

Renewal Quote

06 February 2019

City of Corpus Christi
Permits & Bldg Inspection
2406 Leopard St
CORPUS CHRISTI TX 78401
USA
Tel No: +1 (512) 880-3532

SELECT Agreement: 14576635
RQ Number: 41189990
Customer ID: 1004088922
Expiration Date: 06 April 2019
Pages: 1 / 3

Dear Sir/Madam,

Our records show that your current Bentley SELECT Agreement is due for renewal on 29 September 2018. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

Please note that this renewal price is for an annual term of:

Year 1 (Sept. 29, 2018 to Sept. 28, 2019) is \$60,000

Year 2 cost is \$66,0000

Year 3 cost is \$72,600

Total amount of this 3 year term is \$198,600.

Subscription Period: 29 September 2018 - 28 September 2021

Billing Frequency: Annual

Payment Terms: Net 30 Days

Annual Renewal Total: 60,000.00**

Currency: USD

☐ Please bill against PO # _____

☐ Purchase Order is not required. We will accept Bentley's invoice on the basis of this signed quote.

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number above and attach a copy with your acceptance of this quote. Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

(Subscriber's Signature)

(Subscriber's Name)

(Title)

(Date)

**Prices shown on this quotation are excluding taxes. Applicable taxes will be included on invoices.

Renewal Quote

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Bill-to: City of Corpus Christi
 Accounts Payable
 PO Box 9277
 CORPUS CHRISTI TX 78469-9277
 USA

Tel No: +1 (512) 880-3532
 Fax No: +1 (512) 880-3520

Site: 1004088922 City of Corpus Christi , 2406 Leopard St CORPUS CHRISTI , TX 78401 , USA

Part No	Description	Quantity	Unit Pricing	Discount	Total
1419	eB MANAGEservices	1	60,000.00		60,000.00
Site Total:					60,000.00
Annual Amount Due:					60,000.00
Currency					USD

SELECT Agreement: 14576635
RQ Number: 41189990
Customer ID: 1004088922
Expiration Date: 06 April 2019
Pages: 3 / 3

By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- CONNECTservices which are now included for every SELECT subscriber
- Flexible Licensing Options, including annual portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades

Discover more at connect.bentley.com

In addition, significant new services have been added for SELECT and Enterprise License Subscription (ELS) subscribers. New CONNECTservices include:

- ProjectWise Connection Services: Teams securely create, share, and deliver data and documents and review project status and performance.
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECT Advisor.
- Personal Mobility Services: Individuals work any time from any place through Bentley's apps.

This Renewal summary is in accordance with the terms and conditions of your SELECT Agreement.

Please do not hesitate to contact your Bentley representative Matt Murphy or file a Service request here if you have any inquiries or require any assistance.

Sincerely,

Matt Murphy
Tel: +1 (610) 458-5000
Fax:
E-mail: MATT.MURPHY@BENTLEY.COM

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see <http://www.bis.doc.gov>



Proposal For **2018-2019 eB EPR Customization** **Maintenance**

Prepared for the
City of Corpus Christi

February 13, 2019

685 Stockton Drive • Exton PA • 19341 • 1-800-BENTLEY • +1 610-458-5000

February 13, 2019

The City of Corpus Christi

Peter Collins

1201 Leopard St

Corpus Christi, TX 78401-2825

Subject: Proposal for 2018-2019 eB EPR Customization Maintenance

Dear Peter,

Bentley Systems, Incorporated (Bentley) is pleased to provide the City of Corpus Christi (City) with this proposal to maintain Bentley's customization deliverable(s). Bentley Professional Services has delivered integrations and enhancements for the City as a deliverable of the Electronic Plan Review project. This Custom Solution is not part of Bentley's commercial off-the-shelf AssetWise/eB product so it is not covered under the City's existing Bentley SELECT Agreement.

This annual support & maintenance proposal defines the level of support and software maintenance Bentley will provide for the City for this Custom Solution.

Detailed scheduling and resource assignment cannot be made before receipt and acceptance of a signed Purchase Order referencing this proposal. The consulting services are offered on an annual subscription basis.

