

GBA03SFT

TYPE OF RECORD: ACTIVE NON-PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: GBA MASTER SERIES, INC.

SUBJECT/PROJECT: INFRASTRUCTURE MANAGEMENT SOFTWARE
SYSTEM

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: RENEWABLE ANNUALLY BY MUTUAL
AGREEMENT

DESTRUCTION DATE: 6 YEARS AFTER TERMINATION

**AGREEMENT FOR
INFRASTRUCTURE MANAGEMENT SOFTWARE SYSTEM
AND
PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 18th day of June, 2003, by and between GBA Master Series, Inc., a Kansas corporation with its principal place of business at 8900 Ward Parkway, Suite 100, Kansas City, MO 64114 (hereinafter "**GBAMS**" or Licensor), and the City of Grand Junction, Colorado, a municipal corporation with its principal place of business at 250 North Fifth Street, Grand Junction, CO 81501-2668 (hereinafter "**the City**" or Licensee), collectively referred to herein as the "Parties". In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following.

RECITALS

WHEREAS, GBAMS owns certain software programs that are licensed as individual program titles which are known collectively as the "**GBA Master Series**TM";

WHEREAS, the City would like to use, and GBAMS would like to grant the City the right to use, those software programs accessing databases residing at the City's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

1. PRODUCT AND SERVICES.

GBAMS will provide the products and services detailed in following Attachments.

- (a) Attachment A – Schedule of Software Products to be Installed
- (b) Attachment B – Work Plan Services
- (c) Attachment C – Software Support and Maintenance Provisions

2. DEFINITIONS.

"**Program(s)**" means the object code versions of the computer software programs, and related documentation.

"**Seats**" means the number of concurrent users (i.e., the number of persons using the Program at one time) permitted to use a Program.

"**Clients**" means the number of individual database setups that can be accessed by a Program.

"**Licensed Site**" means the locations at which the City will be permitted to store the databases used by the Program(s).

3. LICENSE GRANT.

(a) **License.** Subject to the terms and conditions of this Agreement, GBAMS grants the City a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of concurrent users of each Program, including all users authorized to use any Program(s) pursuant to

Section 3(b) below, shall not exceed the number of Seats for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) **Sublicense.** Licensee will have the right to grant sublicenses for each Program to third parties who are under contract with Licensee to provide data services to use the object code version of the sublicensed Program in order to provide such services. In granting such sublicenses, Licensee agrees (i) not to grant sublicenses for Seats for each Program totalling more than Licensee's available Seats for such program, (ii) to ensure that sublicensee personnel are trained in the proper use of the sublicensed Program(s), (iii) to use only the form of sublicense agreement provided by GBAMS, and (iv) to provide GBAMS with an executed copy of each such sublicense agreement.

(c) **Future Licenses.** GBAMS and the City may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from the City and acknowledgment from GBAMS) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no

effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) Limited Grant. Except as expressly provided in this Section 3, GBAMS grants and The City receives no right, title or interest in or to the Programs or any other deliverables provided by GBAMS in connection with this Agreement and GBAMS reserves and retains all such right, title, and interest.

4. LICENSE RESTRICTIONS.

(a) No Reverse Engineering. The City agrees not to disassemble, de-compile, reverse analyze, or reverse engineer the Program(s).

(b) No Modification. The City agrees not to modify the Program(s).

(c) No Copying. The City agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies, and as may be necessary to utilize the total Seats for a given Program.

(d) Third Party Use. The City agrees that it will not allow a third party to use their software licenses without first notifying GBAMS. The City will be allowed to have third party entities use the software but understand that in doing so it will require that The City remove existing concurrent licenses from their license pool. There will be a fee of \$100 for each transfer of licenses to allow GBAMS to keep track of license locations for each request.

5. PROPRIETARY RIGHTS.

(a) GBAMS's Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of GBAMS.

(b) The City's Property. Any and all information provided by The City, as well as any and all information generated by The City's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of The City.

(c) Proprietary Notices. The City will not delete or alter any copyright, trademark, and other proprietary rights notices of GBAMS and its licensors appearing on the Program(s). The City agrees to reproduce such notices on all copies it makes of the Program(s).

