



EDWARDS AQUIFER  
AUTHORITY

CONTRACT No. 16-805-AFS  
BETWEEN THE  
EDWARDS AQUIFER AUTHORITY  
AND  
WEB-HED TECHNOLOGIES, INC. DBA WEBHEAD  
FOR THE DEVELOPMENT OF AN EDWARDS AQUIFER AUTHORITY  
DATA MANAGEMENT SYSTEM

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY, ("EAA"), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and WEB-HED TECHNOLOGIES, INC. DBA WEBHEAD ("Contractor"), a technology business with its principal place of business located at 1710 N Main Ave, San Antonio, Texas 78212. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended ("Act"); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59 of the Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer ("Aquifer") and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, and other applicable law, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors approved this Contract on July 12, 2016, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the Contractor will develop and install a system to consolidate data across departments at the EAA in support of the organization's regulatory and scientific goals; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the EAA and the Contractor agree as follows:

### ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on July 13, 2016 ("Effective Date"), and terminates on July 12, 2019 ("Expiration Date").

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents ("Services") which are attached hereto(1) the Scope of Work which is attached hereto as Exhibit A ("Scope of Work"); (2) the Budget Estimate which is attached hereto as Exhibit B ("Budget Estimate"); (3) the Labor Categories and Rates by Function which is attached hereto as Exhibit C ("Labor Categories and Rates by Function"). The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance of its engagement under this Contract.

Section 1.3. Commencement and Completion of Services. The Contractor will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for the Services are met. Time is of the essence in the performance of this Contract.

### ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

### ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the Contractor for the Services rendered in accordance with the Scope of Work, Budget Estimate, and Labor Categories, Rates & Personnel Chart, but in no event shall payments to the Contractor exceed \$276,289.88. The Contractor may not exceed this amount and will be responsible for the payment of all of its other and additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be

held accountable for any unauthorized work performed or funds expended by the Contractor in providing the Services.

Section 3.2. Payment. All invoices from the Contractor to the EAA for the Services shall be sent monthly and shall provide an itemization of the Services rendered, costs and expenses incurred. If the Contractor utilizes subcontractors (as noted in Article V), the Contractor is required to submit a "Subcontractor Utilization Report" (Exhibit D) with each invoice submitted to the EAA for payment. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

#### ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent Contractor with respect to the performance of the Services and is not subject to the direct or continuous control and supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials, and personnel necessary for the performance of the Services. The EAA shall have no right of direction or control of the Contractor, or its employees and agents, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel in carrying out the Services.

#### ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, its officers, employees and directors, from and against any claims brought by any employee, subcontractor or other agent of the Contractor relating in any way to the Services.

Section 5.2. Subcontractors. In performing the Services, the Contractor may retain and utilize as its subcontractors, those individuals identified to and approved in writing by the EAA, in advance. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any subcontractor utilized by the Contractor. No additional subcontractors may be retained by the Contractor to perform any Services without the prior written consent of the EAA, provided that no such consent shall be necessary for the retention of any subcontractor previously approved by the EAA and identified by the Contractor on the Effective Date of this Contract. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

## ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

## ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, its employees, agents or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EAA. The EAA shall have unlimited rights to technical and other data resulting directly from the performance of the Services.

Section 7.2. Delivery of Documents upon Termination. Upon termination of this Contract under Sections 1.3 or 6.1, the Contractor will promptly deliver to the EAA all information, property and materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

## ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a

breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

## ARTICLE IX – LIQUIDATED DAMAGES

*THIS ARTICLE LEFT BLANK*

## ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor’s expense, appropriate insurance policies protecting the Contractor and the EAA, and their respective officers, directors and employees, against any loss, liability, personal injury, death, property damage or any expense arising out of the performance of the Services, including, without limitation: (1) worker’s compensation insurance in compliance with applicable state law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall provide written evidence of such to the EAA prior to the execution of this Contract by the EAA.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its officers, directors and employees as “additional insureds” on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker’s compensation insurance, contain waivers of subrogation by Contractor and the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor’s insurance agent, identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. Contractor’s obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor’s performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

## ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and other participants for damages arising out of the performance of the Services.

Section 12.2. Indemnification. The Contractor shall defend, indemnify and hold harmless the EAA, its directors, employees and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs of litigation and attorneys' fees arising from (a) contracts or arrangements between the Contractor and any third parties entered into to perform the Services, (b) any claims brought by any person relating to this Contract or the Services, or (c) the quality of the Services or the performance of the Services.

## ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY  
900 E. Quincy Street  
San Antonio, Texas 78215  
ATTENTION: ROLAND RUIZ, GENERAL MANAGER

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

WEB-HED TECHNOLOGIES, INC. DBA WEBHEAD  
1710 N. Main Avenue  
San Antonio, Texas 78212  
ATTENTION: JUANITA I. GONZALEZ, CEO & PRESIDENT

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

## ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments, Exhibits, schedules and/or other documents, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such attachments, exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, arbitration, or other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but

not limited to attorney's fees, in such action or proceeding in addition to any other relief to which it or they may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.



IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above, in Section 1.1.

EDWARDS AQUIFER AUTHORITY

WEB-HED TECHNOLOGIES, INC. DBA  
WEBHEAD

By: \_\_\_\_\_  
Roland Ruiz  
General Manager

By: \_\_\_\_\_  
Juanita I. Gonzalez  
CEO & President

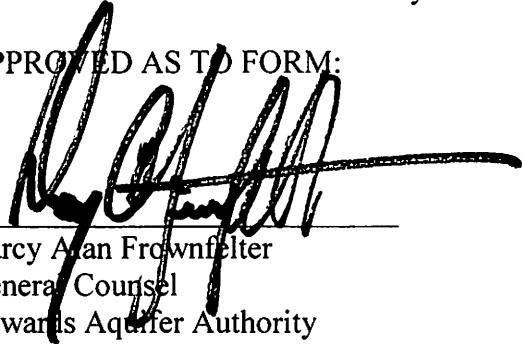
ATTEST:

ATTEST:

By: \_\_\_\_\_  
Jennifer Wong-Esparza  
Assistant to the Board Secretary

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Darcy Alan Frownfelter  
General Counsel  
Edwards Aquifer Authority

## EXHIBIT A SCOPE OF WORK

The Contractor will work with the EAA staff to consolidate data across departments by delivering a Data Management System (DMS) that supports the EAA's regulatory and scientific goals.

This scope of work outlines the significant needs this DMS is designed to fulfill.

### DMS SERVICE REQUIREMENTS

- The DMS will work across multiple departments, serving several functions supporting the EAA's Permitting, Metering, Wells, Recharge Zone Protection, Critical Period, Conservation, Compliance, and IT departments.
- The project execution will allow current workflows and existing practices to continue uninterrupted while new workflows and practices may be introduced to further enhance the services offered by EAA and all of its stakeholders.

### SYSTEM ADDITION AND MODIFICATION

- The Contractor will construct a DMS that allows for the adding and editing of pages to support change over time.
- The Contractor will leverage the Microsoft (MS) SharePoint suite of functionality to allow administrators to have full control over system modification of forms, notifications, and custom applications.
- The Contractor will develop MS SharePoint in a cloud-environment to ensure that the solution can be hosted and modified in the future.

### SYSTEM PAGES

- The Contractor will leverage MS SharePoint compatible tools to develop each of the following pages, leveraging existing infrastructure and workflows:
  - Home Page - serves as the hub of information providing, accessibility to search, and other pages for each department.
  - Forms Pages - support data entry needs for all departments and functions the DMS supports. In addition to data entry the Contractor will develop DMS functionality for:
    - Ad Hoc form creation and editing
    - Track, Transfer, Subdivide and dynamically calculate information for each department and function in current EAA business processes.
  - Search Page - A robust search page flexibly and quickly locates information about users or data contained in forms or reports.
  - Reports Page - A central location of all EAA reports, ad-hoc reports provides bulk dissemination through mail-merges and produces PDF, Word, and Excel output.
  - Administrative Page - Allows for the efficient management of users, privileges, security and editing of pages.
- Through development of the pages identified above, the Contractor will develop additional pages as deemed necessary by the EAA.

### NOTIFICATIONS

- The Contractor will design the DMS so that users, managers and administrators are able to create notices in the system that will integrate with MS Outlook in support of EAA business processes as well as ad-hoc.

## DATABASE AND SERVER DESIGN

- The Contractor will build the DMS on a MS SQL Server and SharePoint foundation.
- The DMS will support cloud-based data as well as development and reporting environments, working closely with the EAA current cloud vendor to provide a seamless transition during the upgrade.
- The Contractor will leverage current EAA knowledge base and infrastructure while not disrupting current operations. During development, existing infrastructure will be maintained as the new data management system is developed in order to maintain a continuity of service.
- The Contractor will convert existing business rules, and workflows; recreating and improving them as required.
- The Contractor will work closely the EAA and current vendors to ensure operational and compliance and back-up requirements are met.

## NEW USER CREATION

- The Contractor will assist in the set-up of the Active Directory (AD) for the SharePoint DMS and create an initial set of new users. The Contractor will work with EAA IT staff members to create new users as needed.
- The Contractor will build the DMS atop the MS .NET platform on a MS AD on Azure, which is an LDAP (Lightweight Directory Access Protocol) provider.

