	AGENDA ITEM EXECUTIVE SUMMARY	Agenda Item number: 4.d
	Title: Recommendation to award Contract for Fiber Modeling Software to Schneider Electric	
	Presenter: Tom Bruhl	

Meeting: Government Services Committee   Date: September 26, 2016

Proposed Cost: $84,865	Budgeted Amount: $80,000	Not Budgeted: ☐

Executive Summary (*if not budgeted please explain*):

The Communications Utility operates an extensive fiber network that connects all City buildings, all D303 facilities, and two Kane County facilities. The network is used for City phones, the City computer network, SCADA (Supervisory Control And Data Acquisition) systems, security systems, camera systems, Police and Fire Department links to TriCom, and similar communication and network uses for D303 and Kane County, including a link between TriCom and the Kane County 911 Center.

Over the last 15 years, we have advanced from running 12 count fibers to running 144 count fibers. The Communication Utility budgeted to purchase software, linked to the City GIS system that will enhance how we document and manage the fiber assets. The City released a Request for Proposal (RFP) to search for vendors who provide this specialized software. Seven proposals were received and reviewed. From the seven proposals, four vendors were elevated to provide demonstrations of their software. Schneider Electric was selected as the highest ranked proposal due to their competitive pricing, ability to meet project requirements and overall system functionality.

The system will improve productivity and network reliability with its ability to trace connectivity through GIS and show how buildings are connected through patch panels and splices. Having these tools will reduce time when troubleshooting issues, planning system improvements and designing new connections.

The project represents a collaborative effort between Public Works Electric Utility and the Information Systems GIS Division. Originally scoped in 2014 and placed on hold to ensure alignment with the recently completed Fiber Rate Study. The unbudgeted balance of $4,865 will come from excess funds for a capital project in the FY16/17 budget that was not necessary.

The City Attorney has reviewed and approved the contracts presented.

Attachments (*please list*)**:**

*Fiber Management Review Summary *Professional Services Agreement *Software License Agreement *Confidentiality Agreement *Task Order 1

Recommendation/Suggested Action (*briefly explain*)**:**

Recommendation to approve contract with Schneider Electric for fiber modeling software and implementation services for a not to exceed cost of $84,865.

	Proposed Scope of Work	Company Experience and References	Personnel and Staffing Resources	Completeness and Presentation	Total Score	Strength of Solution	Proposed Solution Meets Requirements per RFP Response	Proposed Cost from RFP Response	Comments	First Year Cost Software Purchase and Implementation	5 Year Total Cost of Ownership	10 Year Total Cost of Ownership
Enghouse	53	65	50	13	181	60%	No	$146,600	Removed implementation Services to meet budget	$71,600	$110,800	$159,800
Fiber Optic	44	18	18	1	81	27%	No	$31,200	Incomplete Proposal	-	-	-
Five Points	73	32	30	13	148	49%	No	$363,763	Not Elevated to Demonstration	-	-	-
NewCom Tech	52	48	38	18	156	52%	No	$53,315	Not Elevated to Demonstration	-	-	-
Schneider	**86**	**76**	**73**	**14**	**249**	**83%**	**Yes**	**$240,688**	**Adjusted licensing and removed optional items to meet budget.**	**$84,665**	**$115,865**	**$154,865**
StellarRad	65	57	46	11	179	60%	No	$134,360	Underlying technology is not compatible with existing City solutions	$36,741	$58,805	$86,385

This Professional Services Agreement ("Agreement") made effective on the ____ day of _____, 2016 ("Effective Date") by and between the City of St. Charles, IL ("Client") and Telvent USA, LLC, a limited liability company organized under the laws of Delaware ("Contractor"), and collectively the "Parties" and individually, "Party" with reference to the following:

WHEREAS, Client requires Contractor to perform certain professional Services as defined in each applicable Task Order to this Agreement; and

WHEREAS, Contractor has the expertise necessary to perform such Services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises the Parties hereby agree as follows:

Article 1 – Scope of Agreement

This Agreement establishes the framework in order to enable Contractor to provide professional Services to Client and its Affiliates. "Services" means work described in an applicable Task Order/Statement of Work ("SOW") that is agreed upon by both Parties in the format set forth in Attachment A. The Parties agree that the terms of this Agreement will govern all purchases by Client of Services unless otherwise agreed by the Parties in writing. Pre-printed terms contained in any Client purchase order shall not take precedence over any terms found in this Agreement

"Affiliate" means any corporation or other entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party. A corporation or other entity shall be deemed to control another corporation or entity if it, directly or indirectly, owns more than fifty (50%) percent of the voting shares or other interest, or has the power to elect more than half the directors or representatives of such other corporation or entity.

Article 2 – Responsibilities of Contractor

a. Professional Standards. Contractor shall perform all Services and provide all products as specified in this Agreement and the applicable Task Order. In performing the specified Services, Contractor shall follow practices consistent with the professional and technical standards in the industry.

b. Staffing. Contractor will furnish Services in the amount necessary to complete the work promptly and effectively and shall be responsible for the supervision and direction of the work by its employees. For each Task Order, Contractor shall identify a designated project manager, who shall be empowered to act for the Contractor in accordance with this Agreement in all matters relating to the technical administration and staffing matters relating to the Services as defined in the Scope of Work set forth in each Task Order.

c. Change in Key Contractor Staff. Should Contractor's project manager be unable to complete his/her responsibility for any reason, Contractor will provide replacement personnel of equal qualifications, education and experience. Contractor will be responsible to bear any relocation, training, and expenses associated with providing

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such replacement personnel including the time necessary for such personnel to become familiar with the Services already performed.

Article 3 – Independent Contractor

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between Client and Contractor. Contractor is an independent contractor and not an employee of Client, or any of its subsidiaries or Affiliates. The consideration set forth in a Task Order or SOW shall be the sole consideration due to Contractor for the Services rendered hereunder.

Article 4 – Responsibilities of Client

a. Staffing and Project Manager. Client agrees that its officers and employees will cooperate with Contractor in the performance of Services under this Agreement and will be available for consultation with Contractor at such reasonable times as do not conflict with their other responsibilities. In each Task Order, Client shall identify its designated Project Manager, who shall be empowered to act for the Client in accordance with this Agreement and shall have sole discretion to review the quality, acceptability and fitness of Services performed and items provided by the Contractor.

b. Change in Key Client Staff. Should Client's Project Manager be unable to complete his/her responsibility for any reason, Client will provide replacement personnel of equal qualifications, education and experience. Client will be responsible to bear any relocation, training, and expenses associated with providing such replacement personnel including the time necessary for such personnel to become familiar with the Services already performed.

c. Data, Resources and Facilities. Upon request by Contractor, Client, without charge, will reasonably furnish or make available for examination or use any data and/or Client resources that is necessary for Contractor to complete the Services.

Client shall also provide Contractor sufficient access to the hardware and software system(s) required for the performance of the Services. Contractor shall conform to the terms and conditions of the Client's Vendor Network Connection Agreement while performing the Services, attached here as Attachment D.

d. Specification of Deliverables. The specifications of deliverables described in each Task Order are intended as precise guidance as to the conduct within a project. However, the Client realizes that different combinations of work practice, updated technological approaches, and modern equipment can potentially yield a final product of accuracy and quality equal to that proposed in each Task Order.

e. Backup and Recovery. During the entire course of the project, Client will be responsible for backup/recovery of all onsite project related digital data, materials and databases. Contractor will be responsible for backup/recovery of all project related data housed on Contractor computer systems.

Article 5 - Acceptance

a. Deliverable Review. All deliverables as defined in each SOW ("Deliverable(s)") shall be submitted to Client for review and categorization as detailed in Article 5(c) below.   Client shall have fourteen (14) days to categorize the Deliverables and Contractor shall be notified in writing of any delays in the review period.   Should Client fail to notify Contractor in writing within fourteen (14) days, the Deliverables shall be deemed accepted.

b. Compliance.   All reviews will be performed on the basis of work correctness and compliance with the Agreement. Client reserves the right to return for correction within the review period any Deliverables that are in error or have not been prepared within the specifications set forth in the applicable SOW.

c. Classification of Deliverables. After review, Deliverables shall be classified as follows:

(i) DELIVERABLE ACCEPTED, shall be defined as a Deliverable conforming to the SOW or meeting the specifications, with no more than minor and/or isolated exceptions or nonconformities. In such case Client will take responsibility for any necessary corrections.

(ii) DELIVERABLE ACCEPTED WITH REWORK, shall be defined as a Deliverable essentially conforming to its specification, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Contractor. Contractor shall re-edit the work for the indicated errors and resubmit within 30 days. Client will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either ACCEPTED or REJECTED.

(iii) DELIVERABLE REJECTED, shall be defined as a Deliverable failing to conform to the SOW or to meet specification in ways that indicate that major improvements in procedure are needed to avoid recurrence. Contractor shall rework the Deliverable and resubmit to Client within 30 days, at which time the Client will rerun its acceptance check and reclassify the work.

d. Client Delays. Client must exercise due diligence and shall ensure that factors beyond the control of Contractor, such as Client delays and failure to fulfill Client responsibilities, will not interfere with Contractor's ability to complete the Services. Client shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the SOW, and both Parties will mutually determine required modifications to this Agreement.

e. Final Acceptance and Certification. At the conclusion of project acceptance, Contractor will request that Client sign a final acceptance certificate and Client shall have fourteen (14) days to sign off on the final acceptance certificate. Should Client fail to notify Contractor of their acceptance in writing within fourteen (14) days of receiving the final acceptance certificate, all of the Deliverables shall be deemed accepted. In addition, should Client use any of the Deliverables in a Production Environment prior to receipt of an acceptance certificate, such use shall constitute deemed acceptance on part of

Client. A "Production Environment" is defined as a computer system consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live business operations.

