

## **SOFTWARE LICENSE AGREEMENT AND RELATED HARDWARE PURCHASE**

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the 1<sup>st</sup> day of August, 2018 ("Effective Date") by and between AssetWorks LLC a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of West Allis, WI with offices at 7525 W. Greenfield Avenue, West Allis, WI 53214 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

### **Article I. HARDWARE PURCHASE AND SOFTWARE LICENSE**

- A. Customer shall purchase the hardware listed on Schedule 1, if any. Title to the hardware shall pass upon receipt of shipment by Customer.
- B. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of units specified in Schedule 1 to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers ("Environment") Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Environment requires additional fees. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.
- C. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- D. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth in Schedule 1.
- E. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
- F. Except as expressly authorized under this Agreement, CUSTOMER shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

## **Article II. FEES AND PAYMENTS**

- A. CUSTOMER shall pay AssetWorks the fees specified in Schedule 1. All fees are payable by CUSTOMER within thirty (30) days of receipt of invoice. Software is invoiced upon contract execution. Hardware is invoiced upon shipment.
- B. CUSTOMER shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive, however, of taxes imposed on AssetWorks' net income by the United States or any political subdivision thereof.
- C. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice unless there is a bona fide dispute as to the amount owed.

## **Article III. NON-DISCLOSURE**

- A. Subject to the other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. AssetWorks provides documentation for the Software electronically. The CUSTOMER may copy, in whole or in part, any such documentation relative to the Software for CUSTOMER's internal use consistent with this Agreement.
- C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
- D. CUSTOMER's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit CUSTOMER's compliance with this Agreement, and CUSTOMER shall certify to the truth and accuracy of such records.

## **Article IV. WARRANTIES AND LIMITATION OF LIABILITY**

- A. Hardware purchased under this Agreement has a limited one year warranty. This limited hardware warranty covers defects in materials and workmanship in hardware products. The warranty does not cover external causes such as accident, abuse, misuse, or problems with electrical power, servicing not authorized by AssetWorks, usage that is not in accordance with product instructions, failure to follow the product instructions or failure to perform preventive maintenance and normal wear and tear. ASSETWORKS'S RESPONSIBILITY FOR DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN FOR HARDWARE, ASSETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. ASSETWORKS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

- B. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in Article I. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks (“Documentation”) but, except as provided in this Article IV (e.g., IV, G), AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the Documentation, AssetWorks’ sole obligation shall be to correct the errors. This limited warranty is lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.
- C. AssetWorks will defend, at its own expense, any action brought against CUSTOMER to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against CUSTOMER in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks’ opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then CUSTOMER shall permit AssetWorks, at its option and expense, either to (A) procure for CUSTOMER a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for CUSTOMER a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to CUSTOMER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on CUSTOMER’s unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.
- D. Except as set forth in Article IV, C, CUSTOMER agrees to defend and hold AssetWorks harmless against any claims made by any third party against AssetWorks arising out of CUSTOMER’s use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks. Nothing contained within this Agreement is intended to be a waiver or estoppel of the CUSTOMER or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin Statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.
- E. CUSTOMER agrees that AssetWorks total liability to Customer for any and all damages whatsoever, other than as set forth in Article IV, C, arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AssetWorks.
- F. In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if a party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- G. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one year from the date of execution of this Agreement. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:

1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

#### **Article V. TERMINATION**

- A. The license conveyed pursuant to Article I B may be terminated by AssetWorks in the event of breach or default by CUSTOMER under this Agreement provided AssetWorks notifies CUSTOMER in writing of the breach or default and CUSTOMER does not correct same within thirty (30) days of AssetWorks' written notice unless there is a bona fide dispute as to whether there was a breach or default by CUSTOMER.
- B. In addition, CUSTOMER shall have the right to terminate this Agreement at any time; provided such termination shall not relieve CUSTOMER of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per Schedule 1).
- C. Notwithstanding the foregoing, CUSTOMER shall have the right to terminate this Agreement if AssetWorks fails to correct an error or nonconformance to the Documentation, as referenced in Article IV, G, 1, with due dispatch and AssetWorks fails to cure the default within 30 days of receipt of notice from CUSTOMER, and such shall constitute a termination for an uncured breach and/or default by AssetWorks for purposes of terminating the Software Maintenance Agreement, the Professional Services Agreement, and the Hosting Services Agreement.
- D. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by CUSTOMER pursuant to Article III B and C shall be promptly returned to AssetWorks.

#### **Article VI. ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the consenting part and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

#### **Article VII. ENTIRE AGREEMENT**

This Agreement supersedes all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and CUSTOMER with respect to the subject matter hereof. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER'S internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement. This Agreement sets forth the sole and entire understanding between AssetWorks and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or CUSTOMER unless agreed to in writing by both parties.

**Article VIII. SCHEDULES**

Schedules 1 (Product Schedule) and any additional schedules specified below are hereby incorporated into this Agreement.

**Article IX. GENERAL TERMS**

- A. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement without the prior written consent of the other party.
- B. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- C. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- D. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- E. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the State of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of the Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin.
- F. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when delivered by overnight express; or (iii) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks LLC  
 998 Old Eagle School Rd. - Suite 1215  
 Wayne, PA 19087  
 Attn: John Hines

CUSTOMER: The City of West Allis  
 7525 W. Greenfield Avenue  
 West Allis, WI 53214  
 Attn.: Joe Clesceri – IT Department

Copy to:  
 Director of Contracts  
 AssetWorks LLC  
 998 Old Eagle School Rd. - Suite 1215  
 Wayne, PA 19087

Copy to:  
City of West Allis  
7525 W Greenfield Ave  
West Allis, Wi 53214  
Attn: Robert A Barwick

- G. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its

reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

- H. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- I. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

CUSTOMER

By: Robert A Barwick  
Name: Robert A Barwick  
Title: Senior Buyer  
Date: July 23 2018

AssetWorks LLC

By: John H. Hines III  
Name: John H. Hines III  
Title: President  
Date: 20 Jul 2018

## SCHEDULE 1 –FEES

A. License Fees

EAM Software	Quantity	Unit Price	Line Total
EAM Software Base License	1	\$ 65,000.00	\$ 65,000.00
<b><i>Recommended Modules</i></b>			
Shop Activity Module	1	10%	\$ 6,500.00
Customer Access Module	1	5%	\$ 3,250.00
KPI/Dashboards Module	1	5%	\$ 3,250.00
MAXQueue Integration Module	1	5%	\$ 3,250.00
Reporting Module	1	5%	\$ 3,250.00
ACTIONMap!	1	10%	\$ 6,500.00
ESRI Integration Module	1	10%	\$ 6,500.00
Mobile Focus/Smart Apps Enterprise License	1	20%	\$ 13,000.00
<b>EAM License Subtotal</b>			\$ 110,500.00
<b>28% Software Discount</b>			\$ 30,940.00
<b>Software Subtotal</b>			\$ 79,560.00
Crystal Reports Server Embedded 2013 Full CPU license	1	\$ 2,900.00	\$ 2,900.00
Crystal Reports Professional 2013 (First License)	1	Included	\$ -
Crystal Reports Professional 2013 (Additional Licenses)	0	\$ 495.00	
<b>Net Software Price</b>			\$ 82,460.00

B. Hardware Fees – No hardware is included at this time.

## SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement (“Agreement”), dated the 1st of August, 2018 (the “Effective Date”), is by and between AssetWorks LLC., a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 (“AssetWorks”) and the City of West Allis, WI, a Municipal corporation, with offices at 7525 W. Greenfield Avenue, West Allis, WI 53214 (hereinafter called "CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

### A. BACKGROUND

AssetWorks and CUSTOMER are parties to a Software License Agreement, Number WA – WI 2018-1 and dated August 1, 2018 pursuant to which CUSTOMER has licensed certain software products (“Software” or “Product”) from AssetWorks.

The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement.

The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed to subscribe to support and maintenance for the Software (“Maintenance”) from AssetWorks.

### B. TERMS AND CONDITIONS

#### 1) Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

#### 2) Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks’ normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

#### 3) Software Revisions and New Versions

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
  - i. Revisions that the CUSTOMER is obliged to implement ( “Mandatory Revisions”);

- ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").
  - iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
- b. New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

#### 4) Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

#### 5) Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

#### 6) Transmission

All Revisions and New Products will be made available for download by the CUSTOMER via access to the AssetWorks website or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Products onto its system.

#### 7) Remote Diagnostic Access

The CUSTOMER shall provide appropriate remote access capabilities with which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

#### 8) Proper Use

- a. Except as expressly authorized under this Agreement, CUSTOMER shall not modify the Source Code as defined in the Software License Agreement.
- b. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.
- c. In the event that the CUSTOMER or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.
- d. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

## 9) Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for the initial twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount set forth on Exhibit A. For each twelve month period thereafter, CUSTOMER will pay to AssetWorks fees in accordance with this Agreement.

## 10) Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software at the time of acquisition.

## 11) Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

## 12) Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. Maintenance will be billed in accordance with the fees listed in Exhibit A. If CUSTOMER extends Maintenance after Year 5, AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER with written notice of the increase at least ninety (90) days prior to any scheduled renewal date.
- c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice unless there is a bona fide dispute as to the amount owed.

## 13) Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice within thirty (30) days of receipt of the annual invoice submission from AssetWorks.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof, or such longer period as AssetWorks may consent to in writing, unless there is a bona fide dispute regarding the failure to implement. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER unless there is a bona fide dispute regarding the failure to implement.
- c. In the event of any breach of the terms and conditions of this Agreement by a party hereto, the complaining party will, by written notice, give the breaching party a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to the complaining party's satisfaction within said thirty (30) day period, the complaining party may then cancel Maintenance, effective immediately, by notice in writing to the breaching party.

- d. In the event that Maintenance is terminated hereunder, the terminating party shall have no continuing obligations to the breaching party of any nature whatsoever with respect to Maintenance or the payments therefore, except for such work that has already been satisfactorily completed, in such case termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts so due.

#### 14) Limitation of Liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

#### 15) General Terms

- a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the State of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin.
- f. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when delivered by overnight express; or (iii) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks LLC  
998 Old Eagle School Rd. - Suite 1215  
Wayne, PA 19087  
Attn: John Hines

CUSTOMER: The City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214  
Attn.: Joe Clesceri – IT Department

Copy to:  
Director of Contracts  
AssetWorks, Inc.  
998 Old Eagle School Rd. - Suite 1215  
Wayne, PA 19087

Copy to:  
Senior Buyer  
Robert A Barwick  
7525 W Greenfield Ave  
West Allis, WI 53214

- g. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be liable bound, have entered into this Agreement, effective as of the Effective Date.

