

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
UTILITY DATA CONTRACTORS, LLC**

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties (“Effective Date”) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Utility Data Contractors (UDC), a Colorado limited liability company (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. City desires to secure the services (“Services”) more fully described in this Agreement, in Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,
- C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations, and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on January 5, 2026 and terminate on July 3, 2028.

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

- A.** Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.
- B.** Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

- C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.
- D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and materials provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **ONE MILLION FIVE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED DOLLARS (\$1,596,900)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors;

(iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor

- C.** Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.
- D.** In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

- A.** "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the (1) City's individually identifiable customer information, (2) the City's customer usage data and financial data, and (3) all City data to be migrated under this Agreement.
- B.** Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals..

- C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.
- D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.
- E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the

Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

- F.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.
- G.** Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or

destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

- H. Contractor shall implement and maintain technical and organizational measures to protect City's Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in accordance with the highest industry standard and applicable law. Contractor shall adopt and maintain throughout the Term such security measures to encrypt City's Customer Data and other Confidential Information of City; to help ensure ongoing confidentiality, integrity, availability and resilience of the Services; to help restore timely access to City Confidential Information following an incident; and for regular testing of the effectiveness of Solution security. Contractor shall update or modify its data security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services. Contractor shall ensure compliance with its data security measures described herein by its Representatives to the extent applicable to their scope of performance. Without limiting City's remedies and notwithstanding anything to the contrary in this Agreement, Contractor shall immediately investigate and remediate any accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of City's Confidential Information and take such actions as required by City in connection therewith.
- I. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

- A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.
- B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.
- C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on

any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

- A.** City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.
- B.** Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.
- C.** Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).
- D.** Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section

discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

- E. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors, or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor

shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Utility Data Contractors, LLC
82 Inverness Dr. E, #A1
Englewood, CO 80112
and by e-mail at dpeaslee@udcus.com and contracts@udc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards

(<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state, or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

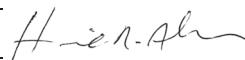
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City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
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"CITY"

UTILITY DATA CONTRACTORS, LLC
a Colorado limited liability company

Dated: 09/24/2025

By (Signature): 

Name: Hamid R Akhavan

Title: CEO

Principal Place of
Business Address: 82 Inverness Dr East Bldg A1

Email Address: hamid@udcus.com

Telephone: (414) 915-8973

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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EXHIBIT A

SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary professional and technical support services to develop and implement a plan to upgrade Silicon Valley Power's (SVP) current ArcGIS/ArcFM Desktop environment to ArcGIS Pro/ArcFM Editor XI platforms to allow for the expansion of capabilities, streamline data management and workflows, and to migrate the existing data to the new software ("Project"). The Project includes:

1.1.1 Migrating the data from the Geometric Network (GN) to the Utility Network (UN).

1.1.2 Deploying the ArcGIS Professional (ArcGIS Pro) within ArcGIS Enterprise Professional environment.

1.1.3 Implementing ArcGIS Enterprise Professional and ArcFM Editor XI (ArcGIS Server and Portal).

1.1.4 Implementing Arc/FM Mobile application.

1.2 The following table outlines the transition from the current to the new system:

Old System	New System	Provided By
Geometric Network (GN)	Utility Network (UN)	Contractor (design and implementation) City (hardware and software licenses - ESRI and Schneider Electric)
ArcGIS/ArcFM Desktop environment software	ArcGIS Pro/ArcFM Editor XI Software	City software licenses - ESRI and Schneider Electric)
	ArcGIS Enterprise Pro (ESRI)	City (software licenses-ESRI)
	ArcGIS Pro (ESRI)	City (software licenses-ESRI)
	ArcFM Editor XI (Schneider Electric)	City (software licenses-Schneider Electric)
	Geodatabase Manager (GDBM) XI (Schneider Electric)	City (software licenses-Schneider Electric)
	ArcFM Mobile XI (Schneider Electric)	City (software licenses-Schneider Electric)

1.3 Contractor shall provide comprehensive professional services for on-premises deployment of ArcGIS Pro within ArcGIS Enterprise Professional environment. The design shall ensure robust security measures and adhere to industry best practices for cybersecurity, disaster recovery, and optimization of ArcGIS

Enterprise, ArcGIS Pro, ArcFM Editor XI, and ArcFM Mobile with redlining capability on iPad devices offering both connected and disconnected access to the system.

- 1.4** To the extent not inconsistent with this Agreement, the City's RFP 23-24-81 (including subsequent updates) and Contractor's proposal response dated August 28, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the RFP 23-24-81 or Contractor's proposal), the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

2.1 Phase I – Planning / Implementation Plan

- 2.1.1** Contractor shall prepare an Implementation Plan and approach for upgrading the ArcGIS/ArcFM environments and migrating data from the current GN to the new UN, that includes:
- 2.1.1.1** A full assessment of the current utility GIS data, integrations, applications, and business processes and practices.
 - 2.1.1.2** Coordination with SVP staff and other City departments.
 - 2.1.1.3** Evaluation of existing utility data and potential issues that could impede or complicate migration to the UN.
 - 2.1.1.4** Identification of missing data elements required for the UN.
 - 2.1.1.5** Recommendations for software applications, best practices, and tools required for migrating data to the UN.
 - 2.1.1.6** Recommendations on how to perform data cleanup.
 - 2.1.1.7** Recommendations on GIS data corrective actions that may be required before, during, and after the migration to the UN data model.
 - 2.1.1.8** Identification of areas where the UN can enhance or streamline processes, increase efficiency, and improve operations.
 - 2.1.1.9** A data migration plan.
 - 2.1.1.10** ArcFM Mobile application.

2.1.1.11 The implementation plan shall clearly include:

- 2.1.1.11.1** Tasks and objectives.
- 2.1.1.11.2** Contractor and SVP responsibilities and staffing requirements.
- 2.1.1.11.3** Server(s) specifications and requirements.
- 2.1.1.11.4** Data migration plan.
- 2.1.1.11.5** Backup management.
- 2.1.1.11.6** Implementation schedule.
- 2.1.1.11.7** Testing & acceptance.
- 2.1.1.11.8** Training plan.
- 2.1.1.11.9** Project schedule in Microsoft Project format.

2.2 Phase II – Implementation

2.2.1 Contractor shall perform the following implementation services:

- 2.2.1.1** Configuration and deployment of development, test, and production environments for the UN and various software applications.
- 2.2.1.2** Configuration to support data editing workflows.
- 2.2.1.3** Data cleanup based on the findings of the evaluation in Phase I.
 - 2.2.1.3.1** Contractor shall identify any issues related to GIS data before, during, and after the migration to the UN data model.
 - 2.2.1.3.2** Contractor shall provide assistance to City staff to resolve any issues with data migration, as may be required.
- 2.2.1.4** On-premises configuration of hardware and servers for the development, test and production environments.
- 2.2.1.5** Data migration, installation and configuration.
- 2.2.1.6** Testing.