## SECURITY AND ACCESSABILITY

- The Contractor will develop the DMS to support role-based privileges in SharePoint to modify and creating new roles as needed.
- The Contractor will setup SharePoint to utilize AD so that all user passwords and encryption will be handled automatically.
- The DMS will support future changes to access and other security privileges as needed.
- The Contractor will develop the DMS to support system access flexibility so that users with different devices such as mobile phones, computers, tablets and laptops can get to their desired data and complete tasks in a secure environment.

## ELECTRONIC INTEGRATION

- The Contractor will develop a DMS to support integration with various EAA systems, including the following:
  - MS Outlook - Users will be able to add notifications and alerts through the system
  - Mapping/GIS - The DMS will integrate with existing mapping
  - Accounting System - The DMS will be configured to integrate with an accounting system through application programming interfaces APIs that will be purchased in the future.
  - Clear SCADA - the DMS will integrate with the EAA's existing Clear SCADA system to populate fields and store information on water meters
  - Other systems - The DMS will have the ability to integrate other MSSQL system data such as EAA water monitoring, water quality, and accounting systems.

## SYSTEM LOGGING/AUDITING

- The Contractor will provide MS SharePoint configuration to leverage MS Log Analytics features of the MS Operations Management Suite to gather logs produced by the DMS components and customization as needed.

## WAREHOUSE, WEBSITE & EXPORT

- The Contractor will provide training on how to configure and use MS Data Warehousing features and services available as well as Server Integration Scripts training in anticipation of future EAA Warehousing and Export needs.

## MIGRATION

- Upon development of the DMS, the Contractor will migrate all existing data from the EAGIS, EAG IS-GCP, Sub F and well registration databases according to EAA specifications while ensuring existing and proposed DMS databases are kept in synch during the migration stage.
- The Contractor will preserve or replicate all stored procedures and views used for reporting purposes.

## TESTING

- The Contractor will conduct wire-framing and agile development to ensure ongoing check-in and acceptance.
- Formal EAA acceptance of all modules and aspects of DMS will be subject to user review and sign off to ensure appropriate functionality and compliance testing has been achieved.

## TRAINING

- The Contractor will develop a training plan jointly with the EAA outlining the objectives and defining training audience participants, customized to each audience group and their specific functionality and role related to the new EAA DMS. All training material provides step-by-step instructions for use of the DMS.

## DATA DICTIONARY

- The Contractor will produce a comprehensive data dictionary while conducting the data migration, and unit tests to be performed during the migration. The dictionary will include the database, table, field, index, constraint, view, and stored procedure.
- At the presentation layer, the Contractor will document the relationships between the screen page elements (forms and fields) and the underlying logical model, as well as the physical database artifacts that support that characteristics of the data.
- At the physical layer, the data dictionary will focus on the databases, tables, fields, indexes, primary and foreign keys.
- At the logical layer, the data dictionary will present a database map, and an application space entity-relationship model of the database.

## SOURCE CODE AND OWNERSHIP

- All software, data, and system modifications are non-proprietary and become the exclusive property of the EAA upon delivery.

## MAINTENANCE

- After final delivery, the Contractor will support and facilitate any changes that need to be made for an additional year.
- The Contractor will provide future support and maintenance for an annual flat fee.

**EXHIBIT B  
BUDGET ESTIMATE**

Below is a projected high level timeline. Upon award the Contractor project manager will work with EAA to provide a detailed Project Plan.

<b>Year 1</b>	<b>Details</b>
Requirements Gathering	2 months overall with expectation for this phase to cover critical departments
Development	5.5 months including installation and configuration
Data Migration	2 months for first phase elements/departments
System Testing	1.5 months
Training	1 month
<b>Year 2</b>	<b>Details</b>
Maintenance	Ongoing to support first phase
Requirements Gathering and Assessments	Consideration of additional departments, base infrastructure well-established, identify new features or modifications for future phases
Development	4 months including installation and configuration
Data Migration	2 months
System Testing	1 month
Training	1 month