CUSTOMER

By: Robert A Barwick  
Name: Robert A Barwick  
Title: Senior Buyer  
Date: July 23 2018

AssetWorks LLC

By: John H. Hines III  
Name: John H. Hines III  
Title: President  
Date: 20 Jul 2018

## Exhibit A

### Maintenance Fees:

Year 1 - \$22,680

Year 2 - \$27,714 (assumes the purchase of 3 additional modules in 2019)

Year 3 - \$29,099.70

Year 4 - \$30,554.69

Year 5 - \$32,082.42

## **PROFESSIONAL SERVICES AGREEMENT**

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Professional Services Agreement ("Agreement") is made as of the 1<sup>st</sup> day of August, 2018 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of West Allis, WI, with offices at 7525 W. Greenfield Ave, West Allis, WI 53214 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

### **A. BACKGROUND**

1. AssetWorks contracts to provide its clients professional services ("Services") including, without limitation, custom software development, consulting, education, installation, data conversion, training, and software modifications.
2. The Services to be delivered by AssetWorks are set forth in the Attachment 1A, Attachment 1B and Attachment 1C to this Agreement.
3. The purpose of this Agreement is to set forth the terms and conditions upon which AssetWorks will provide the Services for CUSTOMER in accordance with Attachment 1 and such other Attachments that may be added by the parties in the future.

### **B. RESPONSIBILITIES OF THE PARTIES FOR ENGAGEMENTS**

1. No Attachment shall be of any force and effect unless and until executed by both AssetWorks and CUSTOMER.
2. Each Attachment will either be on a Time and Material basis or a Fixed Price basis, specified in the Attachment. The Attachment may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Attachment will include a date by which "Deliverables" must be completed.
3. In the event that Services result in greater AssetWorks duties than contemplated by the Attachment, CUSTOMER will work closely and in good faith with AssetWorks to modify the Attachment to ensure that the CUSTOMER's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased CUSTOMER requirements.
4. Unless specifically addressed in the Attachment, all travel and expenses incurred will be extra and billed at the time of incurrence.

**C. REPRESENTATIONS AND WARRANTIES**

1. AssetWorks covenants and warrants that it will perform all Services with due diligence, in a professional and careful manner, and in compliance with all applicable laws and governmental regulations.
2. AssetWorks represents and warrants that the Services provided will not infringe any patent, trademark, trade secret, copyright or other intellectual property right of anyone.
3. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, AssetWorks DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the stated express warranties are in lieu of all obligations or liabilities on the part of AssetWorks arising out of or in connection with the performance of the Services to be provided herein.

**D. RELATIONSHIP OF THE PARTIES**

- 1 The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

**E. SUBCONTRACTORS**

1. AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of CUSTOMER; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

**F. INTELLECTUAL PROPERTY RIGHTS**

1. SOFTWARE FIRST DEVELOPED  
Unless otherwise provided in an Attachment, AssetWorks grants to the CUSTOMER the same rights, and CUSTOMER undertakes the same obligations with respect thereto, any new software and/or documentation first developed by AssetWorks under this Agreement that the CUSTOMER received pursuant to the Software License Agreement in effect between the parties.
2. AssetWorks EXISTING SOFTWARE  
AssetWorks retains title to and ownership of all software and enhancements or modifications thereto, and/or documentation furnished to the CUSTOMER under this Agreement to which it had title to or ownership of prior to the commencement of this Agreement.

**G. CONFIDENTIAL INFORMATION**

1. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Attachment. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
3. Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section G, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

**H. NON-SOLICITATION**

1. During the term of this Agreement, and for one year thereafter, neither party will solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other party during the term of this Agreement.

**I. PAYMENT**

1. AssetWorks will be paid for the Services at the rate stated in Attachment 1 or any future Attachment.
2. AssetWorks will issue monthly invoices to CUSTOMER for Services fees and expenses due unless otherwise provided for in a particular Attachment. CUSTOMER will pay AssetWorks' invoices pursuant to the terms of the Attachment or within thirty (30) days of receipt if not specified in the Attachment.
3. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice unless there is a bona fide dispute as to the amount owed.

**J. TERM OF AGREEMENT**

1. This Agreement will commence as of the Effective Date and shall continue in full force and effect until terminated pursuant to the terms hereof and/or until termination of the Software License Agreement, the Software Maintenance Agreement or the Hosting Services Agreement.
2. CUSTOMER may terminate this Attachment or any Attachment if AssetWorks defaults in any of its obligations under such Attachment and AssetWorks is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and not termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time. In the event the default is not cured or diligent efforts to effect a cure are not underway,

the Attachment at issue shall terminate, but the Agreement and any remaining Attachments shall remain in full force and effect.

3. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and the defaulting party is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and no termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time.

**K. EFFECT OF TERMINATION**

1. In the event of the termination of any Attachment or this Agreement under Section J, CUSTOMER shall be liable to AssetWorks for an amount equal to the value of the Services completed up to the effective date of termination.
2. If one or more Attachment(s) and/or this Agreement is/are terminated, AssetWorks will, within thirty (30) days after such termination, submit final invoices for Services provided through the effective date of such termination, and CUSTOMER will promptly pay AssetWorks' invoices.

**L. INDEMNITIES**

1. Each party will defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorney fees, incurred by the indemnified party, to the extent caused by the willful misconduct or negligent acts or omissions of the indemnifying party or its agents and employees in the performance of the party's duties under this Agreement or an Attachment; provided such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
2. AssetWorks will defend, indemnify and hold harmless CUSTOMER from and against all claims, liabilities, damages and costs, including attorney fees and other legal expenses ("Claims"), relating to any actual or alleged infringement by any Services of any patent, copyright, trade secret or other intellectual property right or proprietary right of anyone; provided such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
3. Nothing contained within this Agreement is intended to be a waiver or estoppel of the CUSTOMER or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin Statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the CUSTOMER or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**M. INSURANCE**

- At CUSTOMER'S request, AssetWorks will provide CUSTOMER with current certificates of insurance evidencing that AssetWorks has coverage with the limits listed below.

COVERAGE	<u>MINIMUM LIMITS</u>
Commercial General Liability	\$1,000,000/occurrence; \$2,000,000 aggregate
Commercial Auto Liability (Incl "non-owned" vehicle coverage)	\$1,000,000 combined single limit
WORKERS' COMP	STATUTORY
LIMITS Employer's Liability	\$500,000
Commercial Crime	\$1,000,000

**N. LIMITATION OF LIABILITY**

- In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the Attachment that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

**O. GENERAL TERMS**

- Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin.

6. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when delivered by overnight express; or (iii) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

**AssetWorks LLC**  
998 Old Eagle School Rd #1215  
Wayne, PA 19087  
Attn: Greg Malm

**CUSTOMER:**  
City of West Allis  
7525 Greenfield Ave  
West Allis, WI 53214  
Attn: Joe Clesceri

**Copy to:**  
Director of Contracts  
AssetWorks LLC  
998 Old Eagle School Rd. - Suite 1215  
Wayne, PA 19087  
Attn: Legal Department

**Copy to:**  
Senior Buyer  

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City of West Allis  

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7525 W Greenfield Ave, West Allis, WI 53214  
Attn: Robert A Barwick

7. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
8. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
9. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

**AssetWorks LLC**

By: *John H. Hines III*

Name: John H. Hines III

Title: President

Date: 20 Jul 2018

**CUSTOMER**

By: *Robert A Barwick*

Name: Robert A Barwick

Title: Senior Buyer

Date: July 23 2018

**Attachment 1A:**

**Professional Services Deliverables and Prices**

<b>Professional Services</b>	<b>Duration</b>	<b>Line Total</b>
Project Management and Oversight	<b>292 days</b>	<b>\$ 19,680.00</b>
Requirement Validation and Review	<b>20 days</b>	<b>\$ 13,120.00</b>
System Setup Consulting Services	<b>55 days</b>	<b>\$ 18,040.00</b>
Data Conversion and Migration Services	<b>80 days</b>	<b>\$ 36,080.00</b>
Interface Design and Development	<b>160 Days</b>	<b>\$ 79,540.00</b>
AP System Integration	80 days	\$ 23,165.00
Vendor Data Integration	80 days	\$ 12,505.00
User-Employee-Operator Date Update (HTE) Integration	80 days	\$ 15,580.00
Petrovend Fuel Integration	80 days	\$ 11,890.00
Diggers Hotline Integration	80 days	\$ 16,400.00
System Configuration Services	<b>40 days</b>	<b>\$ 19,270.00</b>
System Testing Services	<b>67 days</b>	<b>\$ 18,860.00</b>
Training Preparation & Delivery	<b>76 days</b>	<b>\$ 30,340.00</b>
Implementation Support Services - Go Live Support	<b>19 day</b>	<b>\$ 24,600.00</b>
	<b>Services Subtotal</b>	<b>\$ 259,530.00</b>
	<b>Estimated Travel</b>	<b>\$ 24,000.00</b>
	<b>Total Implementation Cost</b>	<b>\$ 283,530.00</b>

**Attachment 1B: Milestone Billing Estimates, see attached**

**Attachment 1C: Professional Services Statement of Work (SOW), see attached**

## Hosting Services Agreement

This Application Hosting Services Agreement (“Agreement”) is effective as of August 1, 2018 (“Effective Date”), by and between AssetWorks LLC (“AssetWorks”), a Delaware limited liability company with offices located at 998 Old Eagle School Road, Wayne, Pennsylvania, 19087 and the City of West Allis, WI (“Customer”), with offices located at 7525 W. Greenfield Ave., West Allis, WI 54321. Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

### 1. AGREEMENT OVERVIEW

AssetWorks operates a Data Center (“Data Center”), located at 998 Old Eagle School Rd., Wayne, PA 19087, and provides associated services to support customers that wish to outsource the operation and maintenance of computer applications listed in the Scope of Services as referenced in Attachment 2.

This Agreement describes the services to be provided by AssetWorks (“Hosting Services”) the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process. This Agreement incorporates the following Attachments that shall be considered an integral part of this Agreement:

- Attachment 1 Service Level Agreement
- Attachment 2 Scope of Services
- Attachment 3 Fee Schedule

### 2. SERVICES

AssetWorks will perform the services (“Services”) as described in the Scope of Services, set forth in Attachment 2.