- 2.2.1.7 End user administration training.
 - 2.2.1.8 Help desk support and support tracking during implementation phase.
 - 2.2.2 Once the ArcGIS Pro, ArcFM Editor XI, ArcFM Mobile, and UN deployment are complete, Contractor shall provide training on managing services and backup management.
 - 2.2.2.1 Contractor shall provide training for administration and utilization of the system to the SVP Assets Management Group (AMG) and other end-users.
 - 2.2.2.2 Contractor shall provide separate training for the ArcFM Mobile app for field service crews, AMG , SVP Systems Support Group (SSG), and other end-users as identified by SVP.
 - 2.2.3 Installation, Testing and Acceptance / Application Development and Configuration
 - 2.2.3.1 Contractor shall configure the software to meet SVP's functional and performance requirements, including multiple user environments, all interfaces (internal and external), and security environment.
- 2.3 Phase III – Deployment
 - 2.3.1 Setup Requirements
 - 2.3.1.1 Contractor shall setup the following products according to ESRI and Schneider Electric best practices:
 - 2.3.1.1.1 ArcGIS Enterprise
 - 2.3.1.1.2 ArcGIS Pro
 - 2.3.1.1.3 ArcGIS Utility Network
 - 2.3.1.1.4 ArcGIS Server
 - 2.3.1.1.5 ArcFM Editor XI
 - 2.3.1.1.6 ArcFM Mobile.
 - 2.3.1.2 Contractor shall follow best practices for cybersecurity, reliability, and performance in the system set-up.

2.3.1.3 Contractor shall be on site for the duration of the system setup. Remote access to SVP servers will not be allowed.

2.3.2 Transfer of Control

2.3.2.1 Contractor must complete setup of on-premises ArcGIS Pro with ArcGIS Enterprise, and turn over the management, maintenance, and ownership to SVP after completion of required testing & training.

2.3.3 Required Functionality:

2.3.3.1 Audit Function: The software applications shall provide a complete audit trail for SVP's use. The audit trail, at a minimum, shall include the information needed to establish what events occurred, and when, and what person or system caused those events to occur. Such an event record shall have a date and timestamp for the event, the user ID associated with it, the program or command that initiated the event, and the result.

2.3.3.2 Multiple User Access: The software applications shall be able to accommodate multiple users with varying levels of access, such as administrators, supervisors, engineers, project managers, operations staff, and field crew.

2.3.3.3 User Administration: SVP system administrators shall have the ability to add, modify, and remove user access, including the ability to assign roles to users, or groups, to control the user's level of access to the software and any other components as necessary.

2.4 Implementation Support Services

2.4.1 Scheduled Downtime, Application Maintenance and Upgrades

2.4.1.1 Scheduled downtimes require two (2) weeks advance notification and approval from SVP's SSG. Maintenance must occur on weekends, City holidays, or at a designated down period when the software usage is at a minimum.

2.4.1.2 Contractor shall assist SSG in providing a test environment for Quality Assurance/Quality Control (QA/QC) throughout the duration of the Project.

2.4.1.2.1 Contractor must conduct and test software programming changes and maintenance activities in the test environment prior to deployment to the production environment.

2.4.1.2.2 Contractor must refresh the test environment from the production environment daily or as needed.

2.4.1.2.3 The test environment must be accessible to authorized SVP staff.

2.4.1.3 During project development and implementation activities, Contractor shall provide and perform updates to the software as they are released. This includes installation and support of updates.

2.4.2 Training

2.4.2.1 Contractor shall provide training to SVP staff (approximately 15-20 individuals) in the operation of the software applications, including application functions and any procedures that are unique to job functions. The training shall be provided on-site at an SVP-designated training facility/area.

2.4.2.2 Contractor shall develop and implement a detailed training plan for SVP system administrator staff (Train-the-Trainer), for the operation of all administrative processing functions. The Train-the-Trainer training plan may encompass a combination of classroom, small-group, and hands-on training in the use of the software and all related policies and procedures.

2.4.2.3 The training for SVP end-users shall be completed prior to the go-live date.

2.5 Documentation

2.5.1 Contractor shall provide detailed application manuals and procedures manuals in an electronic format. The manuals shall be routinely updated throughout Project implementation. Manuals and procedures must include, but not be limited to:

2.5.1.1 Detailed user manuals explaining each component of the software applications.

- 2.5.1.2** Functional manuals tailored to the administrative user, explaining the processes that are related to the functional roles of the user(s).
- 2.5.1.3** Contractor will provide a customized web portal with messaging capability to display pertinent, ongoing system-wide information and training.

2.6 Support and Support Tracking

- 2.6.1** For the duration of the Project, Contractor shall provide an online ticketing system that will allow SVP to submit tickets for bugs and questions. The ticketing system will allow SVP to set a severity level and provide a detailed description of the concern and upload images. Contractor will provide a dashboard for an overview of questions and the age of the request.
- 2.6.2** Contractor's online ticketing system shall provide:
 - 2.6.2.1** Monitored ticketing support
 - 2.6.2.2** Monitored email support
 - 2.6.2.3** Remote assistance using Remote Desktop and a Virtual Private Network where available
- 2.6.3** Contractor will be available during regular business hours, between 8:00 a.m. to 5:00 p.m. Monday through Friday, Pacific Time (PT). During these hours, SVP may call the Contractor's account representative or project manager.
- 2.6.4** Account Management
 - 2.6.4.1** Contractor shall identify a project manager or account representative position(s) to provide customer service and technical support.
 - 2.6.4.2** The project manager or account representative is to be available during standard business hours via email and telephone. Standard business hours are defined as 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday.
- 2.6.5** Contractor shall provide a defined escalation procedure through the help desk for emergency support.

2.7 Application Security Requirements

The following requirements apply to all software, applications, or technology platforms used by Contractor in performance of the Services.

2.7.1 Secure Application Platform

2.7.1.1 The software and Contractor must support deployment of host server and database security patches and service pack updates within one week of patch release. Software and Contractor must support new operating system versions within six months of release. Software security vulnerabilities must be remediated via the development, testing, and timely release of security patches by the Contractor within fifteen (15) days of a vulnerability being identified.

2.7.1.2 The software must be a technology that has been in use for at least two years and from which most initial faults and inherent problems have been removed with updates available for identified security vulnerabilities. These patches must be installed within one week.

2.7.2 User Authentication

2.7.2.1 Password(s) must meet SVP's security protocols and requirements.

2.7.2.2 Secure Authentication.

2.7.2.2.1 All authentication requirements for SVP accounts (User/Admin/Remote) must meet National Institute of Standards and Technology (NIST) SP 800-53 SC-8/SC-13 guidelines at minimum. No unencrypted (plain text) authentication data is authorized on SVP information systems or applications.

2.7.2.2.2 NIST SP 800-122 will be the standard for protecting sensitive data.

2.7.2.2.3 All encryption requirements must meet NIST (Federal Information Processing Standards) FIPS 140-2 requirements. This includes but is not limited to user and administrator authentication activity and additional security measures, such as limiting access by IP

address, as required. NIST documents can be found by visiting <https://www.nist.gov/>.

2.7.2.3 Auditing and Logging.

2.7.2.3.1 The software must log all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the software.

2.7.2.3.2 Logs must include the User ID of the user that is generating the transaction, time of the transaction, and details regarding the activity (e.g., logon, logoff, or data details).

2.7.2.3.3 The system should support interoperability and centralized logging and Security Information and Event Management (SIEM) technologies.

2.7.3 Compliance with Organization's Security Policy, Standards and Procedures

2.7.3.1 All Contractor personnel, including subcontractors that work directly in, or from SVP facilities are subject to and required to follow SSG's guidelines for software packages, as follows:

2.7.3.1.1 There shall be no cloud-based processes or storage for utility data/utility drawings.

2.7.3.1.2 Vendors will not have administrative access to the system.

2.7.3.1.3 Servers will be managed solely from within SSG. The platform may be managed by users.

2.7.3.1.4 Non-administrators of the server will not have direct access to the server itself. Users will have access to the services provided by the server.

2.7.3.1.5 The platform should be Active Directory (AD) compliant and manageable.

- 2.7.3.1.6** No scripting languages will be exposed or used by users for this system to operate.
- 2.7.3.1.7** The platform must run on a currently supported operating system.
- 2.7.3.1.8** The platform will not use outdated software and must be able to update when security patches become available, or vulnerabilities have been identified.

