



Statement of Work: Schedule B – Scope and Investment for City of Redmond, Washington

Date: September 11, 2024



Attention:

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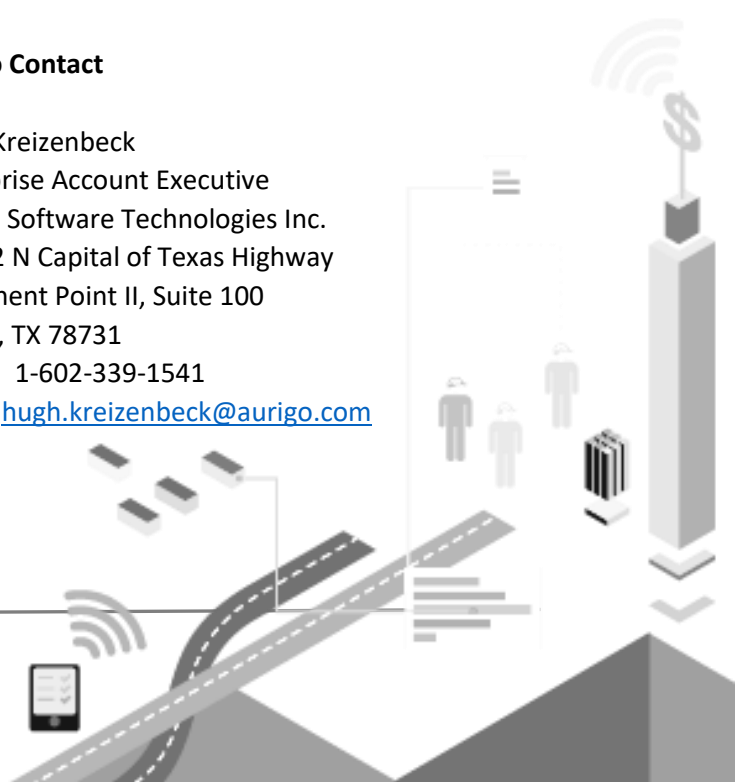




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1 Purpose

This **Statement of Work: Schedule B – Scope and Investment** ("SOW") is between Aurigo Software Technologies, Inc. ("Aurigo") and City of Redmond, Washington ("Client"). This SOW incorporates by reference the terms and conditions of the Service Subscription Agreement ("SSA") between Aurigo and Client. In the event of an inconsistency between the terms of this Statement of Work and the SSA, the terms of the SSA shall control.

The purpose of this **Statement of Work: Schedule B – Scope and Investment** document is to provide the Client with the investment and scope to implement Masterworks for the Client.

2 Investment Summary

The following details the investment for the Client for the implementation and subscription of Masterworks.

Annual Software Subscription

| Subscription Item | Subscription Detail | Annual Price |
|-----------------------------------|---|----------------------|
| Aurigo Masterworks Cloud | Products: <ul style="list-style-type: none"> • Aurigo Masterworks Cloud Platform • Masterworks Capital Planning • Masterworks Construction Project Management • Data Link • Mobile | \$ 131,640.00 |
| Aurigo Gold Support | | \$ 19,746.00 |
| Total Annual Subscription: | | \$ 151,386.00 |

Implementation and Development Services

| Subscription Item | Subscription Detail | Services Price |
|--|--|----------------------|
| Masterworks Implementation, Setup, Deployment and Training | Per the Implementation Services Scope section below | \$ 161,012.00 |
| Integrations | Per the Integration Services section below | \$ 19,040.00 |
| Total One-Time Implementation: | | \$ 180,052.00 |

5 Year Total Cost of Ownership Investment

| Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Subtotal |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Masterworks Subscription | \$131,640 | \$135,589 | \$139,657 | \$143,847 | \$148,162 | \$698,895 |
| Gold Support | \$19,746 | \$20,338 | \$20,948 | \$21,576 | \$22,223 | \$104,831 |
| Implementation Services | \$35,494 | \$144,558 | - | - | - | \$180,052 |
| <i>Subtotal by Year</i> | <i>\$186,880</i> | <i>\$300,485</i> | <i>\$160,605</i> | <i>\$165,423</i> | <i>\$170,385</i> | |
| Total Investment (5) Years | | | | | | \$983,778 |

Payment Terms:

- Contract Term** – The contract term is two (2) years with successive one (1) year auto-renewals. All pricing specified in this SOW is subject to change after the expiration of the initial contract term.
- Annual Software Subscription** - The annual software subscription is due upon contract signing of this Schedule B and every anniversary date thereafter. The Annual Subscription is subject to a 3% increase after year 1 of the contract.