Article 6 – Changes to the SOW

Client may at any time request additions, modifications or deletions to the SOW set forth in each Task Order. If such changes cause an increase or decrease in the cost of, or time required for, performance of the Services, an equitable adjustment shall be made in the fixed fee, and the Task Order shall be modified in writing accordingly, using the form provided in Attachment B. Project members may discuss or make arrangements for changes in the SOW, but any verbal or written communication between or among Client and Contractor project personnel shall not be construed as a modification to the conditions of the Agreement unless a formal modification is executed using the scope change order form provided.

Article 7 – Compensation and Invoices

a. Fixed Fee for Tasks. Client shall pay Contractor the fixed fee for each task performed as outlined in the applicable Task Order. If changes in the schedule are made by consent of both Parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, the Contractor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, Contractor will submit sufficient documentation to assure the Client that Contractor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Contractor's responsibility to correct any errors in compensated work tasks. The maximum amount that Contractor may be paid for each task, unless otherwise provided by written authorization from Client, shall be as specified in the Task Order.

b. Milestone Payments and Out-of-Pocket Expenses. Each Milestone payment amount includes the labor plus any out-of-pocket expenses. The Contractor will submit an invoice and Milestone Acceptance Form (Attachment C, attached hereto and made a part hereof), identifying the Milestone delivered, and the expected amount. The Client will have 15 days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of Client to reject the Milestone within 15 days will constitute acceptance. Invoice terms are 30 days net, following approval of Milestone Acceptance, or as otherwise agreed to in a Task Order. The Contractor will provide bank wiring instructions for wire transfer. Any invoices that are past due are subject to additional interest of 8% per year calculated monthly.

c. Exclusive of Shipping, Handling, and Taxes. Services, products, and data provided for under this Agreement are quoted exclusive of all state, local, and other taxes or other charges (other than income taxes payable by Contractor). In the event such taxes and/or charges become applicable to Contractor's Services, products, or data, Client shall pay any such applicable tax upon receipt of written notice that is due. If Client fails to pay any fees under this Agreement, or any taxes, duties, levies or assessments,

Client shall pay all reasonable expenses incurred by Contractor in collecting these sums, including reasonable attorney's fees, interest and penalties.

Article 8 – Indemnification

a. General Indemnity. Each Party (the "Indemnifying Party") agrees to indemnify the other Party (the "Indemnified Party"), its officers, directors and employees from and against any and all third Party claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities to the extent resulting from the Indemnifying Party's negligence or misconduct arising from or related to the performance of the work pursuant to this Agreement. It is the intent of this Agreement that each Party to this contract shall bear the risk of and liability for its own actions arising from or related to the performance of the work pursuant to this Agreement. Client shall continue to have any other remedies available at law, subject to the limits of liability set out herein.

b. Copyright and Intellectual Property Rights. Contractor will indemnify, at its expense, any action or proceeding brought against Client by a third Party to the extent that it is based on a claim that any part of the Deliverables provided, or their use under this Agreement, infringes any copyrights, trademarks, patents or other intellectual property right in Canada or United States ("Claim"). Client shall promptly notify Contractor in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Contractor will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Contractor has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. In the event that a final injunction is obtained against Client's use of any part of the Deliverables by reason of infringement of a foregoing proprietary right, or if in Contractor's opinion the Deliverables is likely to become the subject of a claim for such infringement, Contractor shall at its option and expense, either:

(i) procure for Client the right to continue using such portion of the Deliverables; or

(ii) replace such portion of the Deliverables with a non-infringing and non-misappropriating functional equivalent satisfactory to Client or

(iii) modify such portion of the Deliverables in a way satisfactory to Client so that it becomes non-infringing and non-misappropriating.

Contractor will have no indemnification obligations under this section with regard to any Claim that is based upon (a) a modification of the Deliverables made by Client (other than at Contractor's written direction); (b) use of the Deliverables in combination with products, data or business methods not provided by Contractor, if the infringement or misappropriation would not have occurred without the combined use; (c) use of any release of the Deliverables if, as of the date of a Claim or threatened Claim, the infringement or misappropriation would not have occurred through use of a more recent release of the Deliverables; (d) any use of the Deliverables by Client other than for Client's internal use; (e) use by Client after notice by Contractor to discontinue use of all or a portion of the Deliverables.

c. Data for Work Execution. It is understood among the Parties that the Contractor is relying solely upon information, data, records, documentation, and maps already in existence and copy made available through public record or confidential sources by the Client to the Contractor with which to perform its obligation under this Agreement, and that the resulting work product is informational only and may not be relied on as a substitute for documents of records.

Article 9 – Limitation of Liability

Contractor's liability, including the liability of any Subcontractors or Affiliates, to Client in contract tort, strict liability or otherwise regarding the Services or Deliverables provided under this Agreement, is limited to amounts paid by Client under the Statement of Work which is the basis for the liability. In no event will, Contractor, or any Subcontractor or Affiliate be liable for any indirect, special, or consequential damages, including lost profits, even if advised of the possibility of such damage or loss. The limitation of liability stated in this Article shall not apply to damages resulting from personal injury, death or property damage to tangible physical property which results from Contractor's or any Subcontractor's or Affiliate's gross negligence or willful misconduct.

Article 10 – Insurance

a. Insurance Coverage. Contractor shall comply with Client's insurance requirements in accordance with the terms and conditions set forth in Attachment E, attached hereto and made a part hereof.

Article 11 – Confidential Information

a. Along with this Agreement, the Parties are simultaneously executing a separate Confidentiality Agreement which is intended to cover the confidentiality requirements of both Parties.

Article 12 11 - Term and Termination

a. Contract In Force. This Agreement shall continue in force until completion of all Services required of Contractor, unless terminated by Client or Contractor pursuant to the provisions herein.

b. Termination For Cause. This Agreement may be terminated in whole or in part in writing by either Party in the event of substantial failure by the other Party to fulfill its obligations under this Agreement through no fault of the terminating Party. In the event Contractor is in default under this Agreement because of a failure to fulfill any material obligation contained herein, Client shall give written notice to Contractor of such default and in the event the Contractor has not remedied the default as soon as reasonably possible, but no later than thirty (30) calendar days from Contractor's receipt of said notice the Agreement may be terminated; provided that no such termination may be effected unless the other Party is given: (1) not less than fifteen (15) working days written notice

of intent to terminate, and (2) an opportunity for consultation with the terminating Party in order to correct any such default prior to termination.

c. Termination for Convenience. The Agreement may be terminated in whole or in part in writing by Client for its convenience, provided that no such termination may be effected unless Contractor is given: (1) not less than ten (10) working days written notice of intent to terminate, and (2) an opportunity for consultation with Client prior to termination.

d. Delivery Following Termination. Upon receipt of a notice of termination, Contractor shall: (1) promptly discontinue all Services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to Client all finished or unfinished documents and all information which have been accumulated, or prepared by Contractor in performing Services under the Agreement.

e. Payment Following Termination. Contractor shall be paid on a pro rata basis for accepted work under this Agreement through the effective date of termination including any associated wind-down expenses incurred by Contractor, all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations.

f. Persistence of Property Rights. Upon any termination of the Agreement, Client may take over the work and prosecute the same to completion by Agreement with another Party or otherwise. The provisions of Article 13, Property Rights, shall apply.

g. Suspension of Work. If, prior to completion, work under this agreement is stopped or suspended by Client, Contractor shall be paid on a pro rata basis for accepted work completed under this Agreement through the effective date of suspension, including any associated wind-down expenses incurred by Contractor, and all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations. In addition, prior to restarting work, both Parties will negotiate a change in scope as provided in Article 6 to address any necessary additions in time or expense to complete the work as a result of the suspension. Suspension of work will not terminate this agreement. All other terms and conditions of this Agreement shall remain in force until such time as work is resumed or terminated as provided in this Article, such period of time not to extend beyond ninety (90) days from the issuance of the suspension without the mutual consent of both Parties.

Article 13 – Intellectual Property Rights

a. Use of Proprietary Skills, Tools, and Data. Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the Services described herein. Nothing in this Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.

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b. License To Use. Contractor grants to Client, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for Client's internal business purposes. Client shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The Services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of Client, Contractor shall own all right, title, and interest to such Services and Deliverables.

c. Excluded Uses. Client shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of Client's internal business organization the Deliverables.

d. Provision Against Derivation of Source Code. Client shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.

e. Retention of Patentable Rights. Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of Client relating to Contractor's software, Client hereby grants and agrees to grant Contactor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. Client agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by Client's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

f. Ownership. Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.

g. Performance of Similar Service. Contractor may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that Client's Confidential Information is not disclosed.

Article 14 – Audit

a. Inspection. Contractor shall maintain records of performance under this Agreement and make these records available for inspection and audit by Client.