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Applications hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services; and
- Customer Local Area Networks (“LAN”)
- Customer network infrastructure for connecting to the Internet and to the AssetWorks Data Center

The Services shall be provided subject to the Terms and Conditions, which follow.

### 3. TERM

The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years (“Initial Term”) unless terminated earlier as set forth below. At least ninety (90) days prior to the end of the Initial Term, AssetWorks shall provide Customer with a quote for renewal of Services. The Customer will have the option to renew the Agreement for additional consecutive one-year terms and shall provide written notice of intent to renew at least sixty (60) days prior to the end of the then current term.

#### **4. FEES AND PAYMENT**

Customer shall pay AssetWorks the applicable fees as set forth in the Fee Schedule, Attachment 3.

AssetWorks shall invoice Customer annually, in advance, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. Monthly invoices shall be issued for Professional Services and include charges defined in Attachment 3. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH).

Remit By EFT / ACH / DD / Wire:

Wells Fargo

ABA Routing No. 122105278

Account No. 5076434348

Swift Address WFBIUS6S

Remit By Check:

AssetWorks

PO Box 202525

Dallas TX 75320-2525

Except in the case of a bona fide dispute thereto, any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks

The terms set forth below shall not apply in situations involving a bona fide dispute. The Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement, except Customer's initiation under Section 8, "Termination for Default", Customer will be obligated to pay the balance due on their account computed in accordance with the Fee Schedule in Attachment 3. Customer agrees that they may be billed for such unpaid fees.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer to date under this Agreement within 30 days of the invoice date.

#### **5. CUSTOMER RESPONSIBILITIES**

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to AssetWorks services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.

- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. AssetWorks network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

## **6. OWNERSHIP OF DATA**

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination pursuant to the requirements outlined in the Obligations. Upon Termination of Contract section of this Agreement.

## **7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY**

Except as expressly set forth herein, AssetWorks disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. AssetWorks shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost revenues or profits, however arising, even if AssetWorks has been advised of the possibility of such damages. AssetWorks' liability for any and all damages (including attorneys' fees) under this Agreement (whether in contract or tort) shall in no event exceed fees paid to AssetWorks during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation.

## **8. TERMINATION FOR DEFAULT**

A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance or payments hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

## **9. GOVERNING LAW; VENUE**

The Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin. Both

parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

#### **10. ASSIGNMENT**

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that AssetWorks may assign its obligations to a third party subject to Customer's written approval of such change, but AssetWorks shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in Attachment 3.

#### **11. SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

#### **12. ENTIRE AGREEMENT**

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

#### **13. FORCE MAJEURE**

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

#### **14. WAIVER**

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

#### **15. AMENDMENTS, SUPPLEMENTS**

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

#### **16. BINDING EFFECT, BENEFITS**

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

## **17. NOTICES**

All notices under the Agreement will be in writing and will be delivered by personal service, certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the addresses set forth on the signature page to the Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed.

## **18. HEADINGS**

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

## **19. AUTHORIZATION**

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

## **20. DISPUTE RESOLUTION**

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute (Dispute). If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any Dispute at the senior management level, then either party may move the Dispute for mediation. The parties shall use good faith efforts to resolve the Dispute. If the Dispute is not resolved at mediation, the parties may avail themselves of the court system.

## **21. RELATIONSHIP OF PARTIES**

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

## **22. CONFLICTING PROVISIONS**

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

## **23. COUNTERPARTS**

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **24. COUNSEL**

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

**25. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representative(s).

CUSTOMER

By: Robert A Barwick  
Name: Robert A Barwick  
Title: Senior Buyer  
Date: July 23 2018

AssetWorks LLC

By: John H. Hines III  
Name: John H. Hines III  
Title: President  
Date: 20 Jul 2018

# Attachment 1 - Service Level Agreement

This Service Level Agreement (“SLA”) is intended to provide an understanding of the level of service to be delivered by the AssetWorks for the Services specified in Attachment 2. The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

## **AVAILABILITY**

AssetWorks will use commercially reasonable efforts to provide Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, “Availability” during any quarter refers to an Authorized User’s ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- “x” is the Availability of the Application during the quarter;
- “y” is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).
- “z” is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of “y” above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer’s inability to utilize the Application.

## **FEE ADJUSTMENT**

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than ninety five percent (95%) during any two consecutive quarters, Customer will receive a credit to its account with AssetWorks of five percent (5%) of the amount of a quarter’s aggregate AssetWorks Hosting Services fees paid or payable by Customer to AssetWorks.

AssetWorks’ obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer’s sole remedy and AssetWorks’ entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above. Notwithstanding the foregoing, if AssetWorks consistently fails to meet Availability levels and does not present the Customer with a sufficient remediation plan and/or provide the necessary remediation, said failure shall constitute a Default pursuant to Section 8, “Termination for Default”, of the Agreement and Customer may terminate this Agreement for Default thereunder.

## Attachment 2 - Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Services" for purposes of this Agreement. All Services will be provided by AssetWorks to and for the Customer's benefit in a manner that will meet the objectives outlined in Attachment 1.

### **Application**

Application refers to the Customer's licensed AssetWorks software, and 3<sup>rd</sup> Party Software hosted by AssetWorks.

### **Support Software**

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application.

### **Hardware**

Server infrastructure using redundant web servers and Oracle RAC database servers is deployed within the primary Data Center located in Wayne, PA, to maximize uptime.

If required by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from Customer's site to the Data Center.

### **Database Instances**

AssetWorks will maintain a single Production Database instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer's Production data up to 4 times in any 12 month period at no additional cost.

For an additional charge as defined in Attachment 3, AssetWorks will furnish an Ad-hoc Reporting Database for use with the Customer developed ad-hoc reports. This Database will be updated from the production database every night and will allow the Customer direct access to its data for purposes of ad-hoc reporting.

### **Custom Reports**

For an additional charge as defined in Attachment 3, AssetWorks will certify a Customer built Ad-hoc Report for scheduling execution from within the Application directly against the production database, certifying that the Report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the Report into Customer's production environment to make it available for execution submission from within the Application.

### **Backups**

Backups are taken on a nightly and monthly basis. Monthly backup tapes are rotated to the offsite storage facility and maintained for 12 months before recycling. Database backups are taken each night using Oracle RMAN and a time determined by AssetWorks. File system backups are taken using Tivoli Storage Manager and are taken following the Oracle RMAN backup as part of a scheduled process.

For an additional fee, AssetWorks will schedule other 'Critical Points' for back-up, as defined and required by the Customer (e.g., month-end, year-end and before upgrades.). The Customer retains the right to have copies of back-up tapes mailed to the Customer's site on a schedule determined by AssetWorks.

### **Hours of System Operations**

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for

inaccessibility arising from communications problems occurring anywhere beyond the AssetWorks side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

**Maintenance**

AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.

If AssetWorks is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the AssetWorks will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

# Attachment 3 – Fee Schedule

This section provides the fees payable to AssetWorks.

## Start-Up Fee, Hosting

The Hosting Set-Up fees are as follows for a 60-Month contract:

AssetWorks EAM Online Application Setup and Configuration

One time Server set up fee                    \$5,000

One time Report Server set up fee    \$2,500

## Service Fees Structure

AssetWorks will invoice Customer in advance on an annual basis. The annual service fees will begin on the Effective Date of this Agreement.

The annual fee will be \$27,000 per year fixed for the five year of the term.

## Fee Adjustments

**For additional Customer database instances requested beyond the existing Production and Test instances, a one-time fee will be charged for creation and a per month fee will be charged as long as the instance exists at the Data Center.**

### Additional Database Creation Fee

### Monthly Service Fee for Additional Database

### Monthly Service Fee for Ad-hoc Reporting Database

## Professional Services Fees

Work requested by Customer beyond that described in Attachment 2, will be charged at the following rates. Before any work is done which would incur charges billed as Professional Services Fees, the AssetWorks will supply a proposal describing the work and providing an estimate of hours, cost, and completion date. Customer approval will be required before work can begin.

Project Management, hourly fees will be quoted at the time of service

Training and Subject Matter Expert Consulting, hourly fees will be quoted at the time of service

Development, hourly fees will be quoted at the time of service.

## Service Termination Fee

If Customer terminates this Agreement other than pursuant to Section 8, "Termination for Default," of the Agreement, a Service Termination Fee equal to 100% of the current Monthly Service Fees will be billed monthly until the end of that current annual billing cycle.

## Travel Expenses

In addition to the fees set forth above, Customer shall reimburse AssetWorks for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by AssetWorks in support of the Agreement during provision of support services at the Customer site. AssetWorks will adhere to the Customer's Travel Policies to the extent possible.



STATEMENT OF WORK

**City of West Allis, Wisconsin**



## **Enterprise Asset Management**

**AssetWorks EAM**

**June 8, 2018**



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## Introduction

AssetWorks is pleased to partner with West Allis, Wisconsin (West Allis) for a successful implementation of the AssetWorks Enterprise Asset Management (EAM) system. This Statement of Work identifies the tasks required for the implementation of the AssetWorks EAM solution and is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends West Allis use AssetWorks' expertise and consulting resources to ensure a timely and cost effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

This section includes our complete response to the scope of work associated with the implementation of the proposed solution. This scope addresses the following items, as requested in the City's RFP document.

- Project management approach
- Project team discussion, including roles and responsibilities
- Detailed overview of our standard implementation approach
- Detailed activity/task timeline
- Discussion of training approach
- Discussion of data conversion approach
- Discussion of interface development approach
- Discussion of testing approach
- Listing of deliverables and documentation for each task

To best facilitate the implementation, AssetWorks urges West Allis to formally identify a focal point for each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. These focal points should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production roll-out.

The AssetWorks team will provide West Allis with niche expertise in industry consulting, technical consulting for integration and data conversion, effective training for a wide variety of roles and functions, and project management and documentation to ensure the highest quality implementation.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and West Allis will discuss these changes in good faith at their earliest opportunity.



## WBS 1.0 Project Management, Planning and Requirements

### Project Team and Kick-off Activities

AssetWorks recommends West Allis appoint a core project team with representatives from all functional or operational areas of West Allis's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with West Allis's operations and objectives, and will form the majority of the roll-out team later in the project. The West Allis project team will define their roles and responsibilities and establish project standards and controls.

West Allis will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated West Allis functional and operational areas. The West Allis Project Manager will lead the overall West Allis project team and be responsible for the West Allis personnel and resources on the project. The Project Leads will be responsible for the configuration and implementation of AssetWorks EAM and for facilitating decisions among the core maintenance group.

