolpert to Update Vertical Asset Geodatabase Deployment per Test Results

Deliverables

- Woolpert will facilitate up to six (6) remote vertical asset geodatabase design workshops, each to be no longer than three (3) hours in duration.
- Woolpert will provide a DRAFT vertical asset geodatabase design documentation (Esri personal geodatabase format).
- Woolpert will facilitate a remote review meeting of the geodatabase design documentation up to three (3) hours in duration.
- Woolpert will update and submit a FINAL geodatabase design documentation based on feedback obtained from the remote review meeting.
- Woolpert will populate the FINAL vertical asset geodatabase with data provided by the client and will assist in deploying it to the development environment
- Woolpert will support client testing and quality control of the populated geodatabase
- Woolpert will update the data load and schema as required by the results and feedback obtained through testing

Assumptions

- Woolpert's activities will be performed remotely.
- The remote meetings will be conducted over a period of two weeks.
- Client GIS administrator will provide all required access and credentials to perform the geodatabase deployment.



- Client GIS administrator will be an active participant in all tasks and sub-tasks but primarily the documentation review, data loading, geodatabase deployment, testing and approval.
- Woolpert will attempt to load the Client asset data into the FINAL geodatabase no more than two (2) times. If the data load fails after two attempts (due to the cleanliness of the data or other factors attributed to Client responsibilities), it will then be the Client's responsibility to load the asset data into the geodatabase.

Client Responsibilities

- Client PM will schedule and accommodate the appropriate Client project participants such that they are available, without undue interruption, for the required workshops.
- Client Core Team to review the geodatabase documentation and provide feedback to the Client PM
- Client PM will combine feedback and provide one formal written submittal to the Woolpert PM for geodatabase schema updates.
- Client PM will provide written approval of the vertical asset geodatabase and documentation to the Woolpert PM
- The Client will be responsible for preparing asset data into a format that is clean, consistent, and in a way that can be imported into the FINAL geodatabase.

Task 2.2: Develop Cityworks AMS Configuration Documentation

Woolpert will compile the asset management data gathered and documented through the multiple workshops and other related project meetings completed project-to-date (pre-planning discovery) and distill this information into a System Configuration Document. The System Configuration Document, consisting of standard Cityworks AMS system elements, as well as the customized details required to support the Client's specific asset management program assists the configuration of the Cityworks AMS system such that it is specific to the Client's EAMS requirements.

Related Sub-Tasks are as follows:

WBS	Task Name
2.2	Develop Cityworks AMS Configuration Documentation
2.2.1	Woolpert to Develop Draft Cityworks AMS Configuration Documentation
2.2.2	Woolpert to Submit Draft Cityworks AMS Configuration Documentation to Client PM
2.2.3	Client Core Team to Review Draft Cityworks AMS Configuration Documentation and Provide Feedback to Woolpert (Client-Owned Task)
2.2.4	

Deliverables

- Woolpert will develop and deliver the initial draft Cityworks AMS configuration documentation (MSExcel and MSWord documents).
- Woolpert will facilitate one (1) remote review meeting, up to two (2) hours in duration, with the Client's Core Team.

Assumptions

- All tasks will be performed remotely.
- The System Configuration Document includes standard Cityworks AMS documentation that is required for this specific scope of services.

Client Responsibilities

- Client Core Team will review the prepared Draft System Configuration Document
- Client Core Team will participate in the remote review meeting.

Task 2.3: Facilitate Cityworks AMS Configuration

Woolpert will facilitate the Core Cityworks Configuration through a series of three (3) rounds of remote configuration review workshops. Woolpert will pre-configure the system using information and data obtained during Phase 1 as well as industry best practices. This pre-configured system will be demonstrated for the core Core Team and used to obtain additional detail



required to tailor the solution for the Client. The workshops and subsequent remote review sessions will provide an iterative and collaborative configuration of all Cityworks AMS components.

Following each round of workshops, Woolpert will use the information gained to update the Configuration Document as well as to make updates and modifications to the system configuration. Following a review of the modifications made, the Client Core Team will be required to use the configurated Cityworks software to become familiar with the added functionality. This will aid in system training and knowledge transfer to the Core Team members, and will inevitably lead to more production workshops to complete the system configuration.

The workshops will address:

- **Domains**. This is the security architecture that determines how employees, work orders and other asset maintenance management information can be shared across organizational boundaries.
- **Employee Hierarchy**. Determines security protocols for each user of the system as well as practical grouping of employees for assignments to work orders, inspections, and service requests (e.g. crews).
- Work Orders. Templates for each of the type of maintenance activities that will be performed on each asset in the system.
- Inspections. Templates for each of the type of observation activities that will be performed on each asset in the system.
- Tasks. Individual work items associated with a work order. For example, a motor repair my involve various Tasks for pump Lock-out Tag-out, electricians, mechanics to remove and repair the motor, then electricians to reassemble and restore power.
- Materials Hierarchy. Organization and rules for items that are used to repair assets. Examples of materials are things such as pipes and meters.
- **Equipment Hierarchy**. Organization and rules for items that are utilized to complete a work order but are not consumed. Examples are items such as backhoes, vehicles, vacuum trucks, etc.
- **Service Requests**. Templates for requests for service. Many times maintenance activities are initiated starting with a service request whose purpose is to determine if a work is necessary or not.
- Reporting. Current or future expected reports will be discussed and designed.
- Projects. Projects to be managed within the Cityworks AMS software
- **User Group Dashboards**. Dashboards will be configured to enhance the user experience with the software by providing a status based interface to track work activities as they progress