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b. Audit. Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established procedure and guidelines of the reviewing or auditing agency.

c. Term. Records maintained under terms of the above shall be maintained and made available during performance of Services under this Agreement and until three years from date of final payment. In addition, those records which relate to any dispute, appeal, litigation, or the settlement of claims arising out of such performance or costs of items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

Article 15 – Covenant Against Contingent Fees

Contractor warrants that no person or company other than Contractor employees have been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; nor has Contractor paid or agreed to pay any person other than Contractor employees, company, corporation, individual, or firm any fee, commission, contribution, donation, percentage, gift, or any other consideration contingent upon or resulting from award of this Agreement. For any breach or violation of this provision, Client shall have the right to terminate this Agreement without liability.

Article 16 – Force Majeure

Neither Party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Any delays beyond the control of either Party shall automatically extend the time schedules as set forth in this Agreement by the period of any such delay.

Article 17 – Governing Law

The laws of the State of Illinois shall govern the interpretation of this Agreement without regard to choice of law provisions.

Article 18 – Venue
Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

Article 19 – Assignment

Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Client shall be void provided, however, that claims for compensation due or to become due to Contractor from Client under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

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Article 19 – Notice

Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, or mail delivery as follows:

TO CLIENT: City of St. Charles
                                   2. E. Main St.
                                   St. Charles, IL 60174

TO CONTRACTOR: Telvent USA, LLC
                                   Legal Department
                                   4701 Royal Vista Circle
                                   Fort Collins, CO 80528

Either Party may change its representative or address above by written notice to the other.

Article 20 – Non-Hire

It is hereby mutually agreed that Client will not solicit, hire, or contract with any employee(s) of Contractor's staff who are associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the Client to Contractor.

Article 21 – Warranty Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CONTRACTOR, OR ITS VENDORS. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. CLIENT IS RESPONSIBLE FOR THE QUALITY OF DATA AND VERIFYING THE ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

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Article 22 – Immigration and Entry Requirements

If this Agreement requires performance of Services in Client's or another country outside the United States, Client shall assist Contractor in obtaining all necessary licenses, permits, authorizations, and passes, including but not limited to professional visit passes and/or employment passes issued by the national immigration agency under the national immigration law of such country, and any other clearances required, in a timely manner to support performance under this Agreement. Contractor's performance is contingent upon the foregoing, and in the event that Contractor is unable to obtain such in a timely manner, or that any of such are later withdrawn, Contractor's performance schedule, and any other necessary terms of this Agreement shall be equitably adjusted.

Article 23 – Waiver

The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

Article 24 - Severability

If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

Article 25 – Survival

The terms and conditions of this Agreement regarding payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

This Agreement represents the entire understanding of the Parties as to the subject matter herein. No prior oral or written understanding shall be of any effect with regard to these matters. Any change or modification of this Agreement including but not limited to a change under Article 4 (Changes to Scope of Work) shall be made only upon written consent of both Parties.

Signatures to follow on next page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written.

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City of St. Charles, IL
(Client)

Telvent USA, LLC
(Contractor)

_____
Signature

_____
Signature

_____
Printed Name

_____
Printed Name

_____
Title

_____
Title

_____
Date

_____
Date

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ATTACHMENT A
Sample Task Order

Professional Services Agreement
Task Order ___

In accordance with the terms and conditions of the Agreement (Contract No. _____/Effective Date of _____) between _____ (Client) and Telvent USA, LLC (Contractor), this Task Order authorizes delivery of the Services described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: See attached scope entitled, "_____."

2. Contract Type (FFP or T&M): _____.

3. Total Task Order Value: $_____ to be paid in accordance with the following milestone schedule.

Milestone #	Task #	Description	Cost
		Total	**$**

4. Delivery Schedule or Start/End Date(s) for Each Deliverable: See attached scope of work.

5. Special Considerations: None

6. Contractor Project Manager:
    Client Project Manager:

ACCEPTED AND AGREED:

(Client)

TELVENT USA, LLC
(Contractor)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title:_____

Date: _____

Date: _____

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ATTACHMENT B
Sample Change Order

CHANGE ORDER #	Telvent Project Number	ENTERED BY
SUBJECT		**ENTRY DATE**

DESCRIPTION
In accordance with the terms and conditions of the _____ between _____ and Telvent USA LLC, both Parties now wish to modify the Scope of Work under Task Order #____ as follows:

Total Cost

Schedule Impact

ACCEPTED AND AGREED:

_____   TELVENT USA, LLC
(Client)   (Contractor)

Signature: _____   Signature: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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ATTACHMENT C
Sample Milestone Acceptance Form

Client Name and Project Code	DATE COMPLETED	DATE DELIVERED

Agreement/Task Order Number

Milestone Number, Description, & Value

Upon signature of this document Client hereby accepts the milestone set forth above. Telvent shall invoice Client for the total value of the above referenced milestone in accordance with the terms and conditions of the Agreement.

Accepted and Agreed:

Telvent USA, LLC: << Client >>:

Signature: _____   Signature: _____

Printed Name: _____   Printed Name: _____

Title: Project Manager _____   Title: _____

Date: _____   Date: _____

Telvent Internal Use Only			
INVOICING and PAYMENT INFORMATION (per Contract Terms and Conditions)			
DATE RECEIVED (Milestone)	DATE ACCEPTED (≤15 Days after Received)	DATE INVOICED	DATE PAID (≤20 Days after Accepted/Invoiced)

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ATTACHMENT D
City of St. Charles, Illinois
Vendor Network Connection Agreement

This Vendor Network Connection Agreement (the "Agreement") by and between the City of St. Charles , an Illinois municipality, with principal offices in the City of St. Charles , Illinois ("City") and Telvent USA, LLC , a Delaware corporation, with principal offices at 4701 Royal Vista Circle, Fort Collins, CO ("Company"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:
1. Attachment 1: Vendor Network Connection Agreement Terms and Conditions
2. Attachment 2: Network Connection Policy
3. Attachment 3: City Confidentiality Agreement

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties.   There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Illinois State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Telvent USA LLC   City of St. Charles

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Name   Name

_____   _____
Date   Date
Attachment 1

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VENDOR NETWORK CONNECTION AGREEMENT
TERMS AND CONDITIONS

Object: To ensure that a secure method of connectivity is provided between the City and Company and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

Definition: "Network Connection" means one of the City connectivity options listed in Section B of the Network Connection Policy.

1. <u>Right to Use Network Connection</u>. Company may only use the Network Connection for business purposes as defined in an approved scope of work, agreement or contract with the City.

2. <u>Network Security</u>
   a. Company will allow only Company employees approved in advance by City ("Authorized Company Employees") to access the Network Connection and any City -Owned computing resources. Company shall be solely responsible for ensuring that Authorized Company Employees will not pose a security risk, and upon the City's request, Company will provide the City with any information reasonably necessary to evaluate security issues relating to any Authorized Company Employee.
   b. Authorized Company Employees will only be provided credentials that are unique to each user (i.e. no "generic" usernames and passwords) to access City -Owned computing resources. Usernames and passwords cannot be shared with anyone.
   c. Company will promptly notify the City whenever any Authorized Company Employee leaves Company's employ or no longer requires access to the Network Connection and City -Owned computing resources.
   d. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection (and Company's use of City -Owned computer resources) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.

3. <u>Notifications</u>. Company shall notify City in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Company's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.

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4. <u>Payment of Costs</u>. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.

5. <u>Confidentiality</u>. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the other's business records, technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. If Confidential Information is disclosed by the Company and is considered "personal information" as defined in the Illinois Personal Information Protection Act, 815 ILCS 530/1 *et seq.* Company must provide immediate notice to the City. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

6. <u>Term, Termination and Survival</u>. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.

7. <u>Severability</u>. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be

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enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

8. Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

9. Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

10. Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

11. Indemnification. Company shall indemnify and agrees to defend and hold City harmless against and from any and all loss, cost, damage, liability and expense incurred by City including reasonable attorneys' fees as a result of negligent acts, negligent errors, negligent omissions or willful conduct on the part of the Company, its agents, employees or subcontractors in the performance of this Agreement.

12. Conflict with other Agreements. In the event that any conflict between this Agreement (and any portion thereof) and any other agreement existing or hereinafter entered into between the Company and the City, the terms of this Agreement shall prevail.

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Attachment2
NETWORK CONNECTION POLICY

Purpose: To ensure a secure method of network connectivity between City and its vendors and to provide a formalized method for the request, approval and tracking of such connections.

Scope: External data network connections to City can create potential security exposures if not administered and managed correctly and consistently. These exposures may include non-approved methods of connection to the City network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts.

Definitions: A "Network Connection" is defined as one of the connectivity options listed in Section B. below. "Vendor" is defined as the City's Contractors, Suppliers and the like.

A. Vendor Network Connection Requests and Approvals

All vendor network connection requests must have the signature of the City Administrator, or his/her designee, for approval. Also, all vendors requesting a Network Connection must complete and sign a City Confidentiality Agreement.

B. Connectivity Options
The following connectivity options are the standard methods of providing a Vendor Network Connection. Anything that deviates from these standard methods must have written authorization from the City.

1) Private Leased line – Dedicated, Private Leased lines for vendors will be terminated on the Partner's network. These circuits can be delivered as T1 or Ethernet.

2) Encrypted Tunnel – Encrypted tunnels must be terminated on the vendor's Network, whenever possible. In certain circumstances, it may be required to terminate an encrypted tunnel in the City's DMZ, in which case the normal City perimeter security measures will control access to Internal devices.

3) Remote Access – Remote Access through a third party or directly via Internet remote control shall be determined by the City.