AssetWorks will work with the West Allis project manager to review AssetWorks' standard project management processes, which are based on the Project Management Institute's PMBOK® guides and standards. The process will include tools used for status reporting along the lines of integration, scope, time, resource, communications, cost, risk, quality, and procurement. The Project Managers will also define the schedule for project status meetings and communication channels.

Once the project management plan is in place, AssetWorks will prepare and facilitate a project kick-off meeting. The kick-off meeting will consist of an introduction to the product and project for West Allis's core implementation team. The meeting will review the project scope and time line as well as review the roles of each team member and expectations for project participation.

After the kick-off meeting, AssetWorks will work with West Allis's project manager to finalize the project plan based on information that was discussed at the kick-off meeting.

#### **Deliverable for Project Kick-off**

- Project Management Plan, including
  - Project roster
  - Communication plan
  - Responsibility matrix
- Project kick-off meeting
- Revised project plan

### Project Management and Oversight Services

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks' project manager will coordinate all AssetWorks project activities. AssetWorks will provide the following project management services:



- Coordination of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to reasonably minimize implementation time and cost while taking into consideration resource and time constraints such as West Allis staff availability
- Serve as the main point of contact for the West Allis project manager
- Provide updates to the work plan and project budget every month
- Ensure quality deliverables
- Communicate and resolve project related issues and risks

AssetWorks will assign a senior-level program manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. This manager is West Allis's first escalation point for any issues arising during the project.

The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed on time and in accordance with the project requirements.

**Deliverable for Project Management Services**

- Relevant status reports, issues log, and meetings regarding AssetWorks EAM.



## WBS 2.0 Requirements Assessment

### Initial Requirements Validation

AssetWorks will conduct workshops with each of the major asset management and maintenance groups within the City, who are participating on this implementation to review the requirements listed within the RFP documents. The review of requirements will be a precursor to the Functional Design process to follow. After reviewing the City's requirements matrix with West Allis staff, AssetWorks will map the requirements to the existing functionality of the AssetWorks EAM application. AssetWorks will document which modules, screens, reports or Ad Hoc Queries will satisfy each requirement. This process will enable AssetWorks to either validate our assumptions from our initial review of the RFP documentation, or to make revisions and refinements.

As a result of this review AssetWorks will be in a position to work with West Allis to finalize the priorities for certain requirements, determine which requirements will be addressed with the out-of-the-box capabilities, or which requested capabilities may be satisfied with changes to work flow by the City. As part of this process AssetWorks will review the possible points of integration with other City systems, and work with the City to finalize the specific needs and priorities for interfaces. This process will enable AssetWorks to validate assumptions and work with the City to finalize the scope of interface development, and prepare a final scope and budget for integrations for the new AssetWorks system.

AssetWorks will prepare a report that identifies the primary requirements, provides recommendation on how to accomplish those with the available software, will identify specific needs for legacy data, and data development to support system configuration, and will document the required integrations for the future system.

#### **Deliverable for Requirements Definition and Review Services**

- Fit/Gap Requirements Report
  - Recommendations for data migration and configuration
  - Recommendations for reports and defined queries
  - Recommendations for interfacing to other system



## WBS 3.0 System Setup Services

### Hardware and Software Acquisition and Installation

#### Software Installation and Setup<sup>1</sup>

##### AssetWorks Software Installation preparation

AssetWorks will work with West Allis to correctly size the AssetWorks EAM database and ensure the West Allis network environment is ready for the new system. Further, AssetWorks will collaborate with West Allis to ensure that the necessary security protocols are followed during the installation and configuration of the AssetWorks software components. AssetWorks fully understand the security sensitive nature of some of the data being stored in and used by the AssetWorks EAM solution, and will facilitate the effective protection of this critical and sensitive information. This will include database deployment and backup procedures. Once the AssetWorks EAM solution is deployed and in operations, it will be the responsibility of West Allis to follow the agreed upon and implemented security procedures.

##### Database creation and software installation

AssetWorks will assist in creating the test (or development) and production AssetWorks EAM databases. AssetWorks requires the use of web conferencing software to support AssetWorks' troubleshooting efforts throughout the project. If AssetWorks must perform this effort while on-site, there may be additional costs.

AssetWorks will work with West Allis to install the software on the server. West Allis should devise a procedure to upgrade AssetWorks EAM when AssetWorks makes new releases available. It is recommended that West Allis document the procedure for making new versions of the Desktop Administrative software available to all appropriate users. West Allis should install the Client Desktop application so that each user runs it from a local LAN segment or from the local workstation. AssetWorks recommends the former for ease of support.

##### Deliverable for Software Installation Services

- Installation of two environments of AssetWorks software

#### System Set-up Training and Guidance

West Allis should involve each division within the participating City departments to provide input on the critical implementation decisions related to system setup. Decisions made during this phase of the project will have a **direct effect** on the work flow in the roll-out of AssetWorks EAM.

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<sup>1</sup> Should West Allis opt for a vendor-hosted solution, this task would be confined to just the setup of the hosted software environment. For a vendor-hosted solution, AssetWorks would provide the hardware and RDBMS software setup services as well.



This group must have the authority and charter to make appropriate decisions regarding the AssetWorks EAM implementation. The group representatives should have complete knowledge and familiarity with the operation, including parts inventory and procurement.

AssetWorks will lead a three- or four-day session to train the West Allis staff to effectively define and gather the appropriate coding conventions for asset numbering, asset classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. Following the initial setup training session, AssetWorks will facilitate the loading of this information with West Allis staff through a series of on-site and remote working sessions. The set-up tasks will facilitate the work flows in West Allis's operation. System set-up consulting is very much a dialogue and exchange of information where West Allis's project team will plan the overall integration of AssetWorks EAM into West Allis operation under the guidance of AssetWorks' application experts.

West Allis's preparation for this engagement includes the assimilation and distribution of relevant asset, inventory and maintenance data prior to the initial session. The goal for these working sessions is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out.

## Finalize data definition, and processes

West Allis will take action items from the System Setup Consulting to finalize the definition of all relevant AssetWorks EAM data elements and work processes, including asset management, maintenance, parts management, procurement, and other job functions. West Allis's deliverable for this task is complete documentation of West Allis's definitions for all applicable AssetWorks EAM data elements. This deliverable is a critical prerequisite to the development of the training material for the roll-out. AssetWorks will work with West Allis to prepare this documentation.

AssetWorks will work with the team to configure AssetWorks EAM per the discussed work flow. This configuration will build on the setup defined with the West Allis core team and will focus on specific decisions, such as location options, department settings, etc. This task will occur as soon as possible after the System Setup Consulting engagement.

### Task Assumption

In order to facilitate the identification and input of the coding conventions, West Allis will have all existing coding convention information available at the start of the system setup workshop. These conventions will include reason and fault codes, work accomplished codes, task codes, location codes, employee information, user groups, and authorizations, etc.

### Deliverable for System Setup Consulting Services

- Coding structure and data definition workshop(s)

## WBS 4.0 Data Conversion Design Services

### Data Conversion Preparation

As with the Setup activities, Data migration activities will rely on the specific subject matter expertise of the various areas of responsibilities within West Allis implementing the solution. Thus, Agency asset and configuration data will be migrated to support those groups participating in the implementation.



The objective of these data loading services is to process data from the applicable West Allis asset data sources and map the data into AssetWorks EAM. It is anticipated that this will include data from the existing systems and data stored in stand-alone databases, Excel data tables, and the West Allis GIS database. West Allis will provide samples of the data from the groups participating in the implementation as soon as possible. Using these samples, the team will define exactly what data will be loaded and define a data mapping approach to bring the data into AssetWorks EAM. AssetWorks will help West Allis finalize the data mapping and identify the specific sources for each data element.

### **Data Conversion Procedures and Assumptions**

AssetWorks will determine the necessary data required to make the system operational (e.g., asset data, current assignments and locations, etc.) and then identify, in conjunction with West Allis staff, what data will be available from current systems, and what data West Allis may have to develop or enter. Once the data conversion specifications are completed, AssetWorks will provide guidance and facilitation to West Allis staff in populating AssetWorks EAM with approved and “clean” West Allis data.

The asset data inventories anticipated to be part of this project include:

- Trees
- Landscape Beds
- Streets
- Intersections
- Alleys
- Sidewalks
- Water Main
- Hydrants
- Sanitary Sewer
- Storm Sewer
- Street Lights
- Alley Lights
- City Controlled Intersections w/ Signals
- Intersection w/ Flashing Beacons
- Intersections w/ Stop Signs
- Intersections w/ Regulatory & Yield Signs
- Non-Controlled Intersections
- City Owned Parking Lots
- Parking Meters
- Parking Stalls
- Water Storage (3 locations)

Additionally, AssetWorks anticipates working with West Allis to include inventory and material management functions to support the maintenance and reporting activities associated with managing and maintaining the above listed assets to be migrated to the new AssetWorks EAM system.



## Format of Loaded Data

AssetWorks assumes that all West Allis data files are or will be formatted to facilitate uniform electronic loading. AssetWorks requires that West Allis supply all loading data initially in a tabular Microsoft XML Spreadsheet 2003 format, which will be used for loading the cleansed and reconciled asset and configuration information into the AssetWorks database as part of a batch loading process. AssetWorks will provide the appropriate XML data loading templates to West Allis, and will provide training and guidance to West Allis staff on how to populate the legacy data into the template to ensure successful loading of the data to the AssetWorks EAM database.

AssetWorks will work with West Allis to map existing data values to the appropriate fields within the AssetWorks data, as well as collaborate with West Allis to identify gaps in the existing data as it relates to either system required values within AssetWorks, or to newly identified business needs. This mapping exercise will guide the development of the appropriate data loading templates, which will be provided by AssetWorks. As part of this effort, it is anticipated that West Allis will migrate and apply as many of the legacy data coding value as appropriate to facilitate the commonality of data organization between the legacy and the new systems, and to facilitate future asset history reporting.

AssetWorks will provide guidance to West Allis on the population of the loading template in advance of the conversion of those data elements that map into AssetWorks EAM. This will include both the legacy Asset data as well as data developed to support system setup and configuration. Data that does not map into AssetWorks EAM will be evaluated for need and usefulness. If the data is required, AssetWorks will work with the Agency to identify the appropriate associations of the data elements, and define and load this data as additional attributes, or as subsystem component information for the associated asset records. Further, only data elements that can be entered on an AssetWorks EAM screen are part of this loading.

Data that is already formatted and managed within the Agency's GIS database will be loaded directly from GIS. This will include relevant Feature Class information, spatial location information, or other location relevant information managed within the GIS database.

