PROFESSIONAL SERVICES AGREEMENT
FOR GIS ENGINEERING TECHNOLOGY SERVICES FOR DME
(FILE 6122)

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and SSP INNOVATIONS, LLC, with its corporate office at 7399 S. TUCSON WAY, SUITE B4, CENTENNIAL, CO 80112, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I
EMPLOYMENT OF CONSULTANT

The OWNER hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Engineering Technology Services for Denton Municipal Electric, as described in Exhibit B.

ARTICLE II
SCOPE OF SERVICES

The CONSULTANT shall perform the following services in a professional manner:

A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's Scope of Work, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein.

B. To perform all those services set forth in CONSULTANT's proposals, attached hereto and made a part hereof as Exhibit "B" as if written word for word herein.

C. CONSULTANT shall perform all those services set forth in individual task orders which shall be attached to this Agreement and made a part hereof for all purposes as separate agreements.

D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III
Not Applicable

ARTICLE IV
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issue of a notice to proceed by the OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by the OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the OWNER, acting through its City Manager or his designee.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services in the nature of GIS ENGINEERING TECHNOLOGY SERVICES FOR DME.

2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit "C" which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed 2,000,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered. The OWNER may withhold the final five percent (5%) of the contract amount until completion of the Project.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

C. ADDITIONAL SERVICES: In the event that additional services are requested, the CONSULTANT shall be required to submit a project estimate before services may be authorized by the City. A separate Purchase Order will follow once the services are approved. Payments for additional services shall be due and payable upon submission by the CONSULTANT, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

D. PAYMENT: If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be increased by the rate of one percent (1%) per month from the said thirtieth (30^{th}) day, and, in addition, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require the OWNER to pay the late charge of one percent (1%) set forth herein if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation."

ARTICLE VI
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE IX
INDEMNITY AGREEMENT

The CONSULTANT shall indemnify and save and hold harmless the OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the CONSULTANT or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE X
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

A. Comprehensive General Liability Insurance with bodily injury limits of not less than $1,000,000 for each occurrence and not less than $1,000,000 in the aggregate, and with property damage limits of not less than $100,000 for each occurrence and not less than $100,000 in the aggregate.

B. Automobile Liability Insurance with bodily injury limits of not less than $500,000 for each person and not less than $500,000 for each accident, and with property damage limits of not less than $100,000 for each accident.

C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than $100,000 for each accident.

D. Professional Liability Insurance with limits of not less than $1,000,000 annual aggregate.

E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE XI
ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution, such as mediation. No arbitration or alternate dispute resolution arising out of or relating to this Agreement, involving one party's disagreement, may include the other party to the disagreement without the other's approval.

ARTICLE XII
TERMINATION OF AGREEMENT

A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.

B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The

OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XIII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIV
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

SSP Innovations, LLC
Dean Perry
7399 S. Tucson Way, Suite B4
Centennial, CO 80112

To OWNER:

City of Denton
Purchasing Manager
215 East Mckinney
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XV
ENTIRE AGREEMENT

This Agreement, consisting of 17 pages and 4 exhibits, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises,

representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XVI
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVII
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE XVIII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XIX
PERSONNEL

A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XX
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XXI
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXII
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Owner's Scope of Work Requirements
Exhibit B – Contractor's Proposal
Exhibit C – Individual Project Initiation Process
Exhibit D – Conflict of Interest Questionnaire

B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be authorized by the CONSULTANT. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.

E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.

G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date:

_____.

CITY OF DENTON, TEXAS

_____
GEORGE C. CAMPBELL, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

CONSULTANT

_____
AUTHORIZED SIGNATURE, TITLE

_____
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON
INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. ***Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.

- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this

insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***

- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000.00** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

[X] **Professional Liability Insurance**

Professional liability insurance with limits not less than $1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4) obtain from each other person with whom it contracts, and provide to the contractor:

a) certificate of coverage, prior to the other person beginning work on the project; and

b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish an original notarized Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on signature page.
5. Sign and notarize the Form 1295
6. Email the notarized form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

EXHIBIT 7
EXHIBIT A

Denton Municipal Electric

GIS Professional Services Agreement Proposal

Denton Municipal Electric (DME) requests the following items be included in a three-year professional services agreement with SSP Innovations in a not to exceed amount for GIS and GIS-related services to assist the GIS department in maintenance, deployment and training of GIS technology at DME.

1) Agreement will be a one-year agreement to assist the GIS department at DME. The contract will automatically renew up to two (2), twelve (12) month periods.
2) Agreement will include all work necessary to build an AMI to OMS integration, fully built to specifications designed by Schneider Electric in 2014, but not using the Responder Integration Framework. See AMI to Responder project scope document.
3) Agreement will include the work necessary to review and improve the Disaster Recovery and Backup solutions at DME for the GIS, OMS and related systems. These requirements would be set out in a workshop that will include a review of any regulatory rules for the GIS, OMS and related systems.
4) Agreement will include all work necessary to assist the DME GIS department with GIS upgrades (Every other year, next one tentatively planned in 2017) as determined by the DME GIS department five-year work plan. This will include work to assist DME in eventually migrating to the new ESRI Geometric Network model in the future.
5) Agreement will include all the necessary work to implement an enterprise (GIS-based) design solution for DME. The work to identify this product will come from the DME/SSP Innovations project currently underway to identify the Design Workflow Processes at DME.
6) Agreement will include all work necessary to assist the DME GIS department with custom integrations related to a GIS based asset management software. This agreement shall also include the deployment of a GIS-based asset management software.
7) Agreement will include any work needed to integrate or customize any pieces of the Clevest Work Force Management software.
8) Agreement will include the assistance of a DBA to import archive data from an older OMS and Work Force Management systems. This assistance should also include help to design reports or queries on the older archive data.
9) Agreement will include an integration of OMS to a mobile application being developed by DME Community Relations Staff. This will be a polling application that will review a customer's current outage status from Responder.
10) Agreement will include a specific time and materials rate for custom support on all GIS, OMS and related custom components owned by DME. This includes all existing asset management auto-updaters, inspector auto-updaters and Responder custom pieces & integrations. (Responder Integration Framework (IVR & SCADA) is currently being supported under a standard SUELA from Schneider, and will probably continue to be so in the future).

11) Agreement will include development of a DME GIS training guide that includes training for DME GIS end users on ArcFM, Responder, Designer and related software. This could also be a training portal for DME staff to come to for training resources.
12) Agreement will include rebuilding the ArcFM Silverlight application to adapt for newer web-based mapping applications including HTML5 or Javascript. This solution could also be superseded by the use of ArcGIS Online at DME, depending on the path forward for DME with AGOL. These solutions will move DME to almost all paper-free work in the field.
13) Agreement will include development of DME focused, web-based portals using ArcGIS Online. One item will include a streetlight outage reporting application for the public to report streetlights out to the office. Another will include improvement of the current Public Facing Outage Map.
14) Agreement will include development of a GIS Dashboard for all management (ArcGIS Online). This will include items such as a miles of line calculation for all distribution primary overhead & underground, transmission and fiber underground and overhead.
15) Agreement will include help to scope new GIS related projects at DME including the integration and development needed for implementation of Distribution Automation systems and an Unmanned Aerial Vehicle system.
16) Agreement will include a health check of all GIS systems that DME uses. This will include an entire review of all of the GIS, GIS customizations and integrations. This should also include a review of the hardware systems that the GIS environment is running on.
17) Agreement will include any other GIS related projects or integrations that are identified including further customizations for any GIS products or integrations to other systems at DME. This could also include development of any applications needed for the DME GIS group. This will probably be a time and materials, in a not-to-exceed amount.
18) The City of Denton and Denton Municipal Electric will retain ALL ownership of customizations developed for COD and DME systems. Any products deployed and requiring licensure will need to be negotiated at that time. The vendor will also maintain a repository of all DME custom code worked on during the length of this agreement.
19) All travel & allowable expenses are to be included in the vendor provided rates **or** a not-to-exceed amount will be provided.
20) Upon request of a new task, there will need to be a written proposal prepared by the vendor. This proposal will identify all work to be completed for the task requested. This should be in some similar form as a Scope of Work with Milestones in each project identified.

EXHIBIT 7

Scope of Work #16-2-3

Integration of Schneider Electric's Responder OMS with Clevest MWM

Version 1.2

Prepared For:

April 21, 2016

Work to be performed by

ssp innovations

esri Partner Network Silver

Table of Contents

1 Overview

To satisfy Denton Municipal Electric's ("DME") stated requirements of seamlessly utilizing the Schneider Electric ("SE") Responder Outage Management System information in the field on a real-time basis, SSP Innovations ("SSP") is proposing a comprehensive integration project between Responder and Clevest mobile work management (MWM) tools.

Specifically, SSP proposes the design, development and deployment of integration code to provide the *Responder side* of a two-way interface to Clevest software for four independent functions:

- GetOutageReasonCodes
- GetAllActiveOutageEvents
- UpdateOutageStatus
- RestoreOutage

At times this project may require several different SSP, Clevest and DME resources. However, throughout the entirety of the project, the selected SSP Project Manager (TBD dependent on start date) will be the sole person responsible for executive project communication, issue resolution, resource management & scheduling, and ultimately, an on-time delivery of the stated solution. Additionally, the SSP Account Manager (Dean Perry) will be available to DME throughout the project duration to discuss any non-technical or personnel-specific concerns or questions.

DME is already utilizing and is familiar with Esri ArcGIS and the Schneider Electric ArcFM software. This project will interface DME's Responder OMS with the Clevest MWM software to provide a more streamlined, efficient, and ultimately valuable usage of time during an outage event.

The following section describes the tasks required to perform this implementation in detail.

1.1 Design Phase

1.1.1 Kickoff and Workshop

Prior to kicking off the project, SSP will internally meet to review the goals, roles, risk items and plans for the project. This shall ensure all SSP project personnel have a clear understanding of the plan ahead of work beginning.

Next, the SSP Senior Consultant and PM will remotely host a project kickoff meeting with DME. This meeting will consist of a review of the project goals, roles, personnel and schedule. Time will be allowed for questions and answers. IT team members from DME and technical representatives from Clevest are required to attend and participate.

Upon the Kickoff Meeting's conclusion, SSP will lead a review of the touch points between the two products, where in the workflow they will be used, and what they will do.

The four integration touch points are described below, as understood at the creation of this SOW:

- **GetOutageReasonCodes** is called in an on-demand fashion by an administrator as needed. The goal of this is to pull all of the legal outage cause codes from the OMS so that Clevest can present those codes to field workers for selection and then ultimately the code(s) selected by the field worker for an individual outage are sent back to the OMS when restoration occurs. This method is generally called once during the initial setup and then again if the list of valid cause codes is ever updated in the OMS. DME has requested that the outage reason codes will not be the full set that is available in the Responder system, and will be configured for this integration touch point on the Responder side of the interface.

- **GetAllActiveOutageEvents** is called on a configurable polling interval. This is generally set somewhere around every 1 to 15 minutes with the utility being able to balance system performance against how quickly new information moves from the OMS to Clevest. This call will effectively create new outages in Clevest and update existing outages in Clevest with the latest information from the OMS.

- **UpdateOutageStatus** is called multiple times per outage as the assigned crew(s) work the outage. Most of these updates are related to crew status (Acknowledged, Onsite, etc). At this time, DME has requested to Clevest that the ETOR will not be passed in from the field for the outage, though this data may be passed in the future.

- **RestoreOutage** is called once per outage at the time the field worker concludes their work and believes the faulting device has been repaired or replaced. Additionally, comments will be entered by the field worker that will need to passed into the Responder system.

1.1.2 Documentation

Upon completion of the workshops, SSP will create a document detailing the design approach of the integration from the Responder perspective. The design will explicitly cover the web method signatures from the Multispeak specification as well as the expected implementation of functionality within the Responder API. SSP will then review the document with Clevest remotely to ensure the design specifications match the expectations from Clevest.

Upon completion of the joint review meeting, SSP will update the document as required and submit it to Clevest and DME for each recipient's future usage.

Provided all issues raised in the review meeting were addressed sufficiently, the Design Document will be considered approved for development at this time.

1.2 Development Phase

To begin the development phase, SSP will meet with Clevest and DME to establish a test environment at DME. Responder sample data will be loaded into the environment for testing purposes. Clevest should be prepared to provide an installation of their MWM software in the SSP-accessible test environment. If this is not possible they should be prepared to fully validate the approach SSP uses to create test harnesses as noted below.

*Per updated SSP internal technology policy, in order for SSP to utilize DME's Schneider Electric licensing for development and/or testing purposes, SSP will require DME to accommodate one of two activities for SSP's proper access:

1. If permitted within its software license agreements and preferable to DME, DME will provide SSP the required Schneider Electric software installers via FTP or Sharefile for SSP's use on development machines. DME provides access to its network via VPN along with the IP address and machine name of its license server. SSP will reference the license server for the term of testing any code / processes only. The network access will support allowing SSP machines onto the DME network to reference the server.
2. Alternatively, DME will provide a desktop or server that SSP is provided login rights to, on DME's network. SSP will deploy our software development tools to this machine and use it to develop and test all new functionality. SSP will remote desktop to this environment to perform this work. This machine can be either physical or virtual. If virtual is preferred, SSP can provide the machine to DME. SSP's TFS source control can and will still be used for code control.