Bentley has an excellent history of client satisfaction and we view the City's success as our success. If you need additional information or would like to discuss anything contained in this document, please feel free to contact me.

Sincerely,

Becky Horsfall, Account Manager
Becky.Horsfall@bentley.com
Mobile: 512-784-5816
Bentley Systems, Inc.
Bentley Opportunity: 3061379

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1. Executive Summary

Bentley Professional Services has delivered integrations and enhancements (hereafter referred to as “Custom Solution”) for the City as a deliverable of the Electronic Plan Review project (Bentley Project #P001849). This Custom Solution is not part of Bentley’s commercial off-the-shelf AssetWise/eB product so it is not covered under the City’s existing Bentley SELECT Agreement.

Bentley and the City explored three levels of support for the Customization in the previous year:

- Time and Materials
- Annual Support and Maintenance (ASM)
- Success Plan

The City selected the ASM option. This renewal proposal assumes that for the next year, the City will continue with the ASM option.

This agreement defines the level of support and software maintenance Bentley will provide for the City for this Custom Solution. It provides details of what will be covered and other terms and conditions related to the services offered. If accepted, the resulting Agreement will allow our consultants to assist the City with technical issues, bugs or defects that may affect the custom code Bentley developed for the City.

Here is a list of benefits that this agreement will render to the City:

- Remove risk by ensuring continuity of the EPR service to the City’s user community
- Speed the assessment and fixing of any bugs or defects, by avoiding the standard problem assessment, quotation, proposal, approval and procurement by the City
- Provide a contractual vehicle to both the City and Bentley to secure the terms and conditions for assistance.

2. Custom Solution, Issue Classification and Reporting

To describe the services to be provided within this Agreement, it is necessary first to define:

- The scope of the Custom Solution
- The priority classification of issues, and
- Reporting of issues

2.1 Custom Solution Definition

This maintenance agreement for the Custom Solution covers only the customizations listed or referenced in this section. The set of customizations described in this section are referred to as the Custom Solution in the rest of this agreement.

- Infor Integration - Web Service and eB Engine integration to perform asynchronous communication between eB and Infor systems.
- Integrated Portal - Front end for internal and external City Users to upload files into eB based on information passed in by Infor. The site requires receiving the correct encrypted input from Infor.
- Correction Letter - eB Engine that gathers and formats the Correction Letter information, creates a PDF file and attaches it to the eB document.
- Laserfiche Integration - Web Service for exporting requested data (XML file and eB files) for consumption by City of Corpus Christi's Laserfiche system.

2.2 Issue Priority Classification

Bentley will, in consultation with the user(s) responsible for reporting incidents, classify each reported, verifiable and reproducible incident per Table 1 below and use commercially reasonable efforts to resolve such incidents in accordance with the targets specified below.

Table 1 – Priority Classification

Name	Classification	Description	Example
Priority 1 (P1)	Critical	An incident that has or is likely to have a major impact on users' ability to maintain business operation. The incident results in any outage or loss of any key functionality of a critical application or service. The incident affects multiple locations, or all users in one (1) location.	Users are totally stopped and cannot use the system
Priority 2 (P2)	High	Incident which impairs the users' ability to maintain business operation causing a severe degradation of service or resulting in some important functionality being unavailable. There is no long-term acceptable workaround for the business, however operation can continue in a restricted fashion. The incident results in loss of the "normal" functionality of an application or service for multiple users, but not all, in one (1) or more locations.	Users can access system and, while a workaround exists, there is material degradation of functionality or performance
Priority 3 (P3)	Medium	Incident which causes a loss of some important functionality. There is an acceptable workaround for the business and operation can continue in a restricted fashion. The incident results in loss of functionality of a "normal" application or service.	A non-critical service is not available to some users.
Priority 4 (P4)	Low	Enhancement or incident which has little or no significant impact on the business (low impact & low urgency).	Functional change to current Custom Solution behavior. The current behavior varies from user expectations, but the system works as designed.

