



DATE: January 14, 2009
TO: Honorable Mayor and City Council Members
FROM: City Manager's Office/Information Technologies
SUBJECT: **PURCHASE OF AN ASSET MANAGEMENT SOFTWARE SYSTEM AND THE NECESSARY HARDWARE AND SOFTWARE TO SUPPORT THE SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND ENGINEERING DIVISION**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$38,235 with CarteGraph of Dubuque, Iowa, for the purchase and installation of an asset management system including three modules: for signs, for pavement, and for trees; approve a purchase order in the amount of \$12,715 to Dell for the purchase of hardware and software to support the system; authorize the City Manager to execute the agreement; and authorize the Financial Services Director, or designee, to execute the purchase order.

BACKGROUND

Currently, the Public Works Department and Engineering Division do not have an asset management system to manage and inventory signs, pavement and trees. The system will allow staff to track the location, condition, and various other properties necessary and mandatory for the sign, pavement and tree infrastructure.

A Request for Proposals (RFP) was sent by Public Works to three potential vendors to assist with the software selection process. CarteGraph, Cityworks and GBA Master Series provided the three systems considered for the project. The three vendors were interviewed by a panel of five reviewers, and each vendor provided a demonstration of its system's capabilities. Public Works and Engineering selected the CarteGraph system, based on a rating sheet (Exhibit A). The CarteGraph system was selected based on ease of use, price point and system capabilities. The three system costs are as follows:

CarteGraph -	\$37,913
Cityworks -	\$79,950
GBA Master Series -	\$54,900

The system meets current Information Technologies standards and guidelines.

ANALYSIS

The proposed system is necessary, due in part to the National Committee's Manual on Uniform Traffic Control Devices (MUTCD) requirement of government agencies to establish and implement a sign assessment, or management method to maintain minimum sign retroreflectivity levels by January 2012. The new sign reflectivity requirement is meant to make roads safer and reduce road fatalities.

The system is a tool to enable high-quality asset monitoring and tracking for Public Works and Engineering. At this time an asset management system to manage and inventory signs, pavement and trees does not exist. The system will provide staff and management with the necessary asset management tools to efficiently track street sign replacement, pavement improvements and the condition of City-owned trees for proper maintenance, management, reporting and annual budget requirements. A significant amount of field site visit verification time will be reduced, thereby increasing overall efficiency, and reducing staff time in the field as well as vehicle usage cost. Time efficiency and improved customer service will also be realized in the reduced amount of time it takes to complete a request for tree trimming or pavement maintenance, as two examples. The system will provide immediate access to project information, and detailed inspection results. The proposed system is developed by CarteGraph.

It is anticipated that the project will commence within thirty days from the date the City Council approves the purchase of the asset management system. From the commencement date, it is estimated the hardware and software system implementation will take approximately three months to complete. The three-month implementation time frame takes into account lead time required by the Information Technologies Division to install the necessary hardware and software infrastructure and enables the vendor to deliver and install the necessary software as well as configure the system to the written specifications.

Training will be provided by CarteGraph. The training will take place within the Public Works Department and Engineering Division.

FISCAL IMPACT

The total cost of the new asset management system is \$50,950. The cost for the three software modules is \$38,235, and the cost for the hardware server and the system back-up software is \$12,715. The total system cost includes hardware, software, system installation and configuration, as well as user training.

The cost of the professional service agreement and the hardware and software will be paid equally from the FY 2008-09 accounts; Park Maintenance 101.416240.5211, Community Services Development – Engineering Capital Project Administration 101.414710.5254 and Street Light Maintenance 101.416082.5214. There are no additional known fiscal impacts related to this project.

COMMISSION/COMMITTEE REPORT

Does not apply.

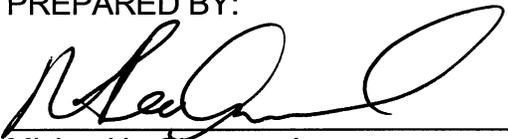
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

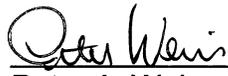
Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$38,235 with CarteGraph of Dubuque, Iowa, for the purchase and installation of an asset management system including three modules: for signs, for pavement, and for trees; approve a purchase order in the amount of \$12,715 to Dell for the purchase of hardware and software to support the system; authorize the City Manager to execute the agreement; and authorize the Financial Services Director, or designee, to execute the purchase order.

PREPARED BY:



Michael L. Sherwood
Chief Information Officer,
Information Technologies Division

SUBMITTED BY:



Peter A. Weiss
City Manager

Reviewed By:

Michelle Skaggs Lawrence, Deputy City Manager



Joseph Arranaga, Deputy Public Works Director



George Buell, Development Services Director



Scott Smith, City Engineer



Teri Ferro, Financial Services Director



EXHIBIT A

City of Oceanside Public Works Dept Asset Management Software	CarteGraph		Cityworks		GBA Master Series	
	YES	NO	YES	NO	YES	NO
Reports						
Can I create custom reports?	X		X		X	
add photos, graphics or maps?	X		X		X	
save in multiple formats (pdf, xls, etc.)?	X		X		X	
Queries						
Can I filter data by any field?	X		X		X	
save filter for use later?	X		X		X	
manipulate data into manageable sizes?	X		X		X	
Forms						
Can I customize forms?	X		X		X	
import existing forms already in use?		X		X		X
Data						
add, edit, delete databases?	X		X		X	
Will it integrate/link with GIS?	X		X		X	
Can I share data access?	X		X		X	
Training						
on-site	X		X		X	
web based	X		X		X	
user groups	X		X		X	
Technical Support						
toll-free phone number	X		X		X	
maintenance releases	X		X		X	
email or web interface	X		X		X	
Licensing						
concurrent/network	X		X		X	
standalone	X		X		X	
Work Flow						
Will it integrate with RequestPartner™ software?	X		X		X	
orders?	X		X		X	
track & maintain data (employees, materials, activities, etc)?	X		X		X	
Infrastructure Assets						
Transportation Module						
signs	X		X		X	
pavement	X		X		X	
signal	X		X		X	
marking	X		X		X	
bridge	X		X		X	
Utilities Module						
storm	X		X		X	
sewer	X		X		X	
water	X		X		X	
light	X		X		X	
Miscellaneous						
solid waste	X			X		X
graffiti removal	X		X		X	
parking meters	X		X		X	
sidewalks	X		X		X	
trees	X		X		X	
fleet	X		X		X	