Next, SSP will develop the programming code which will successfully enable the four interfaces that will be exposed to Clevest per the Multispeak specification. Only the web methods required for these operations will be implemented within the web service (i.e. the entire Multispeak interface will not be exposed). SSP will create messages to be used through SoapUI that will allow the integration points to be unit-tested.

Each piece of functionality will be unit-tested to ensure it is working as designed. Clevest may be consulted during this unit testing to ensure the interface is operating as required for their software requirements. Clevest's involvement during unit testing will be handled via GoToMeeting sessions.

Finally, SSP will document the integration for future interrogation by DME. This document will include an installation guide and a description on how to configure, test, and validate each web method.

1.3 Deployment Phase

To deploy the solution, SSP will travel onsite to DME offices for ~three days. It is expected that Clevest would also be present onsite for this implementation, testing, and validation exercise.

SSP will install the integration code into the client production environment. For the balance of the visit, SSP will provide onsite production support as DME users test and validate the new functionality utilizing the Clevest software against their Responder environment. Any issues will be addressed by either SSP or Clevest as needed to ensure that the integration is working as designed. DME will be expected to validate that the functionality meets the design documentation and operates correctly.

Finally, upon completion of the onsite trip, SSP will provide remote support for the solution, up to 40 hours, over the following 10 business days. If support is required beyond the 10 business days or the 40 hours (whichever is achieved first) a change order may be required.

At the completion of the offsite support period, the integration project will be considered complete.

2 Assumptions

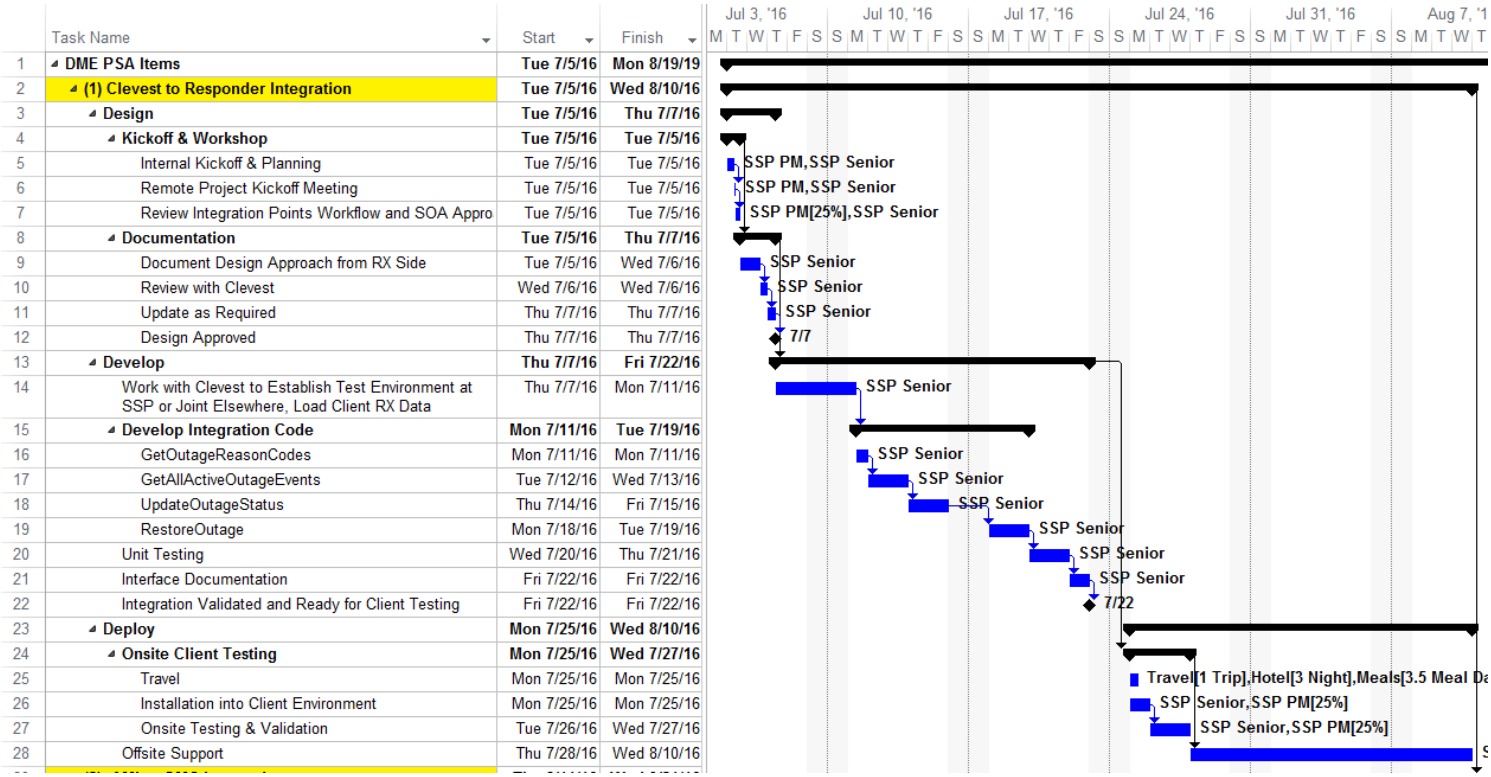
The following assumptions have been made regarding the description of this work:

- DME will provide their GIS and Responder data to SSP for testing purposes in an SSP test environment.
- DME IT will provide all servers and will install all core Operating Systems.
- DME IT will be available to support any environmental, system access, or operating systems issues throughout the project.
- DME IT will provide all required environmental access in a timely manner (response time within 24 hours of request).
- DME must provide the targeted Oracle database version to SSP in writing at the project kickoff.
- DME will provide appropriate staff commitment levels to ensure the success of the integration project.
- Clevest will provide appropriate staff commitment levels to ensure the success of the integration project.
- Alterations to the design documentation after acceptance may require a change order depending on the significance of the change.
- Only the four web service end points noted in Section 1 will be implemented as part of this project.
- SSP has not included any time to train Schneider Electric on the support of the code, the usage of the code, the test harness, or the integration. If training time is needed, a change order will be required.
- DME will be responsible for ensuring that any required Responder data is in place to support the integration.
- DME and/or Clevest will be responsible for developing any formal test cases of the integrations points based on their usage within the Clevest software. SSP will not create or deliver any formal test cases.
- Post deployment support will be provided for up to 10 business days following the onsite go live week or 40 hours of work, whichever expires first. Once this support phase expires, the project will be deemed complete. If additional support time is required a change order will be required.
- The integration will be developed against Responder version 10.2.1.
- No formal training has been included in this statement of work. It is expected that the DME staff will be trained on Responder and Clevest usage independent of this project.

3 Project Plan

The detailed project plan that was used to scope and budget this project has been included below. It can be reviewed for additional information on tasks and duration.

Dates depicted in the project plan are tentative and subject to change dependent on actual project start date and other factors; they're included here to communicate duration of tasks.



	Task Name	Start	Finish
1	**DME PSA Items**	**Tue 7/5/16**	**Mon 8/19/19**
2	**(1) Clevest to Responder Integration**	**Tue 7/5/16**	**Wed 8/10/16**
3	**Design**	**Tue 7/5/16**	**Thu 7/7/16**
4	**Kickoff & Workshop**	**Tue 7/5/16**	**Tue 7/5/16**
5	Internal Kickoff & Planning	Tue 7/5/16	Tue 7/5/16
6	Remote Project Kickoff Meeting	Tue 7/5/16	Tue 7/5/16
7	Review Integration Points Workflow and SOA Appro	Tue 7/5/16	Tue 7/5/16
8	**Documentation**	**Tue 7/5/16**	**Thu 7/7/16**
9	Document Design Approach from RX Side	Tue 7/5/16	Wed 7/6/16
10	Review with Clevest	Wed 7/6/16	Wed 7/6/16
11	Update as Required	Thu 7/7/16	Thu 7/7/16
12	Design Approved	Thu 7/7/16	Thu 7/7/16
13	**Develop**	**Thu 7/7/16**	**Fri 7/22/16**
14	Work with Clevest to Establish Test Environment at SSP or Joint Elsewhere, Load Client RX Data	Thu 7/7/16	Mon 7/11/16
15	**Develop Integration Code**	**Mon 7/11/16**	**Tue 7/19/16**
16	GetOutageReasonCodes	Mon 7/11/16	Mon 7/11/16
17	GetAllActiveOutageEvents	Tue 7/12/16	Wed 7/13/16
18	UpdateOutageStatus	Thu 7/14/16	Fri 7/15/16
19	RestoreOutage	Mon 7/18/16	Tue 7/19/16
20	Unit Testing	Wed 7/20/16	Thu 7/21/16
21	Interface Documentation	Fri 7/22/16	Fri 7/22/16
22	Integration Validated and Ready for Client Testing	Fri 7/22/16	Fri 7/22/16
23	**Deploy**	**Mon 7/25/16**	**Wed 8/10/16**
24	**Onsite Client Testing**	**Mon 7/25/16**	**Wed 7/27/16**
25	Travel	Mon 7/25/16	Mon 7/25/16
26	Installation into Client Environment	Mon 7/25/16	Mon 7/25/16
27	Onsite Testing & Validation	Tue 7/26/16	Wed 7/27/16
28	Offsite Support	Thu 7/28/16	Wed 8/10/16

4 Quote

This quote is tied directly to the scope of work detailed within this document. Any changes to the scope of work before or during the project would result in a change order.

This quote is provided as a fixed priced number inclusive of all expenses and is good for 90 days from the date listed on this SOW.

Upon completion of this project, a single invoice will be provided to DME for its entirety.

Project Task	Est. Duration*	Subtotal
DME Responder-Clevest Integration		
Design Phase	***3 bus. days***	***$4,800.00***
Project Management		
Kickoffs & Workshops		
Documentation		
Development Phase	***12 bus. days***	***$23,500.00***
Project Management		
Work w/ Clevest to Establish Dev/Test Environment		
Develop Integration Code		
Unit Testing		
Interface Documentation		
Deployment Phase	***13 bus. days***	***$18,135.00***
Project Management		
Onsite Client Testing		
Offsite Support		
Grand Total	**28 bus. days**	**$46,435.00**

*Duration estimates are subject to many project factors, some of which are outside of SSP's control. Therefore, all durations depicted are non-binding estimates only.

Note: All travel costs are included in the above quote.

EXHIBIT 7

Scope of Work #16-2-9

Integration of Schneider Electric's Responder OMS with Trilliant AMI

Version 1.2

Prepared For:

April 21, 2016

Work to be performed by

Table of Contents

1 Overview

To satisfy Denton Municipal Electric's ("DME") stated requirements of seamlessly utilizing the Trilliant Advanced Metering Infrastructure ("AMI") System information within the Schneider Electric ("SE") Responder Outage Management System in the back office, SSP Innovations ("SSP") is proposing a comprehensive integration project between the two systems.

SSP will work with DME and Trilliant to implement an integration between the Trilliant AMI system and the Responder OMS based on the information provided by DME based on past workshops. These integration points will include Responder accepting power-down and power-up messages from the AMI system via a new custom web service that will be implemented by SSP. This web service will not use the Responder Integration services.

SSP will also implement a meter ping utility that will allow users to ping one or more meters from Responder/ArcMap to determine if the meters are up. The status for the meters will be displayed on the map.

Finally, SSP will implement a new CIS integration to track non-pay customers with coloration changes on the map for non-paying customers. More detail is available for all of these integration points in the provided DME documentation.

At times this project may require several different SSP, Trilliant and DME resources. However, throughout the entirety of the project, the selected SSP Project Manager (TBD dependent on start date) will be the sole person responsible for executive project communication, issue resolution, resource management & scheduling, and ultimately, an on-time delivery of the stated solution. Additionally, the SSP Account Manager (Dean Perry) will be available to DME throughout the project duration to discuss any non-technical or personnel-specific concerns or questions.

DME is already utilizing and is familiar with Esri ArcGIS and the Schneider Electric ArcFM software. This project will interface DME's Responder OMS with the Trilliant AMI system to provide a more streamlined, efficient, and ultimately valuable usage of the OMS.

The following section describes the tasks required to perform this implementation in detail.

1.1 Design Phase

1.1.1 Kickoff and Workshop

Prior to kicking off the project, SSP will internally meet to review the goals, roles, risk items and plans for the project. This shall ensure all SSP project personnel have a clear understanding of the plan ahead of work beginning.

Next, the SSP Senior Consultant and PM will remotely host a project kickoff meeting with DME. This meeting will consist of a review of the project goals, roles, personnel and schedule. Time will be allowed for questions and answers. IT team members from DME and technical representatives from Trilliant are required to attend and participate.