Related Sub-Tasks are as follows:

WBS	Task Name
	Facilitate Cityworks AMS Configuration
2.3.1	Pre-Configure Cityworks AMS
2.3.1.1	Woolpert to Perform Initial Cityworks AMS Configuration (using RFI data)
2.3.1.2	Woolpert to Update Cityworks AMS Configuration Documentation
2.3.2	Round 1 Configuration Workshops
2.3.2.1	Woolpert to Prepare Cityworks AMS Configuration Agenda
2.3.2.2	Woolpert to Submit Cityworks AMS Configuration Agenda to Client PM
2.3.2.3	Woolpert to Prepare for Cityworks AMS Configuration Workshops
2.3.2.4	Woolpert to Facilitate Cityworks AMS Configuration Workshops (Water Plant)
2.3.2.4.1	Water Plant Operations, Rnd1, Workshop#1 (Conf-Call)
2.3.2.4.2	Water Plant Operations, Rnd1, Workshop#2 (Conf-Call)
2.3.2.4.3	Water Plant Operations, Rnd1, Workshop#3 (Conf-Call)
2.3.2.4.4	Water Plant Maintenance, Rnd1, Workshop#1 (Conf-Call)
2.3.2.4.5	Water Plant Maintenance, Rnd1, Workshop#2 (Conf-Call)
2.3.2.4.6	Water Plant Maintenance, Rnd1, Workshop#3 (Conf-Call)
2.3.2.5	Woolpert to Prepare Cityworks Functionality Familiarization Documents - 101 (Round 1)
2.3.2.6	Woolpert to Submit Cityworks Functionality Familiarization Documents - 101 (Round 1)



WBS	Task Name
_	Woolpert to Escilitate Remote Paview of Cityworks Functionality Familiarization Documents with Water Plant
2.3.2.7	Core Team (Conf-Call)
2.3.2.8	Woolpert to Update Water Plant Configuration Documentation (Round 1)
2.3.2.9	
2.3.2.10	Water Plant Core Team to Become Familiarized With System Using 101 Document (Client-Owned Task)
2.3.2.11	
2.3.2.11.1	Wastewater Plant Operations, Rnd1, Workshop#1 (Conf-Call)
2.3.2.11.2	Wastewater Plant Operations, Rnd1, Workshop#2 (Conf-Call)
2.3.2.11.3	Wastewater Plant Operations, Rnd1, Workshop#3 (Conf-Call)
2.3.2.11.4	Wastewater Plant Maintenance, Rnd1, Workshop#1 (Conf-Call)
2.3.2.11.5	Wastewater Plant Maintenance, Rnd1, Workshop#2 (Conf-Call)
2.3.2.11.6	Wastewater Plant Maintenance, Rnd1, Workshop#3 (Conf-Call)
2.3.2.12	Woolpert to Prepare Cityworks Functionality Familiarization Documents - 101 (Round 1)
2.3.2.13	Woolpert to Submit Cityworks Functionality Familiarization Documents - 101 (Round 1)
22244	Woolpert to Facilitate Remote Review of Cityworks Functionality Familiarization Documents with Wastewater
2.3.2.14	Plant Core Team (Conf-Call)
2.3.2.15	Woolpert to Update Wastewater Plant Configuration Documentation (Round 1)
2.3.2.16	Woolpert to Perform Wastewater Plant Configuration in Development Environment (Round 1)
2.3.2.17	Wastewater Plant Core Team to Become Familiarized With System Using 101 Document (Client-Owned Task)
2.3.3	Round 2 Configuration Workshops
2.3.3.1	Woolpert to Prepare Cityworks AMS Configuration Agenda
2.3.3.2	Woolpert to Submit Cityworks AMS Configuration Agenda to Client PM
2.3.3.3	Woolpert to Prepare for Cityworks AMS Configuration Workshops
2.3.3.4	Woolpert to Facilitate Cityworks AMS Configuration Workshops (Water)
2.3.3.4.1	Water Plant Operations, Rnd2, Workshop#1 (Conf-Call)
2.3.3.4.2	Water Plant Operations, Rnd2, Workshop#2 (Conf-Call)
2.3.3.4.3	Water Plant Maintenance, Rnd2, Workshop#1 (Conf-Call)
2.3.3.4.4	Water Plant Maintenance, Rnd2, Workshop#2 (Conf-Call)
2.3.3.4.5	Water Plant Respond/Storeroom, Workshop#1 (Conf-Call)
2.3.3.4.6	Water Plant Respond/Storeroom, Workshop#2 (Conf-Call)
2.3.3.5	Woolpert to Prepare Cityworks Functionality Familiarization Documents - 101 (Round 2)
2.3.3.6	Woolpert to Submit Cityworks Functionality Familiarization Documents - 101 (Round 2)
2.3.3.7	Woolpert to Facilitate Remote Review of Cityworks Functionality Familiarization Documents with Client (Conf-Call)
2.3.3.8	Woolpert to Update Water Plant Configuration Documentation (Round 2)
2.3.3.9	Woolpert to Perform Water Plant Configuration in Development Environment (Round 2)
2.3.3.10	Water Plant Core Team to Become Familiarized With System Using 101 Document (Client-Owned Task)
2.3.3.11	Woolpert to Facilitate Cityworks AMS Configuration Workshops (Wastewater)
2.3.3.11.1	Wastewater Plant Operations, Rnd2, Workshop#1 (Conf-Call)
2.3.3.11.2	Wastewater Plant Operations, Rnd2, Workshop#2 (Conf-Call)
2.3.3.11.3	Wastewater Plant Maintenance, Rnd2, Workshop#1 (Conf-Call)
2.3.3.11.4	Wastewater Plant Maintenance, Rnd2, Workshop#2 (Conf-Call)
2.3.3.11.5	Wastewater Plant Respond/Storeroom, Workshop#1 (Conf-Call)
2.3.3.11.6	Wastewater Plant Respond/Storeroom, Workshop#2 (Conf-Call)
2.3.3.12	Woolpert to Prepare Cityworks Functionality Familiarization Documents - 101 (Round 2)
2.3.3.13	Woolpert to Submit Cityworks Functionality Familiarization Documents - 101 (Round 2)



