

STATEMENT OF WORK

Between:

City of Fort Lauderdale
City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

And

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

For:

Work Management System

Agreement Date: 10 December, 2014

This Statement of Work (SOW) is entered into this 10th day of December 2014 by and between N. Harris Computer Corporation, with principal offices in Ottawa, Ontario (hereinafter "HARRIS"), and The City of Fort Lauderdale, with principal offices in Fort Lauderdale, Florida (hereinafter "THE CITY"). Cayenta, a division of N. Harris Computer Corporation, is the entity expected to deliver the services defined within this SOW. HARRIS and THE CITY shall perform in accordance with this SOW. When mutually executed for implementation, this SOW and the documents listed below become contractually binding on HARRIS and THE CITY under the terms and conditions of the Services Agreement dated 1 July, 2008.

Background Statements:

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

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

"Services Agreement"	Software Implementation Services Agreement, dated 1 July, 2008	Referenced, not in this document
"License Agreement"	Software Licenses Agreement, dated 1 July, 2008	Referenced, not in this document
"Support Agreement"	Support and Maintenance Agreement, dated 1 July, 2008	Referenced, not in this document
"SOW"	This Statement of Work for Work Management System, dated 30 June 2014	This document
"Project Schedule"	Project Schedule – transmitted to CITY OF FORT LAUDERDALE 30 June 2014	Section 10.1

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

CITY OF FORT LAUDERDALE:

ATTEST:

Jonda K. Joseph, City Clerk

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:

City Attorney



N. Harris Computer Corporation:

WITNESSES:

Print Name: _____

By: _____

Mark Leonard

Print Name: _____

Chairman

Attest:

(Corporate Seal)

Melanie Judge

Secretary

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Mark Leonard as chairman for N. Harris Computer Corporation, an Ontario corporation authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of _____

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification _____

Type of Identification Produced _____

Document Revision History

This section is used to track the SOW revision history.

Author	Date	Reason for Changes	Version
James Shields	14-May-2014	Initial draft version.	V0.1
James Shields	20-May-2014	Payments schedule updated	V0.2
James Shields	17-June-2014	Internal review feedback included – revised test phases to work with expedited implementation	V0.3
James Shields	23-June-2014	Revised after internal sessions	V0.4
James Shields	01-Jul-2014	Copy provided to Ft. Lauderdale for review	V0.5
James Shields	29-Aug-2014	Revisions made after site visit 28 th and 29 th August 2014.	V0.6
James Shields	9-Sep-2014	Revisions made after review with Barry Dunphy and Scott Mackendrick	V0.7
Jeremy Schultz	10-Sep-2014	Final revisions to page numbers and pricing schedule to match License Addendum	V0.8

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1 Definitions

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

Definition/Term Name	Definition/Term Description
Additional/Optional Products	Additional/Optional Products are modules or standalone applications or licenses that THE CITY has purchased as part of this project.
Agreement	Generally refers to the contract between THE CITY and HARRIS. This SOW forms part of the Agreement, along with the Services Agreement, Software License Agreement, and Support and Maintenance Agreement.
AppCon	Application Consultant – a HARRIS resource that knowledgeable in the Solution and aides the client in implementing the software. One or more AppCons may be assigned to the project and will combine on-site and off-site time to complete the project.
Best Practices	Techniques, process and settings that enable services to be delivered more effectively and efficiently. This is based on HARRIS' experience with its software and clients and not necessarily on any industry best practices.
Business Process	Business Process Procedures that will provide documentation of daily operational process steps and system transactions to facilitate configuration, testing and training.
Business Requirements Document (BRD)	The BRD is the first step in the development process for customizations including modifications, interfaces, portals, letters, forms, web pages and custom reporting. The BRD contains the business requirements of THE CITY for the particular modification, interfaces/report being described. HARRIS will gather these requirements for discussions, demonstrations and examples, and present them back to THE CITY in a formatted document. THE CITY will review and approve the requirements and use cases before the development process will proceed.
CayStone	HARRIS's web-based testing and incident management tool used to manage a project's requirements, configuration, tests and incidents in one environment, with complete traceability from inception to completion. CayStone forms the hub of the project's tracking and communications and will be utilized by all project team members. HARRIS will provide training on this important software tool.
Change Control	The process that will be used throughout the project for controlling/managing project scope, schedule, and cost changes. Changes can be time, scope, or cost changes that impact the original project scope. HARRIS will prepare cost estimates to support THE CITY's decision on moving forward with a requested change. In the event of any disagreement with respect to the application of the Change Control provisions in this SOW or any other matter related to change control, the parties will defer to the change control provisions of the Section 6.5 and 6.6. This will be a formal process requiring approvals by representatives from both HARRIS and THE CITY.

Definition/Term Name	Definition/Term Description
Change Order	Is the agreed to documentation format between THE CITY and HARRIS evidencing their agreement to change particular aspects of this Agreement or its subsidiary documents. Changes can be monetary or non-monetary depending on the nature of the change. The Change Order is part of the Change Control process.
Client	References THE CITY and authorized agents.
Client Project Manager(s)	References THE CITY Project Manager(s) and/or any third party Project Manager(s) working in THE CITY's behalf.
Close-out (Plan)	The Close-out Plan is a document that defines the conditions that must be met by both HARRIS and THE CITY in order to bring the project to closure and produce the final invoice. The Close-out Plan will be agreed to prior to Go-live.
Code Freeze	Before Go Live it will become necessary to stop making significant changes (configuration, modifications and fixes) to the Solution. This is necessary to ensure that the Solution is stable to enable the User Acceptance Testing to be conducted. Patches containing critical priority defect resolution for any defects found late in Integration Testing may be applied during the Code Freeze only under mutual agreement of the parties.
Configuration	Process of setting preference and control codes, as well as building SQL queries in the Solution in order to have the solution meet THE CITY's specific requirements. Configuration does not require programmatic software changes by developers, but is performed by application consultants and/or THE CITY project members.
Consultant or Vendor	References the name of the consultant, HARRIS, or more specifically Cayenta a division of the N. Harris Computer Corporation.
Conversion	These are the procedures and routines required to transform the data in the legacy system(s) to the HARRIS Solution. HARRIS is responsible for getting the converted data into the HARRIS Solution, where THE CITY is responsible for getting the data out of the legacy system(s) to intermediate staging tables. Conversions can be performed against partial or full data sets as required.
Core Team	This is the team of THE CITY employees and authorized agents that are dedicated to the projects and are considered full-time resources for the duration of the Projects. This group should consist of individuals that have specific business knowledge/expertise that will greatly assist in the configuration, testing and training of the Solution. This group will become the 'super users' of the Solution as a result of their efforts on the Core Team.
Courseware	End-user training materials that will be developed from HARRIS supplied templates to facilitate end-user training execution.
Co-Responsibility	Both Client and Consultant share the responsibility for the deliverable.
Critical Path	The critical path of a project is the sequence of activities (as defined in the Project Schedule) that takes the longest amount of time to complete at any point during the

Definition/Term Name	Definition/Term Description
	project.
Cut-over (Plan)	The Cut-over includes all activities required to prepare for the transition from testing the new Solution to production processing with the Solution. The activities will include ensuring security is set, user profiles are established, closeout of pending actions in the legacy system, manual data conversions if required, roll-out of system to end users and other activities HARRIS and THE CITY deem necessary.
Data Extract	The set of data extracted from the legacy systems for transfer into the HARRIS Solution. A new data extract is required for each conversion and for Go-live.
Data Mapping	The process of assigning legacy system data elements to target data elements in the HARRIS Solution data model for purpose of transformation.
Data Model	Visual description of data objects, their attributes, and the relationships between them.
Deliverable	A Deliverable is a document, work activity or a service that is performed specific to the project to support the completion of the project or a key piece of the project. Deliverables are sometimes tied to payment milestones, but not always and may be the responsibility of either HARRIS and/or THE CITY to provide. Deliverables will be managed within CayStone and sign-offs provided from that tool or another Project Management tool.
THE CITY	City of Fort Lauderdale, Florida, also referred to as CLIENT
ERP	Enterprise Resource Planning. This refers to a system or group of inter-related systems that work together to manage the primary aspects of the company's business.
Executive Steering Committee (ESC)	The ESC will include a group of THE CITY executives, THE CITY Project Manager, and HARRIS Project Director and Project Manager. This group will meet monthly or on a regularly scheduled basis to be determined to review project progress and assist with key decisions, as requested, to keep the project on track.
Fit Gap	The process of identifying differences between THE CITY's Functional Requirements, As-Is business processes and the core functionality of the Solution.
Fall Back Plan	Cut-over planning includes risk and contingency planning. A component of the contingency planning will include processes and procedures that will be used in the event that THE CITY needs to roll back to legacy system(s) after the Go-live.
Fixed Price	The total cost for implementation services (excluding travel) to be paid to HARRIS to deliver the items identified in this SOW. These costs cannot increase as long as the scope does not expand beyond the items in this SOW, and the timeframe and hours do not expand, subject to a change order. Change Orders can be executed to change the Fixed Price. In these cases, the parties will defer to the Change Order process agreed to as an SOW deliverable at the start of the project.
Functional Design (FRD – Functional	This document defines the functional requirements of the software the developers must build into the product to enable users to accomplish their tasks, thereby satisfying the business requirements. Functional requirements describe as fully as possible the

Definition/Term Name	Definition/Term Description
Requirements Document)	expected external behavior of the software system.
Functional Test	Singular unit test of an object such as a screen, report or batch program. These tests will focus on specific functions. Functional Tests will be performed for all base system features to be used by the THE CITY, as well as configurations, modifications, interfaces, portals, reports, letters and forms. Functional tests do not utilize converted data to minimize the source of issues that may be encountered.
Functional Requirements Matrix Documents	Documents included in this SOW that contain THE CITY's functional requirements to be delivered by HARRIS for this software implementation.
Go-live	Means the event occurring when the THE CITY first uses the Solution as the Organization's production system(s) (the point at which THE CITY starts maintaining daily operational information in the Solution).
HARRIS	For the purposes of this document, HARRIS refers to CAYENTA, a division of N. Harris Computer Corporation, Consultant, or Vendor.
Interface	Passing of data between two separate and distinct systems can be accomplished via real time or in batch mode.
Integrated Test	Integration testing tests the Solution including all features and functions, configurations, modifications, interfaces, reports, custom code developed working together with all associated reports, screens, transactions, and interfaces. Integration testing should also test a variety of scenarios covering different types of customers, accounts, locations, user categories, dates, etc. Integration testing is structured in nature and has expected results. Integrated testing will utilize converted production data in a test environment along with interfaces to other test systems.
Jira	Jira is the HARRIS development tracking system. Similar to CayStone but used exclusively by HARRIS developers. Not all incidents in CayStone are defects, but those that are defects go into the Jira system to enable the development team to manage their workload. AppCons will create the Jiras as required and link them to the CayStone incident for visibility by the project team.
Known Defects Database	A database of identified issues and fixes for Cayenta Work Management, accessible via the HARRIS eSupport web site.
Legacy System	References THE CITY's existing system(s) that is being replaced.
Priority Critical	This classification designates a programmatic or configuration defect that renders a business critical component of the Solution unusable or inoperable. This error is a loss of the capability to perform a critical business function. A workaround does not exist, and testing cannot be performed until the problem has been corrected. Errors that impact critical business processes that put go live in jeopardy are automatically classified as a Priority Critical. Errors that impact financials and key customer facing issues are automatically classified as a Priority Critical, but may be Priority High.

Definition/Term Name	Definition/Term Description
Priority High	This classification designates a programmatic or configuration defect that renders a key component of the Solution unusable or inoperable. This error is a loss of the capability to perform an important business function. A workaround does not exist or the workaround is so difficult that if the Solution were in production, this defect would result in a serious impact to the business efficiency. Most project issues will be High or lower (Medium & Low).
Priority Medium	This classification designates a programmatic or configuration defect that has created a limitation to the documented capabilities: to include but not limited to the application, the application modules and the user interface. This limitation stops the user from performing the normal use of the application; however, a mutually agreed workaround does exist. Testing can continue to be performed on the module with a workaround.
Priority Low	These program or configuration errors limit the capability of the application or function, but are cosmetic or minor in nature. There is a practical workaround or the defect does not impact the Client's operation of the application in any significant respect.
Mock Go-Live	A mock go-live will consist of a test of activities (automated and manual that can be practically performed without disturbing on-going operations) to be completed as part of cut-over to production process. The mock go-live is staged in a similar manner as the pre-go-live steps and procedures including full data conversions and validation. The purpose of this test is to ensure that all go-live activities have been defined and estimates identified for the time and resources required to perform them. Mock conversions may require evening or weekend work to best simulate the Go-live conversion and ensure the maximum computing resources are available.
Modification	A Modification shall be defined as custom code that is inserted into the standard HARRIS product to meet the specific business needs of THE CITY. Modifications become permanent additions to the product and will always be available in future releases and upgrades of the software.
Organizational Change Management	The activities, events, processes and procedures that are employed for handling transformation of the organization from one system environment to another. This relates mainly to the people and business processes.
Performance Testing	This testing will exercise the Solution to ensure the Solution will achieve the stated performance as stated in this document. Performance testing will be designed by HARRIS and THE CITY and will be performed with THE CITY resources to adequately stress the Solution to demonstrate its responsiveness and suitability to production use.
Process Design	The process design is conducted during business process modeling activities and focuses on conducting business process design work in the context of the Solution environment. This design work will address operational and organizational changes required to implement the proposed solution.
Products	This refers to the each of the software products that will be implemented as part of the Solution. The primary products are Cayenta Work Management (CW), and third party systems that have been purchased through HARRIS.