Upon the Kickoff Meeting's conclusion, SSP will conduct remote workshops with DME Rx administrators, Trilliant, and the CIS department to determine the exact approach for integrating the systems. The integrations will all be based on a services oriented architecture (SOA) approach utilizing web services. Trilliant will be responsible for designing the AMI side of the integration and the CIS department will be responsible for designing the CIS side of the integration.

1.1.2 Documentation

Upon completion of the workshops, SSP will create a document detailing the design approach of the integration from the Responder perspective. SSP will then review the document with Trilliant and DME remotely to ensure the design specifications match the expectations from both parties.

Upon completion of the joint review meeting, SSP will update the document as required and submit it to Trilliant and DME for each recipient's future usage.

Provided all issues raised in the review meeting were addressed sufficiently, the Design Document will be considered approved for development at this time.

1.2 Development Phase

*Per updated SSP internal technology policy, in order for SSP to utilize DME's Schneider Electric licensing for development and/or testing purposes, SSP will require DME to accommodate one of two activities for SSP's proper access:

1. If permitted within its software license agreements and preferable to DME, DME will provide SSP the required Schneider Electric software installers via FTP or Sharefile for SSP's use on development machines. DME provides access to its network via VPN along with the IP address and machine name of its license server. SSP will reference the license server for the term of testing any code / processes only. The network access will support allowing SSP machines onto the DME network to reference the server.
2. Alternatively, DME will provide a desktop or server that SSP is provided login rights to, on DME's network. SSP will deploy our software development tools to this machine and use it to develop and test all new functionality. SSP will remote desktop to this environment to perform this work. This machine can be either physical or virtual. If virtual is preferred, SSP can provide the machine to DME. SSP's TFS source control can and will still be used for code control.

It has been assumed that the DME environment inclusive of the Responder application will have been previously replicated at the SSP or DME offices per the prior Clevest integration work.

SSP will first create the web method signatures that will be required for development by Trilliant and/or the CIS department. Once created, SSP will provide the WSDL for these web methods for reference by the respective development groups.

Next, SSP will create the required integration code for the four interface points. The code will be unit tested at SSP and interface installation and configuration documentation will be created.

1.3 Deployment Phase

To deploy the solution, SSP will travel onsite to DME offices for ~four days. It is expected that Trilliant and the CIS department would also be present onsite for this implementation, testing, and validation exercise.

SSP will install the integration code into the client production environment. SSP will test and validate the functionality within each system as well. For the balance of the visit, SSP will provide onsite production support as DME users test and validate the new functionality. Any issues will be addressed by either SSP or Trilliant as needed to ensure that the integration is working as designed. DME will be expected to validate that the functionality meets the design documentation and operates correctly.

Finally, upon completion of the onsite trip, SSP will provide remote support for the solution, up to 40 hours, over the following 10 business days. If support is required beyond the 10 business days or the 40 hours (whichever is achieved first) a change order may be required.

Additional time has not been included for a second environment installation, however if this becomes a requirement, the DME SSP retainer may be utilized for the work. At the completion of the offsite support period, the integration project will be considered complete.

2 Assumptions

The following assumptions have been made regarding the description of this work:

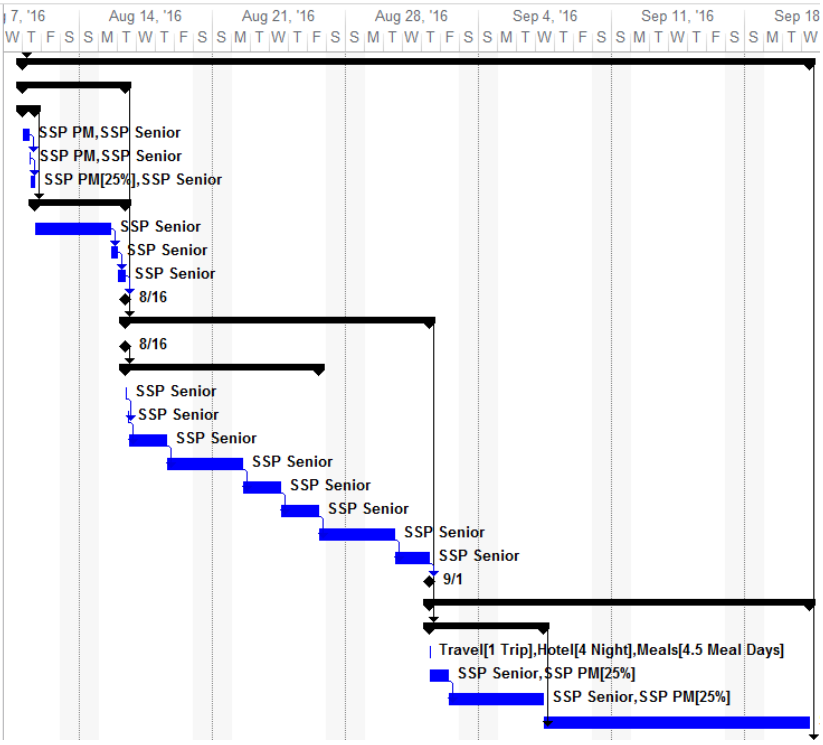
- SSP will already have a functioning DME test Rx environment up and running at our offices per previous projects.
- DME IT will provide all servers and will install all core Operating Systems.
- DME IT will be available to support any environmental, system access, or operating systems issues throughout the project.
- DME IT will provide all required environmental access in a timely manner (response time within 24 hours of request).
- DME must provide the targeted Oracle database version to SSP in writing at the project kickoff.
- DME will provide appropriate staff commitment levels to ensure the success of the integration project.
- Trilliant will provide appropriate staff commitment levels to ensure the success of the integration project.
- Alterations to the design documentation after acceptance may require a change order depending on the significance of the change.
- Only the functionality described in Section 1 will be implemented as part of this project.
- SSP has not included any time to train Schneider Electric on the support of the code, the usage of the code, the test harness, or the integration. If training time is needed, a change order will be required.
- DME will be responsible for ensuring that any required Responder data is in place to support the integration.
- DME and/or Trilliant will be responsible for developing any formal test cases of the integration points based on their usage within the Trilliant software. SSP will not create or deliver any formal test cases.
- Post deployment support will be provided for up to 10 business days following the onsite go live visit or 40 hours of work, whichever expires first. Once this support phase expires, the project will be deemed complete. If additional support time is required a change order will be required.
- The integration will be developed against Responder version 10.2.1.
- No formal training has been included in this statement of work. It is expected that the DME staff will be trained on Responder and Trilliant usage independent of this project.

3 Project Plan

The detailed project plan that was used to scope and budget this project has been included below. It can be reviewed for additional information on tasks and duration.

Dates depicted in the project plan are tentative and subject to change dependent on actual project start date and other factors; they're included here to communicate duration of tasks.

	Task Name	Start	Finish
29	**(2) AMI to OMS Integration**	**Thu 8/11/16**	**Wed 9/21/16**
30	**Detailed Design**	**Thu 8/11/16**	**Tue 8/16/16**
31	**Kickoff & Workshop**	**Thu 8/11/16**	**Thu 8/11/16**
32	Internal Kickoff & Planning	Thu 8/11/16	Thu 8/11/16
33	Remote Project Kickoff Meeting	Thu 8/11/16	Thu 8/11/16
34	Review Integration Points Workflow and SOA Appro	Thu 8/11/16	Thu 8/11/16
35	**Documentation**	**Thu 8/11/16**	**Tue 8/16/16**
36	Document Design Approach from RX Side	Thu 8/11/16	Mon 8/15/16
37	Review with Trilliant	Mon 8/15/16	Mon 8/15/16
38	Update as Required	Tue 8/16/16	Tue 8/16/16
39	Design Approved	Tue 8/16/16	Tue 8/16/16
40	**Develop**	**Tue 8/16/16**	**Thu 9/1/16**
41	ASSUMPTION: Environment Already Present	Tue 8/16/16	Tue 8/16/16
42	**Develop Integration Code**	**Tue 8/16/16**	**Fri 8/26/16**
43	Create Web Signatures	Tue 8/16/16	Tue 8/16/16
44	Provide WSDL to Trilliant	Tue 8/16/16	Tue 8/16/16
45	Web Service to Handle Power Down	Tue 8/16/16	Thu 8/18/16
46	Web Service to Handle Power Up	Thu 8/18/16	Mon 8/22/16
47	Meter Ping	Mon 8/22/16	Wed 8/24/16
48	Non-Pay Identification	Wed 8/24/16	Fri 8/26/16
49	Unit Testing	Fri 8/26/16	Tue 8/30/16
50	Interface Documentation	Tue 8/30/16	Thu 9/1/16
51	Integration Validated and Ready for Client Testing	Thu 9/1/16	Thu 9/1/16
52	**Deploy**	**Thu 9/1/16**	**Wed 9/21/16**
53	**Onsite Client Testing**	**Thu 9/1/16**	**Wed 9/7/16**
54	Travel	Thu 9/1/16	Thu 9/1/16
55	Installation into Client Environment	Thu 9/1/16	Fri 9/2/16
56	Onsite Testing & Validation	Fri 9/2/16	Wed 9/7/16
57	Offsite Support	Wed 9/7/16	Wed 9/21/16



4 Quote

This quote is tied directly to the scope of work detailed within this document. Any changes to the scope of work before or during the project would result in a change order.

This quote is provided as a fixed priced number inclusive of all expenses and is good for 90 days from the date listed on this SOW.

Upon completion of this project, a single invoice will be provided to DME for its entirety.

Project Task	Est. Duration*	Subtotal
DME Responder-Trilliant Integration		
Design Phase	***4 Bus. Days***	***$6,800.00***
Project Management		
Kickoffs & Workshops		
Documentation		
Development Phase	***12 Bus. Days***	***$24,000.00***
Project Management		
Develop Integration Code		
Unit Testing		
Interface Documentation		
Deployment Phase	***14 Bus. Days***	***$20,370.00***
Project Management		
Onsite Installation, Testing, Validation		
Offsite Support		
Grand Total	**30 Bus. Days**	**$51,170.00**

*Duration estimates are subject to many project factors, some of which are outside of SSP's control. Therefore, all durations depicted are non-binding estimates only.

Note: All travel costs are included in the above quote.

EXHIBIT 7

Scope of Work #16-2-11

Implementation of

ArcGIS Online Public Streetlight Reporting Application

Version 1.1

Prepared For:

March 7, 2016

Work to be performed by

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1 Overview

Denton Municipal Electric ("DME") has experimented with ArcGIS Online and has communicated its wish to configure an enterprise level solution that will allow them to expose and collect data from the public. In order to resolve this requirement, SSP Innovations ("SSP") will work with DME to install all required components to securely expose data from the back office to the internet via our standard recommended architecture. This will provide the foundation for this specific streetlight reporting effort as well as all future ArcGIS Online projects including customer engagement, field inspections, public outage maps, and many other implementation use cases.

Specifically within this project, SSP will work with DME to install and configure a template to collect streetlight outages from the public. The outages will be used to drive automatic notifications of other systems and/or individuals within DME (TBD). Additionally, a public facing streetlight outage map will be created to inform customers as to current outages and potentially restored outage locations.

At times this project may require several different SSP and DME resources. However, throughout the entirety of the project, the selected SSP Project Manager (TBD dependent on start date) will be the sole person responsible for executive project communication, issue resolution, resource management & scheduling, and ultimately, an on-time delivery of the stated solution. Additionally, the SSP Account Manager (Dean Perry) will be available to DME throughout the project duration to discuss any nontechnical or personnel-specific concerns or questions.

The following section describes the tasks required to perform this implementation in detail.

1.1 Design Phase

To begin the project, SSP will host a remote web session, up to four hours, to kick off the project and understand any work DME has done to date related to the streetlight outage reporting effort. This will also provide DME IT an opportunity to review the recommended architecture and to ask questions relating to the proposed solution. Additionally, DME should be prepared to represent what types of notifications are required for a streetlight outage, within this meeting. SSP will support email notifications and/or a call into a 3rd party system via a web service, if this functionality already exists.

Next, SSP will draft a high-level document showing the approach to the required ArcGIS Online informational map products, as well as the notifications. This document will be reviewed with DME, updated per any client feedback, and finally submitted & accepted as the design for the project.

1.2 Development Phase

To begin the development phase, SSP will develop the code for the notification functionality using a standard SSP Nightly Batch Suite (NBS) application. An NBS application decreases the time required to develop custom applications by providing standardized approaches for application scheduling notifications, logging, and geodatabase access.

An application will be developed matching the requirements from the design document.

1.3 Deployment Phase

To deploy the solution, SSP will travel onsite to DME for a full week. The week will include installation and configuration of an enterprise-ready ArcGIS Online configuration including secure access of mapping services via the internet.