2.2.1 Response for Critical (P1) Issues

Critical (P1) issues will be investigated and solved without waiting for the next scheduled build time (i.e. an off cycle build from the two annual builds). Bentley will use its good faith efforts to resolve critical issues as soon as possible. P1 issues will be deemed highest priority with continuous work by Bentley with a regular call series in place with the City until it is resolved or an acceptable workaround is delivered.

The resolution of a critical issue may be a workaround or a hot-fix build of the Custom Solution that resolves the issue.

2.2.2 Response for P2 and P3 Issues

Bentley will develop and deploy builds with fixes to P2 and P3 issues using a jointly agreed upon schedule (see Section 3.2 "Project Deliverables and Acceptance").

Prior to the next scheduled release, Bentley and the City will review the list of open issues and agree to which issues will be included in the build. The goal of each build will be to fix all P2 and P3 issues, but there may be cases where the resolution needed is beyond reasonable effort and/or the user agrees it has little value. In such cases a partial fix, workaround, or no fix at all may be agreed upon.

New issues which are reported after the list has been agreed upon will be reviewed for the next scheduled build. It is possible for Bentley and the City to add a fix for a new issue to the list, but this may delay the build delivery.

Once the list is agreed Bentley will create a development plan and will announce a specific release date for the build to be deployed in the QA Environment.

If there are no outstanding issues reported before 14 business days of the scheduled build date, the build will not be delivered and any new issues will be scheduled for the next build.

2.2.3 Response for P4 Issues

P4 issues are those incidents that require functional change that varies from the current design. These are out of scope of the current maintenance but may be added to the City's future enhancement list.

2.3 Issue Reporting

Customized Solution issues discovered by the City must be reported to Bentley via Bentley's Service Ticket Manager via the following link:

<https://www.bentley.com/en/support>

The Service Ticket must include a description of the issue which is relevant and be as detailed as possible. The following information will be required when logging a Service Ticket:

- Summary of the issue
- Issue priority: P1, P2, P3, or P4
- Environment: QA or Production
- Version number of the standard application
- Detailed description. Provide all information necessary to reproduce the issue. Include the following details:
 - Describe the issue. If the Customized Solution shows an error message, please provide the error message text and number.
 - Define the impact to your work. Is this a production failure or something you can work around?
 - Document the steps to reproduce the issue.
 - Include other important details, like the system name, web URL, user logged in, data sets used, screen shots, etc.

Bentley will review each service ticket and may contact the user for clarifications, reproduce the issue, to suggest a work around or to agree upon a different issue priority. Bentley and the City must agree on issue priority before work can commence.

3. Description of Services

3.1 Maintenance Services

This support and maintenance agreement for the Custom Solution includes:

- By the City, reporting of any Customized Solution issue via Bentley's Helpdesk
- By Bentley, for any issue of which the cause is to be found in the customizations:
 - Response and resolution to the P1 (critical) issues
 - Up to two scheduled builds per year to resolve confirmed and agreed upon priority P2 and P3 issues
- The Quality Assurance (QA) Environment in Bentley Managed Services will be up and operational to support maintenance services under the following conditions:
 - While Bentley consultants are investigating, developing, and testing P1, P2, and P3 issues
 - While City personnel are testing and accepting solutions provided by Bentley on P1 issues
 - While City personnel are testing and accepting scheduled builds for P2 and P3 issues
 - When up and operational, will be on weekdays and between the hours of 8:00 – 17:00 CST
 - Database from production will be refreshed onto the QA Environment for investigation of P1 issues
 - Database from production will be refreshed onto the QA Environment to coincide with scheduled builds

Note: for an issue of which the root cause is found in the commercial off-the-shelf product and not in the Customized Solution, the normal SELECT process will be followed through Bentley's Helpdesk and Product Management.

Quarterly management meetings will take place to review the status of the project.