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3. **Travel and Expenses** - Travel expenses and course material reproduction (if requested) are not included in the investment. Aurigo will follow the Client's travel policy. These expenses will be billed as incurred as actuals.
 - a. The Client Project Manager may request Aurigo travel onsite as long as there are no Aurigo or government travel restrictions in place.
 - b. Aurigo Project Manager to request travel authorization from the Client before any Aurigo staff travel onsite as long as there are no Aurigo or government travel restrictions in place.
 - c. Aurigo travel expenses to be invoiced monthly, with attached receipts, and reimbursed by the Client
 - d. Aurigo will comply with the Client's Travel Policies. Travel costs will be reimbursed based on actual expenses limited by Federal Travel Regulations (FTR) and the CONUS rate for the Client's State. The FTR breaks down meals and incidental expenses at its website: www.gsa.gov/mie. The first and last travel days are calculated at seventy-five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable.
 4. **Professional Service Milestone Payment Schedule** - Payment for Professional Services (e.g., implementation, integration, etc.) shall be invoiced and be due and payable as identified in section *3.1 Professional Services Milestone Payment Schedule*.

Pricing Notes:

1. **Annual Software Subscription** – The Annual Software Subscription is based on:
 - a. The annual software subscription investment for up to five hundred (500) named users (50 internal and 450 external).
 - b. A DocuSign ISV Embedded eSignature Plan is not included as part of the Client's subscription. Aurigo can provide a DocuSign ISV Embedded eSignature Plan consisting of unlimited user and 2,500 envelopes for an additional cost.
2. **Support** - The pricing specified in the proposal includes Aurigo's Gold Support Plan.
3. **Scope Assumptions** - The services quoted were calculated based on the requirements discussed with the Client and Aurigo's interpretation of those requirements. Any changes to the assumptions or requirements which extend the project duration will trigger the Project Change Control process.
4. **Change Control** - Any change to the agreed-upon project schedule or scope outside Aurigo's control and extending the project duration will trigger the Project Change Control process. All Change Orders will be provided based on annual billable additional service rates.

2.1 Professional Services Milestone Payment Schedule

| ID | Services Payment Milestones | Amount | Invoice Frequency |
|---|---|---------------------|---------------------------------------|
| 1 | Project and System Initiations: - Deployment of Masterworks base builds used during implementation for configuration, development, testing, and training - Project site setups - Team charter and project initiation | \$9,002.60 | On Completion |
| 2 | Project Management Services Status reports Project schedule maintenance | \$9,002.60 | 9 Monthly Payments of \$1,000.29 each |
| Project Planning Phase | | | |
| 3 | Baselined Project Schedule | \$9,002.60 | On Approval |
| 4 | Project Management Plan (PMP) | \$9,002.60 | On Approval |
| 5 | Requirements Traceability Matrix | \$9,002.60 | On Approval |
| 6 | Stakeholder Project Kick-off Meeting | \$9,002.60 | On Completion |
| Business Process Mapping Phase | | | |
| 7 | Business Process Mapping Workshop Plan | \$9,002.60 | On Approval |
| 8 | Business Process Mapping Workshop | \$14,404.16 | Monthly Progress |
| 9 | Functional Specifications 50% Complete | \$9,002.60 | On Completion |
| 10 | Functional Specifications 100% Complete | \$9,002.60 | On Completion |
| 11 | Technical Specifications 100% Complete | \$3,601.04 | On Completion |
| Solution Configuration | | | |
| 12 | 20% Configuration Complete | \$9,002.60 | On Completion |
| 13 | 40% Configuration Complete | \$9,002.60 | On Completion |
| 14 | 60% Configuration Complete | \$9,002.60 | On Completion |
| 15 | 80% Configuration Complete | \$9,002.60 | On Completion |
| 16 | 100% Configuration Complete – Ready for UAT | \$9,002.60 | On Completion |
| Solution Testing | | | |
| 17 | Test Plan | \$1,800.52 | On Approval |
| 18 | System Integration Testing | \$11,703.38 | On Completion |
| 19 | User Acceptance Testing | \$11,883.43 | On Completion |
| Training | | | |
| 20 | Training Plan | \$1,800.52 | On Approval |
| 21 | Training Material | \$3,601.04 | On Completion |
| 22 | Training Delivery | \$3,601.04 | On Completion |
| Services Payment Milestones Total: | | \$180,052.00 | |