SSP will then install and validate the NBS automation application for consuming streetlight outages entered via ArcGIS Online. SSP will also create the various web maps to be used in collecting the outages and for displaying the outage map to the public via the DME website.

SSP will conclude the week by fully training DME administrative personnel on the solution, to allow them to deploy similar solutions on their own in the future. The goal is to enable DME to be as self-sufficient with the technology as possible.

Finally, immediately upon conclusion of the onsite week, SSP will provide a remote support period for DME's production usage of the application, up to five business days or 10 hours of labor, whichever occurs first. Should additional support be required, a change order may be necessary, or the DME-SSP retainer may be used.

2 Assumptions

The following assumptions have been made regarding the description of this work:

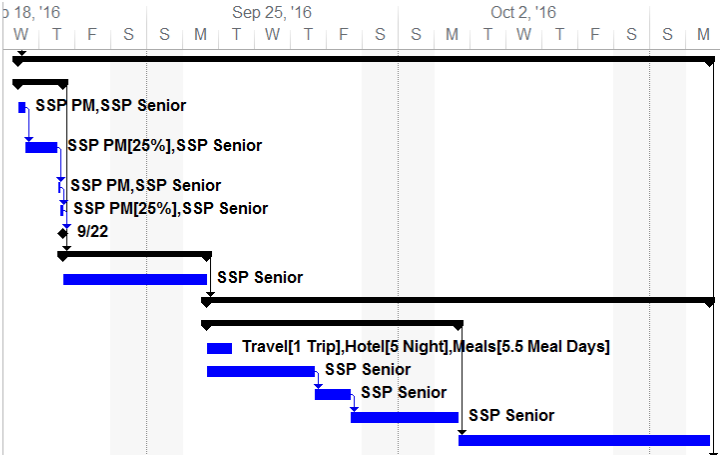
- DME IT will provide all servers and will install all core Operating Systems.
- DME IT will be available to support any environmental, system access, or operating systems issues throughout the project.
- DME IT will provide all required environmental access in a timely manner (response time within 24 hours of request).
- DME will provide appropriate staff commitment levels to ensure the success of the project.
- DME owns or will purchase all of the necessary Esri licensing for the software used for this project, including the required ArcGIS Server and ArcGIS Online subscription licensing (named users).
- DME will provide a dedicated server (either physical or VM Ware) to host the Esri ArcGIS Server application.
- DME will OPTIONALLY provide a dedicated server (either physical or VM Ware) to host Microsoft IIS and ArcGIS Web Adaptor within their DMZ.
- DME will be responsible for purchasing an SSL certificate and installing it within Microsoft IIS on the DMZ server if https is used (recommended).
- DME will allow the ArcGIS Server rest services to be made accessible to the internet via a DMZ web server and will open the required ports as shown in the diagram in this SOW.
- The post-deployment remote support included in this project is for up to 10 hours of work or 5 days of duration, whichever comes first. If further support is deemed necessary, a change order or follow-on support contract may be required.

3 Project Plan

The detailed project plan that was used to scope and budget this project has been included below. It can be reviewed for additional information on tasks and duration.

Dates depicted in the project plan are tentative and subject to change dependent on actual project start date and other factors; they're included here to communicate duration of tasks.

	Task Name	Start	Finish
58	**(3) Public AGOL Streetlight Reporting**	**Wed 9/21/16**	**Mon 10/10/16**
59	**Design**	**Wed 9/21/16**	**Thu 9/22/16**
60	Remote Session To Understand What Has Been Done vs. What is Needed	Wed 9/21/16	Wed 9/21/16
61	High Level Document on Approach for Map and Notifications	Wed 9/21/16	Thu 9/22/16
62	Review with DME	Thu 9/22/16	Thu 9/22/16
63	Update as Required	Thu 9/22/16	Thu 9/22/16
64	Design Approved	Thu 9/22/16	Thu 9/22/16
65	**Development**	**Thu 9/22/16**	**Mon 9/26/16**
66	Code SSP NBS Application for Automation	Thu 9/22/16	Mon 9/26/16
67	**Deploy**	**Mon 9/26/16**	**Mon 10/10/16**
68	**Onsite Install**	**Mon 9/26/16**	**Mon 10/3/16**
69	Travel	Mon 9/26/16	Tue 9/27/16
70	Install / Configure AGOL for Internet Consumption	Mon 9/26/16	Thu 9/29/16
71	Install & Validate NBS Automation App	Thu 9/29/16	Fri 9/30/16
72	Train DME on Solution	Fri 9/30/16	Mon 10/3/16
73	Offsite Support	Mon 10/3/16	Mon 10/10/16



4 Quote

This quote is tied directly to the scope of work detailed within this document. Any changes to the scope of work before or during the project would result in a change order.

This quote is provided as a fixed priced number inclusive of all expenses and is good for 90 days from the date listed on this SOW.

Upon completion of this project, a single invoice will be provided to DME for its entirety.

Project Task	Est. Duration*	Subtotal
DME ArcGIS Online Public Streetlight Reporting Application Implementation		
Design Phase	***2 bus days***	***$4,000.00***
Project Management		
Kickoffs & Workshops		
Documentation		
Development Phase	***2 bus days***	***$4,000.00***
Project Management		
SSP NBS App Code Development		
Deployment Phase	***10 bus days***	***$20,005.00***
Project Management		
Onsite Install/Configure Solution		
SSP Nightly Batch Suite Framework Product Purchase		
Offsite Support		
Grand Total	**14 bus days**	**$28,005.00**

*Duration estimates are subject to many project factors, some of which are outside of SSP's control. Therefore, all durations depicted are non-binding estimates only.

Note: All travel costs are included in the above quote.

EXHIBIT 7

Ballpark Estimate

Miscellaneous Requirements

Version 1.3

Prepared For:

April 21, 2016

Work to be performed by

ssp innovations

esri Partner Network Silver

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1 Overview

Denton Municipal Electric ("DME") has provided an extensive list of various requirements to SSP Innovations ("SSP") around enhancing and/or improving the functionality of and around its GIS. In response to the list, this document provides rough order of magnitude cost estimates, and line-item task detail where possible, as to the work likely required to resolve each requirement.

All depictions of levels of effort, durations and/or costs within this document shall be considered non-binding ballpark estimates for rough budgeting purposes only. SSP does not guarantee the success of any of the below solutions at the stated price.

In order to obtain a committed SOW with subtask-level detail, schedule and fixed costs, a scoping conversation would be required between the two entities for the corresponding requirement.

Prices included are using SSP rates and projected costs for projects signed in calendar year 2016. These rates are subject to change.

*A portion of the services described herein requires SSP's access to DME's Schneider Electric ArcFM Suite licensing. Per updated SSP internal technology policy, in order for SSP to utilize DME's Schneider Electric licensing for development and/or testing purposes, SSP will require DME to accommodate one of two activities for SSP's proper access:

1. If permitted within its software license agreements and preferable to DME, DME will provide SSP the required Schneider Electric software installers via FTP or Sharefile for SSP's use on development machines. DME provides access to its network via VPN along with the IP address and machine name of its license server. SSP will reference the license server for the term of testing any code / processes only. The network access will support allowing SSP machines onto the DME network to reference the server.
2. Alternatively, DME will provide a desktop or server that SSP is provided login rights to, on DME's network. SSP will deploy our software development tools to this machine and use it to develop and test all new functionality. SSP will remote desktop to this environment to perform this work. This machine can be either physical or virtual. If virtual is preferred, SSP can provide the machine to DME. SSP's TFS source control can and will still be used for code control.

2 Ballpark Estimates by Requirement

2.1 Implementation of Graphic Work Design & Work Order Management System Integration

SSP is currently working with DME to document DME's workflow processes and potential system interfaces surrounding work order management and design. DME will utilize this project as an input into the decision-making process around a future purchase and installation of both a capital work order management system as well as a graphic work design tool.

Depending on the systems DME chooses for installation, SSP will handle the installation, configuration, and any customization of the applications to meet DME's requirements. A financial ballpark previously provided to DME has been included in this document as a placeholder for this work. A revised and detailed task order and project plan will be created and agreed upon with DME before any work commences.

Cost Estimate: $600,000.00

2.1.1 Anticipated Task List

Not available at this time – scoping calls required.

2.2 Integration of Responder OMS to DME Community Relations Outage Application

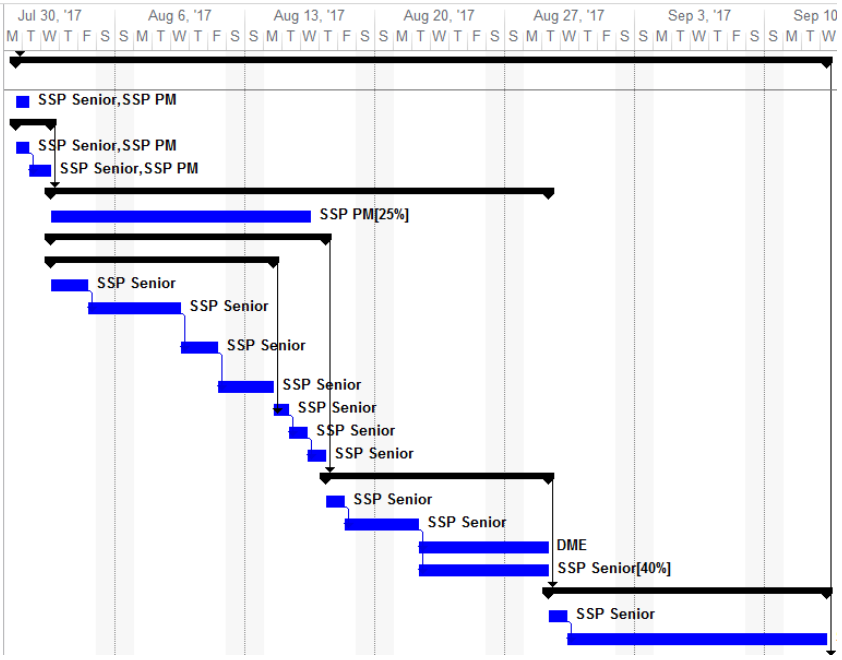
DME is currently evaluating customer-facing applications that will allow customers to check their status within an outage event. This will work by allowing the third-party application to check for a customer's participation in a confirmed incident within Responder. Another option would be to allow customers to report an outage via the third-party application.

While DME has not selected a vendor or application for this functionality as of yet, SSP has previously implemented similar Responder-based functionality at other utilities and has used those projects to provide a ballpark for this project.

Cost Estimate: $55,000.00

2.2.1 Anticipated Task List

	Task Name	Start	Finish
76	**(5) Integration of OMS to DME Community Relations Outage App**	**Mon 7/31/17**	**Wed 9/13/17**
77	Internal Kickoff	Mon 7/31/17	Tue 8/1/17
78	**Design**	**Mon 7/31/17**	**Wed 8/2/17**
79	Remote Kickoff Meeting	Mon 7/31/17	Tue 8/1/17
80	Remote Review Integration Points with App Vendor	Tue 8/1/17	Wed 8/2/17
81	**Development**	**Wed 8/2/17**	**Tue 8/29/17**
82	Support App Vendor On Utilizing RX IVR Web Services	Wed 8/2/17	Wed 8/16/17
83	**New Development**	**Wed 8/2/17**	**Thu 8/17/17**
84	**App Vendor Export**	**Wed 8/2/17**	**Mon 8/14/17**
85	Create Windows Service	Wed 8/2/17	Fri 8/4/17
86	Generate Export File with Required Fields for Current Outage Customers (Include ETR)	Fri 8/4/17	Wed 8/9/17
87	Generate Export File with Incident Level Data for Unconfirmed, Confirmed, and Restored Incidents	Wed 8/9/17	Fri 8/11/17
88	FTP File to App Vendor	Fri 8/11/17	Mon 8/14/17
89	Create Installer	Mon 8/14/17	Tue 8/15/17
90	Unit Test	Tue 8/15/17	Wed 8/16/17
91	Create Turnover Documentation	Wed 8/16/17	Thu 8/17/17
92	**Test Deployment**	**Thu 8/17/17**	**Tue 8/29/17**
93	Deploy to DME Test	Thu 8/17/17	Fri 8/18/17
94	Validation in DME Environment w/App Vendor	Fri 8/18/17	Tue 8/22/17
95	DME Testing	Tue 8/22/17	Tue 8/29/17
96	SSP Support Testing and Resolve Issues	Tue 8/22/17	Tue 8/29/17
97	**Deployment**	**Tue 8/29/17**	**Wed 9/13/17**
98	Install into Production	Tue 8/29/17	Wed 8/30/17
99	Support Go Live	Wed 8/30/17	Wed 9/13/17



2.3 Improvement of Public Facing Outage Map

This implementation will utilize the ArcGIS Online components that were installed via the previously scoped project *Installation of ArcGIS Online Public Streetlight Reporting Application* (SSP SOW #16-2-11) to provide secure access to GIS data via the internet. This will allow for the Responder data to be viewed via the public facing DME website.