C. Protection of Information and Resources
The Company shall be held legally responsible for misuse of its access and use of the City's network and computing resources. The Company shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and

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information. This includes the requirement that a City-approved virus protection software program is installed. This program must be operational and be using the latest virus detecting upgrades for computers used for this purpose.

The Company will not:
   a. Attempt to disguise their identity, or the identity of their account.
   b. Attempt to impersonate other persons or organizations.
   c. Appropriate the City's name, or its network names.
   d. Attempt to monitor other users' data communications unless specifically authorized.
   e. Infringe upon the privacy of others' computer files.
   f. Read, copy, change, or delete another user's computer files or software without the prior express permission of the owner.
   g. Engage in actions that interfere with the use by others of any computers and networks, interfere with the supervisory or accounting functions of the systems, or are likely to have such effects.
   h. Attempt to bypass computer or network security mechanisms without the prior express permission of the City's Information Systems Department. Possession of tools that bypass security or probe security, or of files that may be used as input or output for such tools, shall be considered as the equivalent of such an attempt

D. Audit and Review of Vendor Network Connections
All aspects of Vendor Network Connections - up to, but not including the Company's firewall, may be monitored by the City's Information Systems Department.

E. City Information Systems Department Responsibilities
The City's Information Systems Department is responsible for the installation and configuration of a specific Vendor Network Connection and will ensure that all possible measures have been taken to protect the integrity and privacy of City confidential information. At no time will the City rely on access/authorization control mechanisms at the Company's site to protect or prohibit access to City confidential information.

The City's Information Systems Department has the responsibility for maintaining related policies and standards and will be the sole judge determining if the Company has complied with the Vendor Network Connection policy. The Information Systems Department is also responsible for approval of firewall design, configuration and engineering required for support of Vendor Network Connections.

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ATTACHMENT E
Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

(a)   Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois

(b)   General Liability Insurance:

   1)   Bodily injury, with limits of not less than $1,000,000 each occurrence/ $2,000,000 aggregate;

   2)   Property damage, with limits of not less than $1,000,000 each occurrence/ $2,000,000 aggregate;

   3)   Contractual insurance – broad form, with limits of not less than $1,000,000 each occurrence/$2,000,000 aggregate.

(c)   Automotive Liability Insurance:

   1) $1,000,000 each occurrence/ $2,000,000 aggregate;

   2)   Property damage, with limits of not less than $1,000,000 each occurrence/ $2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

(d)   Umbrella liability $5,000,000.

(e)   Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies Licensed to do business in the State of Illinois. All insurance premiums shall be paid without cost to City. The Contractor shall, on an annual basis, furnish to City a Certificate of Insurance attesting to the respective insurance coverage throughout the contract term.

(f)   All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

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This is a License Agreement and not an Agreement for Sale. This License Agreement ("Agreement") made effective on the ___ day of _____, 2016 ("Effective Date") is between City of St. Charles, IL ("Licensee"), whose address is given in Exhibit 1 (Registered Licensee Information) annexed hereto, and Telvent USA, LLC ("Telvent"), and gives Licensee certain limited rights to use the proprietary Telvent Software and Related Materials. All rights not specifically granted in this Agreement are reserved to Telvent.

Article 1 - Definitions

As used herein, the following words, phrases or terms in this Agreement shall have the following meanings:

a. "Development Software" is Software that may be used solely for testing, staging, and developmental purposes only.

b. "Licensed Configuration" means the specific computer networks and/or computer systems where the Software installed and configured as designated by Licensee. Telvent's Software shall be downloaded from the following website url: http://www.telvent-gis.com/support/download_form.shtml.

c. "Production Environment" means computer systems consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live business operations.

d. Related Materials" means all of the printed materials, user and specification documentation, training documentation, and other material, if any, provided by Telvent for use with respect to the Software.

e. "Software" means all or any portion of Telvent's proprietary core software products including backups, merged copies, and updates that may be provided by Telvent under this Agreement.

f. "Term License" means Software provided to Licensee for a limited period of time to be used for non-production purposes.

Article 2 – Reservation of Ownership & Grant of License

a. Retention of Rights and License Grant. Telvent retains exclusive title and ownership of the Software and Related Materials licensed under this Agreement. Upon Licensee providing payment in full for the Software, Telvent grants to Licensee a perpetual (unless terminated as provided in Article 6), personal, non-exclusive, nontransferable license to use the Software and Related Materials pursuant to the terms of the Agreement. Licensee shall use reasonable efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

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b. License Management. Telvent employs a License Manager to limit use of the Software to specific computer networks and/or computer systems. As each configuration of computer networks and/or computer systems may be unique, Licensee agrees to conform its use of the Software to the Licensed Configuration. The Licensed Configuration is incorporated herein by reference, inclusive of any written modifications approved by Telvent. Licensee is required to update its Licensed Configuration to reflect current use of Software for license management purposes.

Article 3 – Copyright

The Software and Related Materials are owned by Telvent and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee shall not export the Software and Related Materials into a country that does not have copyright laws that will protect Telvent's proprietary rights.

Article 4 – Scope of Use

a. Permitted Uses.   The license grant permits the Licensee to do only each of the following:

   • Licensee may install the Software onto the computer systems designated by the Licensed Configuration.

   • Licensee may use the Software and Related Materials for its internal business and commercial operations only.

   • Licensee may access and use any secure Telvent website resources made available to Licensee for Licensee's internal use only, provided that Licensee follows Telvent's terms of use policy specified therein. All password or controlled access information provided by Telvent shall be considered confidential information subject to Article 13 below.

   • Licensee may make only one (1) copy of the Software for archival purposes.

b. Prohibited Uses. The license grant does not permit the Licensee to do the following:

   • Licensee may not sell, rent, lease, sublicense, lend, time-share or transfer, in whole or in part, or provide unlicensed third parties access to prior or present versions of the Software and Related Materials, including any updates, or Licensee's rights under this Agreement.

   • Licensee may not reverse engineer, decompile or disassemble the Software, or make any attempt to unlock or bypass the License Configuration.

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- Licensee may not alter, modify or create any derivative works of the Software and Related Materials.

- Development Software may not be used in a Production Environment.

- Licensee may not remove or obscure any copyright or trademark notices from the Software or Related Materials.

c. Use by Contractors: A contractor of Licensee may be permitted to use one or more of the licenses of Telvent Software and Related Materials under the following terms and conditions.

- Contractor refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform services on Licensee's behalf ("Contractor"). No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS/Geospatial software product, unless express written consent is obtained in advance from Telvent.

- No licensing rights will be provided to a Contractor. The Software will remain licensed to Licensee. When Contractors use the Software, Licensee will be responsible for ensuring use of the Software by a Contractor is in accordance with the terms of this Agreement.

- Any Contractor permitted to use the Software by Licensee will use the Software only to perform work on behalf of Licensee. The Software may not be used by the Contractor to perform work for any other third party.

- Licensee will advise each Contractor in writing of the terms of use for the Software. Each Contractor will acknowledge in writing that it understands and will abide by those terms.

- Licensee will require each Contractor to execute a nondisclosure agreement with Licensee in which the Contractor agrees to protect the Software from disclosure to third parties other than the Contractor and its employees.

- Licensee will keep a written record of Contractors using the Software. Telvent may audit these records upon request, provided that such audits may not unreasonably interfere with Licensee's business and shall occur only during Licensee's normal hours of operations.

- If a Contractor that is using the Software ceases to perform work for Licensee, then Licensee will ensure that either (a) the Software and any Related Materials that have been provided to the Contractor are returned to Licensee, or (b) the Contractor certifies in writing that it has destroyed all copies of the Software and any Related Materials that have been provided to the Contractor.

Such limits detailed above shall apply to use of either all or a portion of the Software or Related Materials.

Article 5 – Term Licenses

a. Development Licenses. Telvent offers a Term License for some of its Development Software. Licensee shall not use Development Software that is subject to a Term License in its Production Environment. Any use of the Development Software in a Production Environment shall be deemed a material breach of the Agreement.

b. Evaluation Licenses. Telvent, at its sole discretion, may provide Licensee a Term License for Software to be used for evaluation purposes. Evaluation licenses are to be used in a non-production environment only.

Article 6 – Termination

The right to use the Software and Related Materials may be automatically terminated by Telvent without notice and without refund if Licensee fails to comply with any provision of this Agreement or contributes to any infringement of any proprietary rights in the Software or Related Materials. Upon termination of the Agreement, Licensee shall uninstall and return to Telvent the Software, Related Materials, including any whole or partial copies, codes, modifications, and merged portions in any form. Telvent may require that Licensee provide written certification that the Software has been uninstalled. All provisions which operate to protect the rights of Telvent shall remain in full force and effort after termination of the Agreement.

Article 7 – Assignment

Licensee shall not assign this contract or Licensee's rights hereunder without the prior written consent of Telvent. Any purported assignment without such consent shall be null and void.

Article 8 – Merger or Acquisition

Should Licensee acquire, be acquired by, or merge with another business entity after the date of execution of the Agreement, Licensee shall notify Telvent in writing within a reasonable time. Successor entities shall be subject to the terms of the Agreement or will be required to stop use and return all Software and Related Materials. A separate license agreement (or an addendum to this Agreement) may be required in order to cover additional licenses that may be required due to the merger or acquisition. Licensee will be responsible to update its Licensed Configuration to reflect current use of Software for license management purposes.