Definition/Term Name	Definition/Term Description
Project Schedule	The Project Schedule is an MS Project Gantt Chart that is built around the work breakdown structure (WBS) and contains all the necessary activities, dependencies, resources and labor hours. The Project Schedule will identify the critical path of activities for the project, which helps the PMs communicate and drive the dates that must be met to keep the project on schedule.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables produced on the project include the appropriate content and meet expectations.
Risk Register	A tool that acts as a central repository for all risks identified by the project or organization and includes information such as risk probability, impact, mitigations, risk owner, etc.
Solution/System	Means the integrated combination of the HARRIS software and Third Party software modules described in this agreement, the described scope and all other activities and deliverables described in this document.
System Acceptance	Execution of a document by which THE CITY acknowledges and agrees that the Solution is performing acceptably and that HARRIS has completed all deliverables within the scope of the project and the Close-out Plan.
Subject Matter Expert (SME)	Subject Matter Expert – a person who is either a full-time member of the project team or participates on an ad-hoc basis as requested. A SME has particular business process knowledge that is vital to understanding the business requirements, in order to configure and confirm the Solution.
Test Plan	Document that outlines a strategy or approach for testing. A project test plan would include the schedule, instances/environments, tools, testing stages, and defect tracking process for all project testing.
Test Script/Scenario	Document that describes what steps and actions are required to test a particular feature or function. The document also describes the specified expected results. Within CayStone, test scripts are defined by test cases that are combined into test sets.
Third Party	A 3rd party is any organization, other than HARRIS and THE CITY, that is involved in or can affect this project and successful Go-live.
To Be Business Process	A Document that describes the steps, groups, and resources involved in completing specific business activities. The “To Be” process documents how the process will be executed in the future using the Solution in the THE CITY environment and where applicable, are adapted from the As-is business processes that THE CITY currently has, modified to account for the changes made during Discovery with the way business will be conducted utilizing the Solution.

<i>Definition/Term Name</i>	<i>Definition/Term Description</i>
Walkthrough	Process where the HARRIS conducts a meeting to review a deliverable with THE CITY. Walkthroughs are intended to orient THE CITY to the deliverable, but not review all the details. THE CITY is expected to do this within the approval timeframe as described elsewhere in this document.

2 Project Introduction

2.1 Project Statements

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

THE CITY and HARRIS will implement the solution with a one-phased approach. HARRIS has reviewed the project schedule, HARRIS planned resource levels and the resource minimums requested of THE CITY (at the specified knowledge and skill level) in this SOW and the project schedule, and is confident adequate time and resources have been accounted to meet the Start to End-of Transition timeframe.

THE CITY has reviewed the project schedule, and THE CITY's planned resources, to meet those requested by HARRIS, and is in agreement with the project schedule and is committed to meeting Start to End-of Transition timeframe.

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

If HARRIS fails to perform its obligations under this agreement, additional language in this SOW outlines the process for extending the project schedule beyond the Go-live timeframe.

If THE CITY fails to perform its obligations under this agreement, additional language in this SOW outlines the process for extending the project schedule beyond the Go-live timeframe.

HARRIS has also confirmed that the production hardware configuration specified in this SOW will meet the requirements to meet the performance criteria in this agreement.

2.2 Project Goals and Objectives

Guiding Principles for the Project

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

- First and foremost, we will work together to forge a long-term partnership between our companies. The project may last upwards of four years, but the business relationship will go on for decades.
- We recognize this is a PROJECT and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
- We believe that all team members need to understand the methodology described in this document so that everyone has the same expectations and understands the sequence of activities necessary to get the Solution live in production.
- We acknowledge that while the timeframes and milestones in this agreement and the project schedule may not always be fully understood by all, it is critical to work diligently towards those dates as tasks build

on one another and delaying one could have a ripple effect on the rest of the project and consequently the Go-live date.

- We recognize that all decisions will not be perfect and that time is of the essence, so making the best decision possible within the timeframe allotted and sticking to the decision is vital. If later, adjustments are absolutely required, they will be made and the Change Control process will be followed.
- We should keep the project moving forward by making decisions in an expedient manner. If additional personnel beyond the team are required to make a decision, we will identify those parties and the change management process to be followed early to keep decisions from being delayed.
- We will not try to reinvent the legacy system, but rather we will incorporate HARRIS best practices (as long as they do not conflict with regulatory requirements) when possible, to maximize the capability of the Solution.
- We will avoid unnecessary or additional custom modifications whenever possible to minimize scope change and reduce Solution complexity and cost.
- We will focus on today's business requirements in setting up the Solution while considering potential future requirements provided it does not cause delays.
- We will not take shortcuts; we will focus on performing work right the first time, avoiding rework.
- We acknowledge that there will be challenges during the project; we will address problems head on and openly with each other. All parties will conduct themselves honestly and with respect in all situations.
- We will seek to minimize waste on this project. Everything we do, as part of this project should be necessary and provide value. For example we will not conduct meetings without an agenda and a clearly defined purpose and outcome.
- We will seek to understand each other's point of view and work collaboratively to find solutions to problems. Problems are opportunities for creative solutions, not for finger pointing and stubbornness.
- We agree that responsibility for disagreements and delays is always shared, not necessarily evenly; but that each party plays a role and we'll seek to fairly assess that responsibility to enable the project to move forward and the long-term relationship to be preserved.
- We will remind ourselves to remain focused on our project goals and on activities that will continue to move the project forward to a successful outcome.

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

3 Project Assumptions and Responsibilities

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

General Assumptions:

1. The Fixed Cost will be firm for the services identified herein through the project duration and post-implementation support, as identified in this SOW and timeline defined in the project schedule.
2. All scope and schedule changes identified by either THE CITY or HARRIS throughout this project will be documented and managed through an agreed upon Change Control process.
3. THE CITY will minimize the impact of competing initiatives within THE CITY that will have a negative impact to this Project.
4. Prompt decision-making and problem resolution will occur to achieve an on-time, on-budget project completion.
5. THE CITY and HARRIS understand the project scope and project timeline and agree to communicate and adhere to that scope and the timeline, thus setting the proper expectation level with the project team, stakeholders and management.
6. THE CITY is willing to accept HARRIS "Best Practices" in order to minimize the need for unnecessary or additional software modifications beyond those modifications already identified in this SOW. This may not always be possible, but THE CITY will approach configuration decision-making from this perspective.
7. THE CITY and Harris will utilize a jointly developed and a mutually agreed to project management methodology to permit HARRIS to execute this SOW in the most efficient and effective manner possible. The project management process is further defined in section 6 of this SOW.
8. HARRIS and THE CITY will have project managers whose sole responsibility to the project is to manage the overall implementation to a successful conclusion for both THE CITY and HARRIS. The PMs will work collaboratively and respectfully to forge a strong partnership that will contribute to the success of the project.
9. Staffing issues will be resolved between THE CITY and HARRIS Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
10. A project of this nature has inherent risks that could result in delays to putting the Solution in production. Both parties agree to engage in a formal risk management process to minimize the impact of any and all risks identified.
11. Both parties acknowledge that a Project is different from daily operations and requires a higher level of oversight/management and higher levels of effort to meet the agreed to milestones.
12. Communications is a vital part of managing a project and information sharing between all team members, and management, is crucial to success. HARRIS and THE CITY will create an environment that facilitates and simplifies communications using formal (email, CayStone, etc.) and informal (co-location, ad hoc discussions, etc.) methods.

Staffing and Space Assumptions:



1. Both parties will provide sufficient qualified resources to meet the mutually agreed-upon Project Schedule and milestones for implementation of the Solution.
2. THE CITY project team members and HARRIS personnel will be located at the HARRIS office in Burnaby, BC for the duration of the Discovery and Configuration phases.
3. THE CITY project team members and HARRIS personnel will be co-located at THE CITY facility and away from the daily operations environment from the Test Phase onwards.
4. HARRIS will provide adequate working and meeting space at the Burnaby Offices for the project team and associated personnel to work comfortably and effectively as a team.
5. THE CITY will provide adequate working and meeting space for the project team and associated personnel to work comfortably and effectively as a team. This is envisioned to be one large work space with tables/desks arranged in 2 rows facing each other or a U-shape to facilitate communication and teamwork. Meeting space should be separate, but conveniently located to the project work space.
6. THE CITY will provide all the necessary office equipment for the joint team to function efficiently and effectively.
7. HARRIS application consultants, technical consultants and project manager will utilize a combination of on-site visits and remote support to guide THE CITY team through the implementation.
8. Both parties agree to work a reasonable amount of added hours (when required) to help complete project deliverables and to make project timelines.
9. THE CITY and HARRIS Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical. The Project Managers will review any requests for their respective staff for time away from the project before approval is granted.
10. Both parties will provide qualified resources to meet the mutually agreed-upon Project Schedule and milestones for implementation of the Solution. Failure to do so may result in project delays requiring the PMs to discuss the actions required to get the project back on track or to process a Change Order to extend the project out further.
11. Overtime will not be planned into the schedule but will be needed at key points of the project for short periods of time. With good planning overtime should be minimized. Any overtime by CITY employees shall be subject to CITY policies and any applicable collective bargaining agreement provisions regarding overtime, and subject to budgeting and appropriation and the availability of funds.

Technical Assumptions:

1. THE CITY will combine the Cayenta CIS and Work Management products as part of this implementation. As such THE CITY will
 - a. Operate Cayenta CIS at version 7.7
 - b. Provide consolidated test environments for the lifetime of the project
2. THE CITY will have the necessary computing infrastructure and agreements/licenses in place prior to the project kick-off event.
3. THE CITY will provide remote and local access to the Solution environment and associated project folders and files for HARRIS personnel.
4. THE CITY will provide printers and other ancillary operations equipment needed to run the project or test all the operation elements of the Solution.
5. THE CITY will have test environments available for other systems to which the Solution will integrate, to allow for unimpeded testing of the Solution.

6. The Solution will run on the platforms as identified in the Platform and Software version support matrix as available from Cayenta Support.

3.1 HARRIS Project Responsibilities

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

General:

1. HARRIS will utilize the current versions (2010) of Microsoft products, including MS Word, MS Excel, MS Project, MS Visio, MS PowerPoint and MS SharePoint, to produce deliverables according to HARRIS technical standards. Should HARRIS not operate at the same versions as THE CITY, HARRIS will make reasonable efforts, within Microsoft product capabilities, to save documents and deliverables to a level that would be accessible by THE CITY and requests THE CITY to do the same for HARRIS.
2. HARRIS will install Cayenta Software and related Third Party Software, as defined in this agreement and/or required to support Cayenta's ERP application suites, on THE CITY's environment – inclusive of Cognos reporting.
3. HARRIS will install the Cayenta Work Management product as part of this agreement as an additional suite of modules to the designated GOLD and TEST system and train THE CITY's IT Staff to complete all other required installs.
4. HARRIS will have primary responsibility for installing patches and new software releases in all test instances during the project up to the completion of Functional Test. THE CITY will provide suitable staff to cross train on these activities before and during the Functional Test phase taking responsibility for the patch install and application of new software releases from Integration Test onwards. THE CITY may contract separately with Cayenta's Customer Managed Services team to provide this service.
5. During the project, any effort required to research software defects and provide detailed steps to replicate the issue is HARRIS's responsibility under the terms of this contract. HARRIS will work with THE CITY project team to complete these activities, to keep them informed, and to transfer knowledge. Once the project has reached integrated testing, THE CITY will be responsible for initial research related to software defects and provision of detailed steps to replicate in order to pass across information to Cayenta Support.
6. HARRIS is responsible for training THE CITY IT staff in pushing the desktop shortcut out to client PC's to allow workstation access to the application. The CITY is responsible for completion of this across all necessary desktop machines.