CarteGraph Software and Consulting Contract for Asset Management System

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, dated _____, 2009 for identification purposes, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CarteGraph, hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional Software licensing and consulting services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide Software licensing and consulting services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** Subject to the terms and conditions of this AGREEMENT, CONSULTANT, working through CONSULTANT's employees, representatives, agents and subcontractors ("Consultant's AGENTS") will install and implement CONSULTANT's proprietary CarteGraph Systems computer Software products ("Software") and provide software consulting support services to the CITY to provide an asset management system to monitor and inventory signs, pavement and trees.

1.1 The AGREEMENT governs the services, work products, Software and deliverables to be provided by CONSULTANT to the CITY as set forth in the text of this document and the attachments incorporated herein by this reference. The attachments incorporated into this agreement are: Scope of Work (Exhibit A), Project Timeline (Exhibit B), Insurance Certificates (Exhibit C), Vendor Registration Form/W-9 (Exhibit D), Escrow Agreement (Exhibit E),

1.2 The text of this AGREEMENT, together with the Exhibits, constitutes the entire

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AGREEMENT and understanding and agreement between the CITY and CONSULTANT with respect to the services, work products, Software and deliverables. This AGREEMENT supersedes all prior oral and written communications. This AGREEMENT may be amended, modified or changed, only in writing when signed by all parties or their specifically authorized representatives as set forth in this AGREEMENT.

1.3 If there is a conflict among the text of this AGREEMENT, any provision or term in any Exhibit, and an amendment of this AGREEMENT, the following orders of precedence shall apply: an amendment of this AGREEMENT shall govern over any conflicting provisions of earlier amendments, this AGREEMENT, and terms in the Exhibits; and thereafter, the text of this AGREEMENT shall govern over any conflicting provision or terms in the Exhibits; and thereafter, The Exhibits including: Scope of Work (Exhibit A), Project Timeline (Exhibit B), Insurance Certificates (Exhibit C), Vendor Registration Form/W-9 (Exhibit D), Escrow Agreement (Exhibit E). CONSULTANT is solely responsible for determining the hours and method of CONSULTANT's AGENTS' services, as well as for providing all necessary training and instruction to CONSULTANT's AGENTS so that they are able to satisfy CONSULTANT's obligations contemplated by this AGREEMENT.

1.4 CONSULTANT shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments, and additions thereto, pertaining in any manner to the performance or services provided under this AGREEMENT. CONSULTANT shall obtain all patents, licenses, and any other permission required to provide the services work product, or deliverables by the CITY, or shall provide, upon the approval by the CITY, alternate, equivalent services, work products, or deliverables for use by the CITY, provided the CITY shall not unreasonably withhold approval of reasonable alternatives which do not significantly increase the cost or burden upon the CITY or the CITY's equipment, systems, staff, or facilities. CONSULTANT has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by CONSULTANT. CONSULTANT provides no warranty whatsoever for any third-party hardware or Software products. Except as expressly set forth herein, CONSULTANT disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

2.0 **CITY RESPONSIBILITIES.** As required, the CITY agrees to provide CONSULTANT with appropriate access to the CITY's facilities, personnel, data systems and other resources. All financial obligations of the CITY under this AGREEMENT shall be managed by the Chief Information Officer and the Project

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Manager.

- 3.0 **TIMING REQUIREMENTS** CONSULTANT will notify the CITY upon completion of the implementation services. For a period not to exceed thirty (30) calendar days in duration (Initial Test Period), CITY may evaluate the operation of the implemented Software in a test environment or using test data. If the CITY reasonably determines that its operational use of the Software is substantially impaired by one or more material errors in the Software, it will so notify the CONSULTANT in writing when the Initial Test Period is completed (Adverse Notification), specifying in sufficient detail the nature of the error(s). Upon receipt of an Adverse Notification, CONSULTANT will correct any identified and reproducible material errors in the Software, whereupon the CITY may retest the Software for as many as fifteen (15) additional calendar days. Initial Acceptance will be deemed to occur when a) the CITY notifies the CONSULTANT that the Software has successfully completed CITY testing; b) the Initial Test Period or subsequent retesting period(s) are completed without an/another Adverse Notification being received by CONSULTANT from the CITY; or c) CITY uses the Software in a 'live' environment for thirty (30) days to perform its customary governmental, administrative, or business activities, whichever first occurs. It is further anticipated by the parties that the CONSULTANT's implementation activities for the remaining portion of the project will continue concurrently with and will not be dependent on the Initial Testing.
- 3.1 CONSULTANT shall submit all requests for extensions of time for performance in writing to the city Project Manager no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which the performance is due. The CITY Project Manager shall review all such requests and will grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT's control.
- 3.2 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by e-mail, telephone, fax, hand delivery or mail.
- 4.0 **SOFTWARE LICENSE**. The following license terms and conditions apply to any computer Software products supplied by CONSULTANT to the CITY hereunder:
- 4.1 The Software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. CONSULTANT retains full ownership in the Software and grants to the CITY a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

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- 4.1.1. The Software is provided for use only by the employees of the CITY and its departments, commissions, authorities or trusts.
- 4.1.2. The Software may be installed on one or more computers but may not be used by more than the number of users for which the CITY has user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. CONSULTANT may audit the CITY's use of the Software to ensure that the CITY has paid for an appropriate number of licenses.
- 4.1.3. The CITY may make backup copies of the Software only to protect against destruction of the Software. The CITY may copy CONSULTANT's documentation only for internal use by the CITY's employees.
- 4.1.4. The CITY may not make any form of derivative work from the Software, although the CITY is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to the CITY by CONSULTANT.
- 4.1.5. The CITY may not obscure alter, or remove any confidentiality or proprietary rights notices.
- 4.1.6. The CITY is liable to CONSULTANT for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occurs while the Software is in the CITY's possession or control and that is caused by the willful misconduct or gross negligence of the CITY, its officers, agents or employees.
- 4.1.7. The Software may be used only to process transactions relating to the CITY's own properties and official governmental functions and those of its departments, commissions, authorities, or trusts, and the CITY will not sell, rent, assign, sublicense, lend, or share any of the CITY's rights under this AGREEMENT or use such rights to process transactions to which the CITY or its departments, commissions, authorities, or trusts are not a party.
- 4.1.8. The CITY is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation

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and/or normal operation of the Software. The CITY is not entitled to received source code for Software except pursuant to the Escrow Agreement, which is attached to this AGREEMENT as Exhibit E.