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Article 9 – Limited Warranty and Disclaimer

a. Limited Warranty. Telvent warrants the unaltered Software and media, under normal use, will conform substantially to the Related Materials and be free from defects in materials and workmanship for a period of ninety (90) days from the date of issue of the software download password or of the license file(s), whichever is first.

b. General Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, TELVENT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE TELVENT DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERUPTED, ERROR FREE, OR THAT THE SOFTWARE IS SUITABLE FOR USE IN FAULT-INTOLERANT OPERATIONS. ,

c. Data Disclaimer. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE QUALITY AND ACCURACY OF DATA USED IN CONJUNCTION WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT. TELVENT makes no warranty with respect to the Data. Without limiting the generality of the preceding sentence, Telvent does not warrant that the data will meet Licensee's needs or expectations, the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. Licensee should always verify its data including, but not limited to, map, spatial, raster, and tabular information, against its own records.

d. Exclusive Remedy. During the warranty period, Telvent's entire liability and Licensee's exclusive remedy shall be, at Telvent's option, to attempt to correct or work around errors, to replace the Software and Related Materials in accordance with the Telvent Maintenance and Support Policy, or to return the license fees paid and terminate the Agreement. Upon such termination, Licensee will uninstall and return the Software and Related Materials to Telvent and/or provide written certification that the Software has been uninstalled.

Article 10 – Software Maintenance

Telvent offers a one-year complimentary maintenance period that begins seven days from the date of issue of the Software download password or of the license file(s), whichever is first. Software maintenance and support beyond the complimentary period is available at the option of Licensee as specified in Telvent's Software Maintenance and Support Policy (please see https://infrastructurecommunity.schneider-electric.com/docs/DOC-1879 for specific terms of reference.) Software maintenance and support, whether during the complimentary maintenance period or during another time period covered under a paid maintenance period, consists of Software and/or Related Materials, updates, and access to technical support and other benefits specified in the most current applicable Telvent Maintenance and Support Policy.

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Article 11 – Limitation of Liability

    a. Disclaimer of Certain Types of General Liability. TELVENT SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT TELVENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

    b. Limitation of Liability. IN NO EVENT SHALL TELVENT'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO TELVENT BY LICENSEE FOR SOFTWARE AND/OR RELATED MATERIALS PURSUANT TO THIS AGREEMENT.

Article 12 – Indemnity Against Infringement

    a. Indemnification. Telvent, at its own expense, shall defend and indemnify Licensee from all claims that the Software and Related Materials furnished under this Agreement infringe a U. S. Copyright, provided that Licensee gives Telvent prompt written notice of such claims and permits Telvent the sole right to control the defense of all such claims and provides Telvent all reasonable cooperation.

    b. Remedies. As to any Software and Related Materials that are or in the opinion of Telvent may become subject to a claim of infringement, Telvent, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make them non-infringing. If neither of such alternatives is commercially practical, the infringing items shall be returned to Telvent and Telvent's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

    c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Software and Related Materials or breaches this Agreement in any way, Telvent will not indemnify nor defend Licensee from any infringement claim resulting from the unauthorized modifications or alterations. Licensee, at its own expense, shall defend and indemnify Telvent from all claims, damages, legal fees, and costs of whatsoever kind or nature arising out of any infringement in connection with Licensees performance of such modification or alteration to the Software and Related Materials.

THIS SECTION STATES TELVENT'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

Article 13 – Confidentiality

a. Confidentiality Requirement. Licensee acknowledges that the Software and Related Materials constitutes the proprietary and confidential information of Telvent. Without the prior written approval of Telvent, Licensee shall not disclose any confidential information to any third party or allow any person to have access to the Software and Related Materials or any portion thereof except for such of its employees and Contractors who:

   (i) need access to such information for purposes related to their employment with Licensee;
   (ii) have been informed of the Licensee's obligation of confidence under this Agreement; and
   (iii) are subject to either a binding and enforceable agreement with Licensee to be bound by such obligation of confidence or a written agreement of confidentiality directly with Telvent.

c. Exceptions. The obligations of this provision shall not apply to information:

   (i) which was in Licensee's possession without any obligation of confidentiality prior to the disclosure thereof by Telvent to Licensee and was not acquired by Licensee directly or indirectly from Telvent;
   (ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Licensee;
   (iii) which Licensee receives without any obligation of confidentiality from a third party who is rightfully in possession of such information; or
   (v) which Licensee is required by law to disclose.

d. Remedies for Breach. Licensee acknowledges and agrees that disclosure of any of the confidential information of Telvent would cause serious and irreparable harm to Telvent which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee of any of the provisions of this Agreement, Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach. Licensee shall immediately notify Telvent of any unauthorized possession, use or knowledge of Telvent's confidential information which becomes known to a responsible officer of Licensee.

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Article 14 – General Provisions

a. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable export obligations, restrictions, laws, regulations, or orders relating to the export of computer software or know-how relating thereto, and Licensee agrees to comply with all applicable export control restrictions. Telvent may supply the Licensee with technical data that is subject to export laws restrictions, and Licensee agrees to comply with all laws, regulations, and orders in regard to any export of such technical data.

b. Additional Software Licenses: Additional Software purchased by Licensee shall be governed by the terms and conditions of the Agreement and may be purchased without an amendment.

c. Severability: If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

d. No Implied Waivers: No failure or delay by Telvent in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Telvent.

e. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

f. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado without reference to conflict of laws principles.

g. Entire Agreement and Amendments: This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Signatures to follow on next page

ACCEPTED AND AGREED:
CITY OF ST. CHARLES, IL
(Licensee)

TELVENT USA, LLC
(Telvent)

By: _____

    Authorized Signature

By: _____

    Authorized Signature

Printed Name: _____

Printed Name:_____

Title: _____

Title:_____

Date: _____

Date:_____

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EXHIBIT 1
Registered Client Information

Client Name:

Ship Original Software To:

Address:

Primary Contact:

Mailing Address:

Email:

Telephone No.:

Fax No.:

Client's Contract Administrator's Name:

Address:

Bill To:

Address:

Telephone No.:

Fax No.:

Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:

1. Direct Pay Certification
   No. _____ and a copy of the applicable state documentation, or

2. A copy of your Tax Exemption Certificate.

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CONFIDENTIALITY AGREEMENT

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This Agreement is made between Telvent USA, LLC ("Company"[1]), with offices located at 4701 Royal Vista Circle; Fort Collins, CO and the City of St. Charles ("City"), with offices located at 2 E. Main Street, St. Charles, Illinois (each a "Party" hereto).

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RECITALS

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       WHEREAS, the City and Company may provide each other certain proprietary, confidential, non-public, or trade secret information.

       WHEREAS, the Parties wish to set out the terms under which each Party is willing to disclose such information to the other Party and upon which the Parties are willing and obliged to keep such information confidential.

NOW THEREFORE, the Parties agree as set out below:

1.0   **DEFINITIONS.** In addition to those words defined above, the following words shall have the meanings set forth below.

1.1   **CONFIDENTIAL INFORMATION** means all documents or information disclosed or made available by the City and the Company in connection to:

1.1.1   opinions expressed or policies or actions that are formulated, including, but not limited to, preliminary drafts, notes, recommendations, memoranda and other records, as well as technical information provided by either Party or technical information related to the security systems of the City, including physical and logical access controls and computer networks, or the security of other records which are exempt from disclosure under the Illinois Freedom of Information Act, in addition to other state and Federal exemptions, as may be applicable;

1.1.2   all Personal Identifying Information (PII). Personal identifying information is staff, contractor, or customer information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual;

1.1.3   medical or health records, and personnel information;

1.1.4   documents, including:

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[1] Whenever the word "Company" is used herein, it shall be deemed to be defined to include all current and former employees, agents and representatives of the Company.

(a)   any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book of account and information recorded or stored by means of any device pertaining to the Parties and/or any of its information technology or other systems and marked "Confidential" or "Proprietary.";

(b)   technical data, research, products, financial information, plans or strategies, forecasts or forecast assumptions, business practices, operations, procedures or services related to the Parties and/or any of its information technology or other systems and marked "Confidential" or "Proprietary.";

1.2   SUBSIDIARY OF A PARTY means any corporation or individual that is controlled by the Party, and refers to a direct or indirect subsidiary of the Party.

2.0   AGREEMENT

2.1   Each party agrees:

(a)   to use the same means it uses to protect its own confidential information to maintain the secrecy and confidentiality of the other Party's Confidential Information,

(b)   except as provided in Sections 2.1(d), 2.2 and 2.4, not to disclose any Confidential Information to a third party without the prior written consent of the Disclosing Party,

(c)   not to use any Confidential Information for any purposes other than providing bids, quotes, or negotiation and fulfillment of a Contract,

(d)   only to disclose the Confidential Information to its directors, officers, employees, agents and advisers (collectively called "Representatives") who have a need to know the information for the creation of bids, quotes, or for the negotiation or fulfillment of a Contract (it being understood that the Receiving Party shall inform such Representatives of the confidential nature of that information and the obligation of confidentiality undertaken by the Receiving Party hereunder, and shall direct such Representatives to treat that information confidentially in accordance with the terms of this Agreement),

(e)   to take reasonable steps to prevent its Representatives from acting in a manner inconsistent with the terms of this Agreement, and

(g)   Maintain the confidentiality of computer system passwords. The following actions by either Party will be considered a violation and breach of this Agreement:
* Disclosing a password to another person.
* Using another person's ID or password, with or without that person's knowledge or consent.
* Using access to shared computer facilities for other than services hereunder.