3.1.1 Operating Environment

The Custom Solution will be supported on the operating environment described in this section. Issues that are caused by using Custom Solution in a different environment will be out of scope of this agreement:

- Production Environment in Bentley Managed Services

3.2 Project Deliverables and Acceptance

Bentley will deliver the following items as a part of this maintenance agreement:

Item #	Deliverable	Description	Responsible Role(s)
D1	Custom Solution Build (annual first)	Scheduled issue fix with delivery timeframe to be mutually agreed upon by the PMs.	Bentley and City Project Managers
D2	Custom Solution Build (annual second)	Scheduled issue fix with delivery timeframe to be mutually agreed upon by PMs.	Bentley and City Project Managers
D3	Deliverable Acceptance Form	PDF document(s) listing the deliverables and acceptance by the City PM.	Bentley and City Project Managers

The City Project Manager or identified designee(s) will review and approve deliverables identified in this proposal. The deliverable acceptance process will be as follows:

- When complete, Bentley shall submit final deliverables and a copy of a “Deliverable Acceptance Form” to the City Project Manager or identified designee(s), who will conduct a review to determine the deliverables’ conformance with the agreed upon Custom Solution Build priority list. Upon completion of this review the City Project Manager or designee(s) will complete the Deliverable Acceptance Form indicating acceptance or rejection and return it to the Bentley Project Manager.
- If a deliverable is neither accepted nor rejected within ten (10) business days, the deliverable will be deemed to have been accepted by the City without change or comment. The City may also request an extension to the ten (10) business-day acceptance period, which will not be unreasonably withheld by Bentley unless it affects the project schedule, which could then trigger a change request that may impact the project timeline, resources and/or cost.

If the City rejects a deliverable, the City will provide Bentley with a written description of why the deliverable is rejected on the Deliverable Acceptance Form. If the identified deliverable discrepancies are mutually agreed to be within the agreed upon Custom Solution Build priority list, Bentley shall rework the deliverable to achieve its conformance. If the discrepancies are mutually agreed to be outside the priority list, the City shall accept the deliverable as-is. If the parties cannot come to an agreement regarding the discrepancies, the issue shall be elevated to respective management teams to discuss the deliverable and the Custom Solution Build priority list in detail.

Bentley will track status of all project documentation including the deliverable approval process and status. Bentley will inform the City if delays are to be incurred due to deliverable acceptance documents not being signed and returned in a timely manner. Bentley will indicate any potential impact to the project timeline for delayed acceptance.

3.3 Schedule and Maintenance Period

The one-year period will commence from September 29, 2018 and expire on September 28, 2019. Only Service Tickets reported during this period will be included under this maintenance agreement.

3.4 Staffing

The Bentley personnel assigned to this project will be:

- Project Manager - The single point of contact, responsible for
 - Project deliverables from Bentley
 - Logistics
 - Adherence to schedule and budget
- Consultants - Responsible for responding to Customization Solution issue tickets and making fixes as required

4. Commercial Information

4.1 Pricing

Bentley will provide the customization maintenance services described in this proposal on a Fixed Fee basis.

Material Description	Quantity	Price
Customization Maintenance Services – one year	1	\$54,000 USD

Services will be provided remotely. In the event the City of Corpus Christi and Bentley determine that on-site services are needed, a separate proposal detailing the services and accompanying expenses will be required.

Bentley will invoice for the annual amount in advance upon receipt and acceptance of a purchase order.

5. Assumptions, Limitations, Exclusions, and Constraints

The following assumptions have been made regarding this project which determine the project cost estimate, deliverables, production schedule, and project staffing.

- City of Corpus Christi will assign a point of contact, City Project Manager or SME, who can coordinate with the Bentley Project Manager on the tasks and priorities. This representative is also responsible for ensuring the City and Infor tasks are performed to facilitate progress on activities.
- The Bentley Project Manager and Consultants will work during normal business hours Monday to Friday. Any exceptions to this must be mutually agreed by Bentley and City of Corpus Christi Project Managers.
- Resolving issues in Bentley standard products is covered in the SELECT Agreement.
- Bentley will perform work remotely. On-site activity is not included.
- City of Corpus Christi SMEs will be available per agreed upon schedule to work with Bentley to:
 - Provide reproduction of each reported issue in the Quality Assurance Environment,
 - Conduct UAT within one week of scheduled build deliveries available in the Quality Assurance Environment.
- City of Corpus Christi will sign off on the acceptance form for scheduled build deliveries at conclusion of UAT.
- Only Service Tickets reported during this period will be included under this maintenance agreement. Whether these Tickets will be resolved depend on the build release schedule.
- Additional enhancements or modified enhancements (if requested by the City) will be prorated in a change request to this contract.

