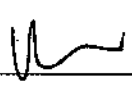


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 01/08/2018

| | |
|---|--|
| AGENDA ITEM: | |
| Aakavs Consulting Professional Services for Software Development and Implementation | |
| PREPARED BY: | DIRECTOR APPROVAL:  |
| Kari Chennault | |
| DEPARTMENT: | |
| Public Works | |
| ATTACHMENTS: | |
| 2 original professional services agreements | |
| BUDGET CODE: | AMOUNT: |
| 40143410.541000 | \$124,830 |
| SUMMARY: The City has identified a need for a comprehensive Asset Management System. The City cooperated with the WA State Auditor's Office to implement a LEAN process to identify areas needing to be tracked and the process to transfer existing data. Three firms with asset management expertise were rated based on their ability to provide services for this process and one was selected. In addition, a number of demonstrations of associated software were done as a means of identifying the best-fit package. Aakavs Consulting, LLC was selected as the preferred consultant to develop and implement the software based on their ability to develop and deploy an easy to configure package that is highly integrateable and customizable to meet the identified goals of the City's Public Works Department. | |

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|---|
| RECOMMENDED ACTION: City staff recommends that Council Members authorize the Mayor to sign and execute the attached Professional Services Agreement in the amount of \$124,830. |
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND AAKAVS CONSULTING, LLC.**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and AAKAVS CONSULTING, LLC., a Limited Liability Company, organized under the laws of the state of Washington, located and doing business at 24919 SE 41ST DRIVE, ISSAQUAH, WA 98029 ("Consultant").

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work, goods, and services described in the attached Exhibit A, incorporated herein by this reference (the "Services"). Generally, and as more specifically described in Exhibit A, the Consultant is: (1) licensing the City to use AKTIVOV software under the additional terms and conditions described in the attached Exhibit B, incorporated herein by this reference, and (2) configuring, customizing, and implementing the software as described in Exhibit A. All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

2. TERM. The term of this Agreement shall be from the date of execution and shall terminate at midnight on DECEMBER 31, 2018. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for AKTIVOV software license and associated Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed ONE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY (\$124,830) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit an invoice for the AKTIVOV software license/use fee in full at the beginning of the Services to provide access to the City. The Consultant shall thereafter submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The City shall be the sole owner of all data migrated or entered into the AKTIVOV software. The Consultant is not responsible for mistakes or inaccuracies within data entered by the City into the software. Following termination of this Agreement, the Consultant will provide the City with copies of all City data residing in the AKTIVOV software in flat file format (excel files or csv files) within thirty (30) days. The Consultant shall remain the sole owner of the licensed AKTIVOV software, software codebase, databases and associated scripts, and any software customization, configuration, or modification of the AKTIVOV codebase. All other work product and all documents produced under this Agreement shall become the property of the City and shall be furnished by the Consultant to the City for the City's ordinary use, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other

than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."
- (2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from

and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials)

 (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) [Omitted.]
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) [Omitted.]
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Commercial General Liability insurance policy is to contain, or be endorsed to contain that it shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a

current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the

Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

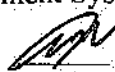
d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

 No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a

Washington state retirement system.

In the event the Consultant checks "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks "yes" and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City

reserves the right to terminate this Agreement. This provision does not prohibit the Consultant's disclosure of the fact that the City is a user of the AKTIVOV software and during the time that the City is licensed to and is using the AKTIVOV software, the Consultant may disclose that fact without further consent of the City.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City. This provision does not prohibit the Consultant's disclosure of the fact that the City is a user of the AKTIVOV software and during the time that the City is licensed to and is using the AKTIVOV software, the Consultant may disclose that fact without further consent of the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
DAVID DOOP
MARYSVILLE PUBLIC WORKS
80 COLUMBIA AVE
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following address:

AAKAVS CONSULTING
ARNAB BHOWMICK
24919 SE 41ST DRIVE
ISSAQUAH, WA 98029

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties. All parts of the Agreement are intended to be complementary and what is set forth in any one document is binding as if set forth in each document. In the event of any conflict, discrepancy, error, or omission among any parts of the Agreement, shall be resolved by giving precedence as specified below:

a. With regard to the City's access and use of the AKTIVOV software modules obtained under this Agreement, any conflict between provisions contained in the Agreement, Exhibit A, and Exhibit B shall be resolved through the following order of precedence:

1. Exhibit B (Software License Addendum); then
2. The Agreement; and then
3. The terms of Exhibit A (Scope of Work).

b. With regard to all other services and work provided by the Consultant under this Agreement, any conflict between provisions contained in the Agreement, Exhibit A, and Exhibit B shall be resolved through the following order of precedence:

1. The Agreement; then
2. The terms of Exhibit A (Scope of Work); and then
3. Exhibit B (Software License Addendum).

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.


6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

AAKAVS CONSULTING, INC.