Staffing:

1. HARRIS will staff the project with qualified resources that are familiar with business process and practices relative to THE CITY's work management services. These resources will possess the necessary knowledge, skills and abilities to implement the systems during each project.
2. HARRIS will be responsible for coordinating third party vendors for products and services that have been subcontracted for by HARRIS, including negotiation of terms of third party license agreements that will comply with Florida law.
3. Work will be conducted by HARRIS project team members at both on-site and off-site facilities with remote access to the Solution environment.

4. HARRIS will appoint a Project Director to the project to oversee the HARRIS efforts. This individual will not be involved on a day-to-day basis and will primarily interact with the HARRIS PM and THE CITY Project Sponsor. The Project Director will participate in the monthly Executive Steering Committee meetings.
5. HARRIS will make its personnel available to complete tasks as indicated in the Project Schedule in order for HARRIS to meet its obligations under this Agreement.
6. HARRIS on-site working-time window will typically be from Tuesday 8:00 am until Friday 12:00 PM Eastern Time (ET). This may vary depending upon the individual's city of origin, flight schedules and other logistics related to travel. Off-site working time will typically be from 8:30 am Monday until 5:00 pm Friday (based on the individual's location/time zone).
7. HARRIS will provide THE CITY with a schedule indicating on-site activities and travel days for project personnel for each trip.

Project Management:

1. HARRIS and THE CITY are responsible for the successful completion of this implementation project as defined in this SOW, including the management of all HARRIS subcontracted resources and related project tasks.
2. HARRIS will assume overall responsibility for conducting project-related administrative activities including the development and maintenance of a Microsoft Project based schedule.
3. The Project Management Team will consist of the Harris Project Manager and THE CITY Project Manager. The Harris Project Manager will report to the Harris Project Director and report into THE CITY through THE CITY Project Manager who will report to THE CITY Project Sponsor. This team approach is further described in section 7 of this SOW.
4. HARRIS will work with THE CITY to establish the electronic project office including: project directories, calendars, status reporting and other items as agreed to.

Data Conversion:

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

Development:



1. HARRIS assumes responsibility for delivering any core interface configuration, QA testing and roll-out for the HARRIS Solution side of the core interfaces as defined in Section 10.4 on Interfaces and Modifications.
2. HARRIS is responsible for any modifications to the Solution to meet THE CITY's requirements as agreed to herein. Modifications identified during the Discovery phase or later in the implementation (not already identified in Section 10.4) will be processed under a Change Order at a potential additional cost and the schedule impact will be assessed at that time.
3. During the Custom Development process, HARRIS consultants will gather requirements from THE CITY for each of the identified modifications (this includes reporting needs) which outline the specific software changes needed to meet the business requirement. This exercise results in a Business Requirements Document (BRD) which includes success criteria and use/test cases that serve as the benchmark for acceptance of the modification.
4. At the start of the Discovery phase, the PMs will establish a way to track the number of hours required for changes coming out of Discovery. During the Discovery workshops, the hours required for any new custom development (modifications, reports, interface, portals etc.) will be tracked. If THE CITY determines that an item in the Functional Requirements (that was captured in the final pricing as requiring custom development) is no longer needed, those hours will be reallocated to the 'Development Bucket' and reallocated to other new work via Change Orders. Any hours not allocated after the Discovery process is complete will remain available to the project until the end of Post Implementation Support period. If additional hours are required that are not available in the Development Bucket, then HARRIS and THE CITY will execute a monetary Change Order for the additional effort and cost based on the rates provided in this SOW.
5. HARRIS will take the requirements defined and approved in the BRD and produce a Functional Requirements Document (FRD), also referred to as a 'spec'. The FRD will be provided to THE CITY for review and approval prior to the start of development.
6. HARRIS will perform all code modifications and report development as defined herein and through the Change Control process.
7. HARRIS will be responsible for performing quality assurance of all product modifications, interfaces, reports and/or forms developed by HARRIS prior to delivery to THE CITY for further testing.

System Testing:

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

Training:

1. HARRIS will provide an overview training session as part of the Discovery Process for the core team at the Burnaby, BC offices.
2. HARRIS will provide Train-the-Tester training on how to use CayStone to run tests and for basic Solution navigation prior to the start of Functional Testing. This training will be provided at the Burnaby, BC offices as part of the Discovery and Configuration phase.
3. HARRIS will provide a Train-the-Trainer approach to accomplish the end-user Training. This will be delivered onsite at THE CITY offices or via WebEx.
4. HARRIS will support THE CITY with the development of the end-user training plan. HARRIS will provide end-user training materials that can be modified by THE CITY to meet the specific needs of the configured Solution.
5. End-user training will be the responsibility of THE CITY

Post Implementation Support:

1. HARRIS will assist THE CITY to transition from implementation (consultant) support to standard remote Support as agreed to in the Support and Maintenance Agreement, during the 4-week Transition period for the Cayenta Work Management product.
2. The hours associated to the transition period are detailed in the project plan. HARRIS will provide one (1) full time resource for the first week. Hours associated for weeks two (2), three (3) and four (4) will be offsite at THE CITY request and will be delivered in line with the hours associated in the project plan.
3. HARRIS and THE CITY will jointly develop a Close-out Plan that determines the minimum criteria that must be met to close out the project at the end of the Transition period.

3.2 Client Project Responsibilities

General:

1. THE CITY will provide the hardware and network infrastructure necessary to execute the project, including the necessary database product licenses and licenses for other products not specifically supplied by HARRIS.
2. With direction and assistance from HARRIS, THE CITY will have the Windows environment set up and ready prior to the start of the Discovery phase to enable the loading of the Cayenta Work Management v7.7 software to run on the ORACLE database, so that it may be used at the start of Discovery.
3. THE CITY will provide HARRIS with access (local and remote) to the hardware and network environments necessary for the implementation of the Solution as well as access to the appropriate legacy environments and all project folders/files.
4. THE CITY will provide the ability to change the clocks (time and date) on the personal computers (PCs) as this is required for testing functions and events that normal operations occur over a month, but must be simulated within one day.
5. THE CITY will allow HARRIS company laptops to connect to THE CITY intranet or vendor wifi and provide internet access for personnel on-site to access all HARRIS servers and sites as well as common commercial sites used for travel and other functions related to implementation effort.
6. THE CITY will implement the necessary and typical back-up and disaster recovery activities to ensure that the Solution and database are recoverable throughout the project and into production.

7. With assistance from HARRIS, THE CITY will be responsible for all data updates/changes to the production system once the Solution is live.
8. THE CITY will maintain test instances of other systems to which the Solution will interface and ensure they are identical to the production versions of these systems.

Staffing:

1. As defined in Section 7, THE CITY will provide a dedicated project team for the duration of the project. These resources will be required for varying periods during the project. The number of THE CITY personnel required and the dates on which each of those persons starts work may be adjusted as a result of the development of, or adjustment to, the Project Schedule.
2. THE CITY will allow the necessary project team members to travel to HARRIS's Burnaby BC office to attend the Discovery and Configuration session at the HARRIS Burnaby, BC offices.
3. THE CITY will staff the project with qualified resources that are familiar with THE CITY's business processes and practices. These resources will possess the necessary knowledge, skills and abilities to execute the project to the agreed to Project Schedule.
4. THE CITY will provide a dedicated, experienced (with IT projects) project manager to lead THE CITY project side of the implementation and THE CITY project team. THE CITY PM will drive and make decisions that are in the best interests of THE CITY and a successful outcome for the project.
5. THE CITY's Project Manager will report to THE CITY Project Sponsor who will serve as the liaison between the Core Team and Executive Management. THE CITY Project Sponsor and the Harris Project Director will serve as the first level of escalation for problem resolution.
6. THE CITY will appoint a Project Sponsor who will have primary management of the project and will provide guidance to THE CITY PM. The Project Sponsor will interact with the HARRIS Project Director on a regular basis to ensure a strong relationship exists at that level.
7. THE CITY will empower THE CITY's project team members to make decisions related to configuration and business processes. For some key decisions THE CITY team may be required to elevate the decision process to the executive team. THE CITY will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
8. THE CITY will establish an Executive Steering Committee (ESC) to provide assistance and oversight for the project. The ESC will meet monthly or on a regularly scheduled interval to review progress and assist with decisions regarding resources and escalated issues as requested by the PMs.
9. THE CITY's Executive Sponsor will ensure that key business and contractual decisions are made in a timely fashion and in adherence to the Agreements on page 2 and this SOW.
10. THE CITY will be responsible for coordinating third party vendors for products and services that have been subcontracted for by THE CITY to ensure that project deadlines and requirements are met.
11. THE CITY will be responsible for providing facilities to accommodate both THE CITY and HARRIS project team members. The space provided is ideally one large meeting space where communication between project members can flow easily to facilitate timely responses, thus enhancing progress and teamwork.
12. THE CITY's project team will be full-time on the project and work from 8:30 am until 5:00 pm, Monday through Friday, unless extra time is required, as determined by the individual or THE CITY PM.

Project Management:



1. THE CITY is responsible for a master project plan/charter, communication plan and organizational/business change management process as is necessary for a successful implementation and user adoption of the Solution.
2. THE CITY should anticipate and plan for organizational adjustments. THE CITY will be responsible for evaluating and managing any business process and technical environment changes, managing and executing the organizational/business change plan and developing new business performance measures for THE CITY.
3. THE CITY and HARRIS will follow a mutually agreed to project management methodology for the duration of the project.
4. THE CITY will assume responsibility for the successful completion of THE CITY assigned/led activities and related project tasks.
5. THE CITY will assist HARRIS in conducting project related administration activities including the development and maintenance of a Microsoft Project based schedule and Risk Management register.
6. THE CITY will follow a formal Change Control process for business processes and project scope decisions that have been elevated from the project team to ensure organizational adherence to the change.
7. THE CITY will work with HARRIS to establish the electronic project office including: project directories, calendars, status reporting and other items as agreed to.
8. THE CITY and HARRIS are responsible to keep the project on schedule; any delays in completing tasks to schedule will be cause for the PMs to evaluate the overall impact on the project and the Go-live date. Based on this evaluation, HARRIS resources may be curtailed until the delinquent activities are caught up, and/or a Change Order may be processed to provide the time and dollars necessary to complete the project.

Data Conversion:

1. THE CITY will assign individuals to conduct data preparation and cleansing activities, as required. This activity can and should start well in advance of the first data conversion activities.
2. THE CITY will review and approve a conversion strategy/plan to move data from the legacy systems to the HARRIS Solution.
3. THE CITY will assign/arrange technical resources to perform back-up and restore functions as required to facilitate and safeguard the transfer of data.
4. THE CITY will assign/arrange technical resources to provide HARRIS with current system file layouts and data descriptions.
5. THE CITY will design, develop, and unit test the conversion extract routines to populate the intermediate HARRIS staging tables.
6. THE CITY will perform the validation on the converted data in the Solution following each data conversion.
7. THE CITY will adjust the extract routines as necessary during the implementation to provide the data in the form necessary for a successful conversion.
8. THE CITY will build any scripts necessary for pre or post conversion data transformation when this cannot be handled through the agreed to conversion process.
THE CITY will arrange post Go-live access to the unconverted historical data through the legacy system or transfer of this data to a database that will provide access as THE CITY deems necessary.

Development:



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

System Testing:

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

Training:

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

Production Readiness and Cut-over:

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

Post Implementation Support:

1. A support group from THE CITY will be assembled prior to cut-over to stabilize the implementation and provide production support services, including refresher training, coaching and user authorizations and security support for the duration of the post go-live transition period of 4 weeks.