6. FEES AND TAXES.

(a) Fee. As consideration for the rights granted to The City under the Agreement set forth in Section 3 of this Agreement, The City shall remit payment to GBAMS, or GBAMS's designated representative, according to the payment schedule described under the Attachments in Section 1.

(b) Taxes. Fees due under this Agreement do not include any taxes. The City will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or The City's receipt or use of the

Program(s), except income taxes based on GBAMS's income. In lieu of payment of such taxes, The City shall provide GBAMS, or GBAMS's designated representative, with proof of The City's tax exempt status.

7. WARRANTIES.

(a) Warranty. GBAMS warrants that:

- (i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and
- (ii) during the ninety (90) days following delivery to the Licensee the storage media containing the Program(s) will be free from defects in materials and workmanship; and
- (iii) GBAMS will provide support as outlined in Attachment C during the implementation phase, which occurs prior to the start of the support services; and
- (iv) Licensor is not aware of any existing or potential exposure to copyright or patent violations, or misappropriated trade secrets.

(b) Disclaimer. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

(c) Year 2000 Compliance. "Year 2000 Compliant" means that the Program(s), when used in accordance with its associated documentation, will (a) initiate and operate, (b) correctly store, represent, and process dates, and (c) not cause or result in abnormal termination or ending, when processing data containing dates in the year 2000 and in any preceding and following years, provided that all third party applications, operating systems, and hardware that exchange date data with the program do so properly and accurately in a form and format compatible with the program. The preceding does not apply, however, and GBAMS does not assume any liability for, the performance of any applications that authorized licensees may create through use of the Program(s). GBAMS makes no Year 2000 related representations or warranties for the Program(s), and any such warranties, including any implied warranties, are hereby disclaimed.

8. INDEMNITY.

(a) Duty to Indemnify and Defend.

- (i) GBAMS will defend or settle at GBAMS's own expense, any action or other proceeding brought against The City to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or patent or that the Program(s) incorporates any misappropriated trade secrets.

(ii) GBAMS will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) The City becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) GBAMS will have no obligation under this Section as to any action, proceeding, or claim unless:

(A) GBAMS is notified of it promptly; (B) GBAMS has sole control of its defense and settlement.

(b) Injunctions. If The City's use of any Program(s) under the terms of this Agreement is, or in GBAMS's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then GBAMS may, at its sole option and expense, either:

(i) procure for The City the right to continue using such Program(s) under the terms of this Agreement; or

(ii) replace or modify such Program(s) so that it is non-infringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of GBAMS, then GBAMS may both:

(A) terminate The City's rights and GBAMS's obligations under this Agreement with respect to such Program(s); and

(B) refund to The City the full purchase price of the software.

(c) Exceptions. GBAMS will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by GBAMS (whether or not authorized by GBAMS); (ii) Program(s) specifications or modifications requested by The City; or (iii) the use of Program(s) with products (including but not limited to software) not provided by GBAMS.

9. CONFIDENTIAL INFORMATION.

(a) Definition. "**Confidential Information**" refers to:

(i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of GBAMS, including but not limited to any information relating to GBAMS's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (iii) any information designated by GBAMS as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. (b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without The City's breach of this Agreement; or

(ii) The City receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) The City develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. The City agrees to take all lawful measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures The City uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. The City agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other GBAMS Confidential Information. The City further agrees to inform that contract employees (including temporary employees) of The City agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

Maintenance and Support services are defined in Attachment C. GBAMS and The City may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from The City and acknowledgment from GBAMS) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services for the first year are provided on an annual basis at twenty percent (20%) of the total license fees for the Program(s) to be included under such services, with fees for such Program(s) determined by Section 6 of this Agreement.