WBS	Task Name
2.3.3.14	Woolpert to Facilitate Remote Review of Cityworks Functionality Familiarization Documents with Client (Conf-Call)
2.3.3.15	
2.3.3.16	Woolpert to Perform Wastewater Plant Configuration in Development Environment (Round 2)
2.3.3.17	Wastewater Plant Core Team to Become Familiarized With System Using 101 Document (Client-Owned Task)
2.3.4	Round 3 Configuration Workshops
2.3.4.1	Woolpert to Prepare Cityworks AMS Configuration Agenda
2.3.4.2	Woolpert to Submit Cityworks AMS Configuration Agenda to Client PM
2.3.4.3	Woolpert to Prepare for Cityworks AMS Configuration Workshops
2.3.4.4	Woolpert to Facilitate Cityworks AMS Configuration Workshops
2.3.4.4.1	Water Plant Operations, Rnd3 (Conf-Call)
2.3.4.4.2	Water Plant Maintenance, Rnd3 (Conf-Call)
2.3.4.4.3	Water Plant Respond/Storeroom (Conf-Call)
2.3.4.4.4	Wastewater Plant Operations, Rnd3 (Conf-Call)
2.3.4.4.5	Wastewater Plant Maintenance, Rnd3 (Conf-Call)
2.3.4.4.6	Wastewater Plant Respond/Storeroom (Conf-Call)
2.3.4.5	Woolpert to Prepare Cityworks Functionality Familiarization Documents - 101 (Round 3)
2.3.4.6	Woolpert to Submit Cityworks Functionality Familiarization Documents - 101 (Round 3)
2.3.4.7	Woolpert to Facilitate Remote Review of Cityworks Functionality Familiarization Documents with Client (Conf-Call)
2.3.4.8	Woolpert to Update Configuration Documentation (Round 3)
2.3.4.9	Woolpert to Perform Configuration in Development Environment (Round 3)

Deliverables

- Woolpert will deploy pre-configured Cityworks AMS solution to the Client's development environment which will be based on industry best practices and Phase 1 findings
- Woolpert will facilitate up to three (3) rounds of remote configuration workshops. Each round will address:
 - Water Plant Operations
 - Water Plant Maintenance
 - Wastewater Plant Operations
 - Wastewater Plant Maintenance
- Woolpert will update the System Configuration Document and the Cityworks system configuration following each round of workshops, resulting in a fully configured Cityworks AMS system ready for use for both Water and Wastewater Plants.

Assumptions

- Woolpert's activities will be performed remotely.
- The Client Cityworks Administrator shall provide Woolpert with access and credentials to deploy the pre-configured AMS solution to the development environment.

Client Responsibilities

- Client PM will schedule and accommodate the appropriate Client project participants such that they are available, without undue interruption, for the required workshops.
- Client Core Team to review the configured solution following the workshop over a period no longer than ten (10) business days and provide feedback to the Client PM
- Client PM will combine feedback and provide one formal submittal to the Woolpert PM for document updates.
- Client PM will provide written approval of the EAMS configuration and documentation to the Woolpert PM.



Task 2.4: Review and Approval of System Configuration and Documentation

Woolpert will submit the updated Configuration Documentation to the Client for review as well as deploy updates from the configuration workshops and Client's system review. The Client's project manager and Core Team members will undertake an internal review of the system and documentation, providing pertinent feedback to Woolpert. Upon completion of this task, Woolpert will have delivered a comprehensive set of configuration documents, updated to reflect the current as-is core system configuration. There will be additional opportunities to fine tune the system in future project phases up to and including the final / accepted configuration documents delivered just prior to Go-Live.

Related Sub-Tasks are as follows:

WBS		Task Name
	2.4	Review and Approval of System Configuration and Documentation
	2.4.1	Woolpert to Submit Updated Cityworks AMS Configuration Documentation to Client PM
	2.4.2	Client Core Team to Review Updated Cityworks AMS Configuration Documentation and Provide Feedback to Woolpert (Client-Owned Task)
	2.4.3	Woolpert to Facilitate Remote Review Meetings with Client's Core Team (Conf-Call)
	2.4.4	Woolpert to Update the Cityworks AMS Configuration Documentation Based on Client Feedback
	2.4.5	Woolpert to Submit Updated Cityworks AMS Configuration Documentation to Client PM
	2.4.6	Client to Review and Approve Cityworks AMS Configuration Documentation (Client-Owned Task)

Deliverables

- Woolpert will submit updated configuration documentation to the Client's PM.
- Woolpert will deploy system configuration updates to the Client's development environment.
- Woolpert will facilitate a remote review meeting with the Client's Core Team.
- Woolpert will update the configuration and documentation based on the outcome of the Client review and re-submit the updated documentation to the Client's PM.