3 Implementation Services Scope

| Deliverables | Scope | Scope Detail |
|---|---|---|
| ACM Deliverables | | |
| Project Planning | Deliverables to be provided as part of Project Planning. | <ul style="list-style-type: none"> - Kickoff Presentation - Project Management Plan (Lean Approach) - Project Schedule - Project SharePoint Site Setup - Requirements Traceability Matrix (RTM) Setup - Requirements Validation and Mapping (RVM) Sessions Plan |
| Requirements Validation Mapping (RVM) | Delivery and documentation of RVM sessions. | <ul style="list-style-type: none"> - RVM Sessions - Requirements RACI - Configuration Specifications - Risk and Issues Log (if applicable) - Feedback Log (if applicable) |
| Solution Configuration | Delivery of configuration solution. | <ul style="list-style-type: none"> - Configured Solution - Updated Feedback Log |
| Solution Testing | The setup, configuration and testing of the production, test and training environments. | <ul style="list-style-type: none"> - User Acceptance Testing (UAT) – Development of UAT environment, plan, testing, and results. - System Integration Testing – See section 3.1 Integration Services. - Data Migration Testing – See section 3.2 Data Migration Services |
| Training | Training material development and training delivery. | The training deliverables are identified in the Training and Warranty Services section below. |
| Production Release | | <ul style="list-style-type: none"> - Deployment Plan - Post Go-Live Support Plan |
| Project Closeout and Transition to Support | | <ul style="list-style-type: none"> - Lessons Learned - Transition to Support - Client Acceptance |
| Project Management Services | | |
| Project Management | Project Management services to manage the implementation from contract execution through the Warranty period. | <ul style="list-style-type: none"> - Primary project point-of-contact - Project schedule and status Reporting - Issue and Change Management |
| Environment Provisioning and Configuration | | |
| Masterworks Environments | Environments are set up and configured for use by the Client. | All environments to be delivered are in section 3.3 – Masterworks Environments . |

| | | |
|--|---|---|
| <p>Templates</p> | <p>Provisioning of the best practice out-of-the-box library templates.</p> | <p>Preconfigured libraries to be provided:</p> <ul style="list-style-type: none"> - Business Units (Divisions) - Budget - Contract - Project Management - Calendar - Documents - Vendors - Phases |
| <p>System Services</p> | | |
| <p>User Administration</p> | <p>Provisioning of the best practice out-of-the-box roles and permission settings. System Administrator training will present how to manage User Administration (e.g., new users, new roles, etc.).</p> | <p>Any additional configuration changes are to be performed by Client designated System Administrators.</p> |
| <p>Core Business Processes</p> | <p>Provisioning of the best practice out-of-the-box business processes. Each business process (listed in the next column) consists of a preconfigured Form. Most forms have a preconfigured workflow for submission and approval routing. These core business processes cannot be edited.</p> | <p>Project Level:</p> <ul style="list-style-type: none"> - Budget Estimates - Budget Estimate Revision - Forecasts - Engineers Estimate Details - Contract Details - Contract Forecast - Contract Change Order - Pay Estimates - Asset Checklist - User Management - Document Management <p>Contract Level:</p> <ul style="list-style-type: none"> - User Management - Document Management <p>Planning Level:</p> <ul style="list-style-type: none"> - Planned Project - Fund Plan - Program - Master Program |
| <p>Planning and Construction Management Business Processes</p> | <p>Provisioning of the best practice out-of-the-box business processes. Each business process consists of a preconfigured Form. The business process forms are configurable.</p> | <p>Enterprise Level:</p> <ul style="list-style-type: none"> - Global Fund List - Fund Transaction <p>Project Level:</p> <ul style="list-style-type: none"> - Project Phases - Project Fund List - Project Fund Transaction - Project Fund Rules |