11. LIMITATIONS OF LIABILITY.

Except for the warranties specified in Section 7, Warranties, GBAMS grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this agreement, it is expressly agreed that GBAMS shall in no event be liable for special, incidental, indirect, or consequential damages, or for any loss or claim by the licensee, unless a failure of the licensed software to operate in accordance with the terms of this agreement has caused a loss to the The City. In this event, The City shall notify GBAMS in writing of the failure and consequential loss with a complete description thereof. GBAMS shall obtain and maintain during the term of the Agreement: Commercial liability insurance policy providing coverage of at least \$500,000 for each

occurrence. Concurrent with the execution of this Agreement, GBAMS shall provide The City with a certificate of insurance evidencing the required coverage with an original endorsement naming The City as an additional insured.

12. TERM AND TERMINATION.

(a) Term. This Agreement will continue in full force and effect perpetually, except as follows:

(b) Termination. GBAMS will have the right to terminate this Agreement if The City breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from GBAMS. The City has the right to terminate this Agreement at its sole discretion at any time by giving GBAMS written notice thereof.

(c) Effect of Termination. If this Agreement is terminated, The City will forthwith within 30 days terminate any sublicenses then in effect, retrieve from sublicensees all copies of the Program(s) in sublicensees' possession, and then return to GBAMS, or GBAMS's designated representative, or (at GBAMS's request) destroy all copies of the Program(s) in its possession or control, and an officer of The City will certify to GBAMS in writing that it has done so. The City also agrees to pay GBAMS for services rendered up until the time of notification of the termination.

(d) Survival. The provisions of Sections 5 (Ownership), 6(b) (Taxes), 7 (b) (Warranties Disclaimer), 8(a), 8(c) (Infringement Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(e) Nonexclusive Remedy. The exercise by the Parties of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) Audit Rights. The City agrees to allow GBAMS, or GBAMS's designated representative, at GBAMS's sole expense, upon reasonable written notice, and during

The City's ordinary business hours, to visit the facilities in which The City uses the Program(s) and audit the user-count with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that The City may not assign this Agreement, in whole or in part, without GBAMS's written consent.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by The City will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, and any litigation related to this Agreement will be brought in a court located in Mesa County or federal district court in Denver, CO.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

THE CITY OF GRAND JUNCTION, COLORADO

By: [Signature]
City Manager

6/23/05
Date

ATTEST:

By: Stephanie Luv
City Clerk



GBA MASTER SERIES, INC.

By: [Signature]
President

6/18/03
Date

ATTEST:

By: [Signature]
Secretary

CORPORATE SEAL:

**ATTACHMENT A
Schedule of Software and Products**

Product	License Fee Basis			License Fee
	1 User	Each Additional Seat	Seats	
<i>GBA Work Master</i>	\$3,000	\$2,400	15	\$36,600
<i>GBA Equipment Master</i>	\$4,000	\$3,200	6	\$20,000
<i>GBA Parts Inventory</i>	\$2,000	\$1,600	3	\$5,200
<i>GBA Sewer Master</i>	\$4,500	\$3,600	5	\$18,900
<i>GBA Storm Master</i>	\$3,000	\$2,400	3	\$7,800
<i>GBA Water Master</i>	\$4,000	\$3,200	5	\$16,800
<i>GBA Street Master</i>	\$2,000	\$1,600	5	\$8,400
<i>GBA Pavement Master</i>	\$2,000	\$1,600	2	\$3,600
<i>GBA Sign Master</i>	\$3,000	\$2,400	3	\$7,800
<i>GBA Signal Master</i>	\$3,000	\$2,400	3	\$7,800
<i>GBA Street Light Master</i>	\$2,000	\$1,600	2	\$3,600
<i>GBA ROW Master</i>	\$4,000	\$3,200	3	\$10,400
<i>GBA Accident Manager</i>	\$4,000	\$3,200	1	\$4,000
<i>GBA Traffic Volumes Manager</i>	\$2,000	\$1,600	1	\$2,000
<i>GBA Bridge Master⁽¹⁾</i>	\$3,000	\$2,400	2	\$5,400
<i>GBA Facilities Master⁽¹⁾</i>	\$4,000	\$3,200	3	\$10,400
<i>GBA GIS Master</i>	\$500	\$500	24	\$12,000
EMS FieldMap Licenses	Lump sum for 25 users			\$2,500
<i>GBA Mobile Work Master</i>	\$500	\$500	15	\$7,500
BANNER Integration Product	\$5,000	N/A	1	\$5,000

Software Discount (\$6,000)

Total \$189,700

(1) Products to be released in 3rd Quarter of 2003

Payment Terms

The City shall remit payments to GBA MS for software license fees as per the following schedule.