Assumptions

• The Client PM will ensure that the necessary team members review and understand the configuration and documentation.

Client Responsibilities

- Client Core Team to review the configured solution following the workshop over a period no longer than ten (10) business days and provide feedback to the Client PM.
- Client PM will combine feedback and provide one formal submittal to the Woolpert PM for configuration updates.
- Client PM will provide written approval of the EAMS system configuration and documentation to the Woolpert PM.

Task 2.5: Facilitate Custom Dashboard Set Up

The Cityworks interface centers upon users quickly and easily creating and locating work activities that are relevant to their respective role within the organization. The mechanism for tracking work activities is the user inbox. Woolpert will create custom inbox dashboards for user groups defined in prior phases of the project. The inbox set up will allow for work activities to be tracked through workflows based on triggers such as activity description, location/facility, status and responsible individual.

Related Sub-Tasks are as follows:

WBS	Task Name
2.5	Facilitate Custom Dashboard Set Up
2.5.1	Woolpert to Configure Template Dashboards

Deliverables

 Woolpert will deploy custom inbox dashboards, based upon work group and individual roles, to the Client's development environment.



Assumptions

The Client PM will ensure that the necessary team members review and provide feedback on the custom inbox dashboards.

Client Responsibilities

- Client Core Team to review the deployed dashboards and provide any necessary comments to the Client PM.
- Client PM will combine feedback and provide one formal submittal to the Woolpert PM for inbox dashboard updates.
- Client PM will provide written approval of the updated inbox dashboards to the Woolpert PM.

Phase 2 Quality Control Task 2.6:

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

Phase 2 Acceptance and Close

This is the Phase exit document that the Client project manager signs indicating Woolpert has delivered the Phase 2 services in accordance with the Scope of Work and Project Plan. Certain Phase 3 and 4 activities will begin prior to Phase 2 sign-off, due to the critical schedule of this implementation.

Phase 3. Advanced Functionality Development and Configuration

Key Advanced Functionality Development and Configuration (Phase 3) Deliverables

- Standard Cityworks AMS Reports
- **SEMS Data Set Migration**

Phase 3 tasks are undertaken to deliver the advanced AM system functionality required to deliver robust Enterprise Asset Management capabilities. Completion of Phase 3 tasks will result in the development of standard Cityworks reports and the migration of existing historical SEMS work management data.

When all of the above tasks are completed and the advanced functionality has been tested and deployed to the Production environment, the Client's asset management team will have all of the data sets, application tools, and business process workflows

needed to support advanced asset management and begin to move the organization to a position of proactive asset sustainability.

Design and Develop Custom Cityworks AMS Reports Task 3.1:

This Task will be performed on a time and materials basis not to exceed \$5,000 for all related sub-tasks.

Woolpert will catalog all the necessary reports learned throughout document discovery, workshops, and other various project meetings. Once the reports have been prioritized, Woolpert's implementation / report development team will subsequently deploy as many of the identified reports as possible within the allocated budget. Woolpert will utilize a combination of Crystal Reports and SQL Server Reporting Services to configure and deploy the resultant reports. The reports will be reviewed with Client staff through a series of in-process development reviews. Woolpert will incorporate requested changes into the reports.

Related Sub-	Related Sub-Tasks are as follows:		
WBS	Task Name		
3.1	3.1 Design and Develop of Standard Cityworks AMS Reports (Time and Materials, NTE \$5,000)		
3.1.1	Install Standard AMS Reports		

Deliverables

Woolpert will develop as many reports as can be achieved within the allocated budget of five thousand dollars (\$5,000) inclusive of discovery, development, review and deployment sub-tasks.

Assumptions

None



Client Responsibilities

- Provide a prioritized list of reports for development consideration.
- Participate in the remote in-process review meetings

Task 3.2: Perform Data Conversion of Legacy SEMS Data

The Client has identified that the existing SEMS work management data sets will need to be migrated from their current legacy system into the new AM System database. In support of these efforts, Woolpert will facilitate a series of remote data migration workshops with Client subject matter experts to review and analyze the data set (SEMS work orders).

Woolpert will document the workshop findings in the form of a Field Mapping Document and submit a draft to the Client project manager for review. Upon the Client's completed review of the document, Woolpert will facilitate a remote review meeting to address the comments. Woolpert will then update the Field Mapping Document and provide a copy to the Client project manager.

Once the final Field Mapping Document is agreed upon, Woolpert will work with the Client technical staff to undertake the tasks necessary to move the data sets from the existing SEMS database and prepare them for loading into the new enterprise asset management databases. It will be the Client's responsibility to extract the source data sets and provide them to Woolpert for transforming and loading into the new AM System database. Once Woolpert receives the data from the Client, Woolpert will perform a number of tests on the data sets, checking for data cleanliness, completeness, relevancy, and conformance to the standards established in the data conversion plan. The Client project manager will be notified of any non-conforming data that needs to be scrubbed and re-submitted.