By _____
Jon Nehring, Mayor

By  _____
Arnab Bhowmick
Its: Manager

ATTEST/AUTHENTICATED:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A - SCOPE OF WORK

We understand that the City of Marysville, WA (City) desires to configure, customize, and implement Aktivov asset management system which is mobile GIS based hosted software. The City has various types of infrastructure to be managed using an enterprise level application. Also, the City has certain integration needs with other critical business systems.

Aktivov asset management software is a Commercial-Off-The-Shelf (COTS) software product that comes ready to configure, customize, deploy, and easy to use. In addition, Aktivov is highly integrate-able and customizable to meet future needs. Our goal is to configure, customize, and deploy Aktivov significantly within approximately 6 months from the kick off (see Gantt chart). The City will be provided access to the test environment for joint testing during implementation. Note that customizations and integration with other business systems may take more time as it's dependent on the City staff availability and other software vendors (e.g. Tyler for Munis integration). Sprint iterations and adjustments will be done during the testing and deployment. Data migration activities will also start in parallel and testing will be performed on data accuracy and coverage. The last few weeks will be used for fine tuning and adjustments. The City is responsible for all other software licenses that may be integrated with Aktivov e.g. Tyler EDEN/ MUNIS, ESRI etc.

Implementation Tasks

The implementation plan is broken down in phases, involving departments, features, and functions to be rolled out incrementally over the next 3 years. The tasks and price for **Phase 1** is noted in this document. Note that detailed SOW and price for future phases will be done as amendments to the **Phase 1** contract; each future phase will be invoked by the City in consultation with Aktivov. Further note that the annual software maintenance and support price for each year will be invoiced from 2019 January onwards. The City will lose access to the Aktivov software if the annual maintenance and support is not paid every year in January.

The major goals of phase 1 are to accomplish the following:

- 1) Replace the current Work Order system
- 2) Replace the current Work Request/ Service Request system
- 3) Implement timecard to capture time on jobs
- 4) Replace the current ArcGIS Desktop based recurring maintenance system
- 5) Implement the Warehouse module including PO/ Requisition and Inventory

6) Integrate Timecard with MUNIS

The major goals of future phases are to accomplish the following items, and anything additional discovered during **Phase 1** implementation. Note that price for each future phase will be developed later along with its Scope of Work.

- 1) Initiate preventative maintenance for Water Quality and WWTP divisions (see LEAN spreadsheet). Aktivov will replace existing Allmaxs functions
- 2) Import and incorporate eO&M data into Aktivov. Aktivov will replace existing eO&M system.
- 3) Implement Aktivov for Sanitation division. Aktivov will replace work order functions from existing Waste Management software.
- 4) Implement Aktivov for Traffic division: Signs and Signals
- 5) Implement Streets division: asphalt, thermoplastic, RPMs, ROW maintenance
- 6) Replace cross-connection and backflow software Tokay
- 7) Include Parks department

PHASE 1

The following departments and divisions are within scope for Phase 1. Each department and division listed below will have unlimited users.

1. Public Works Department
2. Finance Department: This department will have access to Work Request module to initiate service requests. Also, various integrations will be done with Finance in this first phase of SOW (see details in later sections).
3. Code Enforcement (will need access).

The following tasks will be conducted within phase 1 (current SOW) to implement and rollout Aktivov. All meeting spaces and logistics support for onsite meetings will be provided by the City. Note that the responsibilities are identified for each bulleted item in parenthesis (as required) at the end of each bulleted text.

Task 1: Project Kickoff

Our Project Manager will prepare and organize a project kickoff and planning meeting (up to 4 hours onsite) with the City's Project Manager and other key City stakeholders (identified and

scheduled by the City). We will involve appropriate team members from our team. The project kick-off meeting will be used to address the following items.

- Identify key City stakeholders and participants for meetings and workshops; check availability of City participants for possible workshop dates in advance. (City)
- Discuss requirements, duration, agenda and format for onsite workshops. (City and Aktivov)
- Discuss, modify and finalize the whole project work plan and Gantt chart schedule. The schedule submitted with this SOW is preliminary, and will be revised, refined, and finalized during this task according to availability of City participants. (City and Aktivov)
- Finalize dates and times for various workshops. (City and Aktivov)
- Identify opportunities to involve the appropriate City staff to do hands-on work with us during each task. Certain tasks and responsibilities e.g. data exports, testing, providing subject matter expertise, providing answers and clarifications to questions etc. will be given to the City staff to enable them gain in-depth understanding of the project deliverables and artifacts. (Aktivov)
- Discuss and finalize team communication and coordination plans. We prefer single point of contact, i.e. the Project Manager, on both ends to communicate all details of the project. (City and Aktivov)
- Discuss and finalize Project Management needs; schedule bi-weekly 30 min status call via phone or web meeting, monthly status reporting and invoicing format. Note that in-person project management meetings may also be done on an as needed basis. (City and Aktivov)
- Identify and provide all necessary background documents and information related to this project: (City)
 - MUNIS database schema, identification of tables for proposed integration points etc.
 - All WO data and format of data that needs to be migrated for document retention (up to 3 years existing data plus up to 10 years existing data for research categories).
 - Other documentation may include system documentation, operating procedures, relevant forms, reports, directives, business process documentation, specimens of inputs and outputs, source documents and materials describing operations, etc.