2.7.4 Information Technology Standards

- 2.7.4.1** Applications should support industry standard methods for the encryption of sensitive data in transit to/from the host/server system, storage subsystem, and client computer, such as secure versions of Secure Sockets Layer (SSL), Transport Layer Security (TLS), or secure File Transfer Protocol (FTP).

2.7.5 Location of Services

- 2.7.5.1** No resources or facilities located outside of the continental United States may be utilized to perform the services, without prior written consent of SVP.

SECTION 3. WORK PLAN

3.1 Project Initiation and Management

- 3.1.1** Contractor and SVP project teams shall participate in a kick-off meeting to review and finalize key aspects of the Project, including but not limited to:
 - 3.1.1.1** Project team roles, responsibilities, and expectations for Contractor and SVP.
 - 3.1.1.2** The Project work plan with services to be performed and associated deliverables.
 - 3.1.1.3** Task assumptions and dependencies.
 - 3.1.1.4** Project schedule.
 - 3.1.1.5** Communications, such as workshop scheduling coordination, project status reporting, key points of contact, issue tracking, action item management, and project governance framework.

3.1.1.6 Risk and issue reporting methodology including any known risks and mitigation plans, respectively.

3.1.1.7 Identification and adoption of any additional work products into the agreed upon list of deliverables.

3.1.1.8 Review of methodology and adoption topics to ensure a cohesive and streamlined approach.

3.1.2 Workshops - Project Initiation

3.1.2.1 Project Kick-Off Meeting.

3.1.3 Deliverables - Project Initiation

3.1.3.1 Project Management Documentation.

3.2 Operational Change Management

The scope and depth of operational change management services will be identified during the various phases of the Project to align with SVP's specific requirements. The level of involvement and specific service activities outlined below shall be included, and may be adjusted as needed during the various stages of the Project (development, test, and production) in order to meet SVP's project goals and objectives:

3.2.1 Training Plan

Contractor shall create a training plan outlining the essential training required to facilitate the successful deployment and maintenance of the new system. The training plan will, at minimum:

3.2.1.1 Include a training schedule that is designed to minimize the gap between training sessions and system deployment.

3.2.1.2 Minimize disruptions to SVP 's production activities.

3.2.1.3 Include regular reviews with the SVP project team and be updated as needed.

3.2.2 Customized Training Programs

3.2.2.1 Contractor shall provide customized training for SVP personnel based on ESRI and Schneider Electric products.

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|---|---|
| <p>3.2.2.1.1</p> <p>3.2.2.1.2</p> <p>3.2.2.1.3</p> <p>3.2.2.2</p> <p>3.2.2.3</p> <p>3.2.2.4</p> <p>3.2.2.4.1</p> <p>3.2.2.4.2</p> <p>3.2.2.4.3</p> <p>3.2.3</p> <p>3.2.3.1</p> <p>3.2.3.2</p> <p>3.2.3.3</p> <p>3.2.4</p> | <p>Training for core software products will be provided from the software vendors, ESRI and Schneider Electric (Subcontractors).</p> <p>Contractor shall provide specific Train-the-Trainer sessions for editing and mobile workflows.</p> <p>Contractor shall provide online, and/or pre-recorded demonstrations as part of the training plan.</p> <p>The training program shall be developed with coordination between Contractor and SVP project teams.</p> <p>The training shall target specific user groups to enhance effectiveness, including data maintenance users, field users, and enterprise users using web applications.</p> <p>Contractor will include the following documents with the training programs:</p> <p>ArcGIS Pro Utility Network Management Training Document.</p> <p>ArcFM Editor XI and GDBM XI Training Document.</p> <p>ArcFM Mobile XI Training Document.</p> <p>Train-the-Trainer</p> <p>Contractor shall lead the planning and creation of training materials, and ensure materials are provided ahead of scheduled sessions.</p> <p>Contractor will tailor Train-the-Trainer sessions to the needs of each user group, based on SVP data, focusing on workflows specific to SVP user groups.</p> <p>Contractor's Train-the-Trainer sessions will highlight the differences between current mapping workflows and the new UN maintenance workflows.</p> <p>Technical Knowledge Transfer</p> |
|---|---|

3.2.4.1 Contractor shall conduct technical knowledge transfer training for SVP's AMG and SSG, to ensure SVP staff is well-equipped to support the system after deployment. The training will include:

3.2.4.1.1 ArcGIS Pro/ArcFM Editor XI/GDBM XI

- (i) Editing
- (ii) Utility Network Management

3.2.4.1.2 ArcFM Mobile XI

- (i) Basic Viewing
- (ii) Red Lining
- (iii) Tracing

3.2.5 Deliverables -Operational Change Management

3.2.5.1 Training Plan

3.2.5.2 ArcGIS Pro Utility Network Management Training Document

3.2.5.3 ArcFM Editor XI and GDBM XI Training Document

3.2.5.4 ArcFM Mobile XI Training Document

3.2.5.5 Onsite Train-the-Trainer sessions

3.3 DESIGN SYSTEM ARCHITECTURE

3.3.1 Determine Strategy

After the Project Kick-Off Meeting, Contractor shall establish a system architecture strategy for the Project, utilizing a series of workshops with SVP project team to discover current state conditions, capture future state requirements, and verify details to gain alignment

3.3.1.1 Discovery Requirements

3.3.1.1.1 Contractor shall submit request for current state documentation pertaining to current architecture diagrams and system usage metrics.

3.3.1.1.2 Contractor shall conduct discovery workshops with SVP project team. The workshops shall include the following topics in the business architecture:

- (i) Business Architecture
- (ii) Technology Architecture
- (iii) Information Architecture
- (iv) Availability Architecture
- (v) Security Architecture
- (vi) Integration Architecture
- (vii) Application Architecture

3.3.1.2 Draft Requirements Traceability Matrix (RTM).

3.3.1.2.1 Using the information compiled during each discovery workshop in Section 3.3.1.1.2, Contractor shall create a draft RTM based on the future state requirements. The RTM is intended to capture SVP's requirements, to seek common alignment, and expose unanticipated gaps.

3.3.1.2.2 Each RTM shall be in the form of a Microsoft Excel spreadsheet and will contain both functional requirements (FR) and non-functional requirements (NFR) specific to system architecture.

3.3.1.2.3 For each FR and NFR in the RTM, Contractor shall include:

- (i) Unique requirement identifier
- (ii) Title
- (iii) Description
- (iv) Source
- (v) Related architecture types

(vi) Corresponding use cases (justifications)

(vii) Scope inclusion or exclusion

3.3.1.2.4 Contractor shall submit the draft RTM to SVP project team for review and feedback. Contractor will conduct a meeting to review the RTM to discuss the feedback.

3.3.1.2.5 Contractor shall make any necessary revisions to the FRs and NFRs based on the feedback in the RTM review meeting and submit the final RTM document to SVP project team.

3.3.2 Create Solution

3.3.2.1 The system architecture aspects of the Project work will continue with determining a solution. Contractor shall develop the future state system architecture, through development of a technical specification, confirming that the design and sizing meet SVP requirements, and providing a formal recommendation of the proposed solution.

3.3.2.2 Based on the information learned during the workshops above and the in-scope requirements, Contractor shall create a set of nine (9) draft future state system architecture design diagrams (also referred to as system views). The following details are to be incorporated into each of the nine (9) system views:

3.3.2.2.1 System Context View. A high-level visualization of how the major GIS system components will interact with one another and with integrating systems.

3.3.2.2.2 Use Case View. Covers some of the most critical business threads through Unified Modeling Language (UML), based on cases to demonstrate how the system will support business scenarios.