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

Related Sub-Tasks are as follows:

WBS	Task Name
3.2	Perform Data Conversion of Legacy SEMS Data
3.2.1	Data Migration Development
3.2.1.1	Woolpert to Prepare Workshop Agendas
3.2.1.2	Woolpert to Facilitate Data Migration Workshops
3.2.1.2.1	Source 1 (SEMS) Dataset Review #1 (Conf-Cal)
3.2.1.2.2	Source 1 (SEMS) Dataset Review #2 (Conf-Cal)
3.2.1.3	Data Migration Mapping
3.2.1.3.1	Woolpert to Develop Data Migration Field Mapping Document
3.2.1.3.2	Woolpert to QAQC Data Migration Field Mapping Document
3.2.1.3.3	Woolpert to Submit Data Migration Field Mapping Document to Client
3.2.1.3.4	Client to Review and Provide Feedback on Data Migration Field Mapping Document (Client-Owned Task)
3.2.1.3.5	Woolpert to Update and Submit Data Migration Field Mapping Document
3.2.1.3.6	Client to Review and Approve Data Migration Field Mapping Document (Client-Owned Task)
3.2.1.4	Develop and Test Migration Scripts
3.2.1.4.1	Woolpert to Develop Data Load Scripts
3.2.1.4.2	Client to Extract and Cleanse Legacy Data (Client-Owned Task)
3.2.1.4.3	Woolpert to Load Legacy Data
3.2.1.4.4	Woolpert to Facilitate Remote Review of Loaded Data (Conf-Call)
3.2.1.4.5	Woolpert to Modify Load Scripts
3.2.1.4.6	Client to Re-Extract and Cleanse Legacy Data (Client-Owned Task)
3.2.1.4.7	Woolpert to Load Legacy Data
3.2.1.4.8	Woolpert to Update Scripts
3.2.2	Data Migration Deployment



WBS	Task Name
3.2.2.1	Load Data for User Acceptance Testing (UAT)
3.2.2.1.1	Client to Extract and Cleanse Legacy Data for UAT (Client-Owned Task)
3.2.2.1.2	Woolpert to Load Legacy Data for UAT
3.2.2.1.3	Woolpert to Modify Load Scripts per UAT Feedback
3.2.2.2	Load Data for End-User Training (EUT)
3.2.2.2.1	Client to Extract and Cleanse Legacy Data for EUT (Client-Owned Task)
3.2.2.2.2	Woolpert to Load Legacy Data for EUT
3.2.2.2.3	Woolpert to Modify Load Scripts per EUT Feedback
3.2.2.3	Load Data for Go-Live
3.2.2.3.1	Client to Extract and Cleanse Legacy Data for Go-Live (Client-Owned Task)
3.2.2.3.2	Woolpert to Load Legacy Data for Go-Live

Deliverables

- Woolpert will facilitate a series of remote data review workshops, over a one (1) week period, to review and analyze the SEMS data sets.
- Woolpert will prepare a draft Field Mapping Document and submit to the Client project manager.
- Woolpert will facilitate a remote Field Mapping Document review meeting, up to two (2) hours in duration, with the Client technical team.
- Woolpert will update the Field Mapping Document based on the outcome of the review meeting and re-submit to the Client project manager.
- Woolpert will develop a fully tested Extract, Transform, and Load (ETL) process documented and ready to be used for a final data loading at system go-live.

Assumptions

- All data to be converted will be provided to Woolpert in an appropriate digital format.
- All data scrubbing and prep work will be performed by the Client.
- All data will have appropriate primary and foreign key relationships.
- All related data will have appropriate feature IDs capable of tying it to asset features in the AM System/GIS databases.
- Only two iterations of data migration will be performed. Should Client's failure to provide properly scrubbed data sets, per the migration specifications, require additional iterations, this work will be performed via Scope Change Order.

Client Responsibilities

- Perform all data prep, scrubbing, and extraction of data from source databases.
- Review and comment upon the Field Mapping Document.

Task 3.3: Phase 3 Quality Control

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

Task 3.4: Phase 3 Acceptance and Close

This is the Phase exit document that the Client project manager signs indicating Woolpert has delivered the Phase 3 services in accordance with the Scope of Work and Project Plan. Certain Phase 4 activities will begin prior to Phase 3 sign-off, due to the critical schedule of this implementation.



Phase 4. System Deployment

Key System Deployment (Phase 4) Deliverables

- Configured Solution
 Demonstrations
- User Acceptance and Testing (UAT) Plan
- Tester Training
- UAT Support
- End-User Training
- Go-Live Support

Once the Cityworks AMS solution has been configured, along with any critical related tasks (inventory management, data migration), there are still a number of critical tasks that must be completed before the solution is placed into a production environment. Woolpert will lead the Client's Core Team through a series of related deployment tasks that will ensure a fully tested and accepted solution as well as a Client team of fully trained system administrators and end users ready to put the system to use on a daily basis.

Woolpert will assist the Client system administrators in developing a thorough Testing and Acceptance Plan, designed to step the configured solution through all of the technical and functional requirements that the system was configured to support. Following acceptance of the test plan, Woolpert will facilitate a series of Tester Training classes for the Client's selected testing team. Immediately

upon completion of this training, the Client's testing team will execute the User Acceptance Testing program in accordance with the plan. While it is the Client's responsibility to assemble a testing team and manage the testing procedures in-house, Woolpert staff will be made available to provide remote assistance.

Once the system testing has been completed, and all configuration updates have been made, Woolpert will then deliver the required end-user training. This training will be scheduled and delivered "just in time", immediately prior to the Go-Live activities to ensure system administrators and end users are prepared to adopt and embrace the new technology solutions right out of the gate. Depending upon the number of different divisions and the number of system users, the training classes may be staggered to support a staggered Go-Live schedule – our objective here is to not overwhelm the Client team with too much change too quickly.

The final deployment task is for Woolpert to assist the Client system administrators in migrating the solution from the Development / Testing environment to a live Production environment and provide on-site Go-Live support for the first week that the new system is being placed into productive use.