Deliverables:

- Facilitate project kick-off meeting (3 - 4 hours onsite)
- Deliver revised Gantt schedule. Note that this is a living document throughout the project, and will need to be updated as needed to account for timeline adjustments or tasks inclusions.

Task 2 – Workshop Preparation

The City will prepare for the workshops by finalizing the workshop attendee lists, schedules, and meeting locations. Scheduling will be finalized in collaboration with Aktivov to ensure that there are no conflicts with any project team member (City and Aktivov) commitments.

Aktivov will prepare for the workshops by:

- Reviewing all relevant background documentation provided by the City (as a result of Task 1)
- Preparing a detailed agenda for each workshop and providing it to the City Project Manager at least 2 - 3 days prior to each workshop for circulation.

Deliverables:

- Review background documents
- Provide agenda for each onsite workshop 2 - 3 days prior to the workshop

Task 3 – Onsite Workshops

Including appropriate number of participants and stakeholders from each department and division in scope is crucial to engage them and secure their "buy in" in the project. Productive interactions over a series of workshops and building consensus amongst varied stakeholder groups are critical to the success of this project. Making the stakeholders feel as "part of the process" is also important for the project's success. While conducting the workshops, we will encourage business process/ workflow related discussions, and note inputs for system configurations and data inputs. It's crucial for the stakeholders to understand how Aktivov works, and how the users can adapt to the application usage using configuration or customization. All scheduling for internal staff will be done by the City PM. The following 6 types of workshops will be facilitated:

- **Configuration Workshops:** Two onsite configuration workshops will be facilitated as follows:
 - **Workshop 1:** One 4-hour workshop will be facilitated by Aktivov to cover the Water Division, Wastewater Division, Storm Division, and Surface Water Division. Each division may only be booked for 1 hour.
 - **Workshop 2 - Admin Workshop:** One 2-hour workshop will be facilitated by Aktivov to cover the system administration part. Public Works Administration, Finance, IT, and GIS resources should attend this workshop. We will discuss admin rights in the system and what they can do to manage user roles and security.

In each workshop, we will discuss and document the following system configurations and customizations (City and Aktivov):

- Workflows and forms required for service request, work orders, inspections, regular and preventative maintenance management, and associated items e.g. parts, labor, attachments, violations etc.
- Review the full list of GIS map services. The City will publish public map services and Aktivov will consume those. Aktivov uses base maps that are already published by ESRI in ArcGIS Online. Note that assets that are represented by points (e.g. hydrants) and lines (e.g. pipelines) will be supported.
- The following forms will be supported for regular maintenance management:
 - General Work Order form that can be used for any asset: we will review all the generic fields that will be shown for all users for all assets
 - Specific Maintenance forms for each asset layer. Refer to all the specific maintenance forms provided by the City in the "Artifacts" section at the end.
- **Data Migration Workshops:** The data migration involves the following items from the existing systems.
 - Service request only – 5075
 - Work order only – 4848
 - Customer service and work order – 3361 (we have to decide whether these will become service request or work order in Aktivov during migration)

Below is the list of PMs or recurring maintenance on assets that will be migrated:

- Detention Facility Inspections – 3200
- Catch Basin Cleaning Inspections – 34000
- Sewer Manhole Cleaning Inspections – 13569
- Hydrant Maintenance – 8288
- Hydrant Flushing - 5011
- Blow-off Flushing – 2440
- Valve maintenance – 9932
- Culvert inspections - 104

One 2-hour data migration workshop will be facilitated jointly by the City and us. We will review all the geodatabase and data items that the City intends to migrate, and then provide excel or csv or database format to the City to pull existing data out of their system. The City will write the scripts to pull data out and populate in the provided format. We will also need existing geodatabase, access database, or SQL server database files from the City that have all the existing data that needs to be migrated.

We will do all necessary data migration documentation, write all necessary scripts, and perform the data migration task. We will migrate all data mentioned above, but data warehousing techniques may be used for system performance. Note that all old and

new data can be accessed through search or reports. Appropriate City resources must be available to assist Aktivov with the data migration activity and answer questions.