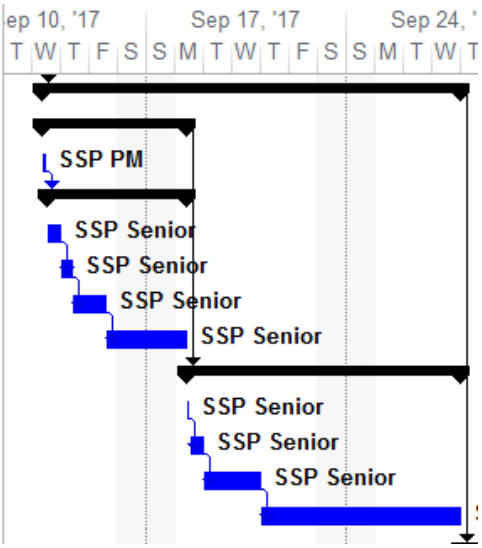
DME has already experimented with creating an outage map, but the current map shows the individual responder incident locations (exact location of outage), which is not a recommended pattern.

SSP recommends usage of our standard approach for public facing responder outage maps. This approach utilizes an aggregation of the Responder incident data to various polygons covering the service territory. This data is then made available to a web map template provided by Esri specifically for public facing outages. This template will be installed and configured alongside the SSP NBS application for Responder aggregation.

Cost Estimate: $16,000.00

2.3.1 Anticipated Task List

	Task Name	Start	Finish
100	**(6) Improve Public Facing Outage Map**	**Wed 9/13/17**	**Wed 9/27/17**
101	**Development**	**Wed 9/13/17**	**Mon 9/18/17**
102	Remote - Kickoff	Wed 9/13/17	Wed 9/13/17
103	**NBS Application**	**Wed 9/13/17**	**Mon 9/18/17**
104	Architect Solution	Wed 9/13/17	Wed 9/13/17
105	Create New Polygon Feature Class Based on Bookl	Thu 9/14/17	Thu 9/14/17
106	Code NBS App for Aggregation	Thu 9/14/17	Fri 9/15/17
107	Unit Test with Responder @ SSP	Fri 9/15/17	Mon 9/18/17
108	**Deployment**	**Mon 9/18/17**	**Wed 9/27/17**
109	Install and Configure NBS Update Application	Mon 9/18/17	Mon 9/18/17
110	Create Two ArcGIS Online WebMaps (Public and Editi	Mon 9/18/17	Mon 9/18/17
111	Test & Validate Solution	Tue 9/19/17	Wed 9/20/17
112	Remote Support	Thu 9/21/17	Wed 9/27/17



2.4 Implementation of GIS Management Dashboard

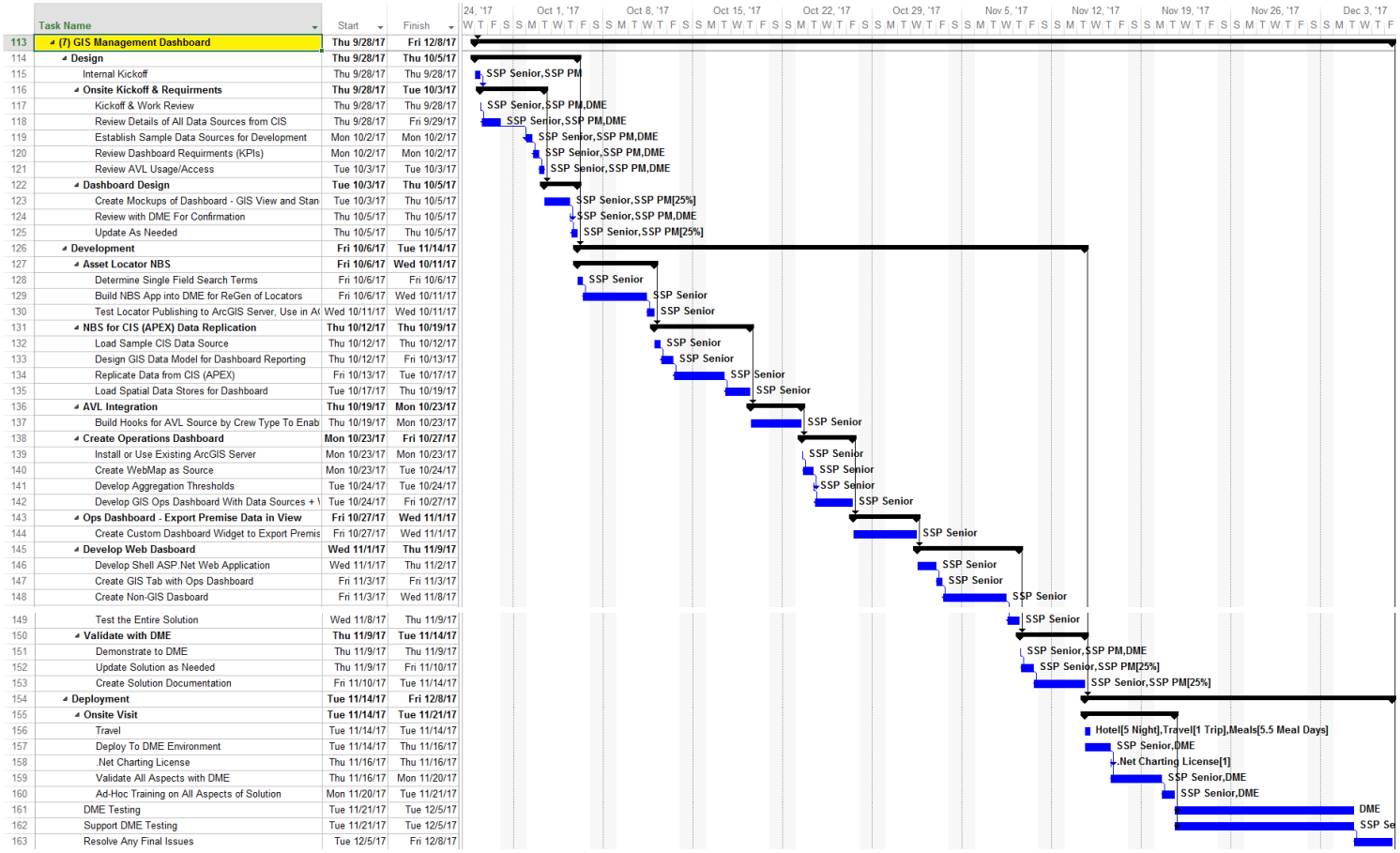
DME would like to build a GIS dashboard that includes both statistical information extracted from GIS (e.g., miles of line for distribution primary overhead and underground, etc.), as well as general mapping tools for managing day-to-day operations. SSP is currently working on a similar project at another utility and has used this project to ballpark this effort at DME.

SSP would propose to create a standard ASP.Net website that is driven by two major functional tabs. The first (default) tab will contain the statistical key performance indicators (KPIs) that are extracted from the underlying data. Presentation of this data may include charts and graphs as needed. The second major tab will include an embedded web view of a configured Esri Operations Dashboard which will provide a mapping-based approach to locating specific assets, events, or work. Operations dashboard provides additional functionality for adding graphs and charts tied directly to the data on the map.

The combination of the statistical and map-based dashboard will provide DME with maximum flexibility for providing information to managers throughout the utility.

Cost Estimate: $98,405.00

2.4.1 Anticipated Task List



	Task Name	Start	Finish
113	**(7) GIS Management Dashboard**	**Thu 9/28/17**	**Fri 12/8/17**
114	**Design**	**Thu 9/28/17**	**Thu 10/5/17**
115	Internal Kickoff	Thu 9/28/17	Thu 9/28/17
116	**Onsite Kickoff & Requirments**	**Thu 9/28/17**	**Tue 10/3/17**
117	Kickoff & Work Review	Thu 9/28/17	Thu 9/28/17
118	Review Details of All Data Sources from CIS	Thu 9/28/17	Fri 9/29/17
119	Establish Sample Data Sources for Development	Mon 10/2/17	Mon 10/2/17
120	Review Dashboard Requirments (KPIs)	Mon 10/2/17	Mon 10/2/17
121	Review AVL Usage/Access	Tue 10/3/17	Tue 10/3/17
122	**Dashboard Design**	**Tue 10/3/17**	**Thu 10/5/17**
123	Create Mockups of Dashboard - GIS View and Stan	Tue 10/3/17	Thu 10/5/17
124	Review with DME For Confirmation	Thu 10/5/17	Thu 10/5/17
125	Update As Needed	Thu 10/5/17	Thu 10/5/17
126	**Development**	**Fri 10/6/17**	**Tue 11/14/17**
127	**Asset Locator NBS**	**Fri 10/6/17**	**Wed 10/11/17**
128	Determine Single Field Search Terms	Fri 10/6/17	Fri 10/6/17
129	Build NBS App into DME for ReGen of Locators	Fri 10/6/17	Wed 10/11/17
130	Test Locator Publishing to ArcGIS Server, Use in A	Wed 10/11/17	Wed 10/11/17
131	**NBS for CIS (APEX) Data Replication**	**Thu 10/12/17**	**Thu 10/19/17**
132	Load Sample CIS Data Source	Thu 10/12/17	Thu 10/12/17
133	Design GIS Data Model for Dashboard Reporting	Thu 10/12/17	Fri 10/13/17
134	Replicate Data from CIS (APEX)	Fri 10/13/17	Tue 10/17/17
135	Load Spatial Data Stores for Dashboard	Tue 10/17/17	Thu 10/19/17
136	**AVL Integration**	**Thu 10/19/17**	**Mon 10/23/17**
137	Build Hooks for AVL Source by Crew Type To Enab	Thu 10/19/17	Mon 10/23/17
138	**Create Operations Dashboard**	**Mon 10/23/17**	**Fri 10/27/17**
139	Install or Use Existing ArcGIS Server	Mon 10/23/17	Mon 10/23/17
140	Create WebMap as Source	Mon 10/23/17	Tue 10/24/17
141	Develop Aggregation Thresholds	Tue 10/24/17	Tue 10/24/17
142	Develop GIS Ops Dashboard With Data Sources + \	Tue 10/24/17	Fri 10/27/17
143	**Ops Dashboard - Export Premise Data in View**	**Fri 10/27/17**	**Wed 11/1/17**
144	Create Custom Dashboard Widget to Export Premis	Fri 10/27/17	Wed 11/1/17
145	**Develop Web Dasboard**	**Wed 11/1/17**	**Thu 11/9/17**
146	Develop Shell ASP.Net Web Application	Wed 11/1/17	Thu 11/2/17
147	Create GIS Tab with Ops Dashboard	Fri 11/3/17	Fri 11/3/17
148	Create Non-GIS Dasboard	Fri 11/3/17	Wed 11/8/17
149	Test the Entire Solution	Wed 11/8/17	Thu 11/9/17
150	**Validate with DME**	**Thu 11/9/17**	**Tue 11/14/17**
151	Demonstrate to DME	Thu 11/9/17	Thu 11/9/17
152	Update Solution as Needed	Thu 11/9/17	Fri 11/10/17
153	Create Solution Documentation	Fri 11/10/17	Tue 11/14/17
154	**Deployment**	**Tue 11/14/17**	**Fri 12/8/17**
155	**Onsite Visit**	**Tue 11/14/17**	**Tue 11/21/17**
156	Travel	Tue 11/14/17	Tue 11/14/17
157	Deploy To DME Environment	Tue 11/14/17	Thu 11/16/17
158	.Net Charting License	Thu 11/16/17	Thu 11/16/17
159	Validate All Aspects with DME	Thu 11/16/17	Mon 11/20/17
160	Ad-Hoc Training on All Aspects of Solution	Mon 11/20/17	Tue 11/21/17
161	DME Testing	Tue 11/21/17	Tue 12/5/17
162	Support DME Testing	Tue 11/21/17	Tue 12/5/17
163	Resolve Any Final Issues	Tue 12/5/17	Fri 12/8/17

2.5 Review of Disaster Recovery & Backup Solutions for GIS, OMS and Related Systems

DME would like to have their current DR and backup solutions reviewed by an expert in the field.

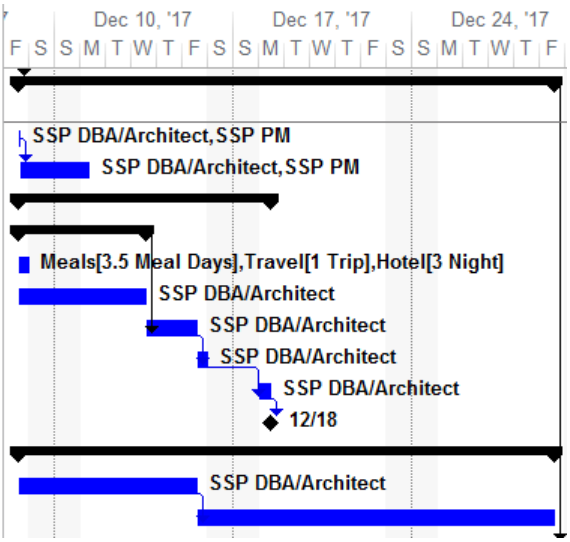
An SSP enterprise architect will travel to DME to work with them to review all current procedures for disaster recovery, optionally high availability, and backups. The architect will then draft a recommendations document covering all recommended changes including potential usage of additional database and/or other software applications to increase the redundancy of the system.