3.3.2.2.3 Logical View. Presents next-level detail between major system components through UML sequence diagrams to identify key

interfaces and requirements that will fulfill operational requirements.

3.3.2.2.4 Software View. Depicts the technologies and strategies that will be implemented as part of the overall system.

3.3.2.2.5 Data View. Contains a low-level visualization of the major operational databases (including detailed schema and storage information), data marts, data lakes, and data warehouses relevant to the GIS system components, integrating systems, and the exchange of data that will occur between them.

3.3.2.2.6 Network View. Encompasses a low-level visualization of the inbound and outbound network traffic that will occur between each of the GIS system components as well as with integrating systems.

3.3.2.2.7 Single Point of Failure (SPOF) View. Will describe the various aspects of the overall system that represent a single point of failure to highlight the system's weakest links.

3.3.2.3 Contractor shall continue the process of envisioning the future-state system architecture by generating draft system sizing details based on system load estimates, encompassing server and desktop hardware, and software configurations based on current and anticipated usage patterns.

3.3.2.3.1 The initial system sizing for development and test environments will be generated with the future production environment in mind.

3.3.2.3.2 Initial system sizing will be revised based on input from SVP based on lower environment expectations and any other identified limitations.

3.3.2.4 Contractor shall develop a draft System Architecture Design Specification (SADS) for City review. The draft will demonstrate how the future state system architecture will meet the City's requirements and will contain system sizing

and deployment pattern details pertaining to hardware, software, integrating systems, and business processes.

- 3.3.2.5** Contractor shall conduct a diagram (system review) and SADS review meeting with City to confirm the system design. After the meeting, Contractor shall revise the system views and SADS and submit to City.

3.3.3 Recommend Design

- 3.3.3.1** Contractor shall conduct a system design review meeting with City to discuss final deliverable feedback and make a recommendation of a path forward in terms of future state system architecture.

3.3.4 Deliverables - Design System Architecture

- 3.3.4.1** Draft Requirements Traceability Matrix
- 3.3.4.2** Final Requirements Traceability Matrix
- 3.3.4.3** Draft SADS and diagrams
- 3.3.4.4** Final SADS and diagrams

3.4 Install and Configure ArcGIS Landscape

- 3.4.1** After the future state system architecture design is approved, SVP SSG shall provide, and set-up required hardware (infrastructure) based on the recommended specifications.
- 3.4.2** Contractor shall use a phased approach in its deployment strategy for installation and configuration of the UN related software, including all ArcGIS Enterprise components, across development, test, and production environments. The approach will be designed to minimize downtime and ensure a seamless transition.
- 3.4.3** Development Deployment – Contractor shall install and configure ArcGIS Server, Portal for ArcGIS, ArcGIS Data Store, and ArcGIS Web Adaptor in the development environment:
 - 3.4.3.1** Contractor shall validate configurations and identify potential issues specific to the ArcGIS Enterprise ecosystem.
 - 3.4.3.2** Contractor shall replicate the process in the QA environment to ensure all components integrate correctly.

- 3.4.4** Production Deployment. Contractor shall leverage automated scripts and containerization technologies to efficiently install and configure ArcGIS Enterprise components.
- 3.4.4.1** Contractor will migrate critical systems during off-peak hours, with comprehensive rollback plans in place for each ArcGIS component.
- 3.4.4.2** Contractor shall implement deployment strategy for zero downtime upgrades of ArcGIS Enterprise, that allows for instant rollback if needed.
- 3.4.5** Contractor shall maintain close communications with SVP project team and provide real-time status updates to ensure minimal disruption to SVP operations.
- 3.4.6** ArcGIS Enterprise component installation: Contractor shall perform the following:
- 3.4.6.1** Deploy ArcGIS Server on multiple machines for distributed processing.
- 3.4.6.2** Install Portal for ArcGIS for web-based collaboration.
- 3.4.6.3** Setup of ArcGIS Data Store for data management.
- 3.4.6.4** Configure ArcGIS Web Adaptor for integration with existing web server.
- 3.4.7** Configuration of ArcGIS Enterprise: Contractor shall perform the following:
- 3.4.7.1** Set-up of Portal for ArcGIS, including the creation of initial administrator accounts and configuration of security settings.
- 3.4.7.2** Each ArcGIS Server instance shall be configured with a unique machine name and registered with applicable license and federated to Portal for ArcGIS to create a robust, scalable site.
- 3.4.7.3** ArcGIS Data Store will be configured and registered with Portal to ensure seamless data management. The integration aspects in this configuration phase will involve federating the GIS Server sites with Portal for ArcGIS, configuring enterprise-wide security settings including authentication methods and SSL certificates, and setting up high availability

for critical components, as required by the approved specifications.

- 3.4.8** Contractor shall conduct thorough testing to verify that all components are communicating correctly. Testing shall include, at minimum, publishing and accessing of services across all servers, and performing load testing to ensure proper distribution of processing across the GIS servers.
- 3.4.9** Throughout the process, Contractor shall maintain comprehensive documentation of the setup, including server roles, IP addresses, specific configurations, and detailed diagrams of the various environments.
- 3.4.10** Contractor shall implement and test backup and recovery procedures for all ArcGIS Enterprise components to ensure data recoverability.
- 3.4.11** After the ArcGIS Enterprise has been installed, configured and tested, Contractor will install and configure the following applications:
 - 3.4.11.1** ArcFM Editor XI
 - 3.4.11.2** Geodatabase Manager XI (GDBM XI Electric)
 - 3.4.11.3** ArcFM Mobile XI
- 3.4.12** Deliverables - Design System Architecture
 - 3.4.12.1** Development Environment
 - 3.4.12.1.1** Installed and configured ArcGIS Enterprise, ArcFM Editor XI, and GDBM XI
 - 3.4.12.1.2** Installed and configured commercial off-the-shelf (COTS) ArcFM Mobile XI Electric Distribution/Electric Transmission (ED/ET)
 - 3.4.12.2** Test Environment
 - 3.4.12.2.1** Installed and configured ArcGIS Enterprise, ArcFM Editor XI and GDBM XI
 - 3.4.12.2.2** Installed and configured COTS ArcFM Mobile XI ED/ET
 - 3.4.12.3** Production Environment

3.4.12.3.1 Installed and configured ArcGIS Enterprise, ArcFM Editor XI and GDBM XI

3.4.12.3.2 Installed and configured COTS ArcFM Mobile XI ED/ET

3.5 Discovery Requirements - Data Migration and Workflow Review

3.5.1 Conduct Current Workflow and Data Review

Contractor shall host a series of workshops with SVP Project Team to evaluate business object flow between systems, integration patterns employed, interfaces and payloads to/from GIS, data flows, and protocols used in each scenario. The results will be used to produce a gap analysis that identifies any gaps in the current systems, services, scripts, or integrations related to the transition to the UN. The gaps in capability or functionality related to the implementation of the UN will drive the design and development efforts. Current workflow and data topics shall include:

3.5.1.1 Review current electric transmission and distribution editing workflows

3.5.1.2 Review current integrations

3.5.1.3 Review current data model

3.5.1.4 Review current web and mobile applications

3.5.2 Conduct Initial Data Migration Iteration

3.5.2.1 Perform development migration. Contractor shall collaborate with SVP project team through all the Initial data migration iteration tasks to ensure that the data model review progresses in line with expectations.

3.5.2.2 Assess Current State Data. To assess the current state data, contractors shall, at minimum:

3.5.2.2.1 Perform data preparation

3.5.2.2.2 Conduct data modeling

3.5.2.2.3 Conduct a target data analysis using automated evaluation and manual evaluation processes of the electric distribution and electric transmission data.