## Data Loading Testing

After AssetWorks and West Allis have jointly documented the data mapping and data load process, AssetWorks will facilitate the testing of West Allis's data. These tests will validate the data migration strategy that the team defined in earlier stages. This process may require involvement from the West Allis Information Technology personnel in addition to participation by Public Works and Water/Wastewater staff.

AssetWorks will guide and train West Allis to load samples of the data for review and validation purposes. AssetWorks will assist the West Allis Project Manager and Team in the validation process. AssetWorks will guide West Allis in loading the data based on the rules defined earlier in the project. Data will be loaded into the development environment and validated by West Allis before being converted into the production environment.

## Task Assumptions

In order to facilitate the loading of data, and train West Allis staff to administer and operate the AssetWorks system in the future, Assetworks will provide guidance to West Allis staff throughout the data compilation, loading, and validation process. West Allis staff will perform the bulk of the tasks to complete this effort.



The sample data for each of the data elements to be batch loaded to the new system will be provided to AssetWorks at the project kick-off meeting. This is necessary to facilitate the development of the data loading plan and data mapping templates. Should the provision of the sample data sets be delayed, this will result in a delay to the delivery of the project.

#### **Deliverable for Data Conversion Services**

- Data Conversion Plan
- Data Loading Templates
- Data Loading and Validation Training

## **WBS 5.0 Interface Design and Development Services**

### **Interface Development Preparation**

AssetWorks standard procedures for developing interface design specifications include the following tasks:

- Create a preliminary specification/interface design plan including data mapping and interface rules and testing scenarios (use cases)
- West Allis project team reviews the preliminary specification/interface design plan
- AssetWorks reworks the specification/interface design plan as required
- West Allis project team provides final approval of the specification/interface design plan

AssetWorks and the West Allis project team will develop a mutually acceptable plan and schedule for the work to be completed and identify the resources and timeframe required for the development efforts. AssetWorks assumes West Allis will involve the appropriate staff to reach consensus and decisions on all interface specifications during the discussion and according to the proposed timeline. When interfacing to applications such as GIS or ERP systems, AssetWorks makes use of XML data streams. Using XML, external applications access MAXQueue, the AssetWorks EAM integration module, to interact directly with the AssetWorks EAM components in real-time, applying all of the standard AssetWorks EAM business rules and processing logic. This has the same effect on the data as if it was manually keyed into a standard AssetWorks EAM page.

AssetWorks can create an on-demand or scheduled batch interface that uses text files to update or extract records in AssetWorks EAM. When AssetWorks EAM has been interfaced to export data to flat file legacy systems, programs are created that insert rows into the target transaction file. In some cases, intermediary staging tables are used in lieu of file transfers. Using MAXQueue, users can setup recurring schedules to execute individual interfaces. For inbound batch integrations, AssetWorks EAM looks in a standard file directory or to a staging table for incoming data. When data is found, AssetWorks EAM processes the data through MAXQueue in the same manner as the real-time interfaces. For outbound data, when the interface is executed, AssetWorks extracts the data into either a data file or a staging table.

In general, MAXQueue supports a wide range of communication methods and protocols and the ability for different topic subscribers to use different protocols and processes (example: a real-time purchasing interface



connecting to a SOAP server and pulling down XML documents, side-by-side with a batch-driven interface that uses FTP to pass a formatted text file). MAXQueue is separate from the base application code of AssetWorks EAM, allowing it to be installed in a customer's DMZ, allowing communication between internal databases and external vendor systems without compromising network security.

MAXQueue includes a user interface which may allow interfaces to be configured by customers and typically provides the customer with the flexibility to control when and how often interfaces are processed.

When a business event occurs in an AssetWorks product or in the external system, the other product receives pertinent data for further processing, storage, or both. Typically, the data has been completely processed in the initiating product before being passed and it is simply stored in the receiving product for reference purposes.

AssetWorks is willing to discuss alternative, more extensive integration options and designs with West Allis to ensure the optimum design for the interfaces. However, for the basis of this proposal, the following assumptions and designs have been incorporated as the basis for the quotes provided. The project team will define a detailed specification for each interface before any work begins.

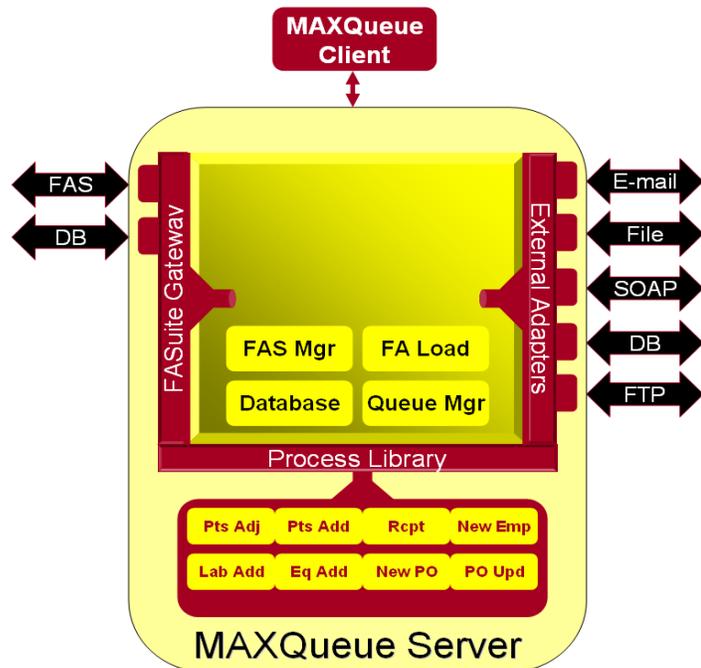
### **Interfaces Included in Scope**

West Allis has identified several possible interfaces to the proposed AssetWorks EAM solution. AssetWorks has not yet provided a preliminary budget estimate for these interfaces, and will work with West Allis to define and prioritize the interfaces to be included in the final scope of the implementation effort during the Requirements Validation activities defined under WBS element 2.0 above. The interfaces that West Allis has identified as desired within the RFP Document include:

**AP System Integration** - This interface will generate a file that will be consumed by West Allis' financial system to create the payment voucher for Commercial charges and PO receipts, and to create ledger entries for fuel postings. This will include work order commercial charges, direct commercial charges, purchase order receipts, and internal and external fuel tickets. This process would be triggered when the work order with the posting is closed.

### **Assumptions**

- Charges pulled will be based on date/time insert to account for any reversals
- All reversals must be done using standard process on the WO or fuel ticket, and will be based only on date/time.
- Work Order processes cannot include:



- Reopening work orders except to correct any transactions by creating a reversal
- Using overhead charges.
- West Allis will provide the services to have the A/P system load and process the file.
- One-way - Out of FA/EAM to a flat file
- All FASuite settings OOTB, no additional rules outside of application logic - basic rollup or tallying for file (ex: group by Vendor, or Location, or DEPT, etc)
- Standard **MAXQueue error handler, no additional processing rules for errors**

**Vendor Data Integration** - This interface would maintain the AssetWorks system by bringing over new or updated vendor records. This would maintain the status and details of Vendors that were batch loaded at the start of live operation, and as new Vendors are added would create those records in EAM as appropriate. This interface would be triggered on a scheduled basis.

#### **Assumptions**

- All supporting data will have been pre-loaded into the EAM system by West Allis, including (but not limited to):
  - Location
  - Store ID - if applicable
  - Repair Groups
- One-way - In to EAM from H.T.E via XML file or csv
- CREATE or UPDATE to 1 screen with ~10-20 fields being sent
- West Allis will provide the services to create the file to be consumed by MAXQueue.
- All FASuite settings out-of-the-box, no additional rules outside of application logic and what has already been included in the interface and what is mentioned in this quote.
- Standard MAXQueue error handler, no additional processing rules for errors other than what has been included in the interface and what is mentioned in this quote.

*Example: If any errors when creating based on Vendor Contract - a manual update after standard MAXQueue Errors*

**User-Employee-Operator Data Update (HTE) Integration** - This is a one-way interface to EAM from the West Allis HR system for employee information - including new and existing employees. This would maintain the status, location assignment, and standard charge rates of employees that were batch loaded at the start of live operation, and as employees are added would create those records in EAM as appropriate. This interface would be trigger on a scheduled basis, and would bring only data necessary to create a usable employee record into EAM. This would include the ID, Name, Assignment Location, work schedule, and standard charge rate.

#### **Assumptions**

- CREATE or UPDATE up to 3 EAM screens (Use, Employee, Operator) with ~10-20 fields per Screen.
- If the interface is to inactivate employee records, the link to the user record will be removed by the interface.
- Interface will link the user and operator records upon creation and user and employee records upon creation
- User group for the User record creation will default to an existing User Group for all records or will require manual update by West Allis.
- For fields to be populated on the User screen upon user record creation or update will either default to pre-defined values or records will already exist in EAM with a one-to-one relationship with what is being passed from the file including:
  - Location fields



- Vendor fields
- Report group - if applicable
- For fields required to be populated on the Operator screen upon operator record creation or update will either default to a pre-defined value for all or will exist in EAM with a one-to-one relationship with what is being passed from file including:
  - Department ID
  - Fuel card ID - if applicable
  - Fuel card pin - if applicable
  - Operator Authority fields
  - License information - if applicable
  - Motor Pools fields - if applicable
- For fields required to be populated on the Employee screen upon operator record creation or update will either default to a pre-defined value for all or will exist in EAM with a one-to-one relationship with what is being passed from file including:
  - Assigned Shop location
  - Department - if applicable
  - Account ID - if applicable
  - Company ID - if applicable
- All EAM settings out of the box, no additional rules outside of application logic.
- Standard MAXQueue error handler, no additional processing rules for errors.

**Petrovend Fuel Integration** - This interface would import fuel transactions from a file for the PetroVend fuel management system to be imported into EAM as internal fuel tickets. PetroVend will provide a text file on a daily basis for EAM to import each night. The file will provide information on the Equipment receiving fuel, the mileage/meter reading, the fuel quantity, and the tank the fuel was taken from in order to create a fuel ticket.

This interface will not create anything outside of Fuel Tickets.

#### **Assumptions**

- One-way - In to EAM
- Flat file
- Update to 1 screen with ~10-20 fields being sent
- All FASuite settings OOTB, no additional rules outside of application logic
- Standard MAXQueue error handler, no additional processing rules for errors

**Diggers Hotline Integration** - This interface would use the emailed requests to create a service request in EAM. This information will be sent to an email account MAXQueue will have access to monitor and process.