Task 4.1: Provide Cityworks AMS Software Demonstrations

After completion of the core Cityworks AMS configuration, and approval of the updated configuration documentation, Woolpert will provide two remote full Cityworks demonstrations to Client project participants and stakeholders. Each demonstration will be up to two (2) hours in duration in order to review the configuration in depth and answer any questions. At the end of these meetings, it is anticipated that there may be some minor requested changes to the system configuration. Woolpert will make those configuration updates to the Cityworks environment and update the configuration documentation, as required.

Related Sub-Tasks are as follows:

WBS	Task Name
4.1	Provide Cityworks AMS Software Demonstrations
4.1.1	Woolpert to Prepare for Cityworks AMS Solution Demonstrations
4.1.2	Woolpert to Facilitate Cityworks AMS Solution Demonstrations
4.1.2.1	Water Plant Demonstration (Conf-Call)
4.1.2.2	Wastewater Plant Demonstration (Conf-Call)

Deliverables

- Woolpert will provide two (2) remote Cityworks demonstrations (one for Water Plants, one for Wastewater Plants). Each demonstration will last up to two (2) hours in duration.
- Woolpert will record each demonstration and make the recording available to the Client PM.

Assumptions

• All activities will be performed remotely.



Client Responsibilities

• Client PM will coordinate and schedule demonstration participants.

Task 4.2: Develop User Acceptance Test Plans (UATPs)

The focus of system testing efforts is to thoroughly test the newly configured Cityworks solution and ensure all delivered functionality (application workflows, templates, reports) are properly functioning.

Woolpert will take the lead on developing a User Acceptance Test Plan (UATP). The UATP will derive its focus from the previously prepared Configuration documents. Functional metrics that the Cityworks AMS configurations must successfully achieve prior to being promoted to the Client's production environment will be defined. Additionally, test scenarios designed to step Client Testers through the User Acceptance Testing (UAT) process will be developed as part of this UATP. Final UATP contents will be per common agreement between the Client testing team and Woolpert and will serve as the "script" for testing and approving the system configuration. The UATP will address the AMS functionality specified and configured per the Project Plan and Configuration Document.

Related Sub-Tasks are as follows:

WBS	Task Name
4.2	Develop User Acceptance Test Plans (UATP)
4.2.1	Woolpert to Develop Cityworks AMS UATP
4.2.1.1	Core Cityworks AMS Solution
4.2.2	Woolpert to Submit Draft Cityworks AMS Solution UAT Plans to Client PM
4.2.3	Client Core Team to Review Draft Cityworks AMS Solution UAT Plans and Provide Feedback to Woolpert (Client-Owned Task)
4.2.4	Woolpert to Facilitate Remote Review Meeting with Client's Core Team (Conf-Call)
4.2.5	Woolpert to Update Draft Cityworks AMS Solution UAT Plans Based on Client Feedback
4.2.6	Woolpert to Submit Updated Draft Cityworks AMS Solution UAT Plans to Client PM
4.2.7	Client to Review and Approve Cityworks AMS Solution UAT Plans (Client-Owned Task)

Deliverables

- Woolpert will prepare and deliver the DRAFT User Acceptance Test Plan (UATP) (MS Word format) to the Client PM.
- Woolpert will facilitate a remote review meeting, up to three (3) hours in duration with the Client's testing team.
- Woolpert will update the UATP per the results of the review meeting and re-submit as FINAL to the Client's PM.

Assumptions

- The UATP will be developed per common agreement between the Client and Woolpert.
- The Client will provide end to end processes and scenarios to be incorporated into test plans (*client developed process testing might be developed in MS Excel*)

Client Responsibilities

- The Client's project manager and members of the testing team must thoroughly review and understand the UATP.
- The Client's project manager will compile and document any workflows or scenarios that are operation critical that should be incorporated into test plans

Task 4.3: Facilitate User Acceptance Testing Training

It will be the responsibility of the Client to select several Core Team members who will conduct testing of the newly configured Cityworks solution. In order to effectively test the system in accordance with the UATP, training will be provided to these endusers. Training will be facilitated remotely over a five (5) day period. The training will include the following:

Training Course 1 – Cityworks AMS / Work Management (Water Plant)
 Training Course 2 – Cityworks AMS / Work Management (Water Plant)
 Training Course 3 – Cityworks AMS / Work Management (Wastewater Plant)
 Training Course 4 – Cityworks AMS / Work Management (Wastewater Plant)
 2 hours
 2 hours



- Training Course 5 Cityworks AMS Respond
- Training Course 6 Cityworks Storeroom

2 hours

2 hours

Related Sub-Tasks are as follows:

WBS	Task Name
4.3	Facilitate User Acceptance Testing Training
4.3.1	Woolpert to Prepare User Acceptance Testing Training Agendas
4.3.2	Woolpert to Submit User Acceptance Testing Training Agendas to Client PM
4.3.3	Woolpert to Prepare for User Acceptance Testing Training
4.3.4	Woolpert to Provide User Acceptance Testing Training
4.3.4.1	Water Plant Training Course 1 (Conf-Call)
4.3.4.2	Water Plant Training Course 2 (Conf-Call)
4.3.4.3	Wastewater Plant Training Course 3 (Conf-Call)
4.3.4.4	Wastewater Plant Training Course 4 (Conf-Call)
4.3.4.5	Cityworks AMS Respond Training Course 5 (Conf-Call)
4.3.4.6	Cityworks AMS Storeroom Training Course 6 (Conf-Call)

Deliverables

- Woolpert's Project Manager will deliver the necessary training materials (MS Word format) to the Client's project manager.
- Woolpert will facilitate the remote Tester Training, as detailed above, over a five-day period.