- 3.5.2.6.2** Coordinate with the SVP project team on correction rules as well as schedule and timeline.
- 3.5.2.6.3** Create a work package to perform the data corrections and remediation in a session within the GIS by a GIS Specialist. Once edits are completed any available QA/QC routines will be executed. The session will then be sent to another GIS Specialist for a QA/QC audit.
- 3.5.2.6.4** Contractor shall provide notification that the session has been completed and passed. The notification shall include a summary of each error type and the correction outcome.

3.5.3 Future Workflow Reviews.

In tandem with development migration activities, Contractor shall conduct Future Workflow Workshops with SVP project team to inform the finalization of workflow requirements, identification of gaps, and exploration of opportunities. Topics of these workshops shall include:

3.5.3.1 Future ArcFM Editor XI and GDBM XI Workflows

- 3.5.3.1.1** Future electric distribution editing workflows

- 3.5.3.1.2** Future electric transmission editing workflows

3.5.3.2 Future Mobile ArcFM XI Workflow

3.5.3.3 Future data and integrations

- 3.5.3.3.1** Review future integrations

- 3.5.3.3.2** Review future data models

3.5.4 Draft Requirements

After completing the discovery requirements in Sections 3.5.1 through 3.5.3, Contractor shall prepare a comprehensive set of requirements documentation and review with SVP project team. The requirements documentation shall, at minimum, contain the following:

- 3.5.4.1** A documented review of the current GIS data management practices and workflows, including data editing, processing, publishing, and sharing.

- 3.5.4.2** Recommended approach for migrating and editing workflows from ArcMap with Attribute Assistant to ArcGIS Pro with Attribute/Topology Rules.
 - 3.5.4.3** Recommendations for software and processes required for ongoing data quality assurance and quality control.
 - 3.5.4.4** Recommendations for initial and future Utility Network data management practices including:
 - 3.5.4.4.1** Web services for editing, publishing, viewing, and sharing Utility Network data.
 - 3.5.4.4.2** Database administration.
 - 3.5.4.4.3** Nightly scheduled automated data processing workflows, backups, and synchronization.
- 3.5.5** Workshops – Discovery Requirements
 - 3.5.5.1** Review current electric distribution and transmission editing workflows.
 - 3.5.5.2** Review current integrations.
 - 3.5.5.3** Review current data models.
 - 3.5.5.4** Review current web and mobile Applications
 - 3.5.5.5** Meeting series: Current Electric Distribution and Transmission Data Model Questions.
 - 3.5.5.6** Review electric distribution and transmission data assessment results with SVP project team.
 - 3.5.5.7** Review future electric distribution and transmission ArcFM Editor XI and GDBM XI workflows.
 - 3.5.5.8** Review future ArcFM Mobile XI workflows.
 - 3.5.5.9** Review future integrations.
 - 3.5.5.10** Review future data models.
- 3.5.6** Deliverables – Discovery Requirements
 - 3.5.6.1** Data assessment documents.

- 3.5.6.2** Preliminary electric distribution and transmission data cutover plan.
- 3.5.6.3** Preliminary electric distribution and transmission asset package, Utility Network Database and Map Package.
- 3.5.6.4** ArcFM Editor XI and GDBM XI workflow solution requirements documentation.
- 3.5.6.5** ArcFM Mobile XI requirement documentation.
- 3.5.6.6** Integration requirements documentation.
- 3.5.6.7** Updated data models (schema mapper).

3.6 Design Applications

During the Design Applications task, Contractor shall create a comprehensive set of documentation necessary for a successful UN implementation, including both the data and applications tracts.

3.6.1 Draft/Update ESRI/ArcFM Editor XI Application Design

Contractor shall perform an evaluation designed to align the ESRI and ArcFM Editor XI tools with SVP workflows and use cases, utilizing the development environment to drive needed discussions. Items to address in creation of the ESRI ArcGIS Pro, ArcFM Editor XI and GDBM XI Application Design Documentation may include, but are not limited to:

- 3.6.1.1** How the core ArcGIS Pro, ArcFM Editor XI, GDBM XI, and ArcFM Mobile XI tools address the requirements identified in workshops.
- 3.6.1.2** How the ArcGIS Pro application workflows are different from existing ArcGIS workflows:
 - 3.6.1.2.1** ArcFM Editor XI
 - 3.6.1.2.2** GDBM XI
 - 3.6.1.2.3** Projects vs MXDs
- 3.6.1.3** Utility Network
 - 3.6.1.3.1** Advanced Functionality (attribute rules, associations, etc.)

3.6.1.3.2 Data Structure (tiers, connectivity, etc.)

3.6.1.3.3 Branch versioning

3.6.1.3.4 Archiving

3.6.1.4 Database properties

3.6.1.5 ArcGIS Enterprise/Portal

3.6.1.6 ArcGIS Online Map Viewer versus Map Viewer

3.6.1.7 ArcGIS Dashboards

3.6.1.8 ArcFM Tenant

3.6.1.9 ArcFM Mobile

3.6.2 Draft Update ArcFM Mobile XI Design Documentation

Contractor to perform an evaluation designed to align the ArcFM Mobile XI tools with SVP workflows and use cases, utilizing the development environment to drive needed discussions. Items to address in the creation of the Draft ArcFM Mobile XI Design documentation may include, but are not limited to:

3.6.2.1 How the ArcFM Mobile XI tools address the requirements identified in workshops:

3.6.2.1.1 Tracing

3.6.2.1.2 Location Search

3.6.2.1.3 Red lining

3.6.3 Integration Design

3.6.3.1 Contractor shall conduct a gap analysis, based on the results of the discovery activities in Section 3.5, to identify any gaps in the current systems, services, scripts, or integrations related to the transition to the UN.

3.6.3.2 Any identified gaps in capability or functionality related to the implementation of the Utility Network are to be included in the design and development discussions.

3.6.3.3 Contractor shall evaluate opportunities to adopt integration patterns or upgraded systems that support current and future-state architectures, reducing reliance on customizations, auto-scaled workload processing, and more active, event-driven system interfaces reducing the use of passive integrations where appropriate.

3.6.3.4 Contractor shall work with SVP project team to provide an upgrade, replacement, or enhancement plan that will:

3.6.3.4.1 Reduce the need for future rework of these integrations or systems.

3.6.3.4.2 Capitalize on the current development cycle to adopt more efficient, current, or enhanced versions, protocols, or capabilities.

3.6.3.4.3 Coordinate the refactoring of existing interfaces or the design of new interfaces as determined in the system evaluation workshop and review.

3.6.3.4.4 Consolidate interfaces where possible aligning input/output operations through a single service structure to reduce development and future maintenance costs.

3.6.3.5 Contractor shall coordinate the design, development, testing, data handshakes, and release activities of all adjusted or new components deployed. Critical to the success of refactored or updated components will be re-establishing the baseline synchronization of shared data objects persisted across multiple systems. Data handshake planning and activities are to be included throughout the design, development, pre-Production migration, and deployment tasks to reduce the occurrences of orphan records in any of the integrated systems.

3.6.4 Workshops – Design Applications

3.6.4.1 Review design documents with SVP project team.

3.6.5 Deliverables - Design Applications

3.6.5.1 Finalized ArcFM Editor XI and GDBM XI workflow solution application design.

3.6.5.2 Finalized ArcFM Mobile XI design documentation.

3.6.5.3 Finalized integration design documentation.

3.7 Finalize Production Scope

3.7.1 Using information obtained for the various workshops, development migration and prototypes, Contractor shall develop a implementation plan and timeline for both the data migration and application(s).