4 Implementation Scope and Services

4.1 Solution Overview

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

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

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

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

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

Cayenta Work Management 7.7

- Work Orders
 - Including integration to Cayenta CIS Service Orders
- Job Costing
- Asset Management
 - Including Asset Master Data Conversion activities
- Core Reporting
- Interfaces to QALERT as defined in Section 4.6 – Phase 2 Custom Development of this document

Modules Not In Scope

- Work Order Billing
- Preventive Maintenance
- Fixed Assets
- Crew Time Entry
- Fleet Management
- Facilities Management
- Facilities Self Service
- Mobile Work Management (MWM)
 - Including Mobile Crew Time Entry

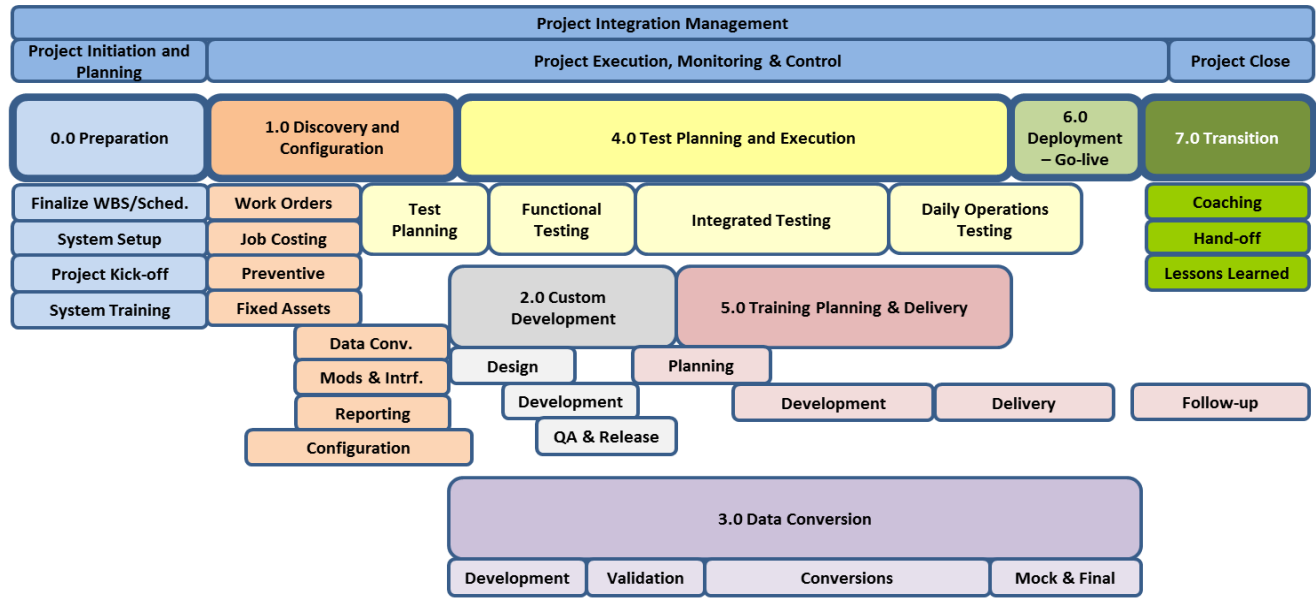
4.2 Implementation Approach

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

HARRIS shall use its implementation methodology to deliver the Solution. The methodology encompasses the following phases, only those relevant to THE CITY will be carried out.

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

Cayenta Implementation Methodology



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

4.3 Project Execution, Monitoring and Control

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

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

Entry Criteria:

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

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

Exit Criteria:

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

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

Deliverables:

HARRIS will deliver the following as part of this phase:

- Leadership of the weekly PM meetings;
- Participation in the weekly Core Team Status Meetings;
- Updated Project Schedule from the weekly PM meeting (based on progress updates from the Team);
- Monthly project status report (with input from THE CITY PM);

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

- Participation in weekly PM meetings;
- Leadership of the weekly Core Team meetings to discuss status, address questions and provide direction on remaining activities;
- Monthly project status report (input provided to HARRIS PM);

4.4 Phase 0 – Preparation

Purpose

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

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

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

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

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

An official project "Kick-off" session will be conducted by THE CITY to signify the start of the project to THE CITY organization. Topics covered in the kick-off meeting may include Organization of the Joint Project Team, Reporting Structure, Timeline, Plan Overview, Resources, Roles & Responsibilities, Key Milestones, and Critical Success Factors. System Overview training will be conducted for THE CITY core team members and SMEs at following the kick-off, to familiarize them with the Solution's functionality as a basis for the Discovery sessions that will take place in the next phase. Discovery seeks to uncover the current business processes and practices against the background of how the new Solution functions and what features can be capitalized on to improve operations.

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

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

Entry Criteria:

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

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

Exit Criteria:

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

- All the deliverables below have been achieved.

Deliverables:

HARRIS will deliver the following as part of this phase:

- Updated, baselined and approved Project Schedule.
- Installed software applications and database on a Windows server (several instances will be created of each), installation checklist provided and environment, training delivered.
- Install, and configure the CayStone Project Tracking and web testing tool set.

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

- With input from HARRIS, THE CITY will develop the Project Charter, defining the project mission, scope, major deliverables, and high-level project schedule for the entire project/program, which may exceed the scope of this SOW and include other sub-projects. Some of the deliverables listed above under HARRIS may be incorporated into the Charter as desired. THE CITY may not require a Project Charter.
- Finalization of the Core Team and identification of SMEs and other resources assisting with the project. THE CITY will need to assure that these resources are available without competing responsibilities to participate as per the Project Schedule.
- Setup of all computing infrastructure to allow for Solution installation;
- Assistance to HARRIS with test environment database and application software install (including 3rd party applications) to facilitate knowledge transfer;
- Setup of a project room with all necessary equipment and network access required by the team;
- A process for managing business process changes that is efficient in delivering timely decisions with the necessary buy in;
- Kick-off planning, setup and delivery.

Constraints and Assumptions

- The basis for all the HARRIS deliverables during this phase will be from the jointly developed HARRIS and THE CITY project methodology.
- All project resources will be in place by the end of this phase and will be dedicated for the duration of the project as defined by the Project Schedule.
- Hardware and software installation will be completed in time to support the System Overview training following the Kick-off session.
- Phase start to Kick-off is scheduled to occur within 1 month.

4.5 Phase 1 – Discovery and Configuration

Purpose

The purpose of this phase is to create functional processes that will allow THE CITY to leverage the Cayenta Work Management solution in its daily operations. This phase will be delivered at the Cayenta Burnaby, BC offices to allow expedited delivery and progression into the configuration and testing phase.

The Discovery sessions will span multiple weeks and will involve Core Team members as well as Subject Matter Experts (SMEs) with the goal of gathering specific information needed to complete the initial configuration of the Solution that will be ready for testing.

THE CITY will make use of Cayenta's best practice SEED configuration for the Work Management solution allowing pre-configuration of the solution including but not limited to the following.

1. Asset Areas
2. Asset Types
3. Preference Codes
4. Control Codes
5. Work Order Prefixes and Templates
6. Job Costing Base Configuration

Where the HARRIS team is able to suggest streamlining opportunities to the process and to the configuration phase THE CITY should take advantage of these in order to meet the expedited project timeframe.

Discovery

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

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

The Discovery sessions will likely result in 'homework' being assigned to the appropriate THE CITY resources for completion outside the meeting times in preparation for further Discovery sessions and/or configuration of the Solution. HARRIS and THE CITY will use HARRIS's incident tracking tool (CayStone) throughout the implementation in order to track and report on:

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

Following the completion of each of the Discovery Workshops, HARRIS will document all mutually agreed to decisions made during the sessions in the Discovery Documents. The purpose of this activity is to define how THE CITY's current business processes will be transitioned with the Solution and allow for initial configuration of

the Solution. Individual Discovery Documents will be issued in draft form within 5 days from the workshop unless otherwise agreed, to allow THE CITY to review each in detail and provide any needed corrections prior to the delivery of the final documents.

Configuration

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

HARRIS will deliver Configuration Documents that include the most up to date configuration information when the initial Solution configurations are completed. From completion of Integrated Testing until Solution Go-live in the production environment, THE CITY will be responsible for maintaining the Configuration database with support from HARRIS. Following Go-Live, THE CITY is solely responsible for maintaining the Configuration database as deemed necessary.

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

Entry Criteria:

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

- THE CITY's upgrade to their Cayenta CIS Software to Version 7.7 has or will start concurrently
- Computing infrastructure established and functioning correctly.
- Solution installation completed and functioning correctly (in its un-configured state).
- Project Schedule refined, baselined, and agreed to.

Exit Criteria:

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

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

- System Overview Training for the Work Management, Job Costing and Asset Management modules during the Discovery and Configuration Phase, provided to the Core Team and SMEs in attendance at the HARRIS offices.
- Structured Discovery sessions for Core functionality at the HARRIS offices, additionally outlined below.
- Discovery documents resulting from the workshop sessions conducted in this phase;
- Initial configuration of the Solution to meet THE CITY's needs;

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

- Core Team members and SMEs to take part in the Discovery sessions as scheduled and document recommended changes to the business processes reviewed;
- Discovery session participants that are receptive to making business process improvements by taking advantage of the Solution's functionality and features. The goal is not to simply recreate the legacy system, but to find advantages to improve operations.
- Delivery of documentation and homework that describes the existing business operations and setup;
- Business process changes captured, reviewed for impact, and decisions made as to how to proceed in a timely fashion to permit configuration of these processes to occur during this phase;

Constraints and Assumptions

- The Core Report overview will form part of Functional Testing and will be delivered by the App Conn team to provide THE CITY an overview of the Core Reporting functionality.
- THE CITY will use the Cayenta Standard Work Order Print, a separate BI workshop for this function is not part of this Statement of Work.
- THE CITY core team members and SMEs will be available to take part in the Discovery sessions as defined in the Project Schedule and will be empowered to implement agreed to business process changes.
- THE CITY core team members and SMEs will be available to complete Discovery actions, outside of the sessions and during HARRIS off-site weeks, in order to keep the project on schedule.

4.6 Phase 2 – Custom Development

Purpose

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

Modifications and Interfaces

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

- Step 1 - Conduct a Discovery session(s) in order to validate the functional requirements that need to be fulfilled by modifications and interfaces and to develop Business Requirements Documents (BRDs)
- Step 2 - Prepare Functional Requirements Document (FRD or Technical Specification document) and obtain client sign-off;
- Step 3 - Schedule Development in coordination with the Project Schedule;
- Step 4 - Develop Modifications and Interfaces;
- Step 5 - Conduct initial Quality Assurance Testing prior to delivery.

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

The Business Requirements Document (BRD) will define how THE CITY will use the customization while the Functional Requirements Document (FRD) and or the Technical Specification Document will define how the functionality will be developed to fulfill the proposed solution. A similar process will be followed for all customization, under the following topics:

Core Reports

HARRIS will deliver and install the Cayenta Core Reports. HARRIS will confirm that the Reports are functional and obtain THE CITY’s concurrence. There is no custom report development included in this SOW.

Core Portals

HARRIS will deliver and install the Cayenta Core Portals. HARRIS will confirm that the Portals are functional and obtain THE CITY’s concurrence. Portals are an alternative to printed reports and provide real-time, online statistics that can be selected to display the records that produce the statistics and allows for further drilldown investigation of the records. There is no custom portal development included in this SOW.

Description	Activities	Hours
WMS Reporting (Reports/Portals/Letters)	Includes Discovery, requirements documentation, design, development and initial QA by Cayenta.	This project contains zero (0) hours for BI delivery including reporting and portal statistics.

Entry Criteria:

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

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

Exit Criteria:

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

- All the deliverables below have been achieved

Deliverables

Should a need arise for any development as outlined at the beginning of section 4.7, HARRIS will deliver the following as part of this phase (as required), subject to change order approval.

- Discovery workshops to define requirements for the items listed above in this section.
- Business Requirements Documents (BRDs) will be developed by Harris with THE CITY assistance to describe the intended functionality and requirements of the custom work and approved by THE CITY
- Functional Requirements Documents (FRDs or Technical Specification Documents) will be developed by Cayenta Development describing the manner in which the requirements described in the BRD will be met and approved by THE CITY;
- Custom modifications, interfaces, reports, portals and letters that meet the FRD or design spec;
- QA testing by Cayenta Development and HARRIS consultants prior to THE CITY testing commencing;

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

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

Constraints and Assumptions

- If additional customization is identified as required, but not included in this SOW, but deemed necessary during the project, such customization will follow the same development process outlined here. Any impact on the Project Schedule will be presented and approved through the Change Order Process.
- Orders will be required for all approved required additional customization. Cayenta Development schedules the development of FRDs in the same manner it schedules the actual custom development work, by allocating time in a future month to meet a deadline. Delays in creating, reviewing and approving BRDs and FRDs could jeopardize the delivery of the custom work and have negative consequences on the overall timeline, resulting in a change order.
- HARRIS and THE CITY are equal partners in delivering custom development work. It takes both parties working together to meet the deadlines. The Deliverable Acceptance Process defined in this SOW will be followed by both HARRIS and THE CITY to ensure timely completion of scheduled activities. THE CITY may also be responsible for its own development activities and will do so with the same level of formality and adherence to deadlines.