- Twenty Five percent (25%) of the Total Software License Fees, remitted at the execution of this Agreement.
- Fifty percent (50%) of the Total Software License Fees, remitted at the completion of the Task 3 installation services described in Attachment B.
- Fifteen percent (15%) of the Total Software License Fees, remitted at the completion of the

Task 6 training services described in Attachment B.

- Payment of the remaining ten percent (10%) of the Total Software License Fees, remitted within thirty (30) days of completion of Task 8 training services described in Attachment B; or, ninety (90) days following the installation of the software, whichever occurs first.

ATTACHMENT B
Work Plan Services

Implementation Plan

An outline of the Implementation Plan follows.

Task 1 – Kickoff Meeting

- Three (3) days spent on-site; completed within three (3) weeks of issuance of Notice to Proceed
- Discuss of project scope and schedule
- Review *GBA Master Series*-powered WIMS applications
- Review systems to be replaced
 - ✓ Super Pavement Management
- Review historical data to be migrated into WIMS
 - ✓ GIS layers and databases
 - Wastewater
 - Storm sewer
 - Irrigation
 - Water
 - Street lights
 - ✓ Databases
 - Traffic sign inventory
 - Traffic signal inventory
 - Traffic markings/stripping inventory
 - Traffic volumes
 - Traffic accidents
 - Pavement & street management
 - Curb gutter & sidewalk inventory
 - Handicap ramp inventory
 - Sewer backup locations
 - Sewer TV logs and related work order
 - Sewer cleaning logs
 - Work order data for sewer repairs
 - Wastewater plant maintenance
 - Water plant maintenance
 - Water break locations
 - Backflow prevention device inventory
 - Laboratory chemical inventory
 - Equipment data
 - Employee data
 - Material data
 - Bridge inventory
 - Irrigation crossings
 - Storm water structures & lines
 - Storm cleaning logs
 - Storm backup locations

- Work order data for storm repairs
- Review necessary systems integration
 - ✓ BANNER
 - ✓ AutoDesk MapGuide GIS or Envision 8
 - ✓ FASTER CG (data translation, or data upload procedure)
 - ✓ Vehicle location systems and GPS
- Review of hardware requirements
- Discuss Department's specific needs regarding Work Flow Setup Module and user-defined codes

In addition to the personnel time spent on-site by the Project Manager, it is anticipated that another 16 hours will be necessary to adequately prepare, and document results, for Task 1 work.

- **Task 2 – Convert/Populate Historical Data**

- GIS layers and databases
 - ✓ Wastewater
 - Sewer lift station, sewer lines, and manholes into *GBA Sewer Master*
 - ✓ Storm sewer
 - Storm sewer lines, manholes, catch basins, catch basin laterals, ditches and detention basins into *GBA Storm Master*
 - ✓ Irrigation
 - Ditches, manholes, and head gates into *GBA Storm Master*
 - Manholes and pipes crossing public streets into *GBA Water Master*
 - ✓ Water
 - Water lines, water valves, hydrants, pumps, tanks, water nodes, reservoirs, and water line breaks into *GBA Water Master*
 - ✓ Street lights
 - Poles into *GBA Street Light Master*
- Databases
 - ✓ Traffic sign inventory
 - *GBA Sign Master*
 - ✓ Traffic signal inventory
 - *GBA Signal Master*
 - ✓ Traffic markings/stripping inventory
 - *GBA ROW Master*
 - ✓ Traffic volumes
 - *GBA Traffic Volumes Manager*
 - ✓ Traffic accidents
 - *GBA Accident Manager*
 - ✓ Pavement and street management
 - *GBA Street Master*
 - *GBA Pavement Manager*
 - ✓ Curb gutter & sidewalk inventory
 - *GBA ROW Master*
 - ✓ Handicap ramp inventory
 - *GBA Street Master* or *GBA ROW Master*
 - ✓ Sewer backup locations