3.7.2 The implementation plan and timeline shall include:

3.7.2.1 A full schedule

3.7.2.2 Budget

3.7.2.3 Resource plan using all elements from the design phase

3.7.3 Deliverables - Finalize Production Scope

3.7.3.1 Production Release Schedule/Scope Documentation

3.8 Build and Configure Applications

Contractor shall configure and build the upgraded GIS environment in the development environment parallel with the test data remediation and migration efforts.

3.8.1 Configure Core ArcGIS Pro, ArcFM Editor XI and GDBM XI. Contractor shall configure the core components. Configuration will involve publishing electric distribution and electric transmission Map Services, Feature Services, and ArcGIS Pro Projects, including core symbology.

3.8.2 Configure Attribute Rules and Auto-updaters. Contractor will build and configure the necessary attribute rules, or Auto-updaters, to replace existing functionality. Any replacement requiring customization shall be identified in the integration design activities in Section 3.6.

3.8.3 Configure ArcFM Mobile XI Application. Contractor shall configure ArcFM Mobile XI Application, operational maps, and services, to include:

3.8.3.1 Basic searches

3.8.3.2 Tracing

3.8.3.3 Red lining

3.8.4 Deliverables - Build and Configure Applications

- 3.8.4.1** Configured Core ArcGIS Pro, ArcFM Editor XI, and GDBM XI for electric distribution and electric transmission
- 3.8.4.2** Configured Mobile ArcFM Mobile XI application
- 3.8.4.3** Configured attribute rules/auto-updaters
- 3.8.4.4** Updated ESRI application design documentation
- 3.8.4.5** Updated integration design documentation

3.9 Promote to Test Environment

3.9.1 Contractor shall perform the following activities to test data migration. The same approach shall be applied to both electric distribution and electric transmission models. There shall be two iterations to ensure that the promotion process is effective, and that the errors in the data mitigation have been resolved to move to the UN without disruption:

- 3.9.1.1** Contractor shall run its migration tool (HEIDE) using the revised Schema Mapper and load the resulting asset package into the UN. Contractor will evaluate the results for further details on any issues identified, including investigating any new dirty areas that are identified by this exercise. Contractor will then categorize and analyze the issues and define any required mitigations.
- 3.9.1.2** Validate the subnetworks created by the migration, including but not limited to associations, containments, subnetwork controllers and terminal connectivity.
- 3.9.1.3** Run the necessary post-processing tools as dictated by the data modeling and development migration reviews of UN errors.
- 3.9.1.4** Collaborate with SVP project team to apply any of the findings to the data.
- 3.9.1.5** Use a combination of automated and manual methods to ensure successful migration and configurations.

3.9.2 Update ArcGIS Pro, ArcFM Editor XI and GDBM XI Configurations.

- 3.9.2.1** Contractor will assess the initial core ArcGIS Pro Project configurations, including ArcFM Editor XI and GDBM XI workflows as needed, to establish a new baseline.

3.9.3 Conduct Data Acceptance Testing

- 3.9.3.1** After the database undergoes a test migration, Contractor will proceed to Data Acceptance Testing (DAT), a critical task where SVP project team will review and validate the migrated data.
- 3.9.3.2** If the data is found to be unacceptable during DAT, Contractor will provide an additional mitigation planning task and a second iteration of test migration which will be handled through the Project governance process established in Section 3.1.1.5.
- 3.9.3.3** Following DAT, at the data migration checkpoint, Contractor will address cutover planning. Contractor will continue to update the preliminary data cutover plan (part of the Discovery Requirements task in Section 3.5) to incorporate any new dependencies resulting from resource availability, integrations requirements, and business needs.

3.9.4 Promote ArcFM Mobile XI and Web Applications

- 3.9.4.1** Contractor will promote all web maps, services, and configuration to the test environment for ArcFM Mobile XI and ensure that all required functionality is working accordingly before user acceptance testing (UAT) begins.

3.9.5 Conduct Data Migration Checkpoint

- 3.9.5.1** The data migration checkpoint is the final decision point to move forward to the Production data migration and is intended to allow SVP project team an opportunity for a Go/No-Go Decision related to Production implementation.
- 3.9.5.2** Contractor shall provide SVP project team with a checklist of all database requirements certified as complete prior to the final migration.
- 3.9.5.3** Additional key considerations for SVP include:
 - 3.9.5.3.1** Data processing and UN build times for migration

- 3.9.5.3.2 Ongoing database maintenance post go-live
 - 3.9.5.3.3 Pre and post data mitigation errors and remediation
 - 3.9.5.3.4 Pre and post UN errors for each tier
- 3.9.6 Workshops – Contractor will conduct test migration including:
 - 3.9.6.1 Review electric distribution and transmission results
 - 3.9.6.2 Conduct data acceptance testing in coordination with SVP
 - 3.9.6.3 Conduct data migration check point
 - 3.9.6.4 Go/No-Go Meeting
- 3.9.7 Deliverables - Conduct Test Migration
 - 3.9.7.1 Data migrated to test environment
 - 3.9.7.2 Test environment successfully deployed
 - 3.9.7.3 Updated schema mapper
- 3.10 Create Test Cases and Conduct Testing
 - 3.10.1 Contractor will execute thorough testing procedures in alignment with Project requirements. The test plan will provide an overarching framework for testing activities throughout the project lifecycle, outlining the overall testing approach, objectives, and schedule. These will include:
 - 3.10.1.1 Contractor will work with SVP staff to create a test plan, test cases, and test scripts for each testing iteration to conform to the new environment.
 - 3.10.2 Guided by the test plan, each testing iteration, including development testing, and UAT, will include:
 - 3.10.2.1 Test execution
 - 3.10.2.2 Issue management
 - 3.10.2.3 Defect resolution
 - 3.10.3 Testing activities will occur concurrently with the Build & Configure Applications and Pre-Production Migration tasks.

- 3.10.4** Specific assignments for testing tasks will be determined based on project requirements and staffing considerations in collaboration with SVP project team.
- 3.10.5** Throughout the testing process, Contractor will log, track, and prioritize software defects using an appropriate tracking system.
- 3.10.6** Development Testing
 - 3.10.6.1** Contractor and SVP staff shall conduct unit testing to evaluate its work in isolation using predefined unit test scripts. This activity will serve as a foundational step, allowing Contractor to assess component operations and ensure alignment with project requirements. Test cases and scripts will be created during this activity through collaboration with Contractor and SVP staff.
 - 3.10.6.2** Following unit testing, Contractor and SVP staff shall conduct functional testing shall focus on verifying technical and business functions outlined in project requirements. This activity will be executed by following predefined test scripts.
- 3.10.7** Support User Acceptance Testing (UAT)
 - 3.10.7.1** Once all data and applications are migrated to the test environment as well as functionally tested by Contractor, the UAT activity begins. This step represents the final assessment before Production deployment, during which all system functionalities are validated.
 - 3.10.7.2** SVP project team will execute the UAT scripts, with support from Contractor. This process entails two rounds of UAT, each round followed by a fix and redeploy activity, culminating in a smoke test of the applied fixes. Each round of UAT will be conducted after each iteration.
- 3.10.8** Deliverables - Create Test Cases and Conduct Testing
 - 3.10.8.1** Test plan and test cases.
 - 3.10.8.2** Round 1 UAT test results.
 - 3.10.8.3** UAT cases complete and approved.
 - 3.10.8.4** Updated cutover documentation.