5.1.1 Exclusions

The activities, which are not included with this maintenance agreement, but can be included in a separate agreement or proposal include:

1. Functional changes and enhancements to Custom Solution. This includes P4 issues. Any such change, either initiated by a (new) wish from the City to change the solution, or because a new version or release of Bentley product provides enhancements out-of-the-box.
2. Resolving issues caused by the City failing to follow reasonable workaround instructions or failure to incorporate required fixes on non-Bentley systems.
3. Resolving issues not on the production environment.

6. Terms and Conditions

Bentley will perform the work described in this Proposal under the terms and conditions of the Bentley SELECT Program Agreement by and between Bentley and City of Corpus Christi with CLA Number 14576635 (collectively hereafter, the “SELECT Agreement”). Bentley may take steps as appropriate to update your SELECT Agreement, which may be a prerequisite to the performance of any work hereunder.

Additionally, unless your SELECT Agreement states differently:

- Should you wish to proceed, please complete and sign the proposal acceptance below and email it to Becky.Horsfall@Bentley.com as indication of your acceptance to proceed with the project under the terms and conditions described in this proposal.
- Bentley will invoice as follows:
 - The Initial Term fee shall be invoiced upon Bentley’s formal notification that Subscriber’s purchase order (or equivalent notice to proceed) has been accepted.
 - Thereafter, Bentley shall invoice Renewal Term fees in advance of any subsequent Renewal Term.
 - Bentley will invoice separately for actual expenses (e.g. airfare, rental car, meals, accommodations, conference calls, reproductions, etc.) related to the services described in this proposal.
- Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.
- Consulting days will be eight hours each. The exact length of the working day will depend upon your countries regulations.
- The parties agree that if there are any additional or different terms or conditions appearing on any purchase order(s) issued to Bentley by your organization after the date of this proposal, any such additional or different purchase order terms or conditions shall not apply to the products and services described in this proposal, even if Bentley executes the purchase order and/or even if Bentley processes the order. For any of your organization’s additional or different terms or conditions to be binding on the parties (whether appearing on a purchase order or otherwise), the parties agree to implement any such additional or different terms or conditions via a separate written agreement only; otherwise no such terms and conditions shall apply to the project described in this proposal. In any event, the parties agree that at all times the applicable SELECT Agreement, as well as the terms and conditions of this proposal, shall always take precedence over any and all other documents that may pertain to this transaction, specifically including, without limitation, any terms and conditions accompanying your organization’s purchase order(s), whether accepted by Bentley or not in accordance with this paragraph.
- The Scope of Services in this proposal is based upon information provided by Subscriber. Circumstances not contained in this information, or otherwise unknown to Bentley, may require an addition to the proposed scope of services. Moreover, any additional work that you may engage Bentley to execute will be subject to either a separate proposal or change control, and pricing where any discounts offered herein may not be available irrespective of whether it is completely new work or related to works delivered on the basis of this proposal.

Pricing, terms, and conditions of this proposal are valid for 60 days from the submittal date of this document. To avoid delays in processing, please ensure the purchase order is signed, references the Bentley SELECT Program Agreement or any other contractual agreement in place, references this proposal, the Bill To address and payment terms of Net 30 Days. Credit terms are subject to approval by Bentley’s credit department.

7. Acceptance

If you would like us to bill this proposal against a purchase order, please indicate the purchase order number below and attach a copy with your signed acceptance of this proposal.

☐ Please bill against PO # _____

☐ Purchase order is not required. We will accept Bentley's invoice on the basis of this signed proposal.