| | | |
|---|---|--|
| | | <ul style="list-style-type: none"> - Purchase Order - Expenses - Request For Information - Minutes of Meeting - Risk Register - Submittals - Submittal Package - Transmittals - Daily Progress Report - Item Posting - Materials on Hand - Pay Estimates - Punch List - Inspections - Location - Health Report <p>Project Level – Consulting Contract:</p> <ul style="list-style-type: none"> - Request for Project Number - Project Details - Contract Intake Checklist - Spec Approval - Bid Estimate <ul style="list-style-type: none"> o Bid Items o Bid Letting o Bid Management |
| <p>Business Processes Configuration</p> | <p>Changes on up to ten (10) of the forms for the Planning and Construction Management Business Processes identified above. Changes include the addition of data fields, reordering of fields, and modifying field captions.</p> | <p>RVM sessions, Business Requirements Specification documentation, and configuration change for Forms and Workflows.</p> <p>Processes to be Configured:</p> <ul style="list-style-type: none"> • Resource Management |
| <p>Business Processes Development</p> | <p>Development of up to ten (10) new business processes.</p> | <p>All Business Processes:</p> <p>RVM sessions, Business Requirements Specification documentation, and configuration change for Forms and Workflows.</p> <p>New Processes to be Developed:</p> <ul style="list-style-type: none"> • Grant Management • Submit, review, and process contractor payments, including: <ul style="list-style-type: none"> o Tracking paid and unpaid work |

| | | |
|-------------------------------|---|---|
| | | <ul style="list-style-type: none"> ○ Different pay schedules and retention amounts ○ Effective date rate changes ○ Track by unit <p>Liquidated damages</p> |
| <p>Dashboards and Reports</p> | <p>Provisioning of the out-of-the-box best practice dashboards.</p> | <p>Out-of-the-box Planning and Construction Management Dashboards and Reports:</p> <ul style="list-style-type: none"> - Enterprise Level Dashboards <ul style="list-style-type: none"> ○ Enterprise Fund Summary ○ Portfolio Summary by Status ○ Project Summary by Status - Project Level Dashboards <ul style="list-style-type: none"> ○ Project Budget vs. Actual Spent ○ Project Fund Summary ○ Project Management ○ Project Resource Management ○ Project Risk and Issues ○ Schedule Dashboard - Planning Level Dashboards <ul style="list-style-type: none"> ○ Plan Summary by Program Category ○ Project Approval Funnel ○ Program Cost Chart ○ In-Year Budget Changes ○ In-Year Forecast Changes - Enterprise Level Reports <ul style="list-style-type: none"> ○ Budget vs. Actuals ○ Delayed Projects Based on Schedule ○ Enterprise Cost Sheet ○ Enterprise Schedule ○ Project Funding Overview ○ Mobile Sync - Project Level Reports <ul style="list-style-type: none"> ○ Funding Details by Budget Items ○ Funding Details by Contract ○ Project Funding Summary |

| | | |
|---------------------------------------|--|--|
| | | <ul style="list-style-type: none"> ○ Purchase Order Details ○ Purchase Order Original Items Details ○ Purchase Order Revision Details - Contract Level Dashboards <ul style="list-style-type: none"> ○ Change Management ○ Contract Work Progress ○ Contracts Bills and Payments - Contract Level Reports <ul style="list-style-type: none"> ○ Change Management ○ Contract Financial Summary ○ Contract Work Progress ○ Contracts Bills and Payments ○ Contract Level Reports ○ Change Order by Date ○ Completed Items ○ Item Reconciliation ○ Rework Items ○ Item Postings by Item Progress ○ Item Postings <p>Configured Dashboards:</p> <ul style="list-style-type: none"> - Up to five (5) dashboards <p>Configured Reports:</p> <ul style="list-style-type: none"> - Up to five (5) reports |
| Training and Warranty Services | | |
| System Administrator Training | Instructor led System Administration training for up to fifteen (15) users per course. Will cover user administration, permissions, security access/permissions, system and functional configuration, Form Builder, Workflow Management, and Ad-hoc reporting. | <ul style="list-style-type: none"> - One (1) course(s) - A course is up to eight (8) hours in duration for two (2) days. |
| Train-the-Trainer Training | Instructor led Train-the-Trainer training for up to fifteen (15) users per course. This training is to train Trainers who will provide all end-user training. Will cover the | <ul style="list-style-type: none"> - One (1) course(s) - A course is up to forty (40) hours in duration and will be delivered over seven (7) consecutive days (No more than (6) hrs. / day). |

| | | |
|------------------------------------|--|--|
| | functional processes as configured for the Client. | |
| Training Materials & Documentation | Training Materials & Online Help documentation | <ul style="list-style-type: none"> - Training Materials comprising: <ul style="list-style-type: none"> o Presentation Deck for each training course o Participant Guide for Train-the-Trainer Training course - Documentation: - Context Sensitive Help documentation accessible to authorized users from within the configured system |