SSP will then lead the implementation of the changes and provide support surrounding the new software/procedures. SSP has provided a ballpark for this effort based on experience at other utilities.

Cost Estimate: $33,235.00

2.5.1 Anticipated Task List

	Task Name	Start	Finish
164	**(8) Disaster Recovery & Backup Solutions for GIS, OMS, and Related Systems**	**Fri 12/8/17**	**Fri 12/29/17**
165	Internal Kickoff	Fri 12/8/17	Fri 12/8/17
166	Kickoff with DME	Fri 12/8/17	Mon 12/11/17
167	**Design**	**Fri 12/8/17**	**Mon 12/18/17**
168	**Onsite Consult**	**Fri 12/8/17**	**Wed 12/13/17**
169	Travel	Fri 12/8/17	Fri 12/8/17
170	Onsite Consultation	Fri 12/8/17	Wed 12/13/17
171	Draft Recommendations Documentation	Wed 12/13/17	Fri 12/15/17
172	Review with DME	Fri 12/15/17	Fri 12/15/17
173	Update as Needed	Mon 12/18/17	Mon 12/18/17
174	Design Accepted	Mon 12/18/17	Mon 12/18/17
175	**Implementation**	**Fri 12/8/17**	**Fri 12/29/17**
176	TBD	Fri 12/8/17	Fri 12/15/17
177	Support	Fri 12/15/17	Fri 12/29/17



2.6 Assistance with GIS Upgrade

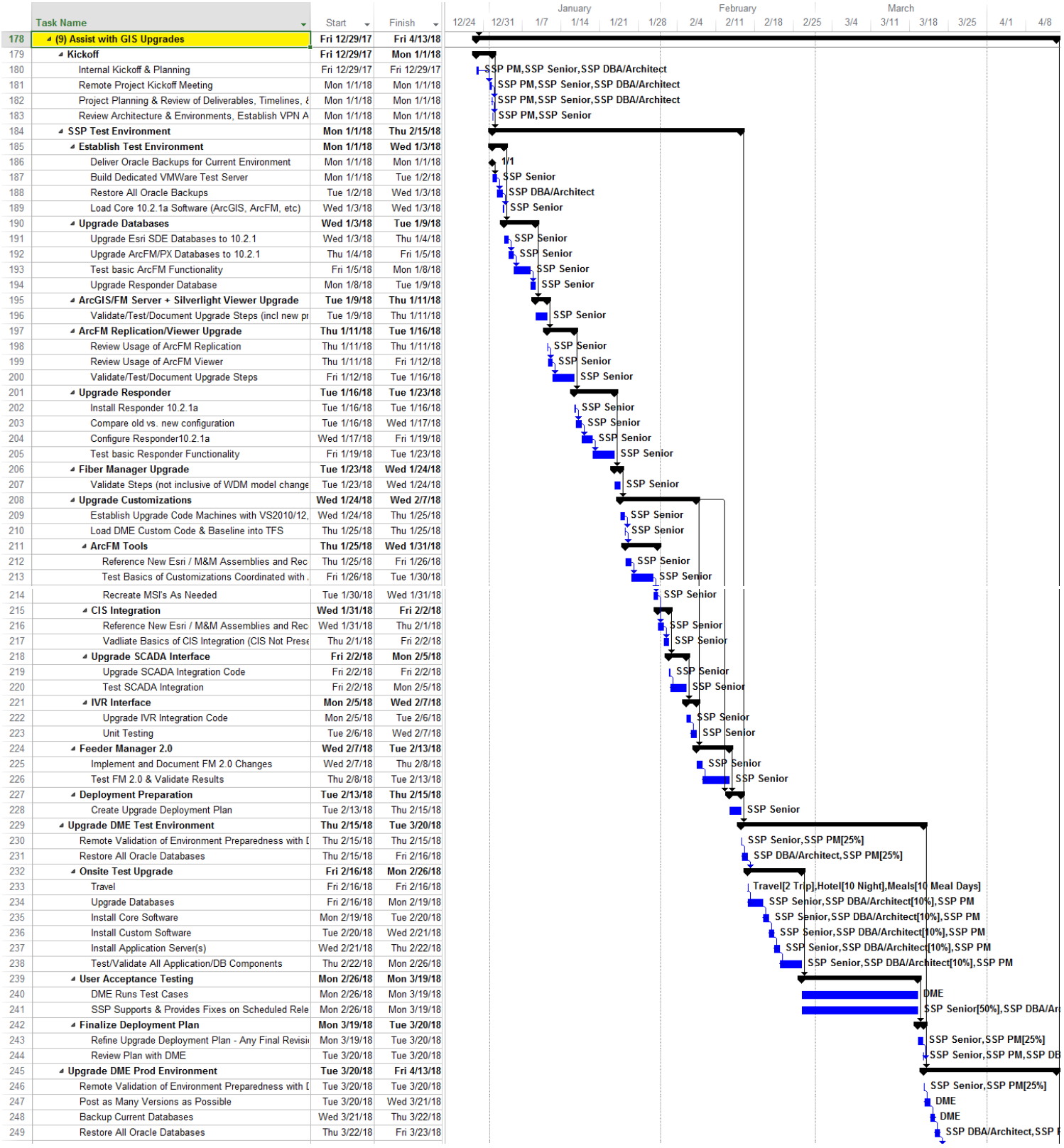
Every other year, DME performs upgrades for the GIS and the related application extensions (ArcFM, OMS, etc.). DME is already underway with an upgrade to Esri 10.2.1, which will be the standardized version for usage within ArcGIS Desktop until the newer Esri Utility Network (UN) is ready for usage by the industry.

This may or may not be within the three-year suggested timeframe of this proposed agreement. Therefore, SSP has included a ballpark for supporting various upgrade activities during this time. This may be related to implementation of the new UN and/or may be used to update/upgrade other supporting application components within the context of DME GIS.

A key suggestion for this work would be an Oracle upgrade to version 12c, which is heavily tied to several DME custom Responder integrations for SCADA and IVR. Per DME recommendations, these Responder integrations should be upgraded and/or replaced for better Oracle compliance prior to upgrading Oracle. The time and budget allotted to this task will be evaluated closer to the time when an upgrade is requested/required by DME.

Cost Estimate: $156,620.00

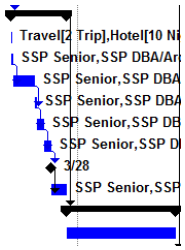
2.6.1 Anticipated Task List



	Task Name	Start	Finish
178	(9) Assist with GIS Upgrades	Fri 12/29/17	Fri 4/13/18
179	Kickoff	Fri 12/29/17	Mon 1/1/18
180	Internal Kickoff & Planning	Fri 12/29/17	Fri 12/29/17
181	Remote Project Kickoff Meeting	Mon 1/1/18	Mon 1/1/18
182	Project Planning & Review of Deliverables, Timelines, &	Mon 1/1/18	Mon 1/1/18
183	Review Architecture & Environments, Establish VPN A	Mon 1/1/18	Mon 1/1/18
184	SSP Test Environment	Mon 1/1/18	Thu 2/15/18
185	Establish Test Environment	Mon 1/1/18	Wed 1/3/18
186	Deliver Oracle Backups for Current Environment	Mon 1/1/18	Mon 1/1/18
187	Build Dedicated VMWare Test Server	Mon 1/1/18	Tue 1/2/18
188	Restore All Oracle Backups	Tue 1/2/18	Wed 1/3/18
189	Load Core 10.2.1a Software (ArcGIS, ArcFM, etc)	Wed 1/3/18	Wed 1/3/18
190	Upgrade Databases	Wed 1/3/18	Tue 1/9/18
191	Upgrade Esri SDE Databases to 10.2.1	Wed 1/3/18	Thu 1/4/18
192	Upgrade ArcFM/PX Databases to 10.2.1	Thu 1/4/18	Fri 1/5/18
193	Test basic ArcFM Functionality	Fri 1/5/18	Mon 1/8/18
194	Upgrade Responder Database	Mon 1/8/18	Tue 1/9/18
195	ArcGIS/FM Server + Silverlight Viewer Upgrade	Tue 1/9/18	Thu 1/11/18
196	Validate/Test/Document Upgrade Steps (incl new pr	Tue 1/9/18	Thu 1/11/18
197	ArcFM Replication/Viewer Upgrade	Thu 1/11/18	Tue 1/16/18
198	Review Usage of ArcFM Replication	Thu 1/11/18	Thu 1/11/18
199	Review Usage of ArcFM Viewer	Thu 1/11/18	Fri 1/12/18
200	Validate/Test/Document Upgrade Steps	Fri 1/12/18	Tue 1/16/18
201	Upgrade Responder	Tue 1/16/18	Tue 1/23/18
202	Install Responder 10.2.1a	Tue 1/16/18	Tue 1/16/18
203	Compare old vs. new configuration	Tue 1/16/18	Wed 1/17/18
204	Configure Responder10.2.1a	Wed 1/17/18	Fri 1/19/18
205	Test basic Responder Functionality	Fri 1/19/18	Tue 1/23/18
206	Fiber Manager Upgrade	Tue 1/23/18	Wed 1/24/18
207	Validate Steps (not inclusive of WDM model change	Tue 1/23/18	Wed 1/24/18
208	Upgrade Customizations	Wed 1/24/18	Wed 2/7/18
209	Establish Upgrade Code Machines with VS2010/12,	Wed 1/24/18	Thu 1/25/18
210	Load DME Custom Code & Baseline into TFS	Thu 1/25/18	Thu 1/25/18
211	ArcFM Tools	Thu 1/25/18	Wed 1/31/18
212	Reference New Esri / M&M Assemblies and Rec	Thu 1/25/18	Fri 1/26/18
213	Test Basics of Customizations Coordinated with .	Fri 1/26/18	Tue 1/30/18
214	Recreate MSI's As Needed	Tue 1/30/18	Wed 1/31/18
215	CIS Integration	Wed 1/31/18	Fri 2/2/18
216	Reference New Esri / M&M Assemblies and Rec	Wed 1/31/18	Thu 2/1/18
217	Vadliate Basics of CIS Integration (CIS Not Prese	Thu 2/1/18	Fri 2/2/18
218	Upgrade SCADA Interface	Fri 2/2/18	Mon 2/5/18
219	Upgrade SCADA Integration Code	Fri 2/2/18	Fri 2/2/18
220	Test SCADA Integration	Fri 2/2/18	Mon 2/5/18
221	IVR Interface	Mon 2/5/18	Wed 2/7/18
222	Upgrade IVR Integration Code	Mon 2/5/18	Tue 2/6/18
223	Unit Testing	Tue 2/6/18	Wed 2/7/18
224	Feeder Manager 2.0	Wed 2/7/18	Tue 2/13/18
225	Implement and Document FM 2.0 Changes	Wed 2/7/18	Thu 2/8/18
226	Test FM 2.0 & Validate Results	Thu 2/8/18	Tue 2/13/18
227	Deployment Preparation	Tue 2/13/18	Thu 2/15/18
228	Create Upgrade Deployment Plan	Tue 2/13/18	Thu 2/15/18
229	Upgrade DME Test Environment	Thu 2/15/18	Tue 3/20/18
230	Remote Validation of Environment Preparedness with D	Thu 2/15/18	Thu 2/15/18
231	Restore All Oracle Databases	Thu 2/15/18	Fri 2/16/18
232	Onsite Test Upgrade	Fri 2/16/18	Mon 2/26/18
233	Travel	Fri 2/16/18	Fri 2/16/18
234	Upgrade Databases	Fri 2/16/18	Mon 2/19/18
235	Install Core Software	Mon 2/19/18	Tue 2/20/18
236	Install Custom Software	Tue 2/20/18	Wed 2/21/18
237	Install Application Server(s)	Wed 2/21/18	Thu 2/22/18
238	Test/Validate All Application/DB Components	Thu 2/22/18	Mon 2/26/18
239	User Acceptance Testing	Mon 2/26/18	Mon 3/19/18
240	DME Runs Test Cases	Mon 2/26/18	Mon 3/19/18
241	SSP Supports & Provides Fixes on Scheduled Rele	Mon 2/26/18	Mon 3/19/18
242	Finalize Deployment Plan	Mon 3/19/18	Tue 3/20/18
243	Refine Upgrade Deployment Plan - Any Final Revisi	Mon 3/19/18	Tue 3/20/18
244	Review Plan with DME	Tue 3/20/18	Tue 3/20/18
245	Upgrade DME Prod Environment	Tue 3/20/18	Fri 4/13/18
246	Remote Validation of Environment Preparedness with D	Tue 3/20/18	Tue 3/20/18
247	Post as Many Versions as Possible	Tue 3/20/18	Wed 3/21/18
248	Backup Current Databases	Wed 3/21/18	Thu 3/22/18
249	Restore All Oracle Databases	Thu 3/22/18	Fri 3/23/18