4.7 Phase 3 – Data Conversion

Purpose

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

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

The Database conversion steps are:

1. Discovery/ Data Mapping / Conversion Plan;
2. Conversion routine development (THE CITY and HARRIS);
3. Validation testing (THE CITY);
4. Refinement and repetition as required (THE CITY and HARRIS);
5. Mock conversion to hone cut-over timing;
6. Cut-over conversion;
7. Post cutover clean up (as required).

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

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

The following are considerations when developing the Data Conversion Plan:

- What data will be converted programmatically;
- What data will be converted manually;
- How much and what type of historical data will be converted;

- How will data that is not converted be stored and accessed;
- How conversion related issues will be tracked and resolved once they have been identified (via CayStone)

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

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

Conversion Validation Criteria

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

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

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

Conversion Scope

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

WMS Conversion Scope

There is no conversion in scope for this implementation.

Entry Criteria:

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

- Discovery sessions completed and documented (to understand intended configuration)
- Change Orders for custom work approved (may affect data conversion)

Exit Criteria:

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

- All the deliverables below have been achieved

Deliverables

Should a need arise for any conversion activity as part of this project HARRIS will deliver the following as part of this phase subject to Change Order approval.

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

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

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

Constraints and Assumptions

- THE CITY has the technical expertise and access (or can obtain it) to extract the data from the legacy system and format it as necessary for HARRIS to convert it and import it into the HARRIS Solution.
- The data conversion process will begin soon after completing the Data Conversion workshop and the Data Conversion Plan is written and approved, This is necessary to meet the start of the Integrated Testing phase and not have negative consequences on the overall Project timeline
- Source data will be converted into a pre-defined set of staging tables/files. HARRIS will define the format of these staging tables/files. The structure and location of these tables/files will be agreed upon during the Data Conversion Discovery session.
- Conversion of historical information outlined above is predicated on THE CITY's ability to deliver the source details at the level of granularity required by the Cayenta Solution conversion analyst.
- No data outside of that defined in the source data files of the Data Conversion Plan will be converted unless agreed to through the Change Control Process.

- The number of conversions to be conducted will be as specified in the Project Schedule. If it is desired or becomes necessary to perform more data conversions, then a Change Order will be processed. Some data may not warrant the investment in developing conversion routines due to low volumes or the complex nature of converting it, in these cases pre or post conversion scripts may suffice, or manual recreation following conversion may be necessary.

4.8 Phase 5 – Test Planning and Execution

Purpose

The purpose of Phase 5 is to test the Solution to ensure that it meets the business requirements of THE CITY.

Fundamental to the testing methodology is a jointly developed Testing Plan. Although the Project Schedule provides an outline of the testing for the purposes of resource allocation and scheduling the test plan will be developed at the beginning of the testing phase and must be approved before testing commences. This plan will provide a week-by-week outline of the major tasks and the team members responsible for them, and thus constitute the testing roadmap.

The test plans include:

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

HARRIS's testing methodology is based on:

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

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

Functional Testing

The main purpose of the Functional Test phase is to confirm that decisions made during the configuration phase of the project are in line with THE CITY's business requirements and that the initial configuration operates as expected. Functional testing will take place on clean, controlled data that is created specifically for the purpose of testing a business function by THE CITY.

Functional Testing will be delivered using scripted scenarios that are common to most HARRIS Work Management clients. Data is entered into the Solution and verified at the start of testing. This ensures that the

initial testing of the configuration decisions is validated and gives the business the necessary confidence to proceed into subsequent test phases. Entering this data is an excellent way for the core team to become more familiar with the Cayenta Solution. HARRIS has developed a number of core functional testing scenarios that will be the basis for THE CITY's testing scenarios. The scenarios are divided into two categories, Primary and Secondary, with Primary scenarios being the most common functions and cover the breadth of the Solution's functionality. Secondary tests are the less often used or back-office functions that while necessary, do not characterize the general operability of the Solution. Primary tests are often used as 'regression' tests, used to validate the Solution after every software update and data conversion. The second stage involves Functional Testing of each customized modification, interface, report, portal, form, web page or letter. THE CITY will validate that the functionality provided meets the functional requirements and specifications.

Integrated Testing

The objective of Integrated Testing is to confirm that the delivered HARRIS Solution performs as specified in the approved Discovery/Scope Document and Functional Specifications. This includes, but is not limited to Cayenta Work Management including subsystems configured functionality. In addition, Integrated Testing will also serve to solidify THE CITY's business processes. All features and functions must work together in the same environment.

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

- Recreate a realistic "production-like" environment and choose a sub-set of data and scenarios to represent the production system. This will typically consist of running operational cycles that provide the appropriate sampling of transactions. In creating the 'pseudo-production' environment, we ensure all components of the production system have been identified and incorporated into the Integrated Test Plan. In addition to the Solution itself, this includes the procedures and processes that need to be in place for the Solution to run properly, the production reports that supplement the Solution, the documentation, and training of the operations personnel, and all interfaces to other internal and/or external systems.
- Manage the focus and momentum of Integrated Testing. Ensure all team members are clear on their activities, when they are supposed to be doing them, and whether or not they have completed their task(s) successfully. This is key and is the responsibility of THE CITY PM or testing lead, working in concert with the HARRIS consultants and in adherence to the Project Schedule.
- Ensure all activities move the team toward the final goal – a successful Go-Live. The activities of all team members and the project issues must be managed closely. Key timely metrics for testing progress and issue resolution must be established and monitored closely. Deviations from the plan will be identified by reviewing testing metrics frequently and adjusting the plan and tactics accordingly.

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

- Integrated testing scenarios inclusive of primary and secondary scenarios (from Functional Testing);
- Testing reports;
- Core integrated testing that tests major batch processes;
- Financial scenarios that focus on validating financial transactions.

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

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

HARRIS will execute a minimum of one (1) mock conversion to prepare for Go-Live cut-over.

- To continue testing a cycle/pass as defined in the Integrated Test Plan.

Entry Criteria:

Both/either party must meet the following criteria before the test phase may begin:

- Core Discovery sessions completed and documented prior to the start of Functional Testing.
- Initial configuration completed prior to the start of Functional Testing.

Exit Criteria:

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

- All the deliverables below have been achieved;
- All Critical and High priority incidents in CayStone have been resolved at the conclusion of Functional, Integrated and User Acceptance Testing (or a timetable for completion has been agreed to by HARRIS and THE CITY).

Deliverables

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

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

HARRIS will deliver the following as part of this phase:

- Test plans and test scenario templates;
- Core test scripts/scenarios;
- Assistance with execution of all testing scripts and problems as testing progresses;
- Managing testing incidents within CayStone and working them towards resolution;
- Testing status/results reporting;
- Batch processes configured with THE CITY assistance prior to the start of UAT;

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

- Customized testing scenarios;
- Execution of all the test scenarios and related activities as per the Project Schedule and the test plan;
- Testing results and incidents recorded in CayStone to ensure a controlled testing process;
- Setup of user security with HARRIS' assistance;

Constraints and Assumptions

- Testing preparations will begin during the Discovery phase by the PMs with the goal of being ready to begin testing once the Solution is initially configured.
- THE CITY will provide sufficient team members to take part in the testing such that the testing can be completed per the agreed Project Schedule and test plan.
- THE CITY has selected capable/qualified team members to perform the testing who will be efficient and capable to perform testing processes as established in the Project Schedule.
- Utilization of CayStone to capture issues/ideas related to data, business processes, training, cut-over and many other categories;
- HARRIS will provide core scenario templates to testing (THE CITY will customize as required);
- CayStone will be used to provide test tracking and incident management for THE CITY team to utilize
- HARRIS will triage new incidents to facilitate timely resolution;
- THE CITY will assume responsibility for conducting the Testing focusing on how well business needs function within the Solution.
- THE CITY will utilize core test scenarios provided by HARRIS and will customize or build new scenarios to meet the requirements of business processes and the resulting configuration of the Solution.
- THE CITY will be trained on and utilize the testing and incident management tool provided by HARRIS.
- THE CITY will organize, communicate and lead the testers through the testing process, following the test plans and schedule; HARRIS will assist.

4.9 Phase 5 – Training Planning and Delivery

Purpose

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

Solution and Technical Training

During the initial hardware and software installation, HARRIS will provide training on the Cayenta Work Management application as it relates to ORACLE and to the Application File Server. HARRIS office based, on-site and webinar training will be given to the appropriate technical and business staff. This training is critical to ensure Cayenta Work Management is maintained correctly once in production.

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

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

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

Course	Trainer	Course Outline & Functional Responsibilities
System Overview	HARRIS Application Consultants	To provide Core Team members and SMEs with a refresher of the basic Solution functionality prior to the start of discovery. Overview training will be delivered as part of the Discovery sessions to allow for better recall of HARRIS Solution functionality as participants discuss how current business processes will be accomplished in the HARRIS Solution. This training will be at the HARRIS offices in Burnaby, BC.
Train the Tester	HARRIS Application Consultants	To equip THE CITY's core team members with the foundational skills to plan and execute tests, and diagnose issues during the Functional Testing component of the implementation, HARRIS will conduct time-sensitive training on Cayenta product fundamentals, just prior to your team commencing the Functional Test Phase. This training is centered around the use of the CayStone testing and incident management tool. This training will be at the HARRIS offices in Burnaby, BC and will immediately follow the Discovery and Configuration phase.
Train the Trainer	HARRIS Application consultants	To prepare THE CITY Trainers for End-user Training, HARRIS application Consultants will review the End-user Training courses.

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

End-user Training

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

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

The benefits for THE CITY having the training responsibility are:

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

A Train-the-Trainer approach to End-user Training has been agreed to as part of this SOW and in this context HARRIS will work with THE CITY to deliver comprehensive End-user Training; with HARRIS Application

Consultants providing the Solution expertise coupled with THE CITY's business process experts. Experience has shown that training is most effective when delivered with relevant context and 'hands on'.

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

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

For each training session, the project will have a Primary Instructor and a Roving Instructor, made up of one (or more) THE CITY representative and one HARRIS representative. The assignment of the primary instructor and the roving instructor will be decided based on the expertise, experience, and availability of the team members. On some occasions end-user training may be conducted solely by THE CITY (if HARRIS is not needed or not on-site).

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

In addition to the standard forms of classroom training, HARRIS's methodology proposes that a lab (Sandbox) be established to allow for practice and to assess readiness production; it is effective for trainees to practice and reinforce what they have learned in the classroom. The lab design will be part of the Training Plan and should be set up for independent study with quizzes to gauge knowledge transfer and to help identify weakness in that transfer. THE CITY will be responsible for the setup and maintenance of this environment.

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

NOTE: On-line reference documentation is delivered with each software release. THE CITY may print this documentation solely for its internal use.

Entry Criteria:

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

- Business Process changes identified and approved (to complete training material development).

Exit Criteria:

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

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

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

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

- Team member(s) to be trainers and to work as coaches following Go-live;
- Updated CITY business process documentation;
- End-user Training Plan, jointly developed with HARRIS;
- Development of training materials and with assistance from HARRIS, including creation of lab exercises and quizzes;
- Delivery of end-user training, including any new/revised business process training.

Constraints and Assumptions

- THE CITY has the facilities and equipment necessary to effectively deliver end-user training.
- THE CITY trainer(s) will be included as members of the Core Team so that they can learn the Solution through Discovery and Testing to be well acquainted with the Solution prior to delivering the training to end users.
- HARRIS will provide a Train-the-Trainer approach to prepare THE CITY for end-user Training.
- HARRIS will support THE CITY with the development of the end-user training plan. HARRIS will provide end-user training materials that can be modified by THE CITY to meet the specific needs the configured and modified Solution.
- THE CITY is responsible for prerequisite education and training such as basic PC skills, MS Windows training, and/or fundamental business process knowledge of the business processes for trainees.
- THE CITY will modify, with guidance from HARRIS, the standard training plan and training materials to reflect THE CITY's specific business process activities that will be performed in the Solution.
- THE CITY has the facilities and will provide the necessary logistics support for all training sessions, including: class schedules, meeting rooms, training rooms, material reproduction, overhead projectors, training workstations, and any other necessary training supplies.
- THE CITY will ensure end-user attendance at training.

4.10 Phase 6 – Deployment and Go-live

Purpose

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

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

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

The Production Readiness phase focuses on four critical areas:

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

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

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

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

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

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

Entry Criteria:

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

- Functional Testing complete.
- Integration Test complete prior to the Go/No-go decision.
- Critical & High priority incidents in CayStone resolved prior to the Readiness Checklist sign-off.
- Completion of Mock cut overs as specified above.

Exit Criteria:

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

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

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

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

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

Constraints and Assumptions

- Go-live will occur over a weekend and typically requires 3 days to complete, thus THE CITY may need to stop operational activities related to customers for a business day, or at least not perform any activities in the legacy system once the data conversion process begins.