Assumptions

- The Client understands that failure to properly prepare and ensuring adequate available training resources will result in the Woolpert/Client training team being unable to provide the required training to the Client testers.
- The Client understands that failure to properly prepare for and participate in the training sessions will significantly impact the Client testing team's ability to effectively make use of the configured AM System application.

Client Responsibilities

- Distribute training materials to the Client testing team prior to the scheduled training sessions.
- Ensure that all Core Team members performing system testing has adequate computer skills, hardware and software to properly participate in remote training.
- The Client's project manager and testing team must thoroughly review and understand the training syllabus developed by Woolpert.
- Schedule and accommodate the appropriate Client testing team members such that they are available, without undue interruption, for the required training sessions.

Task 4.4: Facilitate User Acceptance Testing in Development Environment

Once the UATP has been approved by all parties and the tester training has been delivered, the Client testing team will undertake the UAT activities defined within the UATP – and only those activities defined within the UATP. Woolpert will provide remote ad-hoc support during Client-Owned testing activities. Additionally, upon the completed testing, and at specific intesting milestones defined within the plan, Woolpert will make the required configuration updates / modifications / corrections to achieve testing acceptance.

Client testers will "step" the AM System configurations through the test scripts defined within the UATP. The test scenarios will be marked as either "pass" or "fail" with appropriate notes and screen shots provided to Woolpert for resolution. Testing and related configuration updates will continue until acceptable performance is achieved as defined within the UATP. During testing, a regular scheduled phone meeting will be held to review issues and resolutions.

Related Sub-Tasks are as follows:



WBS	Task Name
4.4	Facilitate UAT in Development Environment
4.4.1	Woolpert to Provide UAT Support
4.4.2	Woolpert to Facilitate Updates to the Cityworks AMS Solution Configuration Based on UAT Results

Deliverables

- Woolpert will provide remote UAT support over the course of up to three (3) consecutive business days.
- Woolpert will update the AM System configuration based on UAT results.
- Woolpert will update the configuration documentation based on UAT results and updated configuration.

Assumptions

Client UAT efforts will remain focused on the scripts and criteria defined in the UATP.

Client Responsibilities

- Set-up and administer adequate testing facilities.
- Manage the testing process.
- Coordinate and schedule testing participants.
- Testing participants will actively participate in testing activities over a maximum three (3) day period (if needed).
- Compile and deliver testing results to Woolpert.

Task 4.5: Develop and Test Cut-Over Plan in TEST Environment

The Client will have water and wastewater utilities already using Cityworks AMS prior to the plant go-live activities. Any system updates require a coordinated effort to define the process for deploying and testing updates ahead of making those updates to the PRODUCTION environment.

In this task, Woolpert will develop and deliver a draft cutover plan for the Client to review. Woolpert will facilitate a plan review and make updates as necessary. Woolpert will then work with the Client's Cityworks Administrator to execute the cutover plan to the Client's TEST environment and assist stakeholders system-wide in testing their respective configurations. This "dry-run" will work out any kinks in the plan and mitigate risk inherent with go-live.

Related Sub-Tasks are as follows:

WBS	Task Name	
4.5	4.5 Develop and Test Cut-Over Plan in TEST Environment	
4.5.1	Develop Cut-Over Plan	
4.5.1.1	Woolpert to Develop Draft Cut-Over Plan	
4.5.1.2	Woolpert to Submit Draft Cut-Over Plan to Client PM	
4.5.1.3	Client Core Team to Review Draft Cut-Over Plan (Client-Owned Task)	
4.5.1.4	Woolpert to Facilitate Remote Review Meeting with Client Core Team (Conf-Call)	
4.5.1.5	Woolpert to Update Draft Cut-Over Plan Based on Client Feedback	
4.5.2	Perform Cut-Over Activities in Client TEST Environment	
4.5.2.1	Client to Replicate Existing PROD Environment in TEST (Client-Owned Task)	
4.5.2.2	Woolpert to Migrate Configured Applications and Databases to Client's TEST Environment	
4.5.2.3	Woolpert to Perform System Tests in Client's TEST Environment and Correct as Required	
4.5.2.4	Woolpert to Review Cut-Over Results and Update Cut-Over Plan as Appropriate	

Deliverables

- Woolpert will develop and deliver a draft cutover plan using Woolpert standard technical memo format.
- Woolpert will facilitate at remote review meeting of the cutover plan.
- Woolpert will make updates to the cutover plan and deliver to the Client's Project Manager.



- Woolpert will execute the cutover plan to the Client's TEST environment with the assistance of the Client's Cityworks Administrator.
- Woolpert will assist in system-wide testing and make any corrections to the configuration and cutover plan that are required.

Assumptions

- The Client PM will facilitate communication with citywide Cityworks stakeholders as required.
- The Client's Cityworks Administrator will be available to assist with the execution of the cutover plan.
- The Client PM will be responsible for coordinating stakeholder feedback from citywide stakeholders.

Client Responsibilities

- The Client PM will coordinate the internal review of the cutover plan and will compile feedback for delivery to Woolpert.
- The Client PM will coordinate and ensure that all stakeholders are included in plan review, system testing and feedback cycles of the TEST deployment.
- The Client PM will provide written acceptance of the cutover plan before the project proceeds to the next tasks.