- **Integration Workshops:** Two 2-hour integration workshops will be facilitated to discuss data or format for such integrations.
 - **Workshop 1 - Munis Time:** The goal is to integrate Aktivov Timecard with Munis. We agree to facilitate and implement this integration working with and assisted by the City and Munis. The exact process for the integration will be determined through discovery during this workshop with the Finance Department. The City will work internally or with Munis (using City-Munis contract) if any changes are required on the City or Munis end. The integration process may include data transfer either using appropriate web service format to support both Aktivov and Munis, or through a text file export and import routine. The City, Munis, and Aktivov will work together to develop a structure or format for the web service, or alternately for the text file import/ export.
 - **Workshop 2 - MUNIS vendors, citizens, employees:** We understand that the 3 tables i.e. vendor, citizen, and employee tables are all hosted in-house within the City infrastructure. We also understand that the City has access to these 3 tables without any MUNIS intervention. Further, we also understand that MUNIS is the official system of record for these 3 tables, and any new item under these 3 tables (i.e. new vendor, new citizen, new employee) is always first created within MUNIS.

The City will provide 2 csv files in a format provided to them by us (one csv for each table: vendor, citizens) at the start of the implementation to Aktivov. The data from these 2 csv files will be imported into Aktivov by us only once. In future, the City will manually edit, modify or enter new entries in these 3 tables in Aktivov.

The vendor list is needed for purchase orders, requisitions, and rentals. New vendor additions will be manually done by the City.

The employee list is needed for assigning work to resources and employees will always be manually entered by the City.

The citizen list is needed to log names associated with citizen initiated service request. A tool will be delivered to import a csv file with a specific format to add only new citizens in Aktivov.

- **Dashboard Workshop:** We will facilitate one 2-hour workshop to discuss up to 5 customized interactive charts in scope. Each chart will have 3 levels of granularity (this means the City is actually getting 15 customized charts). Typically, these charts are used by clients to track and monitor Key Performance Indicators (KPIs).

- **PO/ Requisition Workshop:** We will facilitate one 2-hour workshop to discuss the forms and format for purchase orders or requisitions, inventory check-ins, and invoices. We will work off of the standard module in Aktivov and note any adjustments required.
- **Reports Workshop:** We will facilitate one 3-hour workshop to discuss the following custom reports. All the formats for these reports will be provided by the City.
 - Asset History
 - WO Activity Report by employee name
 - WO Activity Report by division in Public Works (Water, Wastewater, Storm, Streets only)
 - WO Activity Report by selected activities
 - WO Activity Report by selected activities and employee time details
 - WO Snow and Ice Activity Report by employee time details and equipment usage
 - WO Storm Cleanup Activity Report by employee time details and equipment usage

All the discussions and findings from each workshop will be documented in the form of configuration documentation by us (excluding data migration workshops), and provided to the City for review and approval within 10 business days from the completion of each workshop. The City PM will coordinate internally with all City stakeholders and provide consolidated comments on each document within 10 business days of receipt. We will discuss with the City all comments, and submit the final document for approval within 10 business days of receipt. The City will approve the documents within 5 business days of receipt, and we will start performing configuration following the approved documents.

Deliverables:

- Facilitate all workshops
- Develop draft and final versions of configuration/ customization documentation from each workshop as needed

Task 4 – Perform Configurations, Customizations, Integrations

We will perform the configurations and customizations to Aktivov COTS software following the approved documents in 2-3 week sprints with the divisions and departments in scope. We will incrementally develop and deploy certain modules and features in each sprint, and test access will be provided for joint testing. Bugs will be documented by the City and provided to us for fixing. We will fix the bugs and retesting will be done. There will be 2 to 3 cycles of bug reporting and bug fixing. At the end of 3rd cycle (final cycle), all bugs are expected to be fixed and the system will be ready to go online in the production environment.

The MUNIS time integration will also be done in this task. Aktivov will work with the City, and the City may in turn need to work with MUNIS during this integration. Note that Aktivov has no contractual relationship with MUNIS, and the City has to manage all the costs, timeline, scope of work with MUNIS directly for their part of the work to facilitate such integration. Aktivov will only facilitate this integration and work as directed by the City.

Note that the City's major responsibility in this task is to perform testing and provide us bug documentation on schedule.

Deliverables:

- Set up and provide access to test environment
- Perform configurations, customizations, integrations following approved documents from workshops
- Deploy modules and features in sprints
- Perform joint testing of deployed modules and features
- Fix reported bugs and re-deploy for re-testing

Task 5 – Data Migration

The City will provide us data that needs to be migrated in excel or csv or database backup file (Access or SQL Server) in the format provided by us. We will perform 1 to 2 pilot dataset migration before doing the full data migration following the documentation developed during the data migration workshops. We will write all necessary scripts for the data migration. Any issues will be discussed with appropriate City resources as directed by the City PM.

Deliverables:

- Perform pilot and full data migration as documented from the data migration workshop

Task 6 – Final Adjustments and Sign Off

After testing the application configurations and migrated data, the City will sign off on the test application to cut over to live production environment.

Note that all bug fixing and testing would have been completed before this task. This task is designed to get the environment ready to go live. We will perform all the final deployments and adjustments that are needed on our side to take the system live.

Note that MUNIS integration signoff will be handled within the Task 4 under MUNIS integration budget. No payment from this task or any other task will be held up due to MUNIS integration.