4.11 Phase 7 – Transition (Post Implementation Support)

Purpose

The final phase is designed to provide a smooth transition into production and then to HARRIS Support. Once the Solution is in production, a HARRIS application consultant stays engaged to assist THE CITY production staff to verify the Solution is functioning properly and to assist THE CITY in the identification and resolution of all functional and technical issues, concerns and errors (jointly referred to issues or defects) related to the operation

of the HARRIS Solution. The application consultant will have been part of the implementation team and will be on-site in line with the schedule proposed in the Project Plan—HARRIS will provide remote support for the days when the consultant is not on-site or traveling. HARRIS will provide extended hours of support during the Transition period as may be required to address problems. A team of Vancouver-based personnel (developers, analysts, report writers, and technical specialists) will provide remote support to the application consultant as required including on-call availability during THE CITY business hours (Eastern Time) for Critical Issue escalation and assistance.

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

THE CITY will establish and staff a help desk for support during the Transition Phase to take calls and log issues reported by end-users, using CayStone. These individuals should be identified during the Testing phase and provide support to the users during the Integration Test phase to allow greater support for the end user post go live. THE CITY will provide the first line of support to end-users and attempt to resolve issues using the training materials, Solution documentation, and the design documents. Unresolved issues related to the Solution will be escalated to HARRIS with CayStone.

The ongoing operation for the Solution will be the responsibility of THE CITY following the Go-live date with the support of HARRIS. HARRIS will correct or offer a plan or solution for all Critical and High priority defects associated with configuration, modifications, interfaces, reports, portals, web pages, letters, etc. as reported by THE CITY during the Transition period. THE CITY is responsible for defects associated with configuration, modifications, interfaces, and reporting that have been changed by THE CITY or other Consultants (not contracted by HARRIS) without HARRIS written approval.

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

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

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

Entry Criteria:

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

- Go-live.

Exit Criteria:

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

- All the deliverables below have been achieved.

Deliverables

HARRIS will deliver the following as part of this phase:

- Four (4) weeks of assistance with functionality issues that may arise during this period for each Project;
- Assist in resolving user created errors and the resolution of any latent configuration issues or coordinating resolution of latent defects;
- Support month-end activities;
- Structured hand-off to the standard Harris Support;
- Provide THE CITY with an acceptable plan to correct all remaining High and Medium priority defects

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

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

Constraints and Assumptions

- Deferred features and functionality that may have been agreed during the implementation to be delivered during the transition period have been provided, tested, implemented and accepted by THE CITY.
- THE CITY Post-implementation support plan in place with a staffing plan. Formal hand-off of production support, including outstanding issues, risks, and other concerns, has been made from the HARRIS staff to THE CITY staff. Relationships and procedures have been established between THE CITY staff, software HARRIS, and ongoing HARRIS staff as appropriate.
- HARRIS will provide a combination of on-site and remote support to THE CITY during the first two complete billing cycles and for all month end processes.
- HARRIS will assist THE CITY to transition from implementation (consultant) support to standard remote Support as agreed to in the Support and Maintenance Agreement, during the four (4) week Transition period.
- A CITY support group will be assembled prior to cut-over to stabilize the implementation and provide production support services, including refresher training, coaching and user authorizations and security support for the duration of the post go-live transition period.

5 Project Management Methodology

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

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

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

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

5.1 Project Governance

Team Meetings

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

Project Manager Meetings

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

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

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

Executive Steering Committee Meetings

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

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

5.2 Conflict Resolution

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

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

Resolution Escalation Process

HARRIS recommends three levels for conflict escalation:

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

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

Basic points:

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

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

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

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

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

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

5.3 Project Schedule

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

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

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

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

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

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

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

5.4 Project Scope

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

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

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

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

5.5 Change Control

The SOW, Contract, RFP Response, and demonstrations form the basis of joint commitments. HARRIS and THE CITY understand that active discovery and clarification of requirements are a reality throughout the life of the project. Communication and trust is critical between the project managers and project teams in balancing between limiting scope for the success of the project without sacrificing quality. The management of scope is most effective when there is active executive management involvement.

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

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

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

HARRIS and THE CITY agree to work collaboratively and constructively towards completing this project on time, and within scope and budget, however, throughout the duration of the project many situations will arise to challenge this commitment. The best approach to addressing these challenges is thorough documentation of the many small issues that can lead to missed deadlines and potential scope and budget overruns. The HARRIS and THE CITY PMs must be diligent in this documentation and be frank with one another in accepting the ownership for any delays or scope changes. Working from this position is always easier in the long run and serves to remove the ambiguity and finger pointing, allowing both parties to move forward in unity. Events beyond either party's control, such as natural disasters, will be recognized as such and the responsibility for getting back on track will be shared equally.

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

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

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

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

5.6 Risk Management

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

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

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

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

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

5.7 Incident Management

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

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

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

If the incident cannot be resolved by the consultant due to a software defect, a Jira (development issue) is raised to the HARRIS Development Team. Jira is our internal development issue tracking system. The Jira will be prioritized on a severity scale of Critical, High, Medium and Low (which correspond to the numbering system used in CayStone). The Jira number is entered into CayStone, and the incident status is changed to 'Tracker' (aka Jira). HARRIS's Development Team will work the issues based on priority and the manner they are scheduled each month.

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

Once the Jira fix is available, the consulting team is notified. Application Consultants will coordinate with THE CITY to apply the patch or release. Following quality assurance (QA) testing by the consultant, the incident will

be updated in to change the status from a status of 'Tracker' to 'Validate' in CayStone and assigned back to a THE CITY team member. The THE CITY team member will test the incident, and if successful, will change the incident status to 'Closed'.

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

5.8 Communications

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

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

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

6 Project Team

6.1 Project Managers (PM)

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

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

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

The following table identifies the roles and responsibilities.

Person	Role & Responsibilities
HARRIS PM	<p>To function as the project lead for the vendor in the delivery of the services contained within this SOW and the point of contact for THE CITY. This person's responsibilities include:</p> <ul style="list-style-type: none"> • Manage the delivery of services described in this SOW to keep the project on time and within budget; • Jointly monitor progress, resource utilization and milestones; • Maintain the MS Project Schedule as described in this SOW with timely weekly input from THE CITY PM and Project team; • Jointly identify and manage project risk; • Ensure appropriate HARRIS staffing for the project and manage same; • Timely coordination of HARRIS personnel and HARRIS sub-contractors performance and accomplishments, ensure they are functioning within THE CITY's business policies and procedures while on-site; • Lead the project manager meetings; • Initiate change orders as required and agreed to; • Facilitate transition to production and coordinate the resolution of any issues; • Participate as part of the project team to share information and be involved in project decision making; • Provide weekly status information and monthly reports to THE CITY; • Assist with the development and delivery of the Monthly Executive Steering Committee Presentations; • Manage and ensure that vendor invoicing is accurate and timely; • Provide ad hoc project status updates to project sponsor and senior management;
THE CITY PM	<p>To function as the project lead for THE CITY and the point of contact and accountability for THE CITY activities. This person's responsibilities include:</p>

Person	Role & Responsibilities
	<ul style="list-style-type: none"> • Provide day-to-day project leadership for THE CITY team/resources • Communicate THE CITY resource assignments to assist in the maintenance of the project schedule; • Coordinate project changes; • Timely coordination of THE CITY and sub-contractor resources needed by the project; • Coordinate procurement of hardware and other resources that are not the responsibility of HARRIS; • Ensure that HARRIS is informed of THE CITY's policies and procedures and verify they are working within them; • Facilitate the project steering committee meetings; • Prepare and participate in the project manager meetings; • Facilitate and participate in a timely decision-making process; • Oversee the communication plan for the project to ensure project information is flowing to the right people at the right time; • Oversee THE CITY organizational change management process to ensure that THE CITY's workforce is engaged with the project, that responsibility is developing with the appropriate personnel so that the new business processes will be accepted; • Oversee THE CITY requirements throughout the life of the project, updating the list by removing requirements that are no longer needed, and adding new ones as agreed to with HARRIS, initiating Change Orders as necessary to document the agreement; • Act as a conduit for all project information to THE CITY project team, steering/governance committee and stakeholders; • Monitor project status and apply corrective actions with HARRIS; • Provide ad hoc project status updates to project sponsor and senior management; • Provide timely coordination of deliverable acceptance process as outlined in this SOW; • Process invoices for approval and payment as deliverables are accepted; • Coordinate the activities of all THE CITY's support personnel (internal and external).

6.2 THE CITY's Project Team

HARRIS requires that THE CITY provide qualified resources that shall be jointly responsible with HARRIS for meeting the mutually agreed upon project schedule and milestones for implementation of the Solution. Refer to the Staffing Matrix and Project Schedule for the number of FTEs required by product implementation for THE CITY and HARRIS.

Core Team	Core team members are THE CITY employees with experience and authority to fully participate in the design of business rules and the configuration of the Solution. Core team members are chosen from each of the business areas covered by the new system.
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	<p>One or more will also become key to providing end-user training.</p> <p>This team should be comprised of subject matter experts in the areas of Inventory, Work Orders, Fixed Assets and Information Technology. They should be fully conversant in their subject areas, empowered to make business process decisions. These core team members will participate in Discovery, as well as being involved in all the testing phases and preparation of processes, controls and reports for the production operations.</p>
Subject Matter Experts (As Required)	<p>Subject Matter Experts are THE CITY employees with experience and authority to fully participate in the design of business rules and the configuration of the Solution. They are chosen from each of the business areas covered by the new system.</p>
Report Developer / Report Analyst (if required)	<p>With support from the HARRIS Report Analyst, THE CITY Report Writer/Analyst is responsible for working with the core team to develop report specifications and write additional custom reports. The resources identified in the plan may not be representative of the level of resourcing required, as this is dependent on the quantity and type of reports required by THE CITY. The level of resourcing required is identified through the analysis of the Report Plan, with some reports being developed by HARRIS, while others THE CITY takes on. Historically, we have seen a variation of between 1 to 3 Report Writers/Analysts assigned to the report writing project task on a full-time basis for the duration of the project. Alternately, if report writing is not a core competency of THE CITY, then the development of additional reports can be passed to HARRIS through the change control process.</p>
IT Staff	<p>THE CITY should provide IT support for different aspects of the project. Depending on the skill sets available, this support may be provided by one or several people. This person(s) will be key in regards to providing the following assistance to the project team:</p> <ul style="list-style-type: none"> • Environmental setup support (e.g. network, workstations, servers). • Hardware issue resolution (printer problems). • Instance management of HARRIS's applications. • System administration. • Database management. • System security.
Data Conversion Analyst / Developer (if required)	<p>The Conversion Resource should be very familiar with THE CITY's legacy systems and the business processes supported by the systems. This person should be available as needed for the relevant project phases.</p> <ul style="list-style-type: none"> • Committed as needed (expected to be 100% during the development and testing of the extract programs) for the relevant phase of the conversion project • Will assist in analyzing all conversion related technical issues and strategies with relation to the legacy system. • Will be in constant contact with HARRIS's Conversion Resource in order to resolve technical issues and revise strategies as they impact the conversion tasks.
Interface Analyst / Developer (if required)	<p>The Interface developer should be very familiar with THE CITY's existing interfaces to the legacy Finance, Work Management and CIS systems in order to facilitate HARRIS's integration. This person should be available as needed for the relevant project phase with the following responsibilities:</p> <ul style="list-style-type: none"> • For HARRIS's outbound interface, will assist in coordinating and testing the development delivered by the HARRIS developer.

	<ul style="list-style-type: none"> For HARRIS's inbound interface (IVR for example), the THE CITY interface developer will design and build the modifications to the interface in accordance with technical specifications defined jointly by HARRIS and THE CITY;
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6.3 HARRIS Project Team

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

Application Consultant	<p>The Application Consultant is the on-site application specialist who supports the configuration workshops, configures the Solution, provides acceptance testing, training and go-live support, and supports post-live transition.</p> <ul style="list-style-type: none"> This person works under the direction of the Lead Application Consultant, but can and will work independently with THE CITY team. This person provides hands on support for the System Architecture, Configuration Set-up, Test Design, Test Execution, Training Design and Delivery and Financial Balancing Process Design.
Technical Consultant (As Required)	<p>The Technical Consultant will perform the initial software installation and provide on-going review and quality assurance of the Solution instances, through the life of the project.</p> <ul style="list-style-type: none"> This individual will also provide training to THE CITY technical staff on creating additional instances (application and RDBMS) and managing the environments. During the project the Technical Consultant will perform upgrades and apply software patches as required. THE CITY IT staff will be trained on these procedures as well.
Software Developers (As Required)	<p>As specific system modifications are required, Software Developers supporting different modules and products will be used to design and code the modifications. These individuals work remotely from Vancouver.</p>

Staffing Replacements

- Any HARRIS resource replacements must be approved by THE CITY.
- If in THE CITY's opinion a HARRIS staff member is not performing in an acceptable manner or other considerations are causing the staff member to be unfit, THE CITY can request and HARRIS will not unreasonably withhold approval to replace the staff member. THE CITY must document in writing the specific reasons why THE CITY believes the resource should be replaced. If the parties agree to replace a staff member, the removal will take place as soon as possible, but not longer than ten (10) business days after notification in writing to HARRIS. The new resource will be in place within thirty (30) calendar days, or within another mutually agreed upon timeframe by the parties.