Any ID that is assigned will be provided with a level of access that is adequate to perform services hereunder. Attempts by either Party to access information that are outside these bounds will be considered a violation and breach of this Agreement.

(h)   to establish information security standards requiring that reasonable measures be implemented that are designed to:

1)   Ensure the security and confidentiality of any of City's confidential information in your possession or control;

2)   Protect against any anticipated threat or hazards to the security or integrity of this information;

3)   Encrypt any PII data stores that reside on portable media or devices, such as laptops, thumb drives, external hard drives or CDs;

4)   Protect against unauthorized access to or use of this information that could result in substantial harm or inconvenience to any staff, contractor, or customer of the City; and

5)   Ensure the proper disposal of this information.

2.2   This Agreement does not impose any obligations on the Company with respect to its own Confidential Information. In addition, the obligations of confidentiality set out above do not apply to information that:

(a)   at the date of disclosure said information (in the same form in which the disclosure is made) has been published or has otherwise entered the public domain without a breach of this Agreement, or thereafter becomes generally available to the public without breach of this Agreement. If any of the information described as Confidential in Paragraph 1.1 above is alleged to have become public, before disclosing such information to any other person the Party so claiming will notify the City and obtain written confirmation that it is likewise the City's understanding that such Confidential Information has entered the public domain;

(b)   is independently developed or obtained by the receiving Party without breach of this Agreement. Prior to use of such information, the Company shall notify the City in writing if it intends to use or in any way reference or discuss Confidential Information which it believes has been independently developed or obtained by either of them without breach of this Agreement.

2.3   It is not a breach of this Agreement to:

(a)   disclose Confidential Information required to be disclosed by applicable law, regulation or court order in which event the receiving Party shall (unless affirmatively prohibited by such applicable law, regulation or court order) promptly notify the City in writing of the requirements for such disclosure and cooperate through all reasonable and legal means, at the City's expense, in any attempts by the disclosing Party to prevent or otherwise restrict disclosure of the Confidential Information.

(b)   Disclose any ideas, concepts, know-how, or techniques developed during the course of the Agreement by Company personnel or jointly by Customer and City personnel.

2.4   The Parties agree that certain Confidential Information may be subject to attorney-client work product or other privileges and that no disclosure hereunder is intended to waive any privileges applicable to any statement, document, communication, or other information disclosed pursuant to this Agreement. The receiving Party shall treat such Confidential Information accordingly.

3.0   NO WARRANTY

3.1   The Parties make no representations or warranties about the adequacy, accuracy, or suitability of the Confidential Information for any purpose. The receiving Party is responsible for making its own evaluation of such Confidential Information.

3.2   Each Party acknowledges that notwithstanding the execution of this Agreement, the Disclosing Party maintains the sole and absolute discretion to determine what, if any, information it will release to the Receiving Party or which it will allow the Receiving Party to use.

4.0   REMEDIES

4.1   The Parties acknowledge that a breach of this Agreement may cause serious and irreparable harm that may be difficult to ascertain. In the event of breach of this Agreement by either Party , the Party shall be entitled to obtain immediate injunctive relief in addition to any other rights or remedies it may have without proof of any actual or special damages and without the requirement to post bond or other surety in connection with any such injunctive relief. The prevailing Party shall be entitled to all reasonable attorneys' fees and costs incurred in such action or actions

5.0   RETURN OF INFORMATION

At any time the City may request the return or the destruction, of all tangible Confidential Information previously delivered to the Company. Upon receipt of such request, all such Confidential Information, including without limitation any copies, summaries or compilations of such information, still in the Company's possession or under its control shall be promptly returned or destroyed, as requested.

6.0   MISCELLANEOUS

6.1   The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and the Company's duty to hold Confidential Information in confidence shall remain in effect until the City notifies it in writing that such information no longer

qualifies as Confidential Information or sends the Company written notice releasing it from this Agreement, whichever occurs first.

6.2   This Agreement may be modified only in a document signed by the Parties.

6.3   No party shall assign, transfer, convey, or otherwise dispose of its rights, title, or interest in or to this Agreement or any part thereof without the previous written consent of the other Parties.

6.4   This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of laws provisions and is treated in all respects as an Illinois contract. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

6.5   If any provision of this Agreement is held to be invalid, illegal, or unenforceable, all other provisions will, nevertheless, continue in full force and effect.

6.6   This Agreement inures to the benefit of the Parties and is binding upon their respective successors and assigns.

6.7   The Parties agree that this Agreement:

(a)   is the complete and comprehensive statement between the Parties about the protection of the secrecy or confidentiality of the Confidential Information; and

(b)   supersedes all discussions and other communications, whether written or verbal, between the Parties related to the protection of the secrecy or confidentiality of the Confidential Information.

6.8   The provisions of this Agreement shall survive the completion of the Purpose as defined herein.

6.9   This effective date of this Agreement ("Effective Date") shall be the last date on which either of the Parties hereto execute this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates indicated below and acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

CITY OF ST. CHARLES   **TELVENT USA, LLC**

By: _____   By: _____
(Signature)   (Signature)

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Professional Services Agreement
Task Order 1

In accordance with the terms and conditions of the Agreement (Effective Date of _____) between City of St. Charles, IL (Client) and Telvent USA, LLC (Contractor), this Task Order authorizes delivery of the Services described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: See attached scope entitled, "Fiber Manager Implementation."

2. Contract Type (FFP or T&M): Fixed Price.

3. Total Task Order Value: $64,865.00 to be paid in accordance with the following milestone schedule.

Milestone #	Task #	Description	Cost
1	1, 2	Project Initiation; Analysis and Deisgn	$18,889.00
2	3-4, 5	Installation and Configuration; Test Planning	$23,326.00
3	6, 7, 8	Testing; Training; Go-Live	$22,650.00
		Total	**$64,865.00**

4. Delivery Schedule or Start/End Date(s) for Each Deliverable: See attached scope of work.

5. Special Considerations: None

6. Contractor Project Manager:
    Client Project Manager:

    ACCEPTED AND AGREED:

    City of St. Charles, IL   TELVENT USA, LLC
    (Client)   (Contractor)

    Signature: _____   Signature: _____

    Printed Name: _____   Printed Name: _____

    Title: _____   Title: _____

    Date: _____   Date: _____

Scope of Work

Fiber Manager Implementation

Prepared for:

City of St. Charles, IL

Proposal Date: 6/24/2016

Schneider Electric

4701 Royal Vista Circle

Fort Collins, CO 80528

Contact: Joe Linzmeyer

Phone: (970) 214-2671

www.schneider-electric.com

joe.linzmeyer@schneider-electric.com

Telvent USA, LLC is a wholly owned subsidiary of Schneider Electric Holdings, Inc., operating under the Schneider Electric brand, while maintaining the legal name of Telvent USA, LLC.

Telvent USA, LLC maintains its headquarters at 4701 Royal Vista Circle; Fort Collins, CO 80528

Introduction

Telvent USA, LLC (Schneider Electric) is a Schneider Electric company formed under the laws of the State of Delaware. Schneider Electric is pleased to provide to the City of St Charles, IL (City) this Scope of Work for the implementation of Fiber Manager.

Key Project Assumptions

This scope of work is based upon the following key assumptions:

- The City will standardize on ArcFM and ArcGIS 10.2.1 as the platform version for ArcFM Fiber Manager.

- Schneider Electric will apply standard ArcFM & Fiber Manager configurations to the datasets including favorites, field properties, AutoUpdater assignment, model name assignment, stored displays, page templates, and standard symbology.

- This scope of work is for the implementation of OOTB Fiber Manager. The City will leverage the OOTB functionality and reports. A change order will be required should the City wish to modify any of the OOTB functionality of ArcFM and Fiber Manager.

- The City will use a standard ArcFM and Fiber Manager dataset for the fiber datasets.

- Desktop client machines must meet the following specifications:

    o ArcGIS Desktop 10.1 SP1 or later is installed

    o Have access to the Operational and Base map services detailed above

    o .NET 4.5 (full) is installed

    o Excel 2010 or higher is installed

Project Management

Schneider Electric will report to the City project manager. Specifically, Schneider Electric project management will include:

- Manage the Schneider Electric portion of the project on a day-to-day basis

- Define and manage a project constraints and schedule with the City's project manager

- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to City 's project manager

- Identify and manage all change management related issues or items with the City's project manager

- Conduct bi-weekly project conference calls or on-site meetings with City to identify, assign responsibility, and resolve issues that may arise during the project. The conference call will also provide a mechanism for reviewing the overall status of the project. Meeting minutes will be distributed by Schneider Electric.

- Weekly summary report detailing the week's activities and upcoming tasks.

- Preparing monthly-weekly project reports that include:

    o A summary of the overall status of the project, percent complete, milestone list, etc.

    o A schedule update, and Schneider Electric's expectations for on-time project completion

    o A summary of completed tasks, percent completed according to the schedule

    o A summary of tasks currently underway and a description of their status

    o Upcoming near term tasks that need to "hit the radar screen"

    o Issues requiring attention

    o Open items not resolved from previous meeting

    o Potential risks to the project and recommendations for resolution

Proposed Services

1   Project Initiation

1.1   Remote Project Kick-Off Meeting

Schneider Electric will lead a two (2) hours of remote Project Kick-off Meeting with the City.

Schneider Electric and the City teams will review the drivers & goals of the project to confirm the objectives and ensure that all teams are working toward them together. Schneider Electric will review the scope of work and the project plan and discuss the requirements, tasks, deliverables, timeline, and project team (Schneider Electric and City) responsibilities. The team will also cover the administrative framework for managing the project. Project controls such as communication protocols, business processes, and change control processes will also be defined during this task.