Delivery and Payment Schedule			Year 1 Payment Schedule		Year 2 Payment Schedule		Total
Function	Activity	Initial Schedule	Invoice Date	Amount	Invoice Date	Amount	
Requirements Gathering	Requirements Definition • <i>Technical Requirements</i> • <i>Project Plan</i>	July 13-August 30, 2016	August 30, 2016	\$ 7,366.80	August 30, 2017	\$ 5,814.96	\$13,181.76
Development & Installation	Development & Installation • <i>First Cycle Scrum Delivery</i> • <i>Second Cycle Scrum Delivery</i> • <i>Third Cycle Scrum Delivery</i> • <i>Installation</i>	August 30, 2016-January 31, 2017	October 15, 2016	\$14,250.28	October 15, 2017	\$15,029.62	\$29,279.90
			November 30, 2016	\$14,250.28	November 30, 2017	\$15,029.61	\$29,279.89
			December 15, 2016	\$14,250.28	December 15, 2017	\$15,029.62	\$29,279.90
			January 31, 2017	\$14,250.28	January 31, 2018	\$15,029.61	\$29,279.89
Data Migration	• <i>Export Data</i> • <i>Import Data</i> • <i>Complete Migration</i>	January 31-April 1, 2017	February 15, 2017	\$18,451.43	February 15, 2018	\$10,476.93	\$28,928.36
			March 15, 2017	\$18,451.43	March 15, 2018	\$10,476.93	\$28,928.36
			April 15, 2017	\$18,451.44	April 15, 2018	\$10,476.93	\$28,928.37
System Testing	Requirement Validation (QC) • <i>Testing Plans/Reports</i>	April 1-May 16, 2017	May 16, 2017	\$10,759.89	May 16, 2018	\$12,255.75	\$23,015.64
Documentation and Training	• <i>Training Plan</i> • <i>Transition Plan</i>	May 16-June 15, 2017	June 15, 2017	\$ 5,593.52	June 15, 2018	\$12,914.29	\$18,507.81
Maintenance & Support	Maintenance	Begins June 1, 2017	July 1, 2017	\$ 1,360.00	July 1, 2018	\$16,320.00	\$17,680.00
* Initial Schedule and Invoice Date may change due to delays.				\$137,435.63		\$138,854.25	\$276,289.88

**EXHIBIT C  
LABOR CATEGORIES AND RATES BY FUNCTION**

Year 1:

<b>Function</b>	<b>Activity</b>	<b>Labor Category</b>	<b>Bid Rate/Hour</b>
Requirements Gathering	Requirements Definition	Project Manager II	\$85.00
		Application Programmer	\$91.63
		Web Software Developer III-V	\$97.65
		Application Programmer	\$91.63
		Doc Control Analyst - 2	\$54.06
Development & Installation	Development & Installation	Project Manager II	\$85.00
		Doc Control Analyst - 2	\$54.06
		Designer 2 - Web	\$72.69
		Application Programmer	\$91.63
		Web Software Developer III-V	\$97.65
		Widgets or Software	n/a
	Installation	Application Programmer	\$91.63
		Network Administrator - 3	\$93.49
Data Migration		Project Manager II	\$85.00
		Doc Control Analyst - 2	\$54.06
		Application Programmer	\$91.63
System Testing	Requirements Validation (QC)	Project Manager II	\$85.00
		QA -2	\$76.86
		Doc Control Analyst - 2	\$54.06
Documentation & Training	Training	Doc Control Analyst - 2	\$54.06
		Application Programmer	\$74.00
Maintenance & Support	Maintenance (Annual Flat Fee)		\$85.00

Year 2:

<b>Function</b>	<b>Activity</b>	<b>Labor Category</b>	<b>Bid Rate/Hour</b>
Requirements Gathering	Requirements Definition	Project Manager II	\$85.00
		Application Programmer	\$91.63
		Web Software Developer III-V	\$97.65
		Application Programmer	\$91.63
		Doc Control Analyst - 2	\$54.06
Development & Installation	Development	Project Manager II	\$85.00
		Doc Control Analyst - 2	\$54.06
		Designer 2 - Web	\$72.69
		Application Programmer	\$91.63
		Web Software Developer III-V	\$97.65
		Widgets or Software	n/a
	Installation	Application Programmer	\$91.63
		Network Administrator - 3	\$93.49
Data Migration		Project Manager II	\$85.00
		Doc Control Analyst - 2	\$70.85
		Designer 2- Web	\$91.63
		Application Programmer	\$91.63
System Testing	Requirements Validation (QC)	Project Manager II	\$85.00
		Doc Control Analyst - 4	\$85.08
		Doc Control Analyst - 2	\$54.06
Documentation & Training	Training	Doc Control Analyst - 3	\$70.85
		Application Programmer	\$91.63
Maintenance & Support	Maintenance (Annual Flat Fee)		\$85.00



EXHIBIT D

<b>SUBCONTRACTOR UTILIZATION REPORT</b>						
This form must be completed in accordance to the agreement of services or Project Subcontracting Plan. Submit this form to the designated individual as specified in your project agreement. Failure to timely submit this form may delay any payment or reimbursement due to you this reporting period.						
<b>Reporting Period (Month)</b>	<b>Prime Contractor Name</b>				<b>Contract/PO Number</b>	
<b>Subcontractor Commitment (Dollars)</b>	<b>Subcontractor Commitment (%)</b>	<b>M/WBE Participation (Dollars)</b>		<b>M/WBE Participation (%)</b>		
<b>Date of Prime Award</b>	<b>Original Contract Value</b>		<b>Change Orders</b>		<b>Current Contract Value</b>	
<b>Subcontractor Name</b>	<b>Scope of Work</b>	<b>Award Date</b>	<b>Committed Dollars</b>	<b>Paid this period</b>	<b>Paid to Date</b>	<b>Cert. Code*</b>
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	