Deliverables:

- Ensure all reported bugs have been fixed in test environment
- Ensure all customizations and configurations are tested and deployed in test environment
- Perform all checks and balances on Aktivov side before moving to live production environment
- Set up live production environment

Task 7 – Training

The City will schedule appropriate resources in each training session.

Up to 4 hours of training will be conducted in parallel with Task 4 to train key users so that they can test the application effectively. This will encompass Aktivov modules and features training. Eventually, these key users will be the internal first point of contact for all City users, and become the “trainers” for ongoing training within the City.

Though training, knowledge transfer, and hand holding will occur organically during the implementation with key users (who will become power users) as they will be actively involved with Aktivov implementation from the project kick off, we will also facilitate four 2-hour training sessions onsite before going live. The key City staff involved during Aktivov implementation will also help during these four 2-hour training sessions to train all other users within the City.

Another 2-hour training session will be conducted specifically with Finance staff on Tyler MUNIS integration points before going live. The budget for this training is again under MUNIS task in Task 4.

Access to training videos and Aktivov manual will be provided.

Deliverables:

- Up to 4 hours of training will be conducted in parallel with Task 4
- One 2-hour session for purchase order or requisitions, inventory check in, and invoices
- One 2-hour session for dashboards, reports, and admin tools
- Two 2-hour sessions to cover work order, service requests, inspections, PMs, etc. for Public Works divisions
- One 2-hour session to cover MUNIS time integration

Task 8 – GO LIVE

The Go Live date will be set in conjunction with the City, and the users will start using Aktivov in production. We will prepare the production environment for going live on our hosted

infrastructure, cut over the database and application from test environment, and provide access to the City.

Note that the City will have two application environments at any given point in time: the test environment and the live production environment. We will perpetuate the test environment to test future enhancements, updates, releases etc. Only key City users should have access to the test environment. Once everything is tested and approved in test environment, we will push that to live production environment on a mutually agreed schedule.

Deliverables:

- Provide access to the live production environment

Task 9 – Project Management

Aktivov Project Manager will manage the project to meet project goals and objectives by critical schedule milestones (see Gantt chart) within the allocated project budget. We recognize the importance of moving this implementation forward in a timely manner in the most economic way. We will notify the City at 25%, 50%, and 75% budget consumption milestones and compare that with task completion percentage.

As part of project management, our Project Manager will regularly communicate with the City's Project manager to jointly:

- Ensure timely and effective completion of tasks.
- Ensure deliverables are meeting deadlines from both sides.
- Adjust Gantt chart as the project progresses to accommodate delays.
- Manage all tasks within budget and schedule.
- Manage scope of work to avoid any scope creep.
- Amend contracts/ agreements as needed to accommodate changes using change orders
- Conduct 30 minute bi-weekly status calls to discuss progress, manage risks, and resolve conflicts/ issues.
- Conduct ad hoc PM meetings as needed.
- Activate contingency budget is and as needed.

We will communicate with the City PM as and when needed throughout the implementation. We will also prepare a monthly written status report to accompany the monthly professional services invoice. The report will cover activities by task, scope issues, schedule, and budget compliance. The invoice will cover partial tasks done progressively in each month. No hourly breakup will be provided per task in the invoice.

At the conclusion of the implementation (after GO LIVE), we will conduct a project closeout meeting with the City's Project Manager. This meeting will summarize the status of any outstanding issues, resolution plans, and transmit all remaining artifacts/ materials to the City.

Deliverables:

- Perform all project management duties as mentioned in this task
- Provide monthly status reports and invoices
- Facilitate status calls

Task 10 – Post Implementation Support

The annual subscription/ maintenance contract will be invoked post GO LIVE to initiate support. All support mechanisms will be engaged to support the City including phone, email, web, ticketing system etc. One point of contact will be assigned to the City after GO LIVE. Our contact person can be reached over phone and email.

Note that the City will lose access to Aktivov software and all the modifications, configurations, enhancements, customizations and implementations etc. created under this Professional Services Agreement (PSA) if the annual maintenance cost is not paid in January 2019. Further, note that the annual maintenance cost is subject to change as more features, functions, integrations are done in subsequent phases in future years.

Please refer to the "AKTIVOV Software License Agreement" section for details.