Company Name: City of Corpus Christi

Date: _____

Signature: _____

Bill To: _____

Printed Name: _____

Ship To: _____

Printed Title: _____

Bentley Opportunity: 3061379

Proposal Title: 2018-2019 eB EPR Customization Maintenance

Bentley Project No: P013876



Proposal for
AssetWise Coaching and Support

Prepared for: City of Corpus Christi

February 13, 2019

Bentley Systems, Incorporated, 685 Stockton Drive • Exton PA • 19341 • 1-800-BENTLEY • +1 610-458-5000

February 13, 2019

Peter Collins
1201 Leopard St
Corpus Christi, TX 78401-2825
Phone: 361-826-2489
Subject: AssetWise Coaching and Support Consulting Services

Dear Peter,

Bentley Systems, Incorporated ("Bentley") is pleased to provide this proposal to the City of Corpus Christi (City) for Coaching and support services. These services will be provided on a *time and materials* basis.

Per our discussions, the City of Corpus Christi is requesting the following services:

- Demonstrate a walk-through of the system
- Provide coaching to the City's Subject Matter Experts (SMEs) to gain knowledge of the deployed solution
- Assist SMEs to practice and test on the Bentley hosted QA environment
- Provide short-term production support

Bentley has a history of client satisfaction and we view the City of Corpus Christi success as our success. If you need additional information or would like to discuss the details of the proposal, please feel free to contact me.

Upon acceptance and receipt of a signed Purchase Order, Bentley will assign a Project Manager as a point of contact to schedule professional consulting services as needed as described in the following pages.

Sincerely,

Becky Horsfall
Account Manager
Becky.Horsfall@bentley.com
512-815-2001 (office)
512-784-5816 (cell)
Bentley Systems, Incorporated

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1. Services to be Delivered

City of Corpus Christi requested that Bentley provide a proposal to provide services for the following activities:

- Demonstrate a walk-through of the system
- Provide coaching to the City's Subject Matter Experts (SMEs) to gain knowledge of the deployed solution
- Assist SMEs to practice and test on the Bentley hosted QA environment
- Provide short-term production support

Note that long term standard support is included in the software subscription. Customization support can be provided via a customization support contract.

1.2 City Personnel Roles

The following City personnel roles are required for the Bentley services to be delivered:

- City Project Manager or primary point of contact. This person is responsible for coordination between the Bentley Project Manager and City personnel.
- Infor SME(s). City personnel who are already familiar with the business processes navigating the Infor system before this project starts.
- AssetWise SME(s). City personnel who will be coached on navigating the Bentley Assetwise system. The AssetWise SME will also need to be knowledgeable about the City's business process.

1.3 Walk-Through Demonstration

This task is a walkthrough of the system demonstrating AssetWise solution. Tasks for this walk through are:

- A meeting between Bentley consultant and Infor SMEs will be conducted to decide on the scenarios and processes to be demonstrated.
- Bentley consultant and Infor SMEs will collaborate and prepare for the demonstration.
- Bentley consultant and Infor SMEs will conduct the demonstration remotely.

Pre-Requisites: (before the walk-through)

- City's QA environment hosted by Bentley is available
- Infor QA environment is available
- Infor and AssetWise SMEs prepare demonstration scripts with support and input from Bentley consultant
- Infor and AssetWise SMEs and Bentley consultant perform dry run of the demonstration scripts

Co-Requisites: (during the walk-through)

The following personnel are required during the demonstration:

- Infor SME(s)
- AssetWise SME(s)
- Bentley Consultant

1.4 AssetWise SME Coaching

Coaching will be provided for up to 4 City personnel. After coaching, these personnel will become the AssetWise SME(s) and trainers to end users of the AssetWise system. Services to be provided are:

- Discuss and decide on a coaching agenda among the Infor SME(s), Assetwise SME(s) and Bentley consultant
- Participate and support in the preparation of coaching materials
- Remote coaching – two sessions

Pre-requisites:

- City's QA environment hosted by Bentley is available
- Infor QA environment
- Infor SME, AssetWise SME, Bentley consultant prepare coaching agenda and materials

Co-Requisites:

- Infor SME(s)
- AssetWise SME(s)