4.1.9. All rights not expressly granted to the CITY are retained by CONSULTANT.

5.0 **SOFTWARE MAINTENANCE.** Provided the CITY pays all assessed annual maintenance fees in accordance with CarteGraph Systems Scope of Work (Exhibit A) and this AGREEMENT, the following terms and conditions will govern the maintenance of any computer Software products supplied by CONSULTANT to the CITY hereunder:

5.1 Maintenance Services:

5.1.1. Telephone Support: The CITY may contact technical support by dialing 800.688.2656 extension 6200 to contact the CarteGraph Help Desk, CONSULTANT's live technical support facility, which is available from 7:30 AM – 5:30 P.M. Central time Monday through Friday, excluding CONSULTANT's observed holidays.

5.1.2. E-Mail Support: CONSULTANT's e-mail support is support@cartegraph.com, to which the CITY may submit routine or non-critical support requests, which CONSULTANT will address during its regular business hours.

5.1.3. Remote Support: When required to properly resolve a maintenance request, CONSULTANT will provide remote assistance to the CITY via MS Live Meeting™ environment or another mutually acceptable remote communication method.

5.1.4. On-Site Support: If the CITY does not wish for CONSULTANT to resolve its maintenance requests remotely, CONSULTANT will provide on-site assistance to the CITY at CONSULTANT's then-current time-and-materials rates, subject to the total compensation limit set forth in Section 16.0. In addition to these charges, the CITY will compensate CONSULTANT for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue, pursuant to the compensation limits and procedures set forth in Section 16.0.

5.1.5 Software Updates: CONSULTANT will provide revisions of and enhancements to maintained Software products to the CITY as such updates

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are generally-released by CONSULTANT.

5.2 Maintenance Limitations: The following are not covered by this AGREEMENT, but may be separately available at rates and on terms which may vary from those described herein:

5.2.1. Services required due to CITY's misuse of the CONSULTANT-maintained Software;

5.2.2 Services required due to Software corrections, customizations, or modifications not developed or authorized by CONSULTANT;

5.2.3. Services required by the CITY to be performed by CONSULTANT outside of usual working hours.

5.2.4 Services required due to external factors including, but not necessarily limited to, the CITY's use of Software or hardware not authorized by CONSULTANT;

5.2.5 Services required to resolve, or work-around conditions that cannot be reproduced in CONSULTANT's support environment;

5.2.6 Services that relate to tasks other than maintenance of CITY's existing implementation and configuration of the CONSULTANT maintained Software including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;

5.2.7 Services requested by the CITY to implement Software updates provided by CONSULTANT pursuant to this AGREEMENT; and

5.2.8 New or additional applications, modules, or functionality released by CONSULTANT during the term of this AGREEMENT.

5.3 Legacy Releases: CONSULTANT will provide maintenance support for the current release of each of its maintained Software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". CONSULTANT will respond to maintenance requests concerning Legacy Releases only using current available information. Services requiring additional research, engineering-level support, coding or programming by CONSULTANT will not be provided pursuant to this AGREEMENT, but may be separately available at rates and on terms which may vary from those described herein.

5.4 The first term of maintenance will commence upon execution of this AGREEMENT and will continue for a period of one (1) calendar year from the date of the execution of this AGREEMENT. Each subsequent term of maintenance will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from.

6.0 **PROFESSIONAL SERVICES AND STANDARDS.** In the performance of its

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professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions. CONSULTANT will provide the implementation and training services 'PROFESSIONAL SERVICES' described in the Scope of Work (SOW) attached hereto as (Exhibit A)

7.0 **WARRANTY.** CONSULTANT warrants that, from the Effective Date of this Agreement until ninety (90) calendar days following the CITY's initial acceptance of the software ("Warranty Period"), all services, work product, maintenance and deliverables performed or provided under this AGREEMENT shall be performed consistent with generally prevailing professional standards. CONSULTANT shall maintain during the Warranty Period the standard of care, skill diligence and professional competency for such work product deliverables and services. During said Warranty Period, CONSULTANT agrees to require all of CONSULTANT's agents, by the terms of its contracts, to provide services, work products, and deliverables at the same standard of care, skill diligence and professional competence required of CONSULTANT.

7.1 Claims by the CITY pursuant to this Section must arise within the Warranty Period and are subject to the following additional provisions:

7.1.1 The CITY must report any deficiencies in the work product or deliverables of CONSULTANT in writing within ten (10) working days after the acceptance of the delivery of the work product or deliverable to the CITY, as acceptance and delivery are defined particularly as to that service or task in the scope of work (Exhibit A).

7.1.2 The CITY's primary remedy for any breach of the above warranty shall be the re-performance of the service without additional cost to the CITY.

8.0 **INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Chief Information Officer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder for this project without the prior written authorization by the Chief Information Officer. CONSULTANT shall be solely responsible for the performance of any of CONSULTANT's AGENTS.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, which employees, agents, and consultants are all subject to the reasonable approval of the CITY.

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9.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 10.3 through 10.8 of this Agreement. Notwithstanding, the "additional insured" requirements described in Subsection 10.3 shall not be construed to apply to the Workers' Compensation policy required in this Section.