#### **Assumptions**

- West Allis will work with AssetWorks Professional Services to map the fields in the email to the EAM Service Request screen.
- The email must have consistent labelling in order for EAM to parse the data, otherwise the interface will error.
- One-way - In to EAM
- Update to 1 screen (Service Request) with ~10-20 fields being sent
- All FASuite settings OOTB, no additional rules outside of application logic
- Standard MAXQueue error handler, no additional processing rules for errors
- Email will not include an attachment, otherwise interface will error
- Email uses either an exchange or POP protocol



***Any additional features outside of the abovementioned or any changes that could change the behavior of the interface from original scope - including complex logic for data transformation - will require a re-quote.***

Additionally, as part of the Requirements Assessment effort, AssetWorks will work with the City to evaluate the need for the other interfaces and integrations. In some instances we may be able to accomplish the functionality directly from AssetWorks, or address the specific data sharing need via a report, rather than a formal interface development process. The need for reporting or further interfaces will be address in the Requirements Fit/Gap report completed as part of the Requirements Assessment under WBS Element 2.0.

## **GIS Integration**

The AssetWorks EAM solution offers out-of-the-box geospatial data management capabilities, which will enable West Allis to effectively load and use their current GIS information into the AssetWorks EAM asset inventory. AssetWorks EAM's spatial data management tools will enable West Allis to load their linear and location-based stationary assets, and effectively manage those assets, generate preventive maintenance plans, execute inspections, and create repair work requests and work orders as needed.

As part of our implementation effort, the AssetWorks team will work with West Allis to review the current GIS data management environment and collaborate to design processes and procedures to enhance spatial data management, identify additional spatial data needs for assets, and develop more enhanced tools for creating a comprehensive and synchronized spatial data maintenance program to facilitate the accuracy and consistency of information across both the current spatial data environment and the future AssetWorks EAM asset inventory.

In this manner AssetWorks would work with West Allis to enhance our compliance with the city's requirements, and identify best practices and strategies for enhancing the geospatial capabilities into the future as the system matures and more assets types are brought on-line and integrated into the asset management and maintenance work flows.

A further part of the implementation effort will include the design of processes, workflows, and tool for accessing, sharing, viewing, and reporting on asset information through a GIS-based portal. AssetWorks offers a built in spatial data viewing and query tool, which facilitates simple queries and map views within the AssetWorks portal environment. Additionally, the AssetWorks team will work with West Allis to define GIS-based tools for viewing spatial data, conducting more advanced queries, and for spatial reporting and thematic map viewing.

In this manner AssetWorks will provide options to the City users, once the solution is implemented for viewing and working with asset information by facilitating both simply viewing and querying, and enabled advanced spatial data operations against data stored both in the GIS database as well as within the AssetWorks EAM database.

### **Deliverable for Interface Design Services**

- GIS Interface and Data Processing Configuration



## WBS 6.0 System Configuration Services

### Configure Modules

AssetWorks will provide an orientation for the modules included within the software licensing portion of the proposal.

In addition, AssetWorks will consult with West Allis to configure the modules to facilitate the workflows for the maintenance, back office functions, and standard interfaces. Configuration includes, but is not limited to:

- Defining user groups and user access rights
  - Defining screen based user roles and rights
  - Defining field level rights
  - Assigning user groups for specific functions
- Creating automatic report schedules and distribution lists
- Deploy standard reports, which require no additional modifications or enhancement
- Initializing notifications to facilitate business processes
- Assisting with Dashboard layout and design
- Create custom, reusable ad hoc queries
- Modifying screen naming conventions and field data entry requirements
- Creating custom menus for specific user groups

### Configure Notifications

AssetWorks offers several out of the box notifications, which can be integrated into the module work flows to facilitate more effective use of the system. As part of this proposal AssetWorks will work with the Agency to configure up to 5 of the out of the box notifications for use.

### Configure GIS Integration

AssetWorks will provide technical development services to provide configuration for the integration of the West Allis GIS environment and the AssetWorks system. These configuration activities will be based on the results of the GIS Design activities. It should be noted that any changes or modification to the AssetWorks EAM system to support the development and configurations are not software customizations specifically for West Allis, but reflect an integration configuration design to support the unique data management environment and data management work flows in use by West Allis. Thus, these changes would be made to the base software and would be part of all future releases of the AssetWorks EAM software, thus facilitating future software upgrades.

### Deliverable for System Configuration Services

- Coding structure and data definition workshop(s)
- Configured modules
- Configured GIS data management

West Allis is responsible for all deliverables not specifically included above.



## WBS 7.0 System Testing Services

### Prepare Integrated Test Plan

AssetWorks will prepare a standard System Test Plan. The final test plan for West Allis will be developed based on the work flows identified within the Future State Business Process Report delivered under WBS 2.0. It is anticipated that some of the testing scenarios will include, but not be limited to:

- Verify the security and access control functions for several User Groups
- Add and modify asset primary information
- Add and modify parts primary information
- Open a repair order and a PM order/inspection for an asset
- Charge labour to the work orders and verify the charges/credits of hours and costs
- Charge inventory parts to the work orders and verify the charges/credits of quantity and cost as well as proper inventory relief
- Charge commercial charges to the work orders and verify the charges of labour and parts
- Close the repair and PM/Inspection orders
- Verify work order charges
- Adjust parts inventory both upward and downward
- Generate a sampling of standard reports
- Verify a sample of asset master records
- Verify a sample of part master records
- Create purchase orders and receive against open purchase order lines

### Execute Test Plan

AssetWorks will work with West Allis to load sample sets of West Allis data to facilitate integration and workflow testing. The objective is to be able to run through the various testing scenarios, validate the data and system configuration, identify areas for adjustments, and facilitate retesting.

AssetWorks will guide the designated West Allis system users through the various testing scenarios, to facilitate an effective test, and to validate and document any adjustments to configuration, or potential missing data elements. This test plan will be executed according to the schedule in the project plan.

As part of the testing effort AssetWorks will guide West Allis through both system testing and UAT. This will include preparing testing scripts for both system testing and UAT, making updates to the test plan following the system testing, and providing a testing report for both system testing and UAT, as well as developing a testing issues tracking log to facilitate configuration and data corrections based on the results of the testing, and facilitating retesting until all scenarios pass.



### **Document and provide test results**

AssetWorks will provide documented test results that include the test criteria and note the outcome of each test. The document will be in the form of an issues and actions log, which will facilitate making any corrections and retesting the scenarios requiring correction.

### **Deliverable for System Testing Services**

AssetWorks will provide the following deliverables:

- Written Test Plan.
- System Test scripts for AssetWorks EAM system testing.
- UAT scripts for AssetWorks EAM UAT testing
- Test results for AssetWorks EAM system testing.
- Test results for AssetWorks EAM UAT.

## **WBS 8.0 Training Preparation and Delivery**

### **Training Preparation**

The AssetWorks project team will develop and deliver a training program to provide AssetWorks EAM training for various types of West Allis users. The training will be role-based and will differ for trainees from the various organizational and functional areas. Each West Allis trainee will have the basic skills in the overall use of AssetWorks EAM and strong knowledge of how to use the application in his or her specific job function or area of expertise.

After the initial training, West Allis will provide all subsequent user training required in connection with new members entering the user community and on an ongoing basis. Any training materials, including presentation materials, delivered to West Allis will be delivered as electronic media in Microsoft Word or Microsoft PowerPoint format.

#### **Develop Training Plan**

AssetWorks will develop a training plan that describes training that will be delivered. AssetWorks will develop a plan that addresses the following topics:

- Assessment of required levels of training for West Allis's current Operations user roles and Trainer roles (see below)
- Samples of training media for each type of role described below (e.g., handouts, practice exercises, and screenshots with step-by-step instructions).

#### **Prepare Training Materials**

Once West Allis approves the Training Plan, the AssetWorks project team will customize training materials. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.



The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and work flows included in the training will be those finalized by the West Allis team during the BPA tasks. Any deviations in the defined and agreed upon work flow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version to West Allis. West Allis will be authorized to use training materials for ongoing training within West Allis. All courses will consist of a combination of classroom and hands-on instruction. Training will include classroom and hands-on instruction through the use of the actual application.

**Training Delivery Services**

AssetWorks will provide on-site training to West Allis (as outlined above) in a classroom environment suitable for training. West Allis will be responsible for providing and preparing the training facility. AssetWorks will deliver the following training.

**System Administrator Training**

AssetWorks will provide System Administrator training for up to 5 users assuming West Allis’s training facility has a sufficient number of workstations for this training. These trainees will be responsible for supporting the AssetWorks EAM application from a technical or “back office” perspective. The training will cover the following areas of AssetWorks EAM:

<b>IT and System Administrator</b>	
Application logging and troubleshooting	Mobile device hardware and software
Report and Dashboard Development	System and User Interface Configuration
Application installation and upgrades	Interface troubleshooting
Users and User Groups	Batch Processing
Set-up Options	Table Management

**Train the Trainer Training**

AssetWorks will provide Operational training to the West Allis trainers. The topics and work flows included in the training will be those finalized by the West Allis team during the BPA. The City should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

<b>Maintenance</b>	
System login	Work order look-up functions
Work order posting functions	Basic troubleshooting
Materials and parts functions for managers	Labour and time entry and management
Use of selected standard reports	Equipment Due for Service/Inspection Functions



**Asset Management**

System login	Warranty Management
Multi-Unit Projects and Campaigns	Class/Task information and PM/Inspection planning
Asset Acquisition and Disposal	State of Good Repair/Capital Planning functionality
Use of selected standard reports	Basic troubleshooting

**Inventory Management**

System login	Fulfilling Parts Requests
Part Primary Records and cross-references	Physical inventory, adjustments, transfers
Enterprise Purchase Orders	Purchase Order Receipts
Use of selected standard reports	Basic troubleshooting

West Allis will identify at least one “key user” at each group to closely support the cut-over, particularly after the training concludes. These individuals will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these “key users” be those that attended the trainer training sessions described above.

**Deliverable for Training Delivery Services**

AssetWorks will provide the following deliverables:

- Training Plan
- Training Plan for trainers and end users
- Training materials for trainers and end users
- Train the Trainer training classes
- System administrator training classes

**WBS 9.0 Implementation Support Services****Prepare for Cut-over**

AssetWorks will work with West Allis to stage and prepare for the system roll-out/cutover. This time includes final site testing of hardware and system readiness and review of procedures with user personnel.