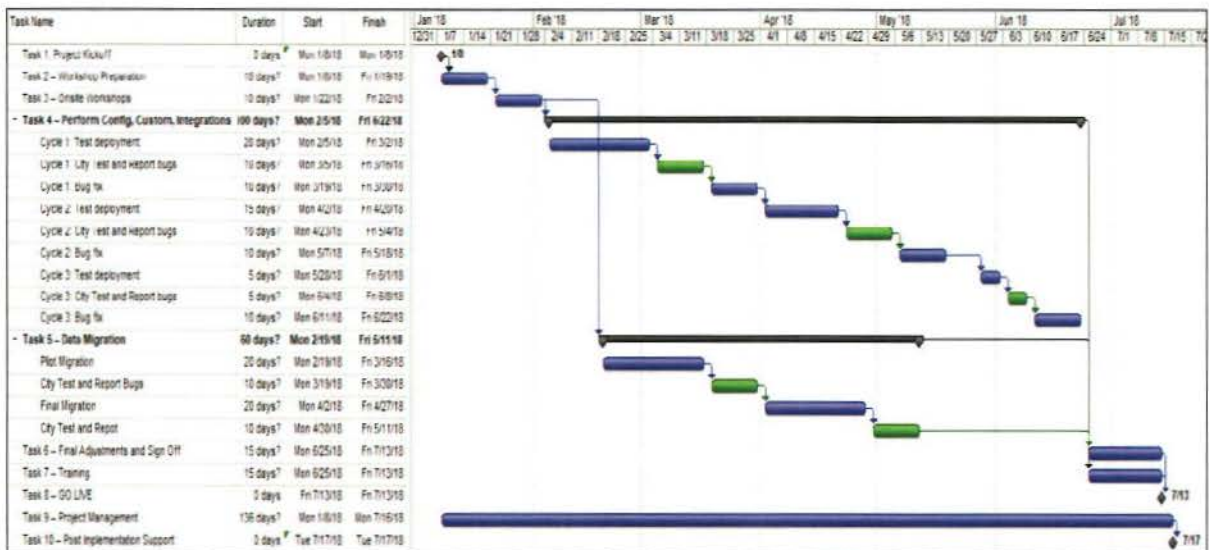
Deliverables:

- Engage one point of contact for the City to provide ongoing support
- Activate annual maintenance contract and support

Preliminary Schedule

This is a draft schedule and will be adjusted according to availability of City and other resources. The green tasks are led by the City while the blue ones are led by Aktivov.

The plan in Task 4 is to facilitate the MUNIS time integration last. Note that the MUNIS time integration will start somewhere during cycle 3 of the Task 4, once the main asset management system has been tested and ready for production cutover. The whole implementation is independent of the MUNIS time integration which will occur in parallel at its own pace. Depending on how much time it takes to work with MUNIS, we may have to adjust the schedule.



Price

Please refer to the Software License Agreement, attached as Exhibit B, for the conditions and terms of using Aktivov Asset Management COTS software.

| ITEM DESCRIPTION | BASE AMOUNT | Sales TAX |
|---|------------------|----------------------|
| <p>A. Aktivov Asset Management COTS System (hosted commercial software) use price:</p> <p>1. Modules included:</p> <ul style="list-style-type: none"> a. Work Request b. Work Order c. Inspection d. Timecard e. User Management – Staff database f. Citizen Management – Customer database g. Dashboards and KPI charts h. Reports (includes dynamic self reporting engine) i. Admin Tools and Security j. Database Lookup Tables k. Warehouse – Purchase Order, Inventory, Invoice l. Workload Balancer – Workload Calendar, Mass Assignment m. GIS Management. (GIS data, maps and map services are hosted by the City. Aktivov does not provide any GIS license.) <p>2. Users included:</p> <ul style="list-style-type: none"> a. All users will have concurrent access to web based system on desktop and on one mobile device. We will provide 2 user logins per user (same login on different devices) at the cost of one user login for concurrent login on the web and mobile. b. Unlimited Users c. Unlimited Assets d. Unlimited GIS layers e. Unlimited Storage Space f. Unlimited Departments and Divisions <p>3. Devices Supported:</p> <ul style="list-style-type: none"> a. Latest computers, smart phones and tablets from | <p>\$ 57,000</p> | <p>As applicable</p> |

| | | |
|---|---|-----------|
| <ul style="list-style-type: none"> 2016 onwards b. Chrome web browser c. IOS 9x and upwards d. Android 5x and upwards e. Windows 8x and upwards | | |
| <p>B. Professional Services required for Rollout:</p> <p>1. Task 1: Project Kickoff</p> <p>2. Workshop Prep and Background Info Review</p> <p>3. Onsite Workshops</p> <p>4. Configuration, Customizations and Integrations:</p> <p>a. For everything excluding MUNIS timecard integration</p> <ul style="list-style-type: none"> i. All workflows, forms, design, reports, documentation, review ii. 10 custom KPI charts included (each chart has 3 levels of drilldown, so 30 custom charts included) iii. Perform Configurations and Customizations iv. User testing and acceptance v. Fix bugs vi. Retest - alpha and beta cycles of QA/QC, bug fixing cycles <p>b. For MUNIS timecard integration</p> <p>5. Data Migration (Pilot and Full)</p> <p>6. Final Adjustments and Signoff</p> <p>7. Training</p> <p>8. GO LIVE</p> <p>9. Project Management: All related PM meetings, project related meetings, and ad hoc meetings included</p> | <p>\$ 2,470</p> <p>\$ 6,308</p> <p>\$ 13,072</p> <p>\$ 16,150</p> <p>\$ 8,550</p> <p>\$ 7,562</p> <p>\$ 3,990</p> <p>\$ 3,154</p> <p>\$ 2,470</p> <p>\$ 4,104</p> | <p>NA</p> |

| | | |
|--|--------------------------|-----------------------------|
| <p>NOTE: NO TRAVEL RELATED OR INCIDENTAL COSTS. The City of Marysville is a local client for us, and we will not charge anything related to travelling to the City. Not even mileage will be charged.</p> | | |
| <p>INITIAL SOFTWARE LICENSE USE & IMPLEMENTATION PRICE</p> | <p>\$ 124,830</p> | <p>As applicable</p> |