3.1 Integration Services

The ability to import a Microsoft Project file (*.MPP) is a standard feature of Masterworks. Aurigo will deliver all interfaces identified in the table below. However, for any additional interfaces that may be discovered during the business process mapping phase, including an integration to Project Cloud for real time updates, the Client can procure these services by initiating a change request as defined in the **Statement of Work: Schedule A – Product and Services Approach**.

The following integration services will be developed as part of this Statement of Work:

- DocuSign (electronic signature)
- Microsoft Azure Active Directory (Authentication)
- ESRI ArcGIS (Geographical Information System)
- Bluebeam Revu (Plan Review and Construction Document Management)
- PowerBI (Reporting)

| Integration System | Data flow | Integration Method | Hours |
|--------------------|----------------------------------|---|-------|
| Power BI | Data warehouse <-- Masterworks | Data Link product | 0 |
| Azure AD | Masterworks <--> City's Azure AD | SAML2.0 | 0 |
| Bluebeam REVU | Masterworks <--> Bluebeam | REST API based | 0 |
| ESRI ArcGIS | Masterworks <--> ArcGIS | OOB – ArcGIS REST services. Parcel Association is not OOB. | 112 |
| DocuSign | N/A | Configuration - DocuSign client id, Api user id, Auth server and Private key as input | 0 |

- Details of the integration services have been shared with the City via the Integration Discovery document dated 19th July 2024.

3.2 Data Migration Services

Data Migration discovery of 50 hours have been allocated in this Statement of Work.

3.3 Masterworks Environments

Aurigo will set up the following environments to execute this project successfully and deliver a high-quality solution to the Client. Aurigo follows the Continuous Improvement – Continuous Deployment (CI-CD) process to promote builds from one environment to the other. Only Aurigo's Dev-Ops teams will have access to installing and making changes to the environment. Aurigo's deployment checklists, including deployment and roll-back plans, will help seamlessly promote the builds. The following environments will be available during the implementation:

| Environment | Description |
|----------------------------------|---|
| Sprint Review | <ul style="list-style-type: none"> The primary purpose of this environment is to review the sprint releases during the solution configuration phase. Aurigo will also use this environment to introduce Masterworks to the Client users during the business process mapping phase. Aurigo will set up this environment before the Business Process Mapping phase. Aurigo will update this environment at a minimum at the end of each Sprint. |
| System Integration Testing (SIT) | <ul style="list-style-type: none"> The primary purpose of this environment is for the Client to perform System Integration Testing (SIT) and Data Migration Testing (DMT). Aurigo will set up this environment before the System Integration Testing (SIT) begins. This environment will have interfaces to the Client's external system that are in scope and the migrated data. |
| User Acceptance Testing (UAT) | <ul style="list-style-type: none"> The primary purpose of this environment is for the Client to perform User Acceptance Testing (UAT). Aurigo will set up this environment before the UAT begins. This environment will have interfaces to the Client's external system that are in scope and the migrated data. |
| Training | <ul style="list-style-type: none"> The primary purpose of this environment is to train the Client users. Aurigo will set up this environment before the first training begins and throughout the training period. Aurigo will use this environment to set up the training data and execute the training. The data will match the UAT or Pre-Production (whichever is the latest). |
| Production | <ul style="list-style-type: none"> This environment will be the production environment with active interfaces, migrated, and live data. This build will be set up and commissioned for use after the UAT and before Go-Live. |
| Pre-Production | <ul style="list-style-type: none"> The primary purpose of this environment is to test the production updates after Go-Live. Aurigo will set up this environment along with the production environment. |

| Environment | Description |
|-------------|--|
| | <ul style="list-style-type: none"> All releases or updates to the production environment post Go-Live will be updated, tested, and certified on this environment. |

The only available builds post-implementation will be the Production, Training, and UAT environments. All use of the other environments will be discontinued.