10.0 **LIABILITY INSURANCE.** CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

10.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

10.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY

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may require additional coverage to be purchases by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

- 10.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section. The "additional insured" requirements described in this Subsection shall not be construed to apply to the Automobile Liability Insurance policy required above in Subsection 10.1.
- 10.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 10.5 CONSULTANT shall provide thirty (30) days written notice to the CITY should any of the foregoing policies be cancelled before their respective expiration dates. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 10.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing an industry-standard Certificate of Insurance and applicable endorsements concurrently with the submittal of this Agreement.
- 10.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 10.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

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- 11.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 12.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except to the extent that those claims arise from the willful misconduct, or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

The CITY shall not indemnify CONSULTANT; provided however, that the CITY shall be liable for its negligence and that of its employees working within the scope of their employment in accordance with and to the extent provided in the Governmental Tort Claims Act.

- 13.0 **ANTI-COLLUSION.** CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this AGREEMENT. CONSULTANT further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this

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AGREEMENT.

- 14.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a “City officer or employee”, and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY for any claims for damages resulting from the CONSULTANT’S violation of this Section.
- 15.0 **NONDISCRIMINATION.** In connection with the performance of work and/or services under this AGREEMENT, CONSULTANT agrees as follows:
- 15.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CONSULTANT shall take action to ensure that employees or applicants for employment are treated without regard to their race, religious creed, color, national origin, ancestry physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting ore recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 15.2 In the event of CONSULTANT’S noncompliance with this nondiscrimination clause, this AGREEMENT may be suspended, canceled or terminated by the CITY.
- 15.3 CONSULTANT agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this AGREEMENT.
- 16.0 **COMPENSATION.** For CONSULTANT’S performance of services, the CITY shall pay CONSULTANT the compensation as specified in the Scope of Work (Exhibit A) and Timeline (Exhibit B), subject to the submission of an appropriate invoice and after all system testing is approved by the CITY. The CITY and CONSULTANT acknowledge that the compensation to be paid CONSULTANT pursuant to this AGREEMENT has been established at an amount reasonable for the services to be performed by CONSULTANT as described herein. No rate changes shall be made during the term of this Agreement without prior written approval of the Chief Information Officer. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$38,234.34. Notwithstanding, CITY recognizes that said total

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contract price includes estimated amounts for travel expenses. The City shall reimburse CONSULTANT for actual verified travel costs authorized by the Project Manager and incurred by CONSULTANT for its employees in accordance with CONSULTANT's established travel policies not to exceed \$3,600. The CONSULTANT's project manager will monitor and report the expended project expenses as they accrue. If it becomes apparent that the project is approaching allocated amount the CITY and CONSULTANT will work together to remain within the allocated figure or the CITY will seek additional funds. The CONSULTANT will not incur non-reimbursable expenses.

- 16.1 No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Chief Information Officer. CONSULTANT shall obtain approval by the Chief Information Officer or the Project Manager prior to performing any work which results in an additional expense to CITY.
- 16.2 CONSULTANT shall maintain accounting records including the following information:
 - 16.2.1 Detailed costs of all travel expenses and all agreed-to implementation costs that exceed the original AGREEMENT terms; and
 - 16.2.2 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
- 16.3 CONSULTANT'S accounting records shall be made available to the Project Manager within a reasonable time of the Project Manager's request for inspection.
- 16.4 CONSULTANT shall submit monthly statements to the CITY for Software licenses and maintenance, project services, and travel expenses. The CITY shall make payments to CONSULTANT up to the total contract price within thirty (30) days of receipt of the invoice.
- 16.5 The CITY will not withhold any social security tax, workers compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to CONSULTANT. All such taxes, if due, is the responsibility of the CONSULTANT, or the CONSULTANT's agents and will not be charged to the CITY. CITY will be responsible for payment of all federal, state or provincial, and local taxes and duties attributable to Software license or maintenance fees. If CITY is exempt from certain taxes, CITY will provide CONSULTANT with an appropriate certificate of exemption. The CITY shall not

CarteGraph Software and Consulting Contract for Asset Management System

reimburse CONSULTANT for any taxes incurred or paid by CONSULTANT for which the CITY or its contractors are exempt and for which the CITY has provided the CONTRACTOR a certificate evidencing such exemption. The CITY shall not pay any fine, penalty, or interest resulting from CONSULTANT's failure to timely pay and tax.

- 17.0 **TERMINATION OF AGREEMENT AND STOP WORK.** Either party may terminate this AGREEMENT if the other party materially breaches this AGREEMENT, and after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination of AGREEMENT all rights granted to the CITY by the CONSULTANT are cancelled and revert to the CONSULTANT except as otherwise provided in this AGREEMENT.
- 17.1 Upon receipt of the notice of termination from the CITY, CONSULTANT shall immediately discontinue all services affected (unless the notice directs otherwise). Upon termination by the CITY, the CITY shall pay CONSULTANT for reasonable work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of the AGREEMENT and as further limited by the not to exceed amounts set out in the AGREEMENT
- 17.2 Notwithstanding, the CITY may hold any outstanding payments for prior services performed and any retainage as security for payment of any costs, expenses, or damages incurred by the CITY by reason of CONSULTANT's breach or cause; any such retention of funds shall be for a period of not more than three (3) months. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or the Agreement. Termination herein shall not terminate or suspend any of the required provisions of Warranties, Indemnity, Confidentiality or Insurance of this Agreement
- 17.3 Upon notice to CONSULTANT, the CITY may issue a stop work order suspending the performance of services and delivery of products and deliverables under the AGREEMENT for a specific period of time. The stop work order shall not terminate or suspend any of the required provisions of the Warranty, Indemnity, Confidentiality or Insurance requirements of the AGREEMENT. In the event the CITY issues a stop work order to the CONSULTANT, the CITY will provide a copy of the stop work order to the CONSULTANT. Upon receipt of a stop work order issued by the CITY, CONSULTANT shall suspend all work except as otherwise agreed by the parties. CITY agrees that the issuance of a stop work order or other CITY delays during the implementation period may have adverse collateral effects on CONSULTANT's overall work schedule. Although

CarteGraph Software and Consulting Contract for Asset Management System

CONSULTANT will use its best effort to immediately resume work following a resumption of implementation activities, CITY agrees that work schedules may be delayed by more than the number of days comprising the stop work order or delay by the CITY. CONSULTANT will use its best efforts to provide the CITY notice of any potential or foreseeable delays whether caused by the CITY, CONSULTANT, or act of God. The CITY agrees that if additional time is reasonably required to complete the implementation services as a direct result of stop work orders or CITY delays, a reasonable amount of time may be charged to the CITY. Provided however that CONSULTANT agrees that within two days of receiving a stop work order, or of learning of a delay caused by the CITY, CONSULTANT will provide the CITY a written statement estimating the impact of the delay or stop work order upon the schedule and shall specify any additional time reasonably required by CONSULTANT directly due to the delay or stop work order. The Chief Information Officer or the project manager is hereby authorized to issue stop work orders on behalf of the CITY.