The following agenda will be reviewed during the call:

- Introduce Schneider Electric and City team members
- Review the Scope of Work, project plan, and project activities
- Review deliverables
- Confirm the work schedule and project delivery approach (parallel tasks vs. serialized execution)
- Discuss and define all City and Schneider Electric responsibilities required to complete the project
- Identify the names & roles of specific team members
- Review change control procedures
- Review project log & escalation procedures
- Review Project communication protocols
- Identify project status reporting procedures and frequency
- Identify project risks and issues, and plan mitigation where appropriate.

Schneider Electric Deliverable:
- Lead the two (2) hour remote WebEx based Project Kick-off Meeting

City Responsibilities:

- Ensure attendees are invited in advance and are present during the meeting
- Be prepared to assign project roles as noted above

2 Analysis and Design

2.1 Configuration Requirements

Schneider Electric will lead a three (3) business day onsite session at the City to finalize the requirements for configuring OOTB Fiber Manager. The following tasks will be completed during this trip:

- Review of the City's System Architecture – 1 Day
- Define the OOTB Configuration Requirements for Fiber Manager – 2 Days

The workshops will focus on the following key areas:

- Review the City's current system architecture
- Identify all the Roles required for Fiber Manager based on the City's workflow
- Identify the Px Tasks that can accessed by each Role
- Identify Px Subtasks that make up each Px Task
- Construct each task from constituent subtasks and establish state transitions for Px sessions

Upon completion of the workshop, Schneider Electric will draft a Fiber Manager Configuration Requirements Document. This document will be used by Schneider Electric to setup process framework and accepted alternatives to geodatabase class extensions during the software implementation phase of this project. The document will be submitted to the City for review and approval. The City will have up to five (5) days to review and approve the specification document.

The configuration of Fiber Manager at the City cannot begin until this document is approved.

Schneider Electric Deliverable(s):
- Lead the three (3) day onsite workshop
- Draft and final versions of the Fiber Manager Configuration Requirements Documentation

Esri Responsibilities:
- Ensure appropriate City participation in the workshop
- Review and approve the Configuration Requirements Documentation

3 Development

3.1 Establish Development Environment in Ft. Collins

A development environment will be established in the Schneider Electric office in Ft Collins, CO. This environment will be used to setup and test the approved Fiber Manager configuration defined in Task 2.1 and to develop the reporting requirements defined in Task **Error! Reference source not found.**.

Schneider Electric Deliverables:
- Establish the development environment

City Responsibilities:
- None

3.2   Install, Configure, and Test Fiber Manager Configurations

Schneider Electric will install and configure Fiber Manager in the Schneider Electric Development Environment. Schneider Electric will test and validate the applications as per the approved configuration specification developed in Task 2.1 prior to the Installation and configuration at the City.

Schneider Electric Deliverable(s):
- Install, configure, and test

City Responsibilities:
- None

Task Assumptions:
- The configuration document defined in Task 2.1 must be approved before this task can begin.

4   Installation and Configuration

During this project phase, Schneider Electric will install and configure OOTB ArcFM and Fiber Manager in the City's production environment. These tasks will be completed through a combination of onsite and remote support over a period of 15 business days.

4.1   Fiber Manager Installation and Configuration

4.1.1   Create and Configure Geodatabase

Schneider Electric will create a File-based Geodatabase with a Fiber Dataset that is in the City-provided coordinate system. Schneider Electric will then apply a standard ArcFM Fiber configuration to the dataset. The configuration will include all favorites, field properties, AutoUpdater assignment, model name assignment, stored displays, page templates, and standard symbology that are provided in the Schneider Electric ArcFM Fiber sample database.

No data model or configuration changes, other than minor domain value changes, will be made by Schneider Electric to the City's Fiber Geodatabase.

Schneider Electric Deliverable(s):
- A Fiber Geodatabase using the City coordinate system created from the ArcFM Fiber Manager data model and configured with the ArcFM and Fiber sample database configuration.

City Responsibilities:
- Provide Schneider Electric with the City coordinate system

4.1.2   Installation and Configuration

4.1.2.1   Install Fiber Manager and the Geodatabase

Schneider Electric will travel to City and perform an installation of ArcFM Solution software including the Fiber Manager extension, on up to two (2) workstation computers on the City's system, along with moving the City Fiber Geodatabase into the appropriate ArcGIS Server geodatabase.

Once installed, Schneider Electric will test the system to ensure that the workstation computers can access the Geodatabase and verify that core functionality will work. Schneider Electric will update the

pre-configured Stored Displays to ensure that the data sources for the GIS layers in the map display are fixed to point to the new Geodatabase location.

Schneider Electric Deliverable(s):
- Installation services of ArcFM Solution software for two (2) workstations.
- Installing the ArcFM geodatabase in the ArcGIS Server instance.
- Verification of the installation.

City Responsibilities:
- Provide access to the City workstation computers and the network file locations.
- Participate in the installation and verification process to gain knowledge about the ArcFM system.
- Ensure ArcGIS Server instance is installed and ready for data loading.

4.1.2.2   Onsite Data Editing and Configuration Settings Knowledge Transfer

Following the software installation and verification, Schneider Electric will lead a two (2) day Fiber data editing/entry/configuration workshop with GIS personnel. The workshop will be a hands-on exercise using actual City data and will be designed to re-enforce, but not replace, any user training the City personnel would receive.

The workshop will provide:

- Step-by-step instruction on retracing Fiber Cables using Favorites (once they are created) on the existing geometry Fiber cables for OH cables.
- Step-by-step instruction on building a fiber circuit in ArcFM starting by drawing a fiber cable in the map, placing a patch location, splice points, slack loops, and fiber faults. The workshop will also demonstrate the use of the Connection Manager to enter the connection information.
- Demonstration of the ArcFM Attribute Editor to correct attributes of features already placed in the system.
- Schneider Electric will demonstrate how to leverage the editing productivity tools within ArcFM such as the ArcFM Target tab, ArcFM favorites, composite favorites, & templates, create new favorites & composite favorites from existing features, the ArcFM Snapping Manager, and the ArcFM QA/QC tools.
- Additional instruction on editing the symbology of an existing Fiber stored display to more closely match City existing map products.
- Additional instruction on creating a new Fiber stored display to meet specific City data viewing requirements.
- Additional instruction on modifying an existing Page Template to adjust the map surround to meet specific City needs.
- Additional instruction on modifying domains in the fiber data model through ArcCatalog.
- Additional instruction on creating new favorites for patch locations, devices and fiber optic cables.

Schneider Electric Deliverable(s):
- Two (2) day onsite workshop presenting and using the ArcFM data editing and configuration tools following a step-by-step process to create & maintain fiber data in the ArcFM Solution.

City Responsibilities:
- Participate in the workshop, performing the data entry and editing work, under the direction of Schneider Electric.

4.2   ArcFM Server and Wavepoint Implementation

4.2.1   Install & Configure Hardware

This is a City task. The City will install and test the required hardware and operating system software to support ArcGIS and ArcFM Server/Wavepoint.

Schneider Electric Deliverable(s):
- None

City Responsibilities:
- Install and test hardware and operating system software

4.2.2   Install ArcGIS Server and ArcFM Server

In this series of tasks, Schneider Electric will install the necessary ArcGIS and ArcFM Server 10.2.1 software in the Windows 2008 Server environment at City.

Schneider Electric Deliverable(s):
- Installation ArcFM Server, and verify the existing configuration of IIS to support ArcGIS Server on the web server.

City Responsibilities:
- Provide access to City computers and databases as required to support the installation and testing.
- Provide database administration support to determine and configure the required user accounts and privileges.

Task Assumptions:
- City will ensure the computing environment is ready for software installation and use. This includes ensuring all core software components, such as ArcFM Server, and ArcGIS Server have the necessary licensing to support installation of ArcGIS Server on a web server.
- City will provide a sufficient computing environment to support the anticipated users of the system.

4.2.3   Perform ArcFM and Wavepoint Configuration

Schneider Electric will install the necessary ArcFM Server server-side and client-side configurations to support ArcFM Server and Wavepoint.

Schneider Electric will configure the following:

- Configure IIS
- Add the Wavepoint SOE to the ArcGIS Server Manager
- Ensure the correct operation of ArcFM Server and Wavepoint in the City environment
    - Ensure the table names and aliases in the City geodatabase do not use any of the following special characters: & @ * $ ' " ; : / \ < > { } [ ] % ^ #.
    - Verify that all tables in the geodatabase have a field (e.g., ObjectID) with a data type of OID. (Note: This field must contain a unique value for each feature.)
- Configure Field Visibility
- Configure Primary Display Fields
- Configure Subtypes
- Modify the Web.config parameters (post map service publication)

Schneider Electric Deliverable(s):
- Configure ArcGIS Server, ArcFM Server, and Wavepoint
- Produce process document outlining configuration steps

City Responsibilities:
- Provide access to City web server environment to Schneider Electric resources

4.2.4 Publish Map Service

Schneider Electric will create a map service for Wavepoint based upon the map document provided by City. City may provide a single map document with group layers and fiber data symbolized. Schneider Electric will define, configure, and run the caching process on the published map service as well.