3.11 Deployment to Production Environment

- 3.11.1** Contractor shall work with SVP project team to move the application and data through the QA and production environments after the Application Configuration and Build Phase is completed.
- 3.11.2** The QA environment is the final stage prior to production deployment. The final UAT and DAT will be completed in this environment.
- 3.11.3** The release to production will be executed following the final UAT for both applications and data, and will include all application, configuration, data, and integrations necessary to perform the final shift to the new system.
- 3.11.4** Contractor will work with SVP project team to deploy the solution and data through the Project environments (development, test, and production).
- 3.11.5** Contractor and SVP project teams will work collaboratively to build the deployment strategy across all phases of the project. This will include moving data, applications, and integrations throughout the project lifecycle.
- 3.11.6** Contractor and SVP project teams will develop a robust deployment plan that includes all critical components to effectively manage the complicated process of deploying the enterprise data and solutions. Contractor will review release tasks and dependencies to make sure all items have been addressed. Considerations shall include:
 - 3.11.6.1** Detailed Release Steps
 - 3.11.6.2** Responsible Parties
 - 3.11.6.3** Timings
 - 3.11.6.4** Dependencies
- 3.11.7** Successful releases are repeatable. Contractor shall ensure the release process includes as much automation as possible through leveraging:
 - 3.11.7.1** Automated code builds/continuous integration
 - 3.11.7.2** Script configurations
 - 3.11.7.3** Script data model changes or implementation of common tools

3.11.7.4 Documented step by step instructions for manual steps

3.11.8 Conduct Production Migration.

Contractor will apply the same approach to both the electric distribution and electric transmission commodities. There will be two iterations to make sure that that promotion process is as effective as possible, and the data mitigation has resolved the errors necessary to move to the UN without disruption. The following activities will be included in the approach to production migration:

3.11.8.1 Contractor will work with SVP project team to demarcate SVP's work order posting and any other edits to SVP's Production GIS.

3.11.8.2 Contractor will run its HEIDE migration tool using the revised schema mapper and load the resulting asset package into the UN. Contractor will evaluate the results for further details on issues, including investigating any new dirty areas that are identified by this exercise. Contractor will categorize and analyze the issues and then define any required mitigations.

3.11.8.3 Contractor will validate the subnetworks created by the migration, including but not limited to associations, containments, subnetwork controllers and terminal connectivity.

3.11.8.4 Contractor will run the necessary post-processing tools as dictated by the data modeling and development migration reviews of utility network errors, and work with SVP project team to apply any of the findings to the data.

3.11.8.5 Contractor and SVP project team will work to ensure the successful migration and configurations using a combination of automated and manual methods.

3.11.9 Update ArcGIS Pro, ArcFM Editor XI and GDBM XI Configurations.

3.11.9.1 Contractor will assess the initial core ArcGIS Pro Project configurations, including ArcFM Editor XI and GDBM XI workflows as needed, to establish a new baseline, recognizing the importance of maintaining and updating these configurations to ensure their continued effectiveness.

3.11.10 Promote ArcFM Mobile XI and Web Applications

3.11.10.1 Contractor will promote all web maps, services, and configurations to the production environment for ArcFM Mobile XI.

3.11.11 Conduct Data Migration Checkpoint

3.11.11.1 The data migration checkpoint is an important consideration from the perspective of end user performance, Production data migration risk management and mitigation, and long-term maintenance of the UN. This is the time for SVP project team to make the Go/No-Go decision related to Production implementation.

3.11.11.2 Contractor shall provide SVP project team with a checklist of all database requirements certified as complete prior to the final migration. Additional key considerations for SVP project team include:

3.11.11.2.1 Data processing and UN build times for migration.

3.11.11.2.2 Ongoing database maintenance post go-live.

3.11.11.2.3 Pre and post data mitigation errors and remediation.

3.11.11.2.4 Pre and post UN errors for each tier.

3.11.11.3 Deliverables - Production Cutover

3.11.11.3.1 Electric distribution and transmission asset package successfully loaded to production environment.

3.11.11.3.2 Web Services and ArcGIS Pro, ArcFM Editor XI and GDBM XI configured for editing.

3.11.11.3.3 ArcFM Mobile XI configured and deployed.

3.11.11.3.4 Production released.

3.12 Hypercare Support

3.12.1 Upon completion of the Production deployment of each commodity, Contractor shall provide remote support over a period of up to 30 days, starting from the date of the Production deployment completion.

- 3.12.2** Support will be provided during normal business hours, Monday through Friday from 8:00 AM to 5:00 PM PST.
- 3.12.3** SVP shall request support from the Contractor's Help Desk team using the methods described in Section 2.6.
- 3.12.4** If the allocated budget for support (see Table B2) is depleted within the 30 days, any additional allocation or support hours will be subject to additional costs and will require prior approval from City using the process in Section 4.
- 3.12.5** Contractor shall make SVP aware of the status of the allocated support budget and provide notification to SVP if the budget amount is nearing depletion within the 30 days.
- 3.12.6** Deliverables - Post-Production Support
 - 3.12.6.1** Finalized electric distribution data cutover plan.
 - 3.12.6.2** Finalized electric transmission data cutover plan.
 - 3.12.6.3** 30 days Hypercare Post-Production Support.

SECTION 4. SERVICE CHANGE REQUESTS (SCR)

- 4.1** During the performance of the Services, changes to the Services may be necessary to address unanticipated requirements.
- 4.2** Either the Contractor or City may propose an SCR. The proposed SCR shall be documented in writing and describe:
 - 4.2.1** The nature of the change.
 - 4.2.2** The reason for the change.
 - 4.2.3** The impact on schedule.
 - 4.2.4** The impact on cost, if any.
- 4.3** The City's designated Project Manager shall have authority to review and approve SCRs, provided that the maximum compensation authorized under the applicable Purchase Order is not exceeded and the SCR does not materially alter the terms of the Agreement, except to modify the scope of Services.
- 4.4** Upon the City's Project Manager's written approval, Contractor shall proceed with the change. If the SCR exceeds the maximum compensation of a Purchase

Order, City will review and issue a revised Purchase Order, if appropriate. All approved SCRs shall be incorporated into the Services.

SECTION 5. PURCHASE ORDER ISSUANCE AND ADDITIONAL SERVICES

5.1 General Requirement

All Services under this Agreement must be approved by the City prior to commencement of work, and must be authorized through a valid Purchase Order issued by the City. Contractor shall not perform any Services without such authorization. No Purchase Order or cumulative Purchase Order shall exceed the maximum compensation of the Agreement. All issued Purchase Order shall be incorporated the Agreement.

5.2 Additional Services

“Additional Services” means any services requested by the City that are not expressly included within the scope of Services but are related or necessary for their completion. Additional Services may include, but are not limited to, configuration and implementation and post-implementation support and other related services necessary to complete the project. Prior to commencing any Additional Services, Contractor shall submit a proposal outlining the Additional Services to be provided, an estimate for labor and materials, and the proposed maximum fee. The City shall approve all Additional Services in writing. Such services shall be billed at either the rates set forth in Exhibit B, if applicable, or at a fixed price mutually agreed upon by the Parties. Once approved in writing by the City, these Additional Services shall be incorporated into the Agreement and deemed part of the Services without requiring a formal amendment or SCR. Contractor shall provide these approved Additional Services.

SECTION 6. TECHNICAL ASSUMPTIONS

- 6.1** Except for those items required to be submitted via eBuilder pursuant to Section 6, email transmittal will be sufficient for document deliverable submission.
- 6.2** Only core ESRI attribute rules, Auto-updaters and symbology will be used for migration. Any additions to the Project scope will be handled through the project governance process established in Section 3.1.1.
- 6.3** SVP shall provide Contractor with access to the necessary environments and the data required to perform the work without performance issues.
- 6.4** SVP shall allow Contractor to install its HEIDE tool on the SVP desktop environment.