17.4 **Obligation Upon Termination.** Except for the provisions of the Warranties, Indemnity, Confidentiality and Insurance requirements, which shall survive the termination of the AGREEMENT, in the event this AGREEMENT is terminated hereunder, the CITY shall pay CONSULTANT's properly documented invoices, if any, in accordance with the provisions of this AGREEMENT, through the date of termination and the period set forth in the notice, and thereafter the CITY shall have no further liability under this AGREEMENT to CONSULTANT and CONSULTANT shall have no further obligations to the CITY.

18.0 **CONFIDENTIALITY.** The parties acknowledge that in the course of this AGREEMENT, either party may provide the other with access to valuable information of a confidential and proprietary nature relating to the disclosing party's employees, marketing strategies, business processes, security systems, and technology. All written material, network design, customer lists or other properties, tangible or intangible, arising out of or resulting from the performance of this AGREEMENT, and all confidential or proprietary rights and information, including but not limited to copyrights therein, are considered confidential and shall belong to the disclosing party. The parties agree that during the time period this AGREEMENT is in effect, and thereafter for a period of two (2) calendar years, neither party shall, without the written consent of the other, disclose any confidential information received from the other party to any person or entity, except as may be required for performance hereunder. Notwithstanding, a receiving party may disclose information which is:

CarteGraph Software and Consulting Contract for Asset Management System

- a) in its possession prior to disclosure by the other party;
- b) available from a third party without violation of this AGREEMENT or the other party's intellectual property rights;
- c) in the public domain at the time of disclosure by the other party, or which enters the public domain from a source other than the receiving party thereafter;
- d) subpoenaed by governmental or judicial authority; or
- e) subject to disclosure pursuant to applicable public records laws.

Upon receipt of a public records request, the CITY shall notify CONSULTANT of the request and it shall be the duty of CONSULTANT thereafter to timely protect and defend its information and interests including but limited to, if necessary, timely seeking an injunction against release of the information. Further, during the term of this AGREEMENT, including the term of any amendment hereto, CONSULTANT may publicly disclose its ongoing business relationship with CITY. Such disclosures may indicate CITY's identity and the CONSULTANT product(s) and services provided or contracted to be provided to CONSULTANT, but may not expressly or impliedly indicate CITY's endorsement of CONSULTANT's products or services without the CITY's prior written authorization.

19.0 **VALIDITY.** The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provisions of the AGREEMENT, which shall remain in full force and effect.

20.0 **NO WAIVER.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this AGREEMENT, or waiver by any party of strict performance of any of the terms or conditions of this AGREEMENT, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in force and effect.

CarteGraph Software and Consulting Contract for Asset Management System

21.0 **NO ASSIGNMENT WITHOUT CONSENT.** This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this AGREEMENT without the express written consent of the CITY shall be void and of no force or effect. Consent by the CITY to one assignment shall not be deemed to be consent to any subsequent assignment. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Chief Information Officer or the Project Manager is hereby authorized to approve a change of the Project Manager on behalf of the CITY. Without violation of the foregoing provisions, however, CONSULTANT may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets, and may subcontract with qualified third parties to provide portions of the services described herein.

22.0 **ENTIRE AGREEMENT.** This AGREEMENT comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

23.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the AGREEMENT shall be governed by and construed under the laws of the State of California. The AGREEMENT does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

24.0 **AGREEMENT MODIFICATION.** This AGREEMENT may not be modified orally or in any manner other than by an AGREEMENT in writing, signed by the parties hereto.

25.0 **TIME IS OF THE ESSENCE.** Both the CITY and the CONSULTANT expressly agree that time is of the essence with respect to this AGREEMENT, and the time for performance of each task shall be made a part of the AGREEMENT and shall be strictly observed and enforced. Any failure on the part of either party to object to a delay in performance by the other party shall not waive any right to object to another delay at a later time.

CarteGraph Software and Consulting Contract for Asset Management System

- 26.0 **UPGRADES AND SUBSTITUTIONS.** During the Contract Period, if the Software named in the Contract is replaced in the CONSULTANT's product line by Software performing the same functions, but using improved technology, then the newer product will be substituted upon approval of the CITY's Chief Information Officer or Project Manager and implemented by the CONSULTANT for no increase in costs or fees.
- 27.0 **NO EXTRA WORK.** No claims for extra work product, services, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the CITY unless such services, work product, or deliverable is first approved in writing by the CITY. Provided however, the CITY may contract separately in writing for such additional services.
- 28.0 **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.
- 29.0 **NOTICES.** All notices, demands, requests, consents or other communications which this AGREEMENT contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
Michael Sherwood
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

CarteGraph, Inc.
3600 Digital Drive
Dubuque, Iowa 52003
Attention: Scott J. Taylor, President/CEO

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first of the following to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

CarteGraph Software and Consulting Contract for Asset Management System

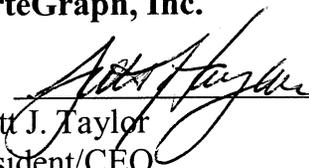
30.0 **EFFECTIVE DATE**. This AGREEMENT shall become effective upon execution by all parties and the provision by CONSULTANT of certificates evidencing the required insurance.