Schneider Electric Deliverable(s):
- Publish map/data service based on City's map document
- Use both ArcMap and the Esri Server Manager application to test map service.
- Produce process document outlining steps necessary to publish service
- Analyze and document map cache requirements.
- Schneider Electric to create cache for published map service
- Produce process document outlining steps necessary to cache services

City Responsibilities:
- City to provide relevant map document.
- City to provide guidance on cache scales required
- Plan for data grid considerations, primary display, and field visibility settings in advance of Map Service publication.

Task Assumptions:
- Security and permissions have been configured to allow ArcGIS Server accounts access to necessary data sources.

5 Test Planning

Schneider Electric will provide the City an OOTB Fiber Manager Test Plan. The Test and Acceptance Plan will be used to structure and guide all testing activities. The plan will describe the Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) conditions, test phase entry and exit criteria, test procedures and final acceptance criteria that Schneider Electric and City will use to determine if the project has accomplished its objectives.

The City will review the draft and provide written comments to Schneider Electric within five (5) business days or less. Schneider Electric will incorporate the changes, as appropriate, and deliver a final version to City.

The City will be responsible for developing the associated test cases/scripts that will be executed as part of the Test and Acceptance Plan. A draft of these will be provided to Schneider Electric for review. Schneider Electric will have five (5) business days to review the test scripts and provide feedback to City. City is responsible for providing written acceptance of the final Test and Acceptance Plan document within three (3) business days or less of receipt.

Test and Acceptance Plan approval must occur ten (10) days prior to the start of the testing phase. Testing cannot commence unless both Schneider Electric and the City have approved the plan.

Schneider Electric Deliverable(s):

- Provide an OOTB Test and Acceptance Plan
- Review and provide feedback on the Client changes
- Review and approve client test scripts

City Responsibilities:
- Review the draft Test and Acceptance Plan document within five (5) business days
- Develop Test Scripts to reflect the testing requirements for the solution to be deployed
- Review and approve Test Plan documents

6   Testing

6.1   Remote Factory Acceptance Testing (FAT)

Schneider Electric will conduct a remote Factory Acceptance Testing in City's environment installed in Task 4. This testing will include Fiber Manager. Testing will be completed as per the approved Test and Acceptance Plan created in Task 5.

Factory Acceptance Testing is expected to be completed during a two (2) business day period that includes issue resolution and regression testing tasks. The Schneider Electric team will fix all P1 and P2 defects, as required, and update the Responder and Responder Integration Framework software as necessary. If no issues are identified on the basis of compliance with the revised and approved Master Test plan(s), FAT will be considered complete.

Schneider Electric Deliverable(s):
- Remote Factory Acceptance Testing
- FAT Defect report
- Defect resolution report

City Responsibilities:

- Development environment support as required (IT and/or business)
- Remote availability for regression testing of resolved FAT defects

6.2   Site Acceptance Testing (SAT)

Upon completion of Factory Acceptance testing, and installation of all code or data changes required to resolve all P1 and P2 defects identified as part of FAT, City and Schneider Electric will jointly test the developed system to verify it functions in accordance with the approved Master Test Plan(s).

The City team members shall record any issues discovered during testing in the issue tracking system. Schneider Electric will provide a resolution for all discrepancies and will resolve all Critical or High issues before completion of user acceptance testing and provide installers should the resolution require a new installer to be created.

When the City testing team finds a discrepancy they believe is a software defect, they will first attempt to validate the discrepancy by reproducing the discrepancy before reporting it to Schneider Electric. Schneider Electric will work to validate the discrepancy. If Schneider Electric can validate the discrepancy, it will be recorded as a defect and classified as one of four defect priority levels (reference the descriptions in the table below).

If Schneider Electric cannot validate the discrepancy, Schneider Electric will ask the City testing team to either provide more information or to demonstrate how and where the discrepancy occurs. Based on this information, Schneider Electric will work further to identify the source of the discrepancy. Schneider Electric may determine that the discrepancy is not a custom component or application problem but instead a problem with data loading, non-application software, the network, an operator's use of the system, or a misunderstanding about how the system's business rules work.

If Schneider Electric cannot replicate a reported discrepancy, or if the City testing team cannot demonstrate it, or if it is determined by Schneider Electric that the discrepancy has another cause not related to the Schneider Electric supplied application software, then Schneider Electric will notify the City testing team that the problem is not a software defect and identify the cause of the defect. If appropriate, Schneider Electric will recommend an action to take, or an acceptable workaround.

Severity	Description
1 Critical	A Severity 1 defect means that the application or process does not work as defined in the approved Design Document and the application or process is stopped with no work around. The defect(s) may affect multiple users on frequently used functions.
2 High	A Severity 2 defect is less severe than a Severity 1 defect, but is the result of a significant problem(s). The defect severely impairs the process and reduces user productivity. No work around has been identified by Schneider Electric. It could be a major problem, which affects a limited number of users or affects functionality not needed on a daily basis.
3 Medium	A Severity 3 defects means that the process has been impaired but has an Schneider Electric recommended work around. The user is able to function near the expected productivity level. Internal geodatabase structures are accurate and maintain their integrity.
4 Low	A Severity 4 defect does not have a significant impact on the process and reflects a minor problem(s).

During SAT, Schneider Electric will fix defects as required and issue new releases to City. If no issues are identified on the basis of compliance with the accepted Test and Acceptance plan criteria, SAT will be considered complete and City will be responsible for providing written acceptance of the delivered applications. Site Acceptance Testing must be approved prior to Cut-Over and Go-Live activities.

The Site Acceptance Task is expected to be completed during a four (4) business day period that includes onsite support for testing, issues resolution and regression testing.

Schneider Electric Deliverable(s):
- Provide on-site Site Acceptance Testing support to City for up to four (4) business days
- Provide remote issues resolution and regression testing support for up to four (4) business days
- Provide updated installer and configuration files where required

City Responsibilities:

- Test Fiber Manager using the test plans defined in this SOW (IT and/or business)

Task Assumptions:

- City will provide the appropriate support staff (IT and/or business) if Schneider Electric discovers issues pertaining to the environment or user permissions.

7   Training

The City user training will be completed before Site Acceptance Testing.

7.1   Working with Fiber Manager

This three (3) day training class is designed to give City personnel a chance to work with the Fiber Manager Tools and will provide the foundation needed to effectively use the Fiber Manager Software extension to ArcFM. The Working with Fiber Manager Course will familiarize participants with the tools that provide an integrated environment for sketching in Fiber features and connecting and relating the appropriate facilities. Class participants will learn how to maintain fiber data, create favorites for sketching ease, trace fiber and also create fiber reports and schematics. These diverse topics will be covered in detail during a series of progressive lectures, demonstrations, hands-on exercises, and work scenarios. By the end of the course, participants will understand the full functionality of the Fiber Manager extension and how it can best be used within a utility-specific context.

Included in this course:

- Exploring fiber data symbology
- Session Manager
- Creating Feature Favorites for ease in sketching
- Using the Connection Manager for Splice Points, Splitters and Devices
- Fiber Tracing
- Creating fiber reports and schematics
- Creating, enhancing and printing maps

Schneider Electric Deliverable(s):

- Three (3) day onsite Working with Fiber Manager training class for up to eight (8) attendees

City Responsibilities:

- Ensure the appropriate participation from St Charles
- Provide the hardware and meeting space required for the workshop including training machines and overhead projector
- Have appropriate software installed on training computers

8   Go-Live

This milestone task identifies when the City end users begin performing edits within the Fiber Manager. Site Acceptance Testing must be completed and approved prior to the start of this project phase and production support activity.

8.1   Remote Post Roll-Out Support

Schneider Electric will provide up to 20 hours of remote support over a 10 day period to the City for production roll-out of Fiber Manager. This support is intended to provide the City end users with a person that can assist with any questions in the use of the Fiber Manager system and City administrators with a person to assist with any Production configuration questions or issues.

Schneider Electric Deliverables:
- Provide up to 20 hours of post implementation remote technical support for up to 10 days to the City for Fiber Manager

St Charles Responsibilities:
- Complete the installation and configuration of the City Production Environment
- Provide DBA level access for Schneider Electric to perform database specific tasks, as required

Task Assumptions:
- The City will resolve all third party application and or hardware related issues.
- Site Acceptance Testing must be approved by the City before this task can begin.

Quote:

Date:	24-Jun-16	
Quote Number:		0
To:	City of St. Charles	

Receiving Party: City of St. Charles

We are pleased to submit the following Fixed Price Quote for:

Fiber Manager Implmentation

PROPOSED SERVICES

TASK ID	TASK DESCRIPTION	COST
1	Project Initiation	$5,061
2	Analysis and Design	$13,828
3-4	Installation and Configuration	$19,230
5	Test Planning	$4,096
6	Testing	$11,441
7	Training	$6,697
8	Go-Live	$4,512
	TOTAL SERVICES COSTS:	**$64,865**

Quote is valid for: 60 days

All rates and costs are quoted in US Dollars and will be billed in US Dollars.

Quote is inclusive of all travel and living expenses for on-site work.

All prices are based on Telvent USA LLC's standards for services, and do not include taxes, duties, levies or fees.

This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

This offer is limited to the terms and conditions of Telvent USA LLC's Standard Services Agreement.

Estimate does not include the cost of any third party software required to perform the services.

The pricing contained in this quotation is based upon Telvent USA LLC's standard terms and conditions and Telvent USA LLC's experience with similar projects. The schedule and price are subject to change based upon the terms and conditions in the final agreement.

Quote Provided by: Mike Coles