**Cutover support**

When West Allis commences live operations using AssetWorks EAM, AssetWorks will be on-site to provide “go live” assistance for the West Allis maintenance operations. This step is critical to success. The AssetWorks and



West Allis team will provide refresher training and help to technicians, supervisors, inventory personnel and back office functions to make sure the transition is as smooth as possible. This on-site support could include data imports, report development, hands-on help for the users, etc.

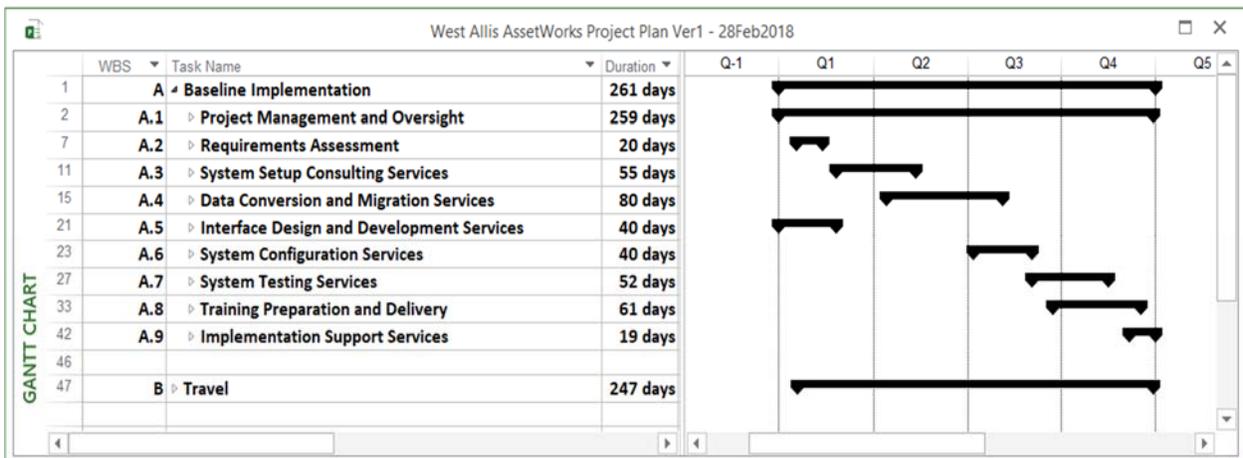
**Deliverable for Post-Implementation Support Services**

- Live production environment and operations

**Preliminary Timeline**

**Overview Schedule**

The following graph depicts the proposed timeline for this project. Please see the complete Microsoft Project document for a complete project plan, including a Gantt chart. A detailed preliminary project schedule is included at the end of this section.



## Assumptions

The following general assumptions apply to this proposal:

### **General**

All estimates have been provided based on a fixed fee effort.

This scope of work relates only to out-of-the-box features and functions for AssetWorks software. No customizations or enhancements are included other than those noted.

AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. West Allis will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).

West Allis will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.

West Allis will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.

All training sessions will be based on standard application training materials.

West Allis will implement this solution such that all assets will be in a single production AssetWorks EAM database.

AssetWorks will provide on-site training to West Allis (as outlined above) in a classroom environment suitable for training. West Allis will be responsible for providing and preparing the training facility.

This proposal includes only the interfaces stated in this Statement of Work. AssetWorks will provide estimates for other interfaces as may be required on an as-needed basis.

West Allis will receive all standard, out-of-the-box reports at no extra cost.

This Statement of Work does not include any costs associated with 3rd party vendors or software that may be needed to complete the implementation.

West Allis commits to training appropriate functional and technical resources as required.

West Allis is responsible for all manual data entry.

### **Project Management and Risk Factors**

The West Allis project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by West Allis related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any West Allis tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.



This Statement of Work does not include the expenses associated with West Allis or West Allis resources assigned to the project.

West Allis remains responsible for all integration effort not described in this Statement of Work.

The project schedule is contingent upon the timely attainment of external milestones that are outside of AssetWorks control. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.

West Allis will have five days to review each deliverable. After five days, the deliverable will be deemed accepted. If changes are requested before the five days, AssetWorks will make the requested revisions, subject to scope, and then submit the final deliverable. There will not be multiple review cycles, unless otherwise mutually agreed.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and West Allis will discuss these changes in good faith at their earliest opportunity.

### **Infrastructure**

West Allis will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined West Allis/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.

System, server, and workstation backups are the responsibility of West Allis. This includes the development and execution of the system backups and recovery programs.

West Allis personnel assume the responsibility for applying software patches.

Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of West Allis.

West Allis will be responsible for deploying access to the AssetWorks EAM system and for providing all supporting software, hardware, and connectivity for the servers. The Web server must use Microsoft IIS.

The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

### **West Allis Resources**

Assumes all West Allis project team resources will be committed to the project as of the project start date.

Assumes West Allis will provide the following resources to insure a successful implementation.

Executive Steering Committee –The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the project team.

Project Manager - A Project Manager will be assigned with appropriate decision-making authority.



Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including Project Team training. Often these experts consist of Functional Leads in their respective areas of expertise (e.g., Maintenance), as well as other supporting personnel from the various departments. The resources designated for these roles should have a good working knowledge of how West Allis processes are performed and understand the reasons for the current processes.

Technical Experts – A team of Technical Experts will be involved in the technical duties that come with an AssetWorks implementation. Examples include a Technical Lead for system administration, database administration, web administration, printer administration, software patches, etc.



## AssetWorks Implementation Plan

ID	WBS	Task Name	Duration	Work	Q-1	Q1
1	<b>A</b>	<b>Baseline Implementation</b>	<b>296 days</b>	<b>1,266 hrs</b>		
2	<b>A.1</b>	<b>Project Management and Oversight</b>	<b>292 days</b>	<b>96 hrs</b>		
3	<b>A.1.1</b>	<i>Notice of Award</i>	<i>0 days</i>	<i>0 hrs</i>		
4	A.1.2	Project Preparation and Kick-Off Planning	5 days	16 hrs		
5	<b>A.1.3</b>	<i>Project Kick-Off Meeting</i>	<i>0 days</i>	<i>0 hrs</i>		
6	A.1.4	Provide project management and support	280 days	80 hrs		
7	<b>A.2</b>	<b>Requirements Assessment</b>	<b>20 days</b>	<b>64 hrs</b>		
8	A.2.1	Requirements Workshops	10 days	32 hrs		
9	A.2.2	Assess Integration and Data Requirements	10 days	32 hrs		
10	<b>A.2.3</b>	<i>Document Findings for County</i>	<i>0 days</i>	<i>0 hrs</i>		
11	<b>A.3</b>	<b>System Setup Consulting Services</b>	<b>55 days</b>	<b>88 hrs</b>		
12	A.3.1	Software Installation and Preparation	5 days	8 hrs		
13	A.3.2	System setup consulting	20 days	32 hrs		
14	A.3.3	Finalize data elements and coding structure	30 days	48 hrs		
15	<b>A.4</b>	<b>Data Conversion and Migration Services</b>	<b>80 days</b>	<b>176 hrs</b>		
16	A.4.1	Data mapping and load preparation	20 days	48 hrs		
17	<b>A.4.2</b>	<i>Data Conversion Plan</i>	<i>0 days</i>	<i>0 hrs</i>		
18	A.4.3	Provide data loading templates	20 days	48 hrs		
19	A.4.4	Batch load training and load facilitation	40 days	80 hrs		
20	<b>A.4.5</b>	<i>Data Loaded for Testing</i>	<i>0 days</i>	<i>0 hrs</i>		
21	<b>A.5</b>	<b>Interface Design and Development Services</b>	<b>160 days</b>	<b>388 hrs</b>		
22	<b>A.5.1</b>	<b>AP System Integration</b>	<b>80 days</b>	<b>113 hrs</b>		
23	A.5.1.1	Interface Design	20 days	33 hrs		
24	<b>A.5.1.2</b>	<i>Specification Approved</i>	<i>0 days</i>	<i>0 hrs</i>		
25	A.5.1.3	Interface Development	30 days	64 hrs		
26	<b>A.5.1.4</b>	<i>Deployed to Test Environment</i>	<i>0 days</i>	<i>0 hrs</i>		
27	A.5.1.5	Interface Testing	10 days	16 hrs		
28	<b>A.5.1.6</b>	<i>Deployed to Production Environment</i>	<i>0 days</i>	<i>0 hrs</i>		
29	<b>A.5.2</b>	<b>Vendor Data Integration</b>	<b>80 days</b>	<b>61 hrs</b>		
30	A.5.2.1	Interface Design	20 days	21 hrs		
31	<b>A.5.2.2</b>	<i>Specification Approved</i>	<i>0 days</i>	<i>0 hrs</i>		
32	A.5.2.3	Interface Development	30 days	26 hrs		
33	<b>A.5.2.4</b>	<i>Deployed to Test Environment</i>	<i>0 days</i>	<i>0 hrs</i>		
34	A.5.2.5	Interface Testing	10 days	14 hrs		
35	<b>A.5.2.6</b>	<i>Deployed to Production Environment</i>	<i>0 days</i>	<i>0 hrs</i>		
36	<b>A.5.3</b>	<b>User-Employee-Operator Data Update (HTE) Integration</b>	<b>80 days</b>	<b>76 hrs</b>		
37	A.5.3.1	Interface Design	20 days	24 hrs		