EXHIBIT 7

250	**Onsite Prod Upgrade + Support**	**Fri 3/23/18**	**Fri 3/30/18**
251	Travel	Fri 3/23/18	Fri 3/23/18
252	Upgrade Databases	Fri 3/23/18	Fri 3/23/18
253	Install Core Software	Fri 3/23/18	Mon 3/26/18
254	Install Custom Software	Mon 3/26/18	Mon 3/26/18
255	Install Application Server(s)	Mon 3/26/18	Tue 3/27/18
256	Smoke Testing	Tue 3/27/18	Wed 3/28/18
257	Production GO LIVE	Wed 3/28/18	Wed 3/28/18
258	Onsite Production Support as needed	Wed 3/28/18	Fri 3/30/18
259	**Offsite Support**	**Fri 3/30/18**	**Fri 4/13/18**
260	Offsite Production Support as needed	Fri 3/30/18	Fri 4/13/18



2.7 Implementation of GIS-Based Asset Management Software

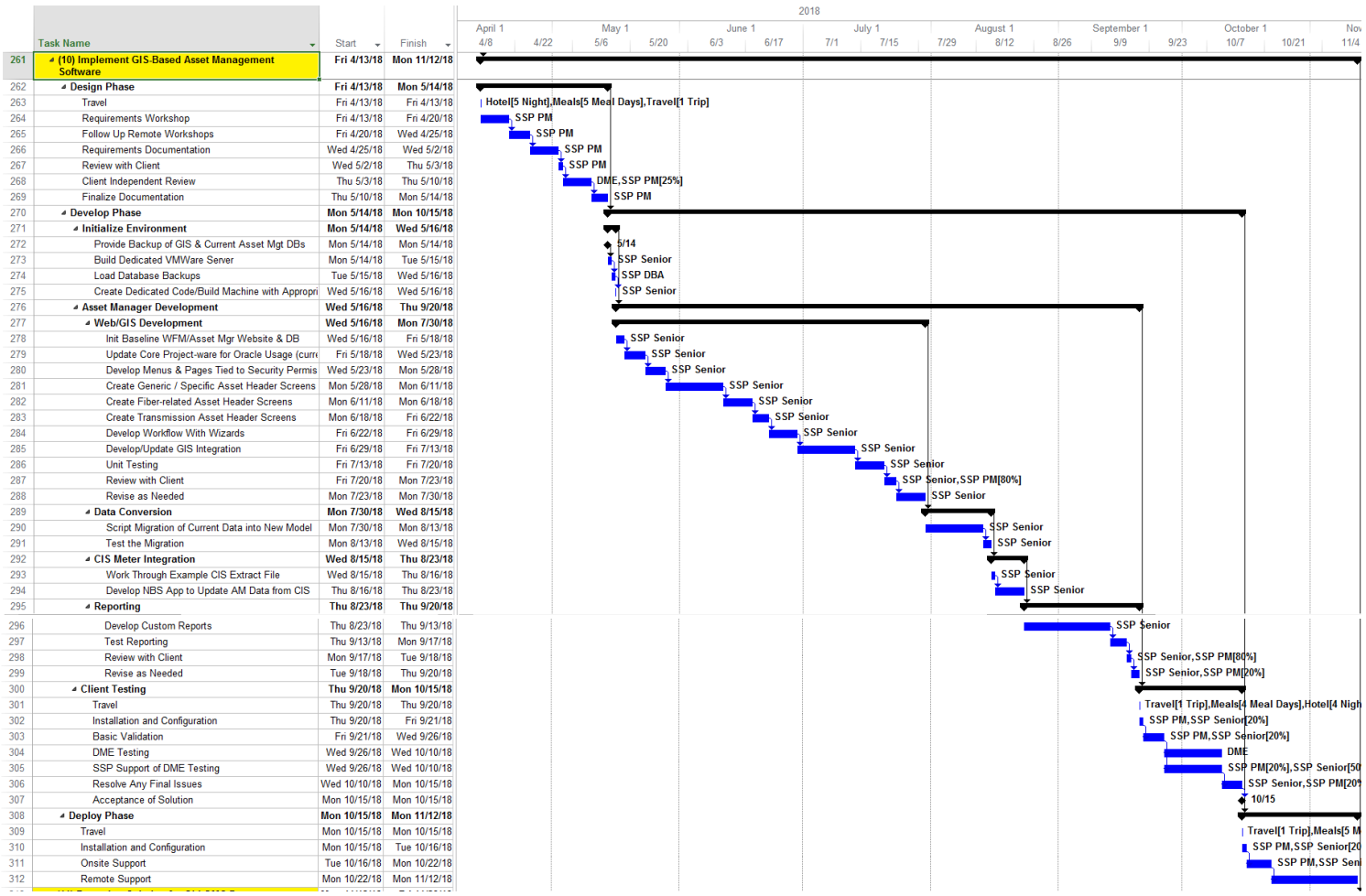
DME uses a Microsoft Access Database application to manage their assets today. The asset data is stored directly in their GIS database and there is custom functionality in place to allow the asset data to be linked to GIS asset records. The current solution is not a centrally managed application, utilizes VBA - which has been scheduled by Microsoft for deprecation - and lacks enterprise level security.

SSP is proposing to work with DME to develop a custom implementation of SSP's asset management project-ware which will move the asset management functionality into an enterprise-level intranet website using the latest recommended development platforms. This new implementation will give DME thorough confidence in the enterprise security by integrating it with Microsoft Active Directory for authentication along with a flexible role-based authorization model.

SSP's project-ware also includes best practices for integrating this data into the GIS within an ArcFM data model. SSP will review and make use of the asset management and GIS integration developed at DME today where possible to ensure the new solution meets the business needs of the organization. A ballpark for this work has been included based on a prior asset management statement of work provided to DME.

Cost Estimate: $263,490.00

2.7.1 Anticipated Task List



	Task Name	Start	Finish
261	**(10) Implement GIS-Based Asset Management Software**	**Fri 4/13/18**	**Mon 11/12/18**
262	**Design Phase**	**Fri 4/13/18**	**Mon 5/14/18**
263	Travel	Fri 4/13/18	Fri 4/13/18
264	Requirements Workshop	Fri 4/13/18	Fri 4/20/18
265	Follow Up Remote Workshops	Fri 4/20/18	Wed 4/25/18
266	Requirements Documentation	Wed 4/25/18	Wed 5/2/18
267	Review with Client	Wed 5/2/18	Thu 5/3/18
268	Client Independent Review	Thu 5/3/18	Thu 5/10/18
269	Finalize Documentation	Thu 5/10/18	Mon 5/14/18
270	**Develop Phase**	**Mon 5/14/18**	**Mon 10/15/18**
271	**Initialize Environment**	**Mon 5/14/18**	**Wed 5/16/18**
272	Provide Backup of GIS & Current Asset Mgt DBs	Mon 5/14/18	Mon 5/14/18
273	Build Dedicated VMWare Server	Mon 5/14/18	Tue 5/15/18
274	Load Database Backups	Tue 5/15/18	Wed 5/16/18
275	Create Dedicated Code/Build Machine with Appropri	Wed 5/16/18	Wed 5/16/18
276	**Asset Manager Development**	**Wed 5/16/18**	**Thu 9/20/18**
277	**Web/GIS Development**	**Wed 5/16/18**	**Mon 7/30/18**
278	Init Baseline WFM/Asset Mgr Website & DB	Wed 5/16/18	Fri 5/18/18
279	Update Core Project-ware for Oracle Usage (curr	Fri 5/18/18	Wed 5/23/18
280	Develop Menus & Pages Tied to Security Permis	Wed 5/23/18	Mon 5/28/18
281	Create Generic / Specific Asset Header Screens	Mon 5/28/18	Mon 6/11/18
282	Create Fiber-related Asset Header Screens	Mon 6/11/18	Mon 6/18/18
283	Create Transmission Asset Header Screens	Mon 6/18/18	Fri 6/22/18
284	Develop Workflow With Wizards	Fri 6/22/18	Fri 6/29/18
285	Develop/Update GIS Integration	Fri 6/29/18	Fri 7/13/18
286	Unit Testing	Fri 7/13/18	Fri 7/20/18
287	Review with Client	Fri 7/20/18	Mon 7/23/18
288	Revise as Needed	Mon 7/23/18	Mon 7/30/18
289	**Data Conversion**	**Mon 7/30/18**	**Wed 8/15/18**
290	Script Migration of Current Data into New Model	Mon 7/30/18	Mon 8/13/18
291	Test the Migration	Mon 8/13/18	Wed 8/15/18
292	**CIS Meter Integration**	**Wed 8/15/18**	**Thu 8/23/18**
293	Work Through Example CIS Extract File	Wed 8/15/18	Thu 8/16/18
294	Develop NBS App to Update AM Data from CIS	Thu 8/16/18	Thu 8/23/18
295	**Reporting**	**Thu 8/23/18**	**Thu 9/20/18**
296	Develop Custom Reports	Thu 8/23/18	Thu 9/13/18
297	Test Reporting	Thu 9/13/18	Mon 9/17/18
298	Review with Client	Mon 9/17/18	Tue 9/18/18
299	Revise as Needed	Tue 9/18/18	Thu 9/20/18
300	**Client Testing**	**Thu 9/20/18**	**Mon 10/15/18**
301	Travel	Thu 9/20/18	Thu 9/20/18
302	Installation and Configuration	Thu 9/20/18	Fri 9/21/18
303	Basic Validation	Fri 9/21/18	Wed 9/26/18
304	DME Testing	Wed 9/26/18	Wed 10/10/18
305	SSP Support of DME Testing	Wed 9/26/18	Wed 10/10/18
306	Resolve Any Final Issues	Wed 10/10/18	Mon 10/15/18
307	Acceptance of Solution	Mon 10/15/18	Mon 10/15/18
308	**Deploy Phase**	**Mon 10/15/18**	**Mon 11/12/18**
309	Travel	Mon 10/15/18	Mon 10/15/18
310	Installation and Configuration	Mon 10/15/18	Tue 10/16/18
311	Onsite Support	Tue 10/16/18	Mon 10/22/18
312	Remote Support	Mon 10/22/18	Mon 11/12/18

2.8 Implementation of Reporting Solution for Legacy OMS Data

DME relies on legacy OMS data from a previous installation of Milsoft (prior to Responder). Currently the only method of viewing the data is via usage of Milsoft's reporting tool. DME no longer wants to rely on the Milsoft reporting tool for access to this data and has requested that new independent reports be created to replicate the data that they need for ongoing operational management.

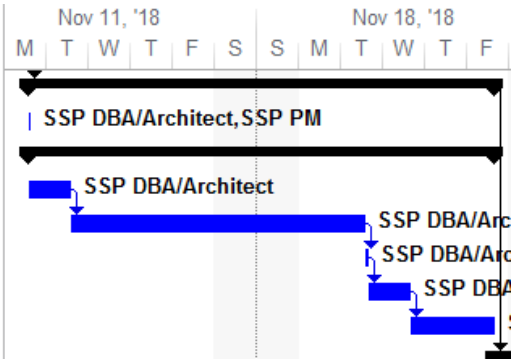
SSP's DBA will work with DME to review the Oracle storage for the underlying data. This data will then be replicated at SSP's offices where the DBA will work to design and build reports conveying the information that DME requires. These reports may utilize an out-of-the-box software package like SQL Server Reporting or Microsoft Access (TBD) to render the report format.

The resulting reports will be reviewed with DME and subsequently updated as needed. The final solution will then be deployed to DME, at which time the Milsoft application can be retired. SSP has included a ballpark for this work based on the requirements available at this time.

Cost Estimate: $18,900.00

2.8.1 Anticipated Task List

	Task Name	Start	Finish
313	**(11) Reporting Solution for Old OMS Data**	**Mon 11/12/18**	**Fri 11/23/18**
314	Internal Kickoff	Mon 11/12/18	Mon 11/12/18
315	**Implementation**	**Mon 11/12/18**	**Fri 11/23/18**
316	Work with DME to Review DB Backups	Mon 11/12/18	Tue 11/13/18
317	Design & Build Reports	Tue 11/13/18	Tue 11/20/18
318	Review with DME	Tue 11/20/18	Tue 11/20/18
319	Update as Needed	Tue 11/20/18	Wed 11/21/18
320	Implement at DME	Wed 11/21/18	Fri 11/23/18
321	**(12) New DME Web Based GIS Solution**	**Fri 11/23/18**	**Mon 12/17/18**



2.9 Implementation of New DME Web-Based GIS Solution

This implementation will utilize the ArcGIS Online components that were installed via the previously scoped project *Installation of ArcGIS Online Public Streetlight Reporting Application* (SSP SOW #16-2-11).