3.4 Deliverable Review and Approval Timeframes

There is a standard process and timeline for reviewing and approving the project deliverables. Project deliverables include, but are not limited to, the following:

- Documentation deliverables, such as plans, requirements, or specifications
- Payment milestones
- Test results or other documentation of work performed
- Software and Software Configurations

Client will acknowledge receipt of a Deliverable within twenty-four (24) hours of delivery, excluding weekends and holidays. Below are the agreed-on timeframes for all reviews and approvals for the project:


| Deliverable Status | Client Approval Turnaround Timeframe |
|----------------------|--------------------------------------|
| Deliverable Review | Five (5) business days |
| Deliverable Approval | Five (5) business days |
| Amended Deliverable | Three (3) business days |

In the event the Client discovers a defect during the deliverable review, the Client will notify Aurigo of the requested change as soon as practicable (the “Deliverable Notification”). The Aurigo team will acknowledge receipt of the requested change within one (1) Business Day of receipt of the Deliverable Notification. The Aurigo team will review and update the agreed upon changes in the deliverable. The amended deliverable will then be resubmitted to the Client for approval. The Client revision turnaround timeframe for any subsequent deliverable reviews will be no more than two (2) business days. Any additional requested changes will be limited to the original feedback items and will not include new changes, or items.

4 Project Schedule

4.1 Project Milestone Calendar

A detailed project schedule in MS Project will be developed jointly with the Client during the Project Planning phase of the implementation. The plan assumes contract execution by September 17, 2024, and a production Go-Live in July 2025. Below is a **DRAFT** high-level project milestone calendar by project phases and planned phase durations.

| City of Redmond PPM Implementation | 2024 | | | | 2025 | | | | | | | |
|--|---|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|
| | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| Contract Execution |  | | | | | | | | | | | |
| Project Initiation and Mobilization | | | | | | | | | | | | |
| Project Planning | | | | | | | | | | | | |
| Requirements Validation and Mapping | | | | | | | | | | | | |
| Solution Configuration and Integration | | | | | | | | | | | | |
| Solution Testing | | | | | | | | | | | | |
| Training | | | | | | | | | | | | |
| Production Release | | | | | | | | | | | | |
| Project Closeout and Transition to Support | | | | | | | | | | | | |

Assumption: The project milestone calendar is based on the assumption that the contract will be executed on or before Sep 17, 2024.

5 Client Responsibilities and Implementation Assumptions

The following responsibilities and implementation assumptions are necessary to successfully implement Masterworks for the Client. If an item below does not occur in the manner or time frame defined, Aurigo may request to meet with the Client and mutually agree on an adjustment to the schedule, scope, and investment.

1. The Client will ensure the committed participation of all appropriate technical and user personnel throughout the project. Client resources assigned during the implementation must be empowered to make decisions on project deliverables and direction.
2. Unless specifically identified as a deliverable within this document, any item (e.g., data migration, integration, etc.) is not included within the scope of the Aurigo implementation. These items can be included through the Change Control process.
3. Aurigo will provide soft copies of all the training materials. The Client will be responsible for printing required hard copies and distributing them to participants if printed copies are required.
4. All change requests will follow the Change Control process. Any changes must be signed and accepted by the Client before initiating additional work by the Aurigo team.
5. The Client shall have the right to approve proposed new Key Personnel prior to reassignment to the project.
6. Aurigo will allocate, at a minimum, one (1) BA and one (1) PM to the project. The Aurigo BA and PM will manage any additional staff, as needed.
7. The implementation team will be available between 8:00am and 5:00pm PST.

6 Statement of Work: Schedule B – Scope and Investment Approval

As of the last signature date shown below, both parties hereto agree that the requirements listed in this **Statement of Work: Schedule B – Scope and Investment Approval** ("SOW") to define the scope of this engagement and are the basis for the offered pricing. Any changes or modifications to the requirements listed in this SOW require a Change Order governed by the Implementation Change Control Plan defined in the **Statement of Work: Schedule A – Product and Services Approach**.

Signing for the City of Redmond, Washington (the "Client"):

(Signature) (Date)

Printed Name: _____

Title: _____

Signing for Aurigo Software Technologies, Inc. ("Aurigo"):

(Signature) (Date)

Printed Name: _____

Title: _____