- 6.5** SVP shall be responsible for all software installation media, licensing, and hardware required to support the Project.
- 6.6** SVP will assist in the identification and coordination of key stakeholders for project initiation meetings and ensure that the required project stakeholders attend scheduled workshops and meetings.
- 6.7** SVP will provide Contractor with existing documentation as necessary.
- 6.8** SVP will maintain open communication and collaboration with Contractor during the Post- Production support period for effective issue resolution.
- 6.9** SVP will be responsible for performing Data Acceptance Testing.
- 6.10** The scope of the proposed system architecture services is limited to activities and deliverables pertaining to system design for the Utility Network. System architecture services related to system monitoring, performance assessment, and tuning, or any other topics outside the realm of system design are out of scope.
- 6.11** Although Contractor will discuss a limited set of cloud topics as part of the Discovery workshops, the system design services defined throughout this Project will only consider on-premises components/environments and do not include cloud as part of the future-state system architecture.
- 6.12** SVP will support the Discovery workshops by providing subject matter experts who are knowledgeable in the current-state GIS and familiar with future-state GIS requirements.
- 6.13** SVP will not withhold information vital to the success of system architecture activities or the accuracy of system architecture deliverables. Contractor will not divulge sensitive system architecture information to organizations outside the project or without SVP's authorization.
- 6.14** SVP will review deliverables, as well as provide related feedback and approvals, within the time durations prescribed by the proposed project schedule.
- 6.15** A total of three separate GIS environments (development, test, and production), each with their own integrating system counterparts, will exist within the SVP Information Technology ecosystem once the Utility Network goes live.
- 6.16** SVP will work with their ESRI Customer Service Representative to determine eligibility and quantities needed for licensing and user roles as well as identifying software purchases and future ongoing costs.
- 6.17** The Project scope described in Sections 1 through 3 above exclusively addresses the design of applications, web viewers, dashboards, and integrations. It does not

include any development, coding, or implementation activities associated with these components.

- 6.18** Contractor will provide specific train-the-trainer sessions around editing and mobile workflows. Contractor shall not provide SVP with training for core software (ESRI and Schneider Electric products).
- 6.19** SVP will be responsible for managing security, patching, software updates, maintaining uptime, and performance for all applications other than GIS and Mobile GIS the duration of the project.

SECTION 7. E-BUILDER

- 7.1** Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.
- 7.2** Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.
- 7.3** E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.
- 7.4** Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to the Agreement.
- 7.5** Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is

responsible for managing, tracking, and documenting the Services as provided in the Agreement and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

- 7.6** Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.
- 7.7** Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.
- 7.8** Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.
- 7.9** Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement. See Table B1 for summary.

Table B1: Maximum Compensation Summary

Cost Element	Total
One-Time Implementation Cost	\$1,408,056.45
Estimated Travel Cost	\$38,836.00
Contingency (SCRs, Additional Services, etc.)	\$150,007.55
Maximum Compensation	\$1,596,900.00

SECTION 2. SYSTEM IMPLEMENTATION COST

- 2.1** Contractor shall complete the Services in Exhibit A for a fixed fee of \$1,408,056.45. Payment for Services shall be made in accordance with the Milestone Payment Schedule in Table B2. Contractor shall submit an invoice only upon the City's written confirmation that the applicable deliverable(s) in Exhibit A have been satisfactorily completed. Each milestone payment is a lump-sum amount and must be invoiced in full; partial or split invoicing of a milestone payment is not permitted. The milestone amounts in Table B2 excludes reimbursable travel costs, which are addressed separately in Section 2.2 of this Exhibit B.

Table B2 – Milestone Payment Schedule

Milestone No.	Deliverable	Payment Amount
1	Project Initiation and Management / Completion of Project Kickoff Meeting (Exhibit A, Section 3.1)	\$76,058.49
2	Design System Architecture / Determine Strategy (Exhibit A, Section 3.3.1)	\$109,149.18
3	Design System Architecture / Create Solution (Exhibit A, Section 3.3.2)	\$99,086.89
4	Design System Architecture / Development Environmental Installation (Exhibit A, Section 3.4.12.1)	\$88,374.49

5	Design System Architecture / Test Environment Installation (Exhibit A, Section 3.4.12.2)	\$68,542.49
6	Design System Architecture / Production Environment Installation (Exhibit A, Section 3.4.12.3)	\$72,650.72
7	Discovery Requirements / Current Workflow and Data Review (Exhibit A, Section 3.5.1)	\$35,066.49
8	Discovery Requirements / Perform ED Development Migration/Meeting Series: Current ED/ET Data Model Questions, Concurrent with Review (Exhibit A, Section 3.5.2)	\$196,978.49
9	Discovery Requirements / Conduct Requirements Review (Exhibit A, Section 3.5.4)	\$64,222.49
10	Conduct Application Design / (Exhibit A, Section 3.6)	\$42,070.49
11	Build and Configure Applications Development / (Exhibit A, Section 3.8)	\$37,006.49
12	Promote to QA Environment – UAT (Exhibit A, Section 3.9)	\$181,646.49
13	Create Test Cases and Conduct Testing (Exhibit A, Section 3.10)	\$80,590.49
14	Promote to Production Environment (Exhibit A, Section 3.11)	\$97,606.49
15	Conduct End User Training – Onsite (Exhibit A, Sections 2.4.2.1 and 3.2.2)	\$62,558.49
16	Conduct Train-the-Trainer (Exhibit A, Sections 2.4.2.2 and 3.2.3)	\$52,867.29
17	Provide 30-Day Hypercare Support Services (Exhibit A, Section 3.12)	\$43,580.49

- 2.2** The City has allocated an estimated amount of \$38,836.00 for travel expenses under this Agreement. Reimbursement of travel costs shall not exceed this amount. All travel expenses must be (i) directly related to the performance of Services under this Agreement, (ii) pre-approved in writing by the City's Project Manager, and (iii) comply with U.S. General Services Administration (GSA) per diem rates in effect at the time of travel. Airfare and rental cars shall be at economy rates. Contractor shall submit receipts or other supporting documentation with each invoice.

SECTION 3. ADDITIONAL SERVICES

- 3.1** Compensation for Additional Services shall be billed at the hourly rates listed in Table B3, or at a fixed price. Such services are subject to approval by the City pursuant to Section 5.2 of Exhibit A.
- 3.2** Rates in Table B3 are fully burdened and will remain fixed for the first two years of the Agreement.

Table B3 – Hourly Rates

Classification	Hourly Rate
Project Management	\$196
Analyst	\$99
Sr. Analyst	\$143
Developer	\$118
Sr. Developer	\$204
System Architect	\$239
Consultant	\$148
Sr Consultant	\$195

- 3.3** In the event that Services extend beyond two years from Effective Date, Contractor may propose a rate adjustment for Additional Services. Contractor shall notify the City ninety (90) days in advance of any proposed rate adjustment. Any rate adjustments are subject to the approval by the City and must be substantiated by the Contractor to the satisfaction of the City. Requests for adjustments that exceed 3% will not be considered by the City.
- 3.4** Invoices for Additional Services shall clearly identify the approved scope of work, the applicable hourly rate or fixed price, and the total hours incurred (if hourly).

SECTION 4. PAYMENT PROVISIONS

- 4.1** The City agrees to compensate Contractor for the Services performed in accordance with the terms and conditions of this Agreement.
- 4.2** Contractor shall provide an invoice to the City that includes the Invoice Number, Purchase Order Number, and Invoice Period.
- 4.3** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 4.4** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

- 4.5** Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.
- 4.6** Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required documentation, City shall process the invoice for payment.
- 4.7** Confidential. Invoices are not confidential even if marked as confidential when submitted.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its

equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to ctsantaclara@ebix.com, or by mail to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.