DME desires to move off of the legacy ArcFM Silverlight Viewer that is in use today to a newer HTML5 / JavaScript API viewer. Based on conversations with DME, SSP is recommending moving to an ArcGIS Online-based map viewer. This will provide DME with an industry-standard viewer without any customization required. The one key item that is not readily available in ArcGIS Online is ArcFM tracing, however DME has indicated that this functionality is not heavily used, and is therefore not imperative.

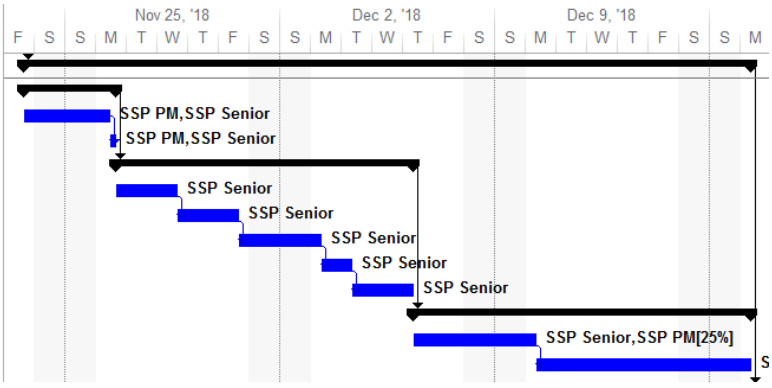
As part of this effort, SSP will also work with DME to replace their current ArcGIS Engine Inspector usage with an ArcGIS Online Collector installation. This will include configuring collection templates for field users to capture inspections including attribute data, GPS location, and optionally pictures. This data will then be available in the back office.

SSP has also included some (TBD) NBS automation to utilize the inspection data to drive notifications or other related reporting. SSP has included a ballpark for this work.

Cost Estimate: $24,900.00

2.9.1 Anticipated Task List

	Task Name	Start	Finish
321	**(12) New DME Web Based GIS Solution**	**Fri 11/23/18**	**Mon 12/17/18**
322	**Design**	**Fri 11/23/18**	**Mon 11/26/18**
323	Remote Session To Understand Needs	Fri 11/23/18	Mon 11/26/18
324	Determine Collector Needs	Mon 11/26/18	Mon 11/26/18
325	**Development**	**Mon 11/26/18**	**Thu 12/6/18**
326	Develop AGOL Map Products	Mon 11/26/18	Wed 11/28/18
327	Configure Collector Pattern(s)	Wed 11/28/18	Fri 11/30/18
328	Review with DME	Fri 11/30/18	Mon 12/3/18
329	Update as Needed	Mon 12/3/18	Tue 12/4/18
330	NBS Automation TBD	Tue 12/4/18	Thu 12/6/18
331	**Deploy**	**Thu 12/6/18**	**Mon 12/17/18**
332	Install into Production	Thu 12/6/18	Mon 12/10/18
333	Offsite Support	Mon 12/10/18	Mon 12/17/18



2.10 GIS Health Check-up

DME has requested a health check-up for all GIS systems that DME uses. This will cover an entire review of all core GIS, GIS customizations, and integrations in place.

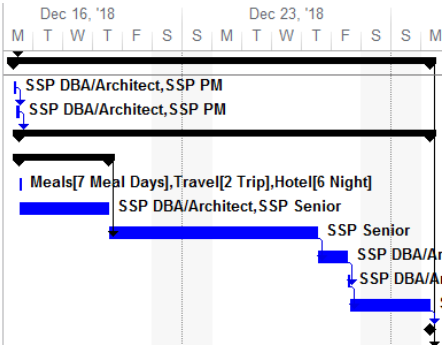
SSP will send both an enterprise architect and a senior consultant onsite to work with DME to review usage of the various systems. The architect will focus on usage of the database and hardware sizing, while the senior consultant will review the software, customization, and integration usage. The senior consultant will include a review all custom code to ensure it is operating correctly and efficiently.

The senior consultant and the architect will work together to create a recommendations guide covering all aspects of the GIS implementation. This document will be presented to DME, updated and finalized. It should be noted that this effort does not include the *implementation* of any recommendations. SSP has included a ballpark for this effort which may be revised closer to the project.

Cost Estimate: $30,870.00

2.10.1 Anticipated Task List

	Task Name	Start	Finish	Pieces	Cost	Duration	Work
334	**(13) Health Check**	**Mon 12/17/18**	**Mon 12/31/18**	**321**	**$30,870.00**	**9.88 days**	**137 h**
335	Internal Kickoff	Mon 12/17/18	Mon 12/17/18		$400.00	1 hr	2 h
336	Kickoff with DME	Mon 12/17/18	Mon 12/17/18	335	$800.00	0.25 days	4 h
337	**Design**	**Mon 12/17/18**	**Mon 12/31/18**	**336**	**$29,670.00**	**9.5 days**	**131 h**
338	**Onsite Consult**	**Mon 12/17/18**	**Thu 12/20/18**		**$13,070.00**	**3 days**	**48 h**
339	Travel	Mon 12/17/18	Mon 12/17/18		$3,470.00	0.25 days	0 h
340	Onsite Consultation	Mon 12/17/18	Thu 12/20/18		$9,600.00	3 days	48 h
341	Review All Code	Thu 12/20/18	Thu 12/27/18	338	$8,000.00	5 days	40 h
342	Draft Recommendations Documentation	Thu 12/27/18	Fri 12/28/18	341	$3,200.00	1 day	16 h
343	Review with DME	Fri 12/28/18	Fri 12/28/18	342	$800.00	0.25 days	4 h
344	Update as Needed	Fri 12/28/18	Mon 12/31/18	343	$800.00	0.25 days	4 h
345	Design Accepted	Mon 12/31/18	Mon 12/31/18	344	$0.00	0 days	0 h



2.11 Development of Custom DME GIS Training Materials

DME desires customized training materials for onboarding new GIS personnel and/or regression training of existing personnel.

SSP will work with DME to create custom course presentation content and exercises for ArcFM, Responder, whatever graphic work design tool is chosen, and any related applications. SSP will deliver the custom materials and then travel onsite to teach the course(s) during two separate visits.

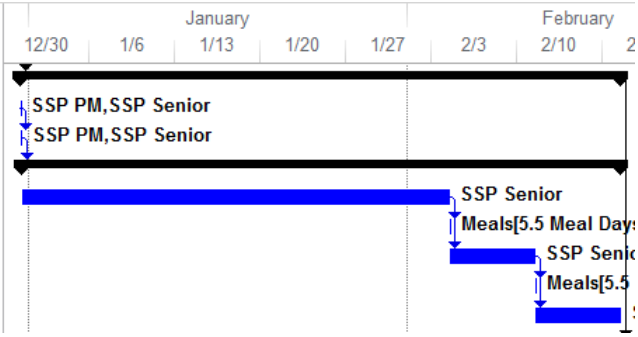
The training materials will be owned by DME and can be used for subsequent internal training sessions as needed. Either DME staff or SSP staff can be used for future training as desired (not included in this estimate).

SSP has included a ballpark for this effort which may be revised based on changes in the systems at the time the training materials are developed. DME will be responsible for providing access to the DME environment for development of the materials.

Cost Estimate: $75,610.00

2.11.1 Anticipated Task List

	Task Name	Start	Finish
346	**(14) DME Custom GIS Training Materials**	**Mon 12/31/18**	**Mon 2/18/19**
347	Internal Kickoff	Mon 12/31/18	Mon 12/31/18
348	Kickoff with DME	Mon 12/31/18	Mon 12/31/18
349	**Work**	**Mon 12/31/18**	**Mon 2/18/19**
350	Develop Course Materials	Mon 12/31/18	Mon 2/4/19
351	Travel	Mon 2/4/19	Mon 2/4/19
352	Onsite Training	Mon 2/4/19	Mon 2/11/19
353	Travel	Mon 2/11/19	Mon 2/11/19
354	Onsite Training	Mon 2/11/19	Mon 2/18/19



2.12 GIS-Related Projects for Distribution Automation and Unmanned Aerial Vehicle Systems

DME has requested assistance with future GIS-related projects including the integration and development needed for implementation of Distribution Automation systems and an Unmanned Aerial Vehicle system.

The requirements for these systems are unknown at this time so a simple placeholder for 130 days of work has been included in this document, to provide a general ballpark.

This item will need to be estimated once requirements are known.

Cost Estimate: $260,000.00

2.12.1 Anticipated Task List

Not available at this time – scoping calls required.

2.13 GIS Support and Additional Projects

DME desires a contractual mechanism to request ad hoc services for small jobs and/or issue/bug resolution from a qualified GIS consultant over the course of this PSA.

This will be a time & materials (T&M) rate for custom support on all GIS, OMS, and related custom components owned by DME. This includes all existing asset management auto-updaters, inspector auto-updaters and Responder custom pieces & integrations. This also includes any other GIS related projects or integrations that are identified including further customizations for any GIS products or integrations to other systems at DME. This could also include development of any applications needed for the DME GIS group.

In order to project a not-to-exceed cost for this task order, SSP has provided an estimate of 12% of a full time consultant to help with these miscellaneous activities over the course of a three-year time period. This work will be invoiced every thirty days ONLY for the work completed in the previous thirty days. SSP tracks T&M work down to the quarter-hour and provides timesheet log-level detail for all time worked under a T&M agreement. Any approved expenses would be reimbursed by DME.

The not-to-exceed cost and level of effort for this estimate can be increased or decreased by DME prior contracting for the work, based on DME's needs. SSP will work at the direction of DME until the allotted funds are exhausted, at which time a change order will be required to allocate additional funds.

Cost Estimate: Not-to-Exceed $241,360.00

Hourly Rate: $200.00

****In the event SSP must travel to DME to provide support services, all pre-approved travel expenses will be reimbursed by DME at cost.***

2.13.1 Anticipated Task List

As-needed support and services for duration of PSA.

EXHIBIT 7

SSP Proposal Summary

Integration/Clevest		$	46,435.00
Integration/Trilliant		$	51,170.00
Streetlight Reporting		$	28,005.00
Miscellaneous			
Includes:	Graphic Work Design & Work Order Mgmt System Integration	$	600,000.00
	Integration/Responder OMS	$	55,000.00
	Improvement of Public Facing Outage Map	$	16,000.00
	Implement/GIS Mgmt Dashboard	$	98,405.00
	Review of Disaster Recovery & Backup Solutions	$	33,235.00
	GIS upgrade Assistance	$	156,620.00
	Implement/GIS Asset Mgmt Software	$	263,490.00
	Implement/Reporting Solution for Legacy OMS Data	$	18,900.00
	Implement New DME Web Based GIS	$	24,900.00
	GIS Health Checkup	$	30,870.00
	Development of Custom DME GIS Training Materials	$	75,610.00
	GIS Related Projects for Distribution Automation	$	260,000.00
	GIS Support Retainer	$	241,360.00

Hourly Rate for incidental services - $200 per hour

Travel expenses are to be pre-approved by DME and reimbursed at cost.

EXHIBIT 7

EXHIBIT C

INDIVIDUAL PROJECT INITIATION PROCESS

This section establishes the process whereby individual projects will be initiated. It is a general outline of the steps to be taken in setting project schedules and establishing project prices. The steps are generally in order of occurrence; however, nothing herein precludes the parties from agreeing to an amended approach for any given project.

1. The starting point for the process shall be when the project request is delivered to the contractor by DME with indication of a preferred start date. The preferred start date shall not be less than 30 calendar days from the date the plans are delivered to the contractor. Longer planning periods are permissible. DME and the contractor will coordinate, to the extent feasible, in the development phases of projects to better facilitate planning for both parties. Benefits could be realized in long range budget forecasting, better project timing, planning, and in coordinating and optimizing contractor resources and availability.

2. The contractor shall acknowledge receipt of the project request, indicate acceptance of the planned start date or propose an alternate start date, and shall propose a time to discuss the project. This project meeting shall be scheduled not less than 14 calendar days before the preferred start date.

3. At the project meeting, the following actions are expected:

1. The contractor shall provide:

    - A formal estimate of the cost based on the contract unit rates in force at the time of the notice based on the units shown on the project plans
    - A proposed time-frame to be allowed for project completion
    - A list of classification and quantity of expected personnel that will be assigned to the project
    - A list of the type and quantity of expected equipment that will be assigned to the project
    - Raise any issues of concern

2. DME shall provide:

    - Revised project plans, if any
    - A description of the project and constraints and answer questions
    - Raise any issues of concern

3. Jointly, both parties shall (some items may require additional time after the project meeting for resolution. Resolution must be achieved before the purchase order can be issued):

    - Review the project plan and scope
    - Attempt to arrive at a final cost estimate
    - Establish a formal project start date
    - Attempt to resolve concerns on all issues or agree on a process and time for resolving issues

4. After a formal start date and pricing are established, DME will enter the requisition for the purchase order based on the agreed contracted pricing and a separate PO will be issued by Purchasing.