31.0 **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

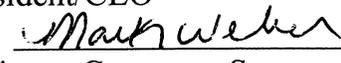
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

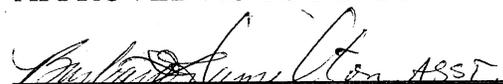
CarteGraph, Inc.

City of Oceanside

By: 
Scott J. Taylor
President/CEO

By: _____
Peter A. Weiss, City Manager

By: 
Assistant Corporate Secretary

APPROVED AS TO FORM:

City Attorney

42-1419553
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT ATTACHED.

State of Iowa

County of Dubuque

This instrument was acknowledged before me on January 5, 2009
Date

By Scott J. Taylor
Mark Weber
Name(s) of Person(s)

Ann M. Knepper
Signature of Notary Public



Notary Public
Title (or Rank for Military Personnel)

Stamp/Seal

SOFTWARE SUBSCRIPTION LICENSES & MAINTENANCE

CarteGraph shall provide and deliver licenses to use the Software Products and in the quantities listed in Software and Services section. Software products are developed and supported products are available from CarteGraph. CarteGraph will provide these software products to the City of Oceanside in their standard form and at the most current available release version level published at the time of installation.

1. CarteGraph software is currently supported within the following:
2. WORKSTATION PLATFORM: Windows, NT4, 2000, 2003, XP, Vista. Supported operating systems will be listed on CarteGraph's web site. (<http://www.cartegraph.com>)
3. DATABASE: Access, SQL 2000, SQL 2005, SQL 2008 (Express, Workgroup, Standard, and Enterprise), Oracle 9.i, Oracle 10.g.
4. CarteGraph software will be supported within new versions of the listed workstation platforms and databases within a reasonable period of time from their release from the manufacturer. CarteGraph will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by the manufacturers.

Maintenance

Services and products covered: This scope of work applies to the software products listed in Software and Services section. During the term of the Agreement, CarteGraph will provide the following services or products as part of the Agreement

1. Technical Support: City of Oceanside will receive unlimited toll-free support via phone, fax or e-mail through the CarteGraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 800-688-2656, ext. 6200 (support@cartegraph.com).
2. All updates and upgrades to licensed products for the term of the maintenance agreement.
3. All benefits, products, services, and WEB training sessions available at the City of Oceanside only Client Support Center web site at www.cartegraph.com.

Term

Initial Software Subscription Licenses & Maintenance shall be in effect for the initial term of twelve (12) months from the Initial Term Start Date through the Initial Term End Date for each software license. Annual Software Licenses shall automatically renew at the end of the Initial Term for unlimited, successive 12-month Renewal Terms. The City of Oceanside may terminate the software licenses at the end of the Initial term, or any subsequent renewal term by notifying CarteGraph in writing of their intention to do so at least 60 days prior to the applicable end date for that term.

Project Services

CarteGraph shall provide the following project services to implement and deploy the software products:

1. CarteGraph shall be responsible for the timely performance of all project services and warrants that all professional and technical services provided to the City of Oceanside pursuant to the Agreement shall be of good and workmanlike quality, and will meet or exceed standards of similar professional services within the industry. CarteGraph makes no further warranty, representation or promise not expressly set forth in this Agreement.

2. Application Installation Services: CartêGraph will provide through Internet access¹, expert technical resources to work with the City of Oceanside’s Information Technologies personnel to install and configure the software products in City of Oceanside’s database environment. Service assumptions include:
 - a. City of Oceanside will purchase and install the database software but CartêGraph will configure City of Oceanside’s SQL database.
 - b. Database replication/synchronization is not required.
 - c. City of Oceanside Information Technology staff will be present and available at all times during Installation.
 - d. Installation Components include:
 - i. Pre-Installation: CartêGraph will confirm remote access to ensure appropriate connectivity, confirm Administrator client connection to network environment, conduct system parameter review to ensure environment and required topology (arrangement or mapping of the elements, links, nodes, etc. of a network) to meet or exceed CartêGraph hardware recommendations, and install and configure the required application License Server.
 - ii. Suite Installation: CartêGraph will stage one (1) Administrator PC client and one (1) User PC client with the appropriate software products and provide knowledge transfer to allow the City of Oceanside to stage and maintain any remaining PC clients. CarteGraph will format the City of Oceanside’s database for appropriate Software Product database structure with the database standard Administrator security role. CarteGraph will update the City of Oceanside’s License Server with Software Product License codes, and will provide recommendations for database maintenance.
7. Database Security Services: CartêGraph will deploy database security based on the standard roles included with the current version of software. CartêGraph and the City of Oceanside will determine the timing of the one-time Security deployment. For each Software Product, CartêGraph will create CartêGraph standard Administrator, Power User, User, and Read-Only SQL security groups and/or roles² and create one user ID assigned to each of the groups and will provide a knowledge transfer that will allow the City of Oceanside to create and maintain security records. Additional configuration service is available on request.

Implementation Services: The quantity of the implementation services as listed in the Software and Services are CartêGraph’s not-to-exceed estimates based on projects of similar size and scope and on the City of Oceanside’s assumption of designated responsibilities. These quantities of Internet sessions and/or service days may be mutually adjusted within the various categories as described to best meet the City of Oceanside’s needs but may not exceed the total number of Implementation Services Internet sessions or service days listed in Software and Services Provided.

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8. Internet Consultation: CartêGraph will provide via the Internet at mutually agreeable times to the City of Oceanside, half-day consultation sessions and in the quantity listed in Software Licensing and Services section, to aid the City of Oceanside with the CartêGraph applications and their data and deployment requirements. A CartêGraph consultant will provide desktop assistance to the City of Oceanside utilizing City of Oceanside forms, filters, reports, and database and, as appropriate, the CartêGraph training database, “Carteville,” will be used as a method to reinforce

¹ CartêGraph utilizes Microsoft’s LiveMeeting Internet services for delivery of all remote products. For more information regarding LiveMeeting, please visit: <http://www.microsoft.com/uc/livemeeting/>.

² Deployment of security groups and/or roles is dependent upon City of Oceanside’s preferred method of server authentication. i.e.: Windows authentication versus SQL authentication.