- If HARRIS resources are removed from the project, there will be a two-week overlap with the replacement resource for a transition period to facilitate knowledge transfer to the new HARRIS consultant unless the parties mutually agree that an overlap period would not be beneficial to the project. There will be no additional cost to Client for this transition period, other than travel expenses for both resources.
- It is understood that if a HARRIS employee leaves employment with HARRIS or is otherwise incapacitated; such change will be outside the control of HARRIS. In such case, HARRIS will immediately, within no longer than ten (10) business days, replace the key resource. If the permanent suitable candidate cannot be immediately assigned, HARRIS may assign a temporary replacement, but will commit to have the permanent replacement approved by THE CITY and in place within a mutually agreed upon timeframe.
- HARRIS has the right to request replacement of THE CITY resources if in HARRIS' opinion the resource is detrimental to the success of the project. HARRIS must document in writing the specific reasons why HARRIS believes the resource should be replaced. THE CITY must respond to the request, indicating whether the replacement will be made, a supplemental resource will be added or no action will be taken. THE CITY will not unreasonably withhold approval of the request to replace resources.

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

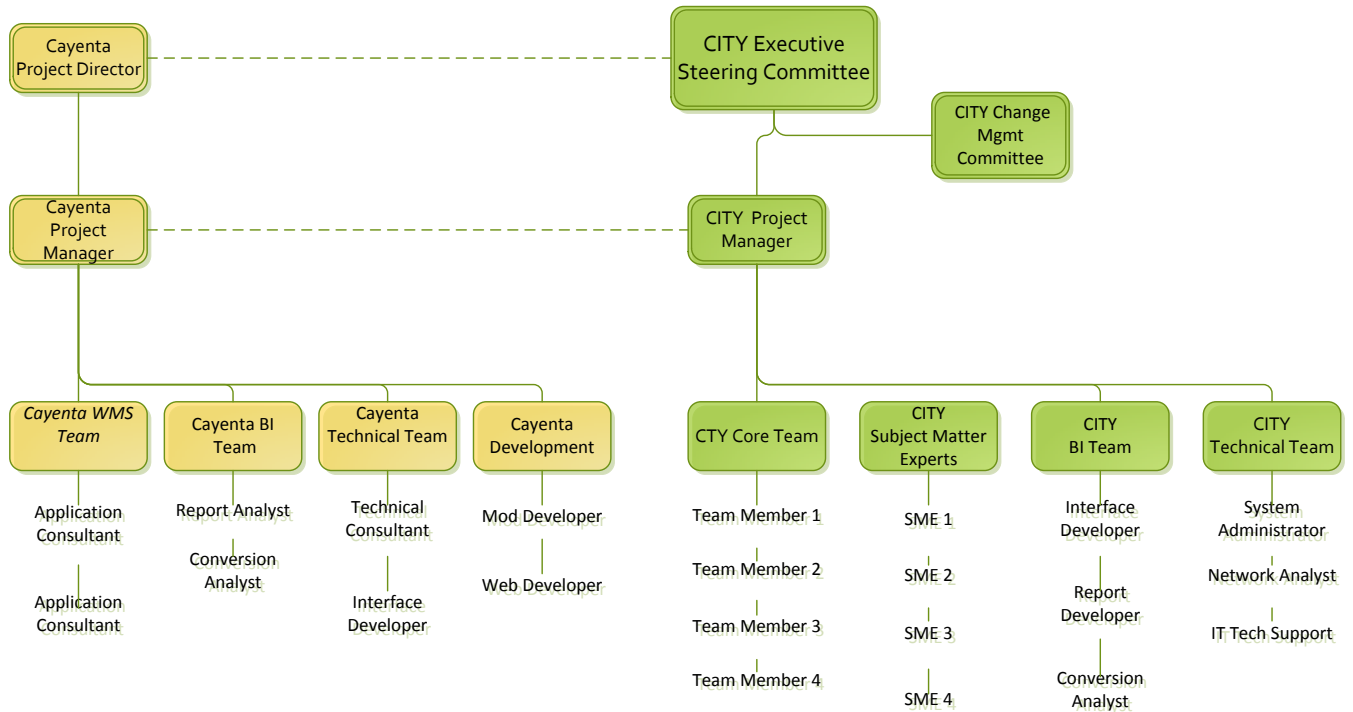
6.4 Business Hours and Time Away from The Project

THE CITY's regular working hours are 8:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday. HARRIS consultants will deliver approximately 28 hours per week, with the remaining time utilized for travel. While they are on-site they will make themselves accessible to THE CITY's project team during the regular business hours so that their availability will not be the cause of project delays. Typically, HARRIS's personnel will be on site Tuesday morning through Friday morning with Monday and Friday afternoon being allotted to travel. Limited trips have been defined in the travel schedule. THE CITY agrees to make the necessary resources available for travel to the HARRIS offices as necessary during the Discovery and Configuration phase of the project.

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

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

6.5 Project Organizational Chart



7 Project Facilities and Resources

7.1 Office Space & Supplies

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

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

7.2 Computers

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

7.3 Communication

Each consultant will also be provided a telephone at his/her desk for making internal, local and long distance calls for business reasons related to the project.

THE CITY will provide an Internet connection to allow HARRIS consultants to access the web consistent with THE CITY security policies.

7.4 Project/Conference Rooms

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

7.5 Training Facilities

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

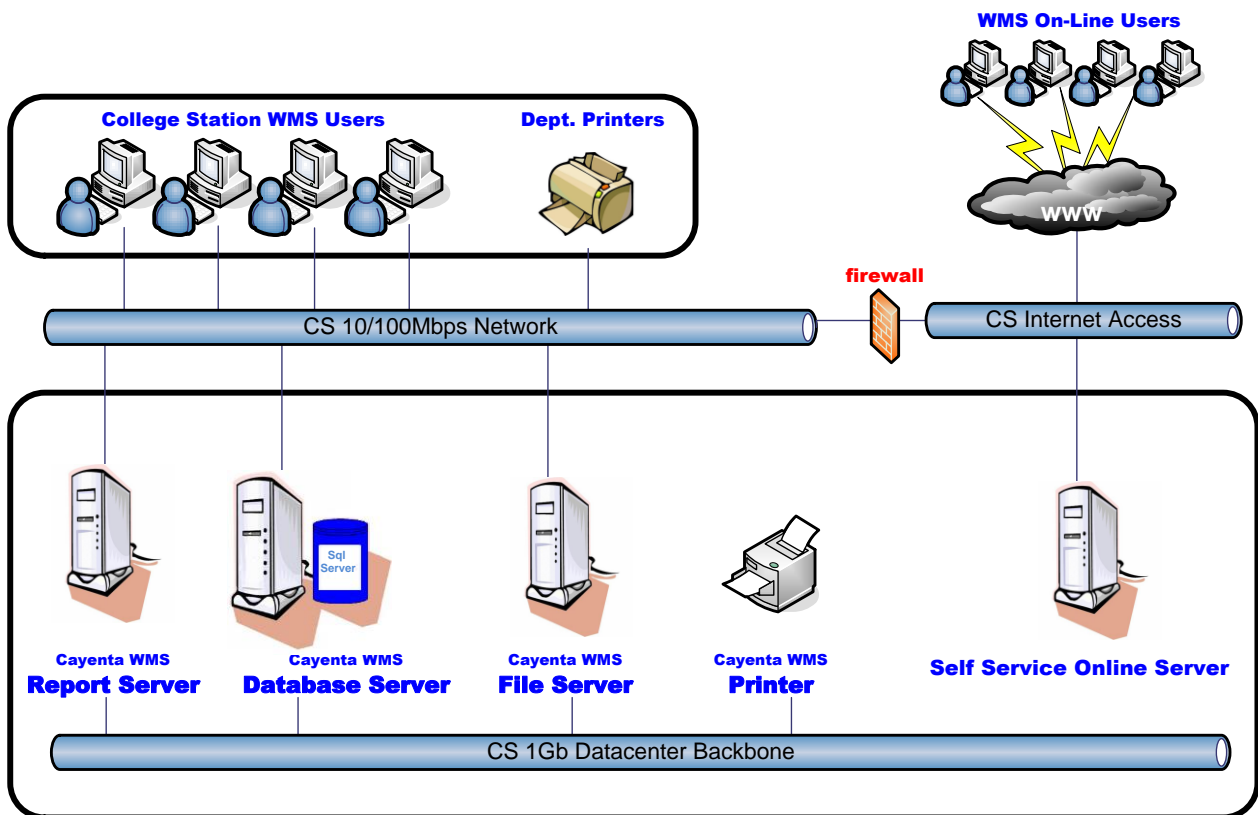
7.6 Solution Environment

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

THE CITY's Required Network Minimums:

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

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



This diagram is a logical representation of the Cayenta Work Management server components required, in relation to THE CITY network layout. As depicted, the following 4 servers are required, and can exist as physical or virtual servers. In order of resource intensity including their respective O/S platform options:

- **Cayenta Application Database Server**
 - MS Windows Server 2008R2
- **Cayenta Application Report Server**
 - MS Windows Server 2008R2
- **Cayenta Application File Server**
 - MS Windows Server 2008R2

Database platforms supported:

- ORACLE 11g

SQL Server platforms supported:

- MS Windows Server 2008R2

Cayenta Database Server requirements:

Database server O/S for an SQL Server-based solution:

<u>Optimal</u>	<u>Minimum</u>
MS Windows Server 2008R2	MS Windows Server 2008R2

Database server hardware for SQL Server solution:

<u>Optimal</u>	<u>Minimum</u>
1GB network adapter	100Mb Network adapter
16GB memory	8GB memory
4 multi-core CPUs	4 multi-core CPUs
750GB disk	500GB disk

Cayenta File Server requirements:

<u>Optimal</u>	<u>Minimum</u>
MS Windows Server 2008R2	MS Windows Server 2008R1
1GB network adapter	100Mb Network adapter
8GB memory	4GB memory
4 multi-core CPUs	2 multi-core CPUs
500GB disk	200GB disk

Cayenta Reports Server requirements:

<u>Optimal</u>	<u>Minimum</u>
MS Windows Server 2008R2	MS Windows Server 2008R2
10GB network adapter	1Gb Network adapter
8 GB memory	4 GB memory
4 multi-core CPUs	2 multi-core CPUs
250GB disk	100GB disk

DESKTOP requirements:

<u>Optimal</u>	<u>Minimum</u>
MS Windows 7-64bit	MS Windows 7-32bit or Windows XP
100MB network adapter	10Mb Network adapter

4GB memory	1GB memory
100GB available disk	20GB disk

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

HARRIS software Installation and training will be coordinated with THE CITY's hardware and operating system personnel.

7.7 Application and Database Instances

HARRIS will provide all necessary assistance to THE CITY to enable the following database instances to be installed:

Configuration Instance – (CAYGOLD)

- Dedicated software configuration instance used to keep all configuration pristine throughout the project
- This will be a combined CIS and Work Management environment

Test Instance – (CAYTEST)

- Dedicated software test instance used throughout the project for unit testing of interfaces and reports
- This will be a combined CIS and Work Management environment

Production Instance – (CAYPROD)

- Dedicated software production instance used for core integrated testing
- Once referenced testing completed instance will be used for THE CITY to go-live on.
- This will be a combined CIS and Work Management environment

THE CITY will be responsible for creation of all other environments as required including but not limited to other testing and training environments.