- *GBA Sewer Master*
- ✓ Sewer TV logs and related work orders
 - *GBA Sewer Master*
 - *GBA Work Master*
- ✓ Sewer cleaning logs
 - *GBA Work Master*
- ✓ Work order data for sewer repairs
 - *GBA Work Master*
- ✓ Wastewater plant maintenance
 - *GBA Equipment Master*
- ✓ Water plant maintenance
 - *GBA Equipment Master*
- ✓ Water Break locations & Flow prevention devices inventory
 - *GBA Water Master*
- ✓ Laboratory chemical inventory
 - *GBA Parts Inventory*
- ✓ Equipment, Material, Employee data
 - *GBA Work Master*
- ✓ Bridge inventory
 - *GBA Bridge Master*
- ✓ Irrigation crossings
 - *GBA Street Master*
- ✓ Storm water structures & lines
 - *GBA Storm Master*
- ✓ Storm cleaning logs
 - *GBA Work Master*
- ✓ Storm backup locations
 - *GBA Work Master*
- ✓ Work order data for storm repairs
 - *GBA Work Master*

It is anticipated that the Task 2 work will require approximately 80 hours personnel time. GBAMS will provide conversion services not to exceed the Task 2 amount shown in the cost table. Data provided to GBAMS will be converted based on a priority schedule outlined in Task 1. Data conversion services will be performed until all the provided data is converted or the conversion cost limit is met.

• **Task 3 – Software Installation & Testing**

- Two (2) days spent on-site; completed within two (2) weeks after completion of Task 2
- Install applications software on client workstations and configure Oracle databases
 - ✓ *GBA Work Master*
 - ✓ *GBA Equipment Master*
 - ✓ *GBA Parts Inventory*
 - ✓ *GBA Sewer Master*
 - ✓ *GBA Storm Master*
 - ✓ *GBA Water Master*
 - ✓ *GBA Street Master*

- ✓ *GBA Pavement Manager*
- ✓ *GBA Sign Master*
- ✓ *GBA Signal Master*
- ✓ *GBA Street Light Master*
- ✓ *GBA ROW Master*
- ✓ *GBA Accident Manager*
- ✓ *GBA Traffic Volumes Manager*
- Test all applications for security settings, performance, and report routing/printing

In addition to the personnel time spent on-site by the Project Manager, it is anticipated that another 8 hours will be necessary to adequately prepare.

• **Task 4 – Systems Integration**

- BANNER Integration - Integrate *GBA Work Master* with BANNER. Specifically this would allow users with in the work order module the ability to view account numbers and project numbers from with in the BANNER database. Users could select an account number/project number from this popup list and populate the corresponding fields in the work order. The City may desire additional functionality. GBAMS will work with the City to include additional functionality as funds are available through this initial integration phase. It is anticipated that this effort will be very similar to that for which GBAMS has completed involving integration with similar applications.
- AutoDesk Mapguide or Envision GIS Integration - GBAMS and EMS will collaborate to develop a new product version of *GBA GIS Master*®, which will provide functionality within MapGuide or Envision, which ever the City deems necessary. The GBAMS and EMS team will meet with the City to discuss specific functionality required of this product.

While it is unreasonable to expect an accurate estimation of necessary personnel time for completion of Task 4, based on our experience we have estimated an initial integration cost. It's the goal of the City and GBAMS to work together to develop an integration solution that meets the needs of the City.

• **Task 5 – Software Installation & Testing**

- Two (2) days spent on-site; completed within two (2) weeks after completion of Tasks 4
- Install applications software on server and client workstations
 - ✓ BANNER integration product
 - ✓ *GBA GIS Master*
 - ✓ *GBA Mobile Work Master*
- Test applications for security settings, performance, and report routing/printing

In addition to the personnel time spent on-site by the Project Manager, it is anticipated that another 8 hours will be necessary to adequately prepare.

Proposed Training Plan

All training will be performed on-site at a location specified by the City. It's anticipated that those individuals participating in the training sessions will have hand-on access to the software, either live on the City's system or on stand-alone computers. If the later is more convenient, GBAMS will provide workstation versions loaded with the City's data.