Artifacts

All forms below are First Priority Maintenance Forms (existing forms for recurring maintenance). The City will provide all necessary field and schema information for each form.

Catch basin inspection/cleaning (PW Sewer and Storm Water - Vector):

Catch Basin Inspection

Mvid SD-CB-23733 Date 6/29/2015 6:46:06 AM

Field staff meyer Computer JX28CT1

Cleaned YES Revisit NO

Turbidity PASS Odor PASS

Floatables PASS Staining PASS

Dry Weather Discharge PASS Mapping OK

Silt Level 0-25%

Comments 25-50%
EDIT NEEDED 50-75%
needs to be CH 75-100%

Save Cancel

Sewer manhole inspection/cleaning (PW Sewer and Storm Water - Vector):

Sewer MH/Lift Station Cleaning

Mvid S-MH-4276 Date 9/1/2017 7:55:29 AM

Field staff ddoop Computer 3MV7HB2

Cleaned Revisit

Drop Connection NONE
INSIDE
OUTSIDE
NA

Grease

Debris Level

I & I Evident Work Order Needed

Comments

Save Cancel

Sewer line cleaning (PW Sewer and Storm Water - Vactor):

Sewer Line Cleaning

Mvid: S-LINE-5999 Date: 1/11/2013 1:50:13 PM

Field staff: ebrown Computer: E0CE562F04

Line info:
 Size: 8 Material: PVC

Maintenance info:
 Size: 8 Material: PVC
 Cleaned?: YES Revisit?: NO

Comments

Save Cancel

Hydrant maintenance (PW Operations):

Combined Hydrant

Mvid: W-HYD-2249 Date: 4/27/2012 Field staff: kgessner Computer: 2711553H

Activity Type: MAINTENANCE

Hydrant Maintenance Flushing/Flow Test

Hydrant Info:
 Make: WATEROUS Model: 150
 Manufacture Year: 1989 Barrel Size: 5.25
 Ports: 0 Storz Adapter

Maintenance Info:
 Make: WATEROUS Model: 150
 Manufacture Year: 1989 Barrel Size: 5.25
 Ports: 3 Storz adapter? Update Hydrant Info

Apparent damage? Clear of obstructions? Packing ok?
 Operating nut ok? Foot valve exercised? Flushed?
 Caps checked? Blue reflector needed? Painted?
 Main valve ok? Workorder needed? Nozzles ok?

Maintenance notes

Save Cancel

Hydrant Mainline Flushing (PW Operations):

Combined Hydrant

Mvid: W-HYD-2249 Date: 4/27/2012 Field staff: kgessner Computer: 27111553H

Activity Type: **FLUSHING**

Hydrant Maintenance | Flushing/Flow Test

Start location/address

Total length (feet): 0 Drained to: [dropdown]

Dechlorinization: [dropdown] Static PSI: 0 Residual: 0

Chlorine residuals at 5 minute intervals:

| | | | | |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 0 | 0 | 0 | 0 | 0 |

Residual After Dechlorinization: 0

Time (Min.): 0 Flow (GPM): 0 Total discharge (Gal.): 0

Port size: [dropdown] Zone: [dropdown]

Flushing notes

[Save] [Cancel]

Blow-off Dead-end Flushing (PW Operations):

Deadend Blowoff Flushing

Mvid: W-BO-295 Date: 6/28/2012

Field staff: kgessner Computer: 27111553H

Zone: **Everett 170** Drained to: **CATCHBASIN**

Time (Min.): 25 Flow (GPM): 400

Chlorine residuals:

| | |
|-----------|------|
| Beginning | End |
| 0 | 0.85 |

Drained to options: CATCHBASIN, STREET, DITCH, DETENTION POND, SEWER, FIELD, OTHER - SEE NOTES

Deadend flushing notes

[Save] [Cancel]

Valve Maintenance (PW Operations):

Valve Maintenance

Mvid: W-VLV-2312 Date: 4/6/2012

Field staff: kdaggett Computer: 2G90MG1

Valve info:

Size: 8 Position: OPEN

Maintenance info:

Size: 8 Position: OPEN

Ease of turn rating: 2 Number of turns: 24

Painted? Work order needed? Valve not found?