CartêGraph functionality as it relates to the City of Oceanside’s daily activities and processes. The City of Oceanside will provide client equipment required for the consultation, as necessary.

9. Configuration Services: CartêGraph will provide consultant time and in the quantity listed in Software and Services in configuring forms, filters, and reports for the software products to the City of Oceanside’s specifications.
10. Onsite Education: CartêGraph will provide onsite training days in the quantity listed in Software Licensing and Services, at mutually agreeable times in the City of Oceanside facilities. Training will occur both on the CartêGraph training database, “Carteville,” and the City of Oceanside’s database utilizing any customized forms, filters, and reports as mutually determined. CartêGraph will provide all instructors and all appropriate course materials and instructor visuals. The City of Oceanside will approve custom training agendas prior to training delivery. CartêGraph agrees to consult with the City of Oceanside prior to developing the training agenda.

 - a. All training done in the City of Oceanside facilities. City of Oceanside to provide all training computers and stage them with the appropriate CartêGraph applications.
 - b. City of Oceanside will advise CartêGraph as to the number of expected attendees for any particular class.
 - c. Training will occur in minimums of two-day increments.
12. Onsite Consultation: CartêGraph will provide an onsite consultation service and in the quantity listed in Software Licensing and Services Provided. A CartêGraph consultant will provide over-the-shoulder process, procedure, and applications assistance to the City of Oceanside staff at the City of Oceanside workstations as a method to reinforce CartêGraph functionality as it relates to the City of Oceanside’s daily activities and processes. The City of Oceanside will provide facilities and any equipment required for the consultation, including server and client computers as necessary.
13. Productive Use of Onsite Support: CartêGraph will provide onsite support and in the quantity listed in Software Licensing and Services Provided, at the time the City of Oceanside moves the system into productive use and “goes live” to support the processes, procedures, applications, and systems implemented.

Support Services

1. Database Security Support Service: During the term of this Agreement, the City of Oceanside will receive unlimited toll-free ongoing support via phone, fax or e-mail (support@cartegraph.com) through the CartêGraph Help Desk for technical issues relating to Database Security specific to the City of Oceanside’s CartêGraph database. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 800-688-2656, ext. 6200.
 - a. Database security service support includes:
 - i. Database connectivity consultation
 - ii. Maintenance plan consultation
 - iii. Database server consultation
 - iv. Database Security Installation for all add-on Software Products
 - v. Support of CartêGraph standard security roles for all CartêGraph Software Products purchased and deployed during the term of the Agreement
 - b. Term of Agreement: Database Security Support shall be in effect for 30 days¹ after first deployment of the Database Security Installation component.

¹ Annual Database Security Support Service fees are available upon request.

- c. Services Not Covered: If new database structure or security groups or roles are added by the City of Oceanside that adversely affect the City of Oceanside database security, then work requested or required of CarteGraph to remedy the City of Oceanside’s database security will be delivered and billed under the terms of Additional Services.

Project Assumptions

- 1. Project Services are based on the following assumptions:
- 2. Onsite Project Services shall be delivered at the facilities listed below.

City of Oceanside 4927 Oceanside Blvd. Oceanside, CA 92056
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- 3. Project Services are CarteGraph’s not to exceed estimates or fixed fee quotations outlined in the Software and Services section, based on projects of similar size and scope and on the City of Oceanside’s assumption of designated responsibilities.

City of Oceanside Responsibilities

- 1. City of Oceanside accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of City of Oceanside resources, and management of City of Oceanside project tasks is the responsibility of City of Oceanside. City of Oceanside will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the CarteGraph obligations listed under the Scope of Project section, City of Oceanside understands that it is vital to the success of the project that City of Oceanside provides assistance in the following matters:
- 2. For those services listed under Project Services, CarteGraph personnel will conduct information gathering and evaluation sessions with various City of Oceanside users and management. While CarteGraph respects the time and workload of City of Oceanside staff, dedicated time on the part of the appropriate City of Oceanside resources is necessary to complete these exercises.
- 3. The installation process requires the periodic assistance of the City of Oceanside personnel and suitable access to hardware and systems (e.g., security clearance). City of Oceanside is encouraged to supervise the installation process while systems are accessible to CarteGraph. It is assumed all hardware, both personal computers and network and database servers, will be installed and operating in a manner that delivery and execution of CarteGraph project services will not be impeded.
- 4. City of Oceanside understands that the successful performance of the project services depends upon City of Oceanside fulfilling its responsibilities. The project assumes that the City of Oceanside will provide all personnel required to achieve a successful implementation.
- 5. City of Oceanside shall install and network its own hardware and communications, and this will not affect the timing or the delivery of CarteGraph services.
- 6. City of Oceanside will provide Internet access and Information Technologies staff support as required.

Project Investment

The City of Oceanside will compensate CarteGraph for the Software Licenses & Maintenance, Project Services, and Expenses provided pursuant to this Agreement in the amount listed below.

Software and Services Provided			
SOFTWARE LICENSES & MAINTENANCE (Licensed for use with SQL database)	Concurrent Licenses	Purchase Type	Lic. & First Year Maint.
CARTEflex ¹	5	Subscription	\$15,000.00
PROJECT SERVICES	Units	Unit Type	
Application Installation Services	1	Fixed	\$640.00
Database Security Services (incl. 30 days of Support)	1	Fixed	Included
VERSAtools Modification Services for Trees functionality	1	Fixed	Included
Implementation Services			
Remote	64	Hours	\$7,360.00
Customer Site	7	Days	\$10,150.00
SUPPORT SERVICES²			\$0.00
Modification Support	1	Fixed	Included
CALIFORNIA SALES TAX (7.75%)			\$984.34
ESCROW AGREEMENT			\$500.00
TRAVEL EXPENSES³			\$3,600.00
TOTAL PROJECT COST			\$38,234.34

The total project cost will not be exceeded without prior written **Customer** approval.