8 Project Deliverables

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

8.1 Acceptance of Project Deliverables

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

- HARRIS completes the deliverable and delivers it, in the specified format, to the THE CITY Project Manager as per the Project Schedule.
- A walkthrough of the deliverable (as appropriate) will occur within 2 business days of it being received, with HARRIS providing an orientation of the deliverable and responding to questions.
- Within five (5) THE CITY business days from receipt of the deliverables (or the walkthrough, as appropriate), THE CITY will review the deliverable in detail, and determine whether it conforms to the deliverable specifications.
- In the event that the deliverable is incomplete, unclear or deficient, THE CITY will provide a detailed list in writing of the deficiencies and questions, within the five (5) business day review period.
- HARRIS will provide a response resolving the deficiencies and/ or concerns within five (5) THE CITY business days from receipt of the list of questions/deficiencies. A review meeting may be scheduled as appropriate to expedite the approval process.
- THE CITY and HARRIS may, by mutual written agreement, extend the review period (this may result in a Change Order to document the change and possible schedule impact, as determined by the PMs).
- Deliverables will be delivered to THE CITY as they are developed.
- In the event that THE CITY does not provide written notification of its rejection or acceptance of a deliverable within five (5) THE CITY Business Days, such deliverable shall be deemed to be accepted by THE CITY unless an extension is requested and accepted by HARRIS. This is necessary to keep the project on schedule, especially as it relates to any development activities. Deficiencies may still be resolved after this default acceptance as agreed to by the PMs, but they will not impede moving forward with other project activities, nor will they be grounds for not signing-off on the deliverable.
- THE CITY shall not encumber the review and approval process as to slow down the process without accepting responsibility for the potential schedule impact that may result.
- THE CITY is also considered to have deliverables, and scheduled activities as defined in the Project Schedule. For this, THE CITY must provide the necessary resources, level of effort, facilities and technical infrastructure to meet the deadlines.
- Deliverable and Milestone sign-offs are considered deliverables and will conform to these same procedures.
- Change Orders are considered deliverables and will conform to these same procedures.
- Deliverables that have passed their dates as defined above and in the Project Schedule and have aged 5 business days will be escalated to the executive above each PM for further action.

- Deliverables that are delayed at any step of the delivery and acceptance process will be re-forecast within the Project Schedule to determine the impact of the delayed approval. The PMs will perform this “what-if” analysis to determine the impact to the overall project schedule and to determine if time can be recovered at some future point to keep the project on track for its scheduled go-live. A change order will be processed to make such a change ‘official’ and to assess the monetary impact.

A deliverable will be accepted by THE CITY if:

- It satisfies the scope of the work described in this document and if it contains the content described in the Deliverables section; or
- The specified test result is achieved for each test specified in the Test Plan; or
- The Solution is put into production mode by THE CITY.

9 Compensation and Payment Schedule

9.1 Fixed Price

Invoice and payments in the amounts identified below, shall be payable in accordance with the Florida Local Government Payment Act when THE CITY accepts in writing the respective Deliverable or the completed milestone. The Final Payment shall not be paid until THE CITY indicates final acceptance in writing of the entire project. The Close-out Plan will define the criteria for final acceptance.

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

The payment milestones are constructed in a manner to compel HARRIS to perform, but also to provide fair compensation for the effort invested up to that point in time.

License Costs	Price
WMS Base Module License	\$100,000
Subtotal License Costs	\$100,000

Professional Services/Implementation Costs	Price
Phase 1: Overview and Discovery	\$10,000
Phase 2: Custom Development	\$30,000
Phase 3: Data Conversion	\$20,000
Phase 4: Test Planning and Execution	\$35,000
Phase 6: Deployment - Go Live	\$10,000
Phase 7: Post Implementation Support and Project Close	\$10,000
Project Management	\$10,000
Subtotal Work Management Services/Implementation	\$125,000

Total Solution Project Summary	
Total Software License	\$100,000
Total Software License (3rd Party)	\$12,000
Total Professional Services/Implementation	\$125,000
Work Management Project Total License/Implementation	\$237,000

Total Project Costs	
First Year Maintenance and Support	\$24,640
Total Software License	\$100,000
Total Software License (3rd Party)	\$12,000
Total Professional Services/Implementation	\$125,000

Total First Year Cost Cayenta Work Management Solution	\$261,640
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9.2 Structure of Payments

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

The HARRIS duties described in this the deliverables in this SOW associated with each milestone payment must be completed and approved by THE CITY to receive the full payment for the associated milestone.

The Table of Payment Milestones for Professional Services is detailed in section 10.7.

9.3 License Fees

License fees and associated milestones are detailed in the Software License Agreement Addendum. License fee will be payable at contract signing.

9.4 Travel and Expense Policies

General Travel Governance

The travel estimate was calculated based on a nine (9) month implementation (including post go-live support periods).

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

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

Consultant Time On-Site

Out of Town Travel

1. Travel and living costs will be billed as incurred. HARRIS will make every effort to minimize travel and living expenses. Travel and living expenses include:

-

- Airfare
- Lodging
- Per Diem (HARRIS policy allows for \$55/day for week days (\$110 for weekends and holidays)
- Ground Transportation (taxis, rental cars, fuel, tolls, parking)

-

2. The actual number of trips required will be determined jointly the Project managers. The numbers provided above are reasonable estimates for a Project of this scope and duration.

Invoicing Travel

Expense reports will be submitted within ninety (90) days of the close of the month the expenses were incurred in.

Travel Expenses Incurred by Cayenta

Travel and living costs are approximate only; expenses will be invoiced as incurred over the six (6) month timeline. This includes the following estimates for each trip:

Category	Estimated Number of Trips	Estimated Unit Cost	Estimated Cost
Airfare	5	\$800	\$4000
Lodging	5	\$500	\$2500
Per Diem	5	\$300	\$1500
Car Rental & Cabs (shared)	5	\$200	\$1500
Parking	5	\$100	\$500
Total Travel Estimate			

This includes travel estimates related to implementing optional products selected and the three (3) week transition period.

Costs for travel are beyond HARRIS’s control so THE CITY should include in its project budget a contingency of 15% in this travel estimate. HARRIS will endeavor to book travel well in advance and negotiate rates with a hotel to achieve or better this estimate. HARRIS will track and report monthly against the travel estimate, including a projection of final costs based on the accumulated actuals to that point in time.

9.5 Payment Terms

Invoices are due Net 45 following THE CITY’s receipt of proper invoice in accordance with the Florida Local Government Prompt Payment Act.

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

Monetary change orders will be executed with the return of the signed change order and an initial payment of 50% of the total change amount for development change orders.

10 Appendices

10.1 Project Schedule

Below is an image of the initial draft of the Project Schedule that will be refined by the PMs at the start of the Preparation phase to meet the requirements of both parties. The estimated start date and Go-live dates are defined in the Definitions in Section 1.

This schedule represents an overall duration of 6 months.


Week	Activity	Cayenta Team	FLL Team
1	Kick Off - System Build & Upgrade Unit Test	Vancouver	
2	Week 1 WM Configuration Workshops	Vancouver	Vancouver
3	Week 2 WM Configuration Workshops	Vancouver	Vancouver
4	Week 3 WM Configuration Workshops	Vancouver	Vancouver
5	Unit Test and End to End Walkthrough	Vancouver	Vancouver
6	Functional Test	Vancouver	FLL
7	Functional Test (Remote Only)		FLL
8	Functional Test	Vancouver	FLL
9	Functional Test (Remote Only)		
10	Functional Test	Vancouver	FLL
11	Functional Test (Remote Only)		
12	Functional Test	Vancouver	FLL
13	Functional Test (Remote Only)		
14	Process Review	FLL	FLL
15	Functional Test (Remote Only)		
16	Functional Test	Vancouver	FLL
17	Functional Test (Remote Only)		
18	Functional Test	Vancouver	FLL
19	Functional Test (Remote Only)		
20	Functional Test	Vancouver	FLL
21	Functional Test (Remote Only)		
22	Functional Test	Vancouver	FLL
23	Functional Test (Remote Only)		
24	Process Review & Mock Live 1	FLL	FLL
25	Daily Ops (Remote Only)		
26	Go-Live	Vancouver	FLL

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

10.2 Change Order Document

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

[Client Logo]



[Client Name] – [Project Name]

Change Order [###]

Title

[Title]

Background and Justification

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

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

Contact & General Information

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

Description of Change Request

[Overview of change request]


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

Ref	Description	Hours

Cayenta, a Division of Harris Computer Systems

1 of 3

[date change written]



[Client Logo]

Ref	Description	Hours
Total Hours		

Project Impact

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

Budget	
Resources	
Payment Milestones	
Schedule	
Risk	

Attachments:

Approval

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

Cayenta, a Division of Harris Computer Systems

2 of 3

[date change written]

10.3 Supplemental Services

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

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

Up to the Completion of Services, HARRIS will provide supplemental services at a rate of \$185.00/hr USD. After the Completion of Services, HARRIS agrees to provide additional services for the period of one year at the rate of \$185 per hour. Services after that period will be at the prevailing rate of HARRIS or as per the Software Agreement.

Continuance

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

10.4 Interfaces and Modifications

The following tables list the interfaces requested during the contracting processes. These are the only interfaces and modifications that have been accounted for as either being core to the product (included) or a custom interface to be delivered by HARRIS Development or via configuration utilizing CayentaConnect. Changes to these lists will be managed through the Change Control process.

Qalert Interface Costing	No. Of Days	Price
Work Order User Exit Extension	7	\$9,600
Add Messages - To QALert	2.5	\$3,400
Update Messages - To QALert	2.5	\$3,400
Close Messages - To QALert	2.5	\$3,400
Cayenta Polling Service - Inbound Add Messages	2.5	\$3,400
Cayenta Polling Service - Inbound Update Messages	2.5	\$3,400
Cayenta Polling Service - Inbound Close Messages	2.5	\$3,400
Subtotal Qalert		\$30,000

Optional Items

The following options were selected during the contracting process and are included in the project and this SOW:

Selected Optional Products & Services

- None

The following options were discussed in the contracting processes. THE CITY has opted **not** to include these items as part of the work defined by this document. A change Order will need to be executed to bring any of these items into the project:

Not-selected Optional Products & Services

- None

10.5 Core Reports

The tables that follow identify the core reports that are provided with the Solution. THE CITY may find that these reports will suffice for several of their current reporting needs and will thus not need to pay for any development time if used as is. Any customizations to these core reports will make the reports custom for THE CITY and will require development time from the hours allocated to report development. The reporting workshop will identify core versus custom report needs.

Cayenta Work Management Core Reports		
1. WMS – Cognos Reports		
<ul style="list-style-type: none"> a. Outstanding Work Order Report b. Work Order Cost Report c. Work Order active d. Asset Hierarchy Register e. Operations Asset Register f. Asset Detail Cost g. Asset History Report h. Asset Transactions Report 		
2. Job Costing		
<ul style="list-style-type: none"> a. Job Costing Log file Reports b. Job Exception Report c. Job Status Detail Report d. Job Cost Summary Report e. Job Status Summary Report 	<ul style="list-style-type: none"> f. Activity Summary Report g. Usage Summary Report h. Job Costing Master Code Listing 	

10.6 Table of Payments

The total budget is \$125,000 services and \$100,000 license. NOTE: Dates are estimated and will be finalized once SOW has been signed and project commences.

MP#	Milestone Description	Month	Services Billed
Monthly 01	WMS Project Management	Jan-15	\$2,600
Monthly 02	WMS Project Management	Feb-15	\$2,600
Monthly 03	WMS Project Management	Mar-15	\$2,600
Monthly 04	WMS Project Management	Apr-15	\$2,600
Monthly 05	WMS Project Management	May-15	\$2,600
Monthly 06	WMS Project Management	June-15	\$2,600
MP101	WM Discovery Complete	Jan-15	\$5,000
MP102	WM Initial Configuration Complete	Feb-15	\$10,000
MP103	WM Modification Specifications Complete	Feb-15	\$3,000
MP104	WM Modifications Delivered	Mar-15	\$6,600
MP105	WM Interface Specifications Complete	Mar-15	\$4,000
MP106	WM Interface Functional Testing Complete	Apr-15	\$8,000
MP107	WM Interface Integration Testing Complete	Jun-15	\$8,000
MP108	WM Conversion Plan Delivered	Feb-15	\$4,080
MP109	WM Conversion 1	Mar-15	\$5,240
MP109	WM Conversion 2	May-15	\$5,240
MP109	WM Conversion 3	Jun-15	\$5,240
MP103	WM Functional Test Plan Delivered	Jan-15	\$5,000
MP104	WM Functional Testing Complete	Jan-15	\$10,000
MP105	WM Integrated Test Plan Delivered	Feb-15	\$5,000
MP106	WM Integrated Testing Complete	Apr-15	\$10,000
MP107	WM Readiness and Cut-over Planning Complete	May-15	\$5,000
MP108	WM Go-live	Jun-15	\$5,000
MP109	WM Post Go-live Transition Period	Jul-15	\$5,000

\$125,000