Valve notes

Save Cancel

Culvert Inspections (Water Resources – WWTP):

Culvert Inspections

Mvid: SD-CV-42 Date: 3/29/2016 2:11:40 PM

Field staff: drasar Computer: JX88CT1

Inspection Type: Annual Inspection

Geotechnical Summary Structural Summary

Inlet: GOOD Geotechnical Details:
Embankment Voids

Outlet: GOOD Pavement Cracks
Roadway Sag

Hydraulic Summary

Inlet: GOOD Rating:
CRITICAL - Extensive pavement cracking, roadway sagging,
or embankment depressions.

Outlet: GOOD

Perched Outlet POOR - Significant evidence of pavement cracking, roadway
sagging, or embankment depressions.

Comments

FAIR - Slight evidence of pavement cracking, roadway
sagging, or embankment depressions.

GOOD - No evidence of pavement cracking, roadway
sagging, or embankment depressions.

Save Cancel

Storm Drain Facility Inspections (Water Resources – WWTP):

Stormdrain Facility Inspection

Mvid: SD-DF-12191 Date: 9/1/2017 7:38:26 AM Field staff: dcoop Computer: 3MV7HB2 Owner: MARYSVILLE Inspection type: [dropdown]

Site - Safety and Aesthetics: [dropdown] Flow - Structure and Control: [dropdown] Water Quality: [dropdown]

| TYPE | REQUEST | REQUEST DESCRIPTION |
|-----------------------|---------|--|
| ANIMAL DAMAGE | | No Rodent holes, beaver activity observed. |
| CONTROL STRUCTURE | | Control structure shear gate not compromised. Flow restr |
| DRY WEATHER DISCHARGE | | No water flowing in dry weather, i.e. no rain for last 7 |
| EROSION | | No noticable erosion over 2 inches deep with potential f |
| INLETS | | Inlets working properly and clear of vegetation, debris, |
| OUTLETS | | Outlets working properly and clear of vegetation, debris |
| OVERFLOW | | OverFlow working properly and clear of vegetation, debri |
| SEDIMENT | | Does not exceed 10% of the designed pond depth or affect |
| STANDING WATER | | No stagnant water in pond during dry weather. |

Inspection Comments: [text area]

Buttons: Save, Cancel, Verify Checklist, Revisit needed: [dropdown with 'NO']

Traffic Signs (Engineering):

Traffic Sign Maintenance

Sign Actions

MVID: ST-SIGN-7174

| Object.. | Date | Action | Notes |
|----------|----------|---------|-------------|
| 359 | 6/1/2009 | INSTALL | NEW INSTALL |

Action: [dropdown menu with options: GRAFITTI COATING AP, GRAFITTI NOTED, GRAFITTI REMOVED, INSTALI]

Action Notes: [text area]

Action Date: [dropdown with 'Now']

Buttons: Delete Action, Finished

EXHIBIT B - AKTIVOV SOFTWARE LICENSE ADDENDUM

This is a SOFTWARE LICENSE ADDENDUM (Addendum) for the use of AKTIVOV software as laid out in detail below. This Addendum is attached to the Professional Services Agreement (Agreement) entered into between Aakavs Consulting LLC (Aakavs), a Limited Liability Company incorporated in Washington, with its principal place of business at 24919 SE 41st Dr, Issaquah, WA, 98029, and City of Marysville, a Washington State municipal corporation (Licensee). The Addendum is intended to be supplemental to the Agreement and to specify the terms and conditions that govern the Licensee's access and use of the AKTIVOV software as mentioned under Licensed Software section.

The owner of Aakavs is also the owner and authorized licensor of the AKTIVOV Asset Management Software (as hereinafter mentioned as "AKTIVOV" or "software" or "Licensed Software"). "AKTIVOV" or "Licensed Software" means the actual copy of all or any portion of the computer programs provided or hosted by Aakavs as listed in Licensed Software section, inclusive of backups, updates, or merged copies permitted hereunder or subsequently provided by Aakavs. Aakavs gives the Licensee certain limited rights under this Addendum to access and use AKTIVOV proprietary hosted Licensed Software and any relevant materials. All rights not specifically granted to the Licensee or anyone else in this Addendum are reserved to Aakavs.

Relevant Materials: Relevant materials means any printed material, user documentation, training documentation, videos, and confidential activation code (if any) or any relevant documents for AKTIVOV supplied by Aakavs under this Addendum.

Effective Date: This date shall mean the date on which the Agreement signed between the Licensee and Aakavs.

Licensed Software: Aakavs grants to the Licensee a non-exclusive, non-transferable license to use the AKTIVOV software modules obtained under this Agreement and Addendum as follows:

Modules granted for usage in an "as is" condition. ("As is" indicates that there may be some "errors or bugs" where adjustments or repairs may be needed that will be fixed by Aakavs, at their cost, over time as necessary to maintain functionality. This in no way indicates that the program will not operate.) All modules mentioned under Exhibit A, Price table Section A.1, are granted for use.

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