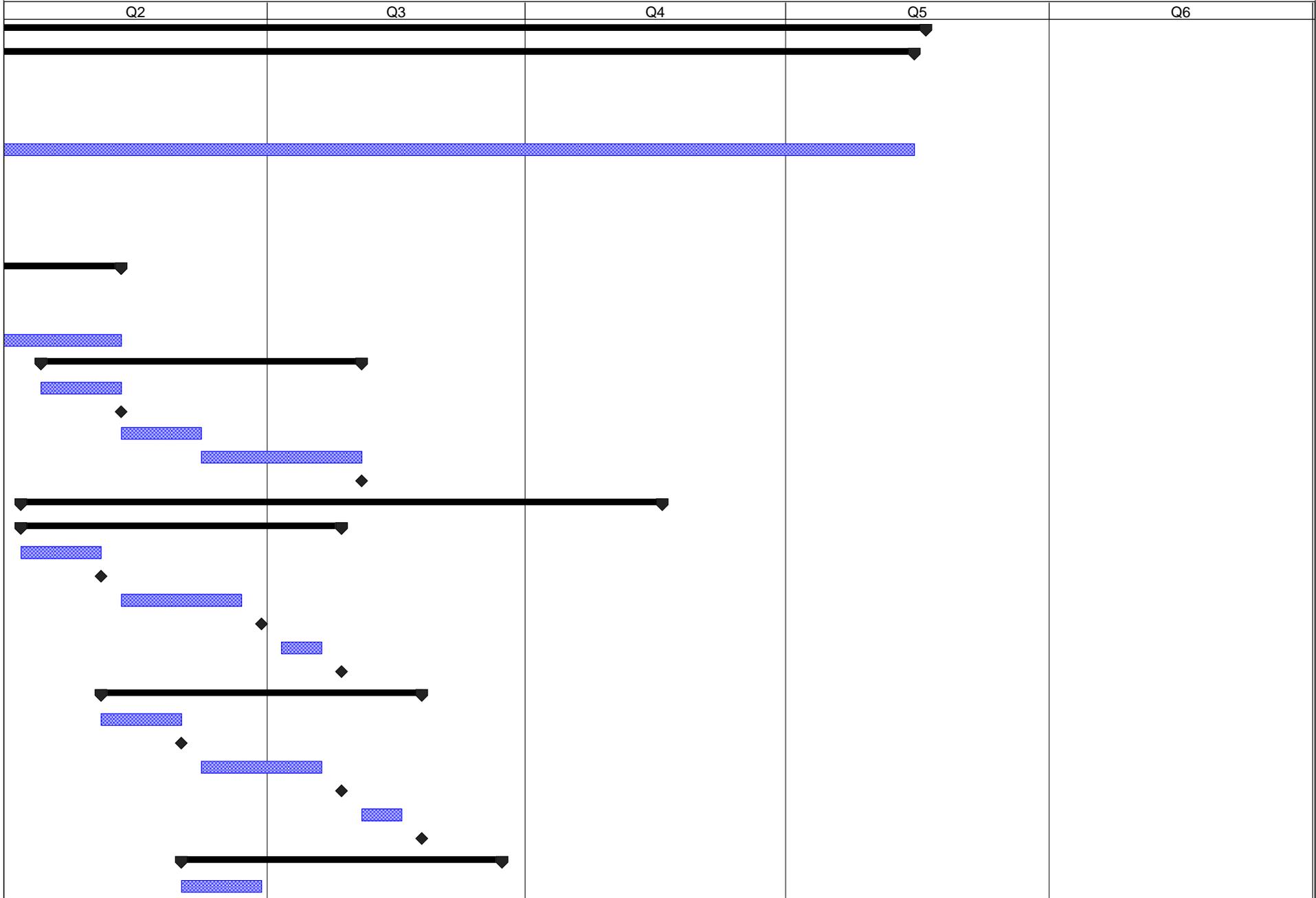
## AssetWorks Implementation Plan

ID	WBS	Task Name	Duration	Work	Q-1	Q1
38	<a href="#">A.5.3.2</a>	<a href="#">Specification Approved</a>	0 days	0 hrs		
39	A.5.3.3	Interface Development	30 days	38 hrs		
40	<a href="#">A.5.3.4</a>	<a href="#">Deployed to Test Environment</a>	0 days	0 hrs		
41	A.5.3.5	Interface Testing	10 days	14 hrs		
42	<a href="#">A.5.3.6</a>	<a href="#">Deployed to Production Environment</a>	0 days	0 hrs		
43	<b>A.5.4</b>	<b>Petrovend Fuel Integration</b>	<b>80 days</b>	<b>58 hrs</b>		
44	A.5.4.1	Interface Design	20 days	18 hrs		
45	<a href="#">A.5.4.2</a>	<a href="#">Specification Approved</a>	0 days	0 hrs		
46	A.5.4.3	Interface Development	30 days	26 hrs		
47	<a href="#">A.5.4.4</a>	<a href="#">Deployed to Test Environment</a>	0 days	0 hrs		
48	A.5.4.5	Interface Testing	10 days	14 hrs		
49	<a href="#">A.5.4.6</a>	<a href="#">Deployed to Production Environment</a>	0 days	0 hrs		
50	<b>A.5.5</b>	<b>Diggers Hotline Integration</b>	<b>80 days</b>	<b>80 hrs</b>		
51	A.5.5.1	Interface Design	20 days	24 hrs		
52	<a href="#">A.5.5.2</a>	<a href="#">Specification Approved</a>	0 days	0 hrs		
53	A.5.5.3	Interface Development	30 days	42 hrs		
54	<a href="#">A.5.5.4</a>	<a href="#">Deployed to Test Environment</a>	0 days	0 hrs		
55	A.5.5.5	Interface Testing	10 days	14 hrs		
56	<a href="#">A.5.5.6</a>	<a href="#">Deployed to Production Environment</a>	0 days	0 hrs		
57	<b>A.6</b>	<b>System Configuration Services</b>	<b>40 days</b>	<b>94 hrs</b>		
58	A.6.1	Configure Web Portals	20 days	32 hrs		
59	A.6.2	GIS/Mapping Configuration	15 days	30 hrs		
60	A.6.3	Notification Configuration	20 days	32 hrs		
61	<b>A.7</b>	<b>System Testing Services</b>	<b>67 days</b>	<b>92 hrs</b>		
62	A.7.1	Prepare Integrated Test Plan	10 days	20 hrs		
63	<a href="#">A.7.2</a>	<a href="#">Review and acceptance of Test Plan</a>	0 days	0 hrs		
64	A.7.3	Prepare for Integrated Test	10 days	32 hrs		
65	A.7.4	Assist in test plan execution	20 days	40 hrs		
66	<a href="#">A.7.5</a>	<a href="#">Review and acceptance of Test Results</a>	0 days	0 hrs		
67	<b>A.8</b>	<b>Training Preparation and Delivery</b>	<b>76 days</b>	<b>148 hrs</b>		
68	A.8.1	Prepare Training Plan	5 days	12 hrs		
69	<a href="#">A.8.2</a>	<a href="#">Acceptance of Training Plan</a>	0 days	0 hrs		
70	A.8.3	Provide standard training materials for each role	10 days	32 hrs		
71	<a href="#">A.8.4</a>	<a href="#">Review and acceptance of training materials</a>	0 days	0 hrs		
72	<b>A.8.5</b>	<b>Training Delivery Services</b>	<b>17 days</b>	<b>104 hrs</b>		
73	A.8.5.1	Provide training to System Administrator	5 days	24 hrs		
74	A.8.5.2	Provide Train the Trainer Training	10 days	80 hrs		

## AssetWorks Implementation Plan

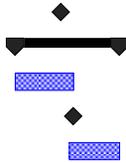
ID	WBS	Task Name	Duration	Work	Q-1	Q1
75	<b>A.8.5.3</b>	<u><i>Verify and accept training completion</i></u>	<i>0 days</i>	<i>0 hrs</i>		
76	<b>A.9</b>	<b>Implementation Support Services</b>	<b>19 days</b>	<b>120 hrs</b>		
77	A.9.1	Prepare for cut-over	10 days	40 hrs		
78	<b>A.9.2</b>	<b><i>Commence Live Operations</i></b>	<i>0 days</i>	<i>0 hrs</i>		
79	A.9.3	Provide remote and on-site support	10 days	80 hrs		
80						
81	<b>B</b>	<b>Travel</b>	<b>280 days</b>	<b>0 hrs</b>		
82	B.1	Travel	280 days	0 hrs		

# AssetWorks Implementation Plan





## AssetWorks Implementation Plan

Q2	Q3	Q4	Q5	Q6
				
				
				

<b>Milestone Payment Schedule - Implementation Services</b>				
<b>MS #</b>	<b>Milestone</b>	<b>Planned Delivery*</b>	<b>Net Milestone Lump Sum</b>	<b>Final Milestone Lump Sum Amount (Including Travel and PM)</b>
A.1.1	<b>Project Kick-off and Orientation</b>		\$ 3,280.00	\$ 4,090.03
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Project Management Plan</li> <li>• Project kick-off meeting</li> <li>• Project orientation training session</li> <li>• Revised/finalized project plan/schedule for the initial implementation with WBS tasks per the SOW</li> </ul>			
	<b>Business Process and Requirements Assessment</b>			
A.2.1	Integration and Data Requirements Documentation		\$ 13,120.00	\$ 16,360.10
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Fit/Gap Requirements Report <ul style="list-style-type: none"> <li>o Recommendations for data migration and configuration</li> <li>o Recommendations for reports and defined queries</li> <li>o Recommendations for interfacing to other system</li> <li>o Summary and recommendations for notifications and potential software modifications to be included in the initial implementation</li> </ul> </li> </ul>			
	<b>Software Installation</b>			
A.3.1	Installed AssetWorks Software		\$ 1,640.00	\$ 2,045.01
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Installation of two environments of AssetWorks software</li> </ul>			
	<b>System Setup Consulting Services</b>			
A.3.2	System Setup Training Workshop		\$ 6,560.00	\$ 8,180.05
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Coding structure and data definition workshop</li> </ul>			
A.3.3	Final Coding Structure Loaded		\$ 9,840.00	\$ 12,270.08
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• System coding lists loaded to test environment</li> </ul>			
	<b>Data Loading Services</b>			
A.4.1	Data Loading Plan		\$ 19,680.00	\$ 24,540.15
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Data Conversion Plan</li> <li>• Data Loading Templates</li> </ul>			
A.4.2	Data Conversion Complete in Test Env		\$ 16,400.00	\$ 20,450.13
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Data Loading and Validation/Testing</li> </ul>			
A.5	<b>Interface Design and Development</b> See below			
	<b>System Configuration Services</b>			
A.6.1	Configure Web Portals		\$ 6,560.00	\$ 8,180.05
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Configured modules</li> </ul>			
A.6.2	GIS/Mapping Configuration		\$ 6,150.00	\$ 7,668.80
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Configured GIS data management</li> </ul>			
A.6.3	Notification Configuration		\$ 6,560.00	\$ 8,180.05
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• 5 Configured notifications</li> </ul>			
	<b>System Testing Services</b>			
A.7.1	Test Plan		\$ 4,100.00	\$ 5,112.53
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Written Test Plan.</li> <li>• System Test scripts for AssetWorks EAM system testing.</li> <li>• UAT scripts for AssetWorks EAM UAT testing</li> </ul>			
A.7.2	Testing Complete		\$ 14,760.00	\$ 18,405.11
	<b>Deliverables included in milestone:</b> <ul style="list-style-type: none"> <li>• Test results for AssetWorks EAM system testing.</li> <li>• Test results for AssetWorks EAM UAT.</li> </ul>			