Year 2 and beyond Annual Software Subscription Renewal: (including Maintenance and Technical Support) for five (5) concurrent licenses in an SQL Server database will be \$6,250.00. First-year software maintenance and support is included in the cost noted in the table above. Annual Database Security Support is optional at an additional \$5,000.00 per year. NOTE: Proposed software licensing requires annual license renewal.

Professional services included in this agreement are dedicated to the implementation of SIGNview, PAVEMENTview and VERSAtools Tree Template applications.

Listed services do *not* include any Data Conversion Services.

¹ CartêGraph Concurrent User Licensing provides access to the CartêGraph Software Products as listed. Each user to the system uses one license for each Software Product that is active on the desktop.

BRIDGEview	PAVEMENTview	STORMview	GEODATAconnect (enterprise geo-dbase)
CALLdirector	PAVEMENTview Plus	WATERview	GEODATAconnect (personal geo-dbase)
WORKdirector	SEWERview	MAPdirector	MAPdirector for ArcGIS
LIGHTview	SIGNview	GISdirector	VERSAtools – Tree template
MARKINGview	SIGNALview	VERSAtools	

² Total Fees for Support Services are not-to-exceed figures for the Initial Term of the Support Service Fees. Final invoicing will be adjusted to reflect a Support Service Term End date that is coterminous with **Customer**'s existing Maintenance Agreement.

³ In providing the services included in this agreement, **CartêGraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. The travel, lodging and meal expenses are not to exceed \$3,600.00 for two (2) onsite trips consisting of a total of seven (7) days onsite.

**EXHIBIT B
CITY OF OCEANSIDE
CARTEGRAPH SYSTEM INSTALLATION
TIMELINE**

1) Hardware & Database Software Configuration and Installation	7 Days	<p>CarteGraph project team will work with the I.T. staff to stage and install:</p> <ul style="list-style-type: none"> A. Database server B. License server C. Administration PC client D. User PC clients E. Create instances <p>Identify device, 24 x 7 availability, Windows OS required Install Database software. Public Works team must identify all required user PC's for I.T., who will then ensure the PC's meet or exceed CarteGraph Client recommendations.</p>
2) Project Kickoff	1 Day	<p>CarteGraph project team will coordinate a conference call to facilitate the detailed planning session with the Public Works and I.T. teams. All team members will confirm task dates, times, responsibilities, and appropriate contact information.</p>
3) Software Installation	3 Days	<p>CarteGraph team will provide through Internet access, expert technical resources to work with Information Technologies staff to install and configure the Pavement, Sign and Versatools software in the City's database environment.</p>
a) Pre-Installation	3 Days	<p>CarteGraph team will confirm remote access to ensure appropriate connectivity, confirm administrator client connection to network environment, system parameter review to ensure environment and required topology meet or exceed CarteGraph hardware recommendations, and install and configure the required application License Server.</p>
b) Suite Installation	5 Days	<p>CarteGraph team will stage one (1) Administrator PC client and one (1) User PC client with the appropriate Software Products and provide knowledge transfer to allow the I.T. team to stage and maintain all remaining PC's.</p>
4) Internet Consultation	8 Days Total:	<p>CarteGraph team will format the project database for appropriate software product database structure with the database standard Administrator security. CarteGraph team will update the project license server with software product license codes, and will provide recommendations for database maintenance.</p>
a) SIGNview	3 Days	<p>CarteGraph team will provide <u>via the Internet</u> at mutually agreeable times with the I.T. and Public Works teams, half day consultation sessions to aid the City's teams with the CarteGraph applications and the data and deployment requirements.</p>
b) PAVEMENTview	3 Days	<p>A CarteGraph consultant will provide desktop assistance utilizing the new system's forms, filters, reports, and database. The CarteGraph training database, "Carteville", will be used as a method to reinforce the system functionality as it relates to Public Works daily activities and processes. CarteGraph will provide all instructors and all appropriate course materials and instructor visuals. I.T. and Public Works will provide client equipment required for the internet consultation, as necessary.</p>

**EXHIBIT B
CITY OF OCEANSIDE
CARTEGRAPH SYSTEM INSTALLATION
TIMELINE**

Task Milestones	Time	Description
c) VERSAtools (Trees)	2 Days	
5) Configurations: Form, Filters, & Reports Development	14 Days	Public Works staff and I.T. staff will work together to ensure the necessary data input fields, forms, filters and reports are set-up.
6) Onsite Support	3 Days	CarteGraph team will provide 'over-the-shoulder' process, procedure, and applications assistance at Public Works team workstations as a method to reinforce CarteGraph functionality as it relates to daily activities and processes. Public Works and I.T. will provide facilities and any equipment required for the support, including server and client computers, as necessary.
7) System Testing and Acceptance	15 Days	Public Works team will input data and test the data format and output of the data including standard reports and filtered reports. All noted items will be documented and provided to the CarteGraph team for explanation and or correction. Additional time may be required to retest any necessary system corrections.
8) System Modification	10 Days	CarteGraph team will work with the Public Works and I.T. teams to resolve system issues.
9) Database Security Services	5 Days	CarteGraph team will deploy database security based on the standard roles included with the current version of software. CarteGraph and the Public Works and I.T. teams will determine the timing of the one time Security deployment. For each software product, CarteGraph team will create a standard Administrator, Power User, User, and Read Only SQL security groups and/or roles and create one user-ID assigned to each of the groups. CarteGraph team will provide a knowledge transfer that will allow Public Works to create and maintain security records.
10) Onsite Education	5 Days	CarteGraph team will provide onsite training days at mutually agreeable times in the City's facilities. Training will occur both on the CarteGraph training database, "Carteville", and the City's database utilizing any customized forms, filters, and reports as mutually determined. CarteGraph team will provide all instructors and all appropriate course materials and instructor visuals. Public Works and I.T. will provide facilities and any equipment required for the training, including server and client computers as necessary.
11) Go Live - Onsite Support	2 Days	CarteGraph team will provide onsite support at the time the system "goes live" to support the processes, procedures, applications, and systems implemented.

¹ CarteGraph utilizes Microsoft's Live Meeting Internet services for delivery of all remote products. For more information regarding Live Meeting please visit: <http://main.placeware.com>