Task 4.6: Facilitate End-User Training

(NOTE: THIS SCOPE OF SERVICES ASSUMES THAT THIS TASK WILL INCLUDE ON-SITE SUB-TASKS. SHOULD THIS NOT BE POSSIBLE DUE TO THE COVID-19 PANDEMIC (OR ANY OTHER UNFORESEEN REASONS), WOOLPERT AND THE CLIENT WILL WORK TOGETHER TO REVISE THE SCOPE OF SERVICES ALLOWING FOR A REMOTE END-USER TRAINING. ANY SUCH REMOTE END-USER TRAINING MAY, OR MAY NOT, REQUIRE ADDITIONAL FEES DEPENDING UPON THE FINAL APPROVED APPROACH.)

It is important that end-user training be timed to occur immediately prior to beginning live use of the system in the Production environment.

This scope of services includes a training methodology in which every end-user will have the opportunity to attend a Woolpert-led End-User Training. However, it is highly recommended that prior to training that a sub-set of users be identified who will become Client trainers post-go-live.

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

Woolpert will facilitate a series of six (6) training courses:

- Cityworks AMS Administrator Training, 8 hours
- Cityworks Storeroom Training, 8 hours
- Cityworks AMS Water Plant End-User Training #1, 16 hours
- Cityworks AMS Water Plant End-User Training #2, 16 hours
- Cityworks AMS Wastewater Plant End-User Training #1, 16 hours
- Cityworks AMS Wastewater Plant End-User Training #2, 16 hours

Each course will be facilitated on-site at the Client's identified training facility. Prior to the training, Woolpert will prepare a training syllabus detailing each topic to be covered. While training materials and syllabi will be standardized, end-user training curriculum will be tailored to the attendees of each course (i.e. Plant Maintenance will be trained using their workflows and scenarios while Plants Operators will be trained using their own workflows).

Related Sub-Tasks are as follows:

WBS	Task Name
4.6	Provide End-User Training
4.6.1	Woolpert to Prepare End-User Training Agendas



WBS	Task Name
4.6.2	Woolpert to Submit End-User Training Agendas to Client PM
4.6.3	Woolpert to Prepare for End-User Training
4.6.4	Client PM to Prepare Site for End-User Training (Client-Owned Task)
4.6.5	Woolpert to Facilitate On-Site End-User Training
4.6.5.1	Cityworks AMS Training (On-Site Task)
4.6.5.1.1	Cityworks AMS Administrator Training (On-Site Task)
4.6.5.1.2	Cityworks AMS Respond Training (On-Site Task)
4.6.5.1.3	Cityworks Storeroom Training (On-Site Task)
4.6.5.2	Cityworks AMS End-User Training Week 1 (On-Site Task)
4.6.5.2.1	Water Plant 1 (On-Site Task)
4.6.5.2.2	Water Plant 2 (On-Site Task)
4.6.5.3	Cityworks AMS End-User Training Week 2 (On-Site Task)
4.6.5.3.1	Wastewater Plant 1 (On-Site Task)
4.6.5.3.2	Wastewater Plant 2 (On-Site Task)

Deliverables

- Standard Cityworks training materials and course syllabi (MS Word or PDF format).
- Woolpert will facilitate on-site Cityworks training, as detailed above.

Assumptions

- All training will take place over a three (3) consecutive week period.
- The Client has an adequate training facility that can accommodate the resultant number of staff to be trained; each accessing the AM system on their own workstation.
- End-user training for Water and Wastewater Plant staff have been broken into two separate training courses to accommodate the larger number of staff. End-users will only have to attend one of the sixteen (16) hour courses.

Client Responsibilities

- Secure an appropriate training facility and workstations or devices for all trainees.
- Coordinate and schedule training participants.
- Training participants will actively participate in training activities.
- Provide trainees with standard operating procedures that augment and support Woolpert training materials.

Task 4.7: Provide Go-Live Support

Immediately following the Cityworks AMS end-user training, go-live support is provided to assist end-users during the first week of system usage in the PRODUCTION environment. Woolpert will provide four (4) days of on-site go-live support

In preparation for go-live, Woolpert will work remotely with the Client's project manager and IT support staff to ensure that:

- The Client's TEST environment is migrated to the Client's PRODUCTION environment
- To perform a final Cityworks data load to the Client's PRODUCTION database
- To perform a final legacy data load to the Client's PRODUCTION database
- To perform system testing in the Client's PRODUCTION environment

Related Sub-Tasks are as follows:

WBS	Task Name
4.7	Provide Go-Live Support
4.7.1	Go-Live Preparations (Remote)
4.7.1.1	Woolpert to Migrate Configured Applications and Databases to Client's PROD Environment



WBS	Task Name
4.7.1.2	Woolpert to Perform Final Cityworks Data Load to Client's PROD Database
4.7.1.3	Woolpert to Perform Final Legacy Data Load to Client's PROD Cityworks AMS and ArcGIS Databases
4.7.1.4	Woolpert to Perform System Tests in Client's PROD Environment and Correct as Required
4.7.1.5	Woolpert to Validate System Log-ins and Connectivity
4.7.2	System Go-Live Support (On-Site Support)
4.7.2.1	Go-Live Support (On-Site Task)

Deliverables

- Woolpert will provide on-site go-live preparation services, as detailed above.
- Woolpert will provide on-site go-live support services for four (4) consecutive days.

Assumptions

· The Client's project manager will provide project sign-off within agreed upon timeframe following go-live.

Client Responsibilities

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

Task 4.8: Phase 4 Quality Control

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

Task 4.9: Phase 4 Acceptance and Close

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