- **Task 6 – Training Session #1**

- Four (4) days spent on-site; completed immediately following conclusion of Task 5
- System administration training
- End-user training, performed in appropriate “focus groups”
 - ✓ *GBA Work Master*
 - ✓ *GBA Equipment Master*
 - ✓ *GBA Parts Inventory*
 - ✓ BANNER integration product
 - ✓ *GBA Sewer Master*
 - ✓ *GBA Storm Master*
 - ✓ *GBA Water Master*
 - ✓ *GBA Street Master*
 - ✓ *GBA Pavement Manager*
 - ✓ *GBA Sign Master*
 - ✓ *GBA Signal Master*
 - ✓ *GBA Street Light Master*
 - ✓ *GBA GIS Master*
 - ✓ *GBA ROW Master*
 - ✓ *GBA Accident Manager*
 - ✓ *GBA Traffic Volumes Manager*

In addition to the personnel time spent on-site by the Project Manager, it is anticipated that another 8 hours will be necessary to adequately prepare.

- **Task 7 – Session # 2**

- Three (3) days spent onsite; completed within four (4) weeks after completion of Task 6
- Advanced functionality training, performed in appropriate “focus groups”. Concentrated training on application processes with work management needs and reporting.

In addition to the personnel time spent on-site by the Project Manager, it is anticipated that another 8 hours will be necessary to adequately prepare.

- **Task 8 – Session #3**

- Three (3) days spent onsite; completed within four (4) weeks after completion of Task 7
- Advanced End-user training, performed in appropriate “focus groups”. Concentrated training on application processes with work management needs and reporting.
- End-user training, performed in appropriate “focus groups”
 - ✓ *GBA Bridge Master*
 - ✓ *GBA Facility Master*

In addition to the personnel time spent on-site by the Project Manager, it is anticipated that another 8 hours will be necessary to adequately prepare.

- **Task 9 – Session#4**

- Two (2) days spent on-site; completed within four (4) weeks after completion of Task 8
- End-user training, performed in appropriate “focus groups”
 - ✓ Address specific questions and/or problems that have surfaced from use of applications

- ✓ Analyze processes established through the software and discuss effectiveness.
Explore additional needs of management and end-users.

Implementation Cost Summary

Task	Duration	Cost
Task 1 – Kickoff Meeting	3 days	\$6,100
Task 2 – Convert/Populate Data	10 days	\$13,300
Task 3 – Software Installation & Testing	2 days	\$3,800
Task 4 – Systems Integration	NA	\$30,000
Task 5 – Software Installation & Testing	2 days	\$3,800
Task 6 – Training Session #1	4 days	\$6,800
Task 7 – Training Session #2	3 days	\$5,300
Task 8 – Training Session #3	3 days	\$5,300
Task 9 – Training Session #4	2 days	\$3,000
	Total	\$77,400
Estimated Direct Costs (These are estimates only, City will be charged actual direct expenses)	7 trips	\$6,800

Payment Terms: Monthly invoices will be generated based on percent complete of each task shown in the table.

ATTACHMENT C
Support and Maintenance Provisions

Under this Agreement GBAMS will provide technical support and software maintenance services, at the level described below, for a period of one (1) year. These support and maintenance services are renewable annually by mutual agreement.

Gold Level Client Support Package Cost \$39,140

- Cost is twenty percent (20%) of total software license fees (products and licenses fees are summarized in Attachment A)
- Gold Level Support consists of:
 - Toll-Free Telephone, Fax, e-mail and web support between 8:00 am and 5:00 pm Central Time
 - Software Patches
 - Software Upgrades of New Releases
 - Data Conversion Services from one Release to the next (if necessary)

The City shall remit payments to GBAMS for technical support and software maintenance services as per the following schedule:

- Initial year Support Package Cost, remitted within ninety (90) days of the conclusion of Task 3 of Attachment B (Software Installation & Testing).

The Support Package Cost will subsequently be invoiced annually, approximately sixty (60) days prior to the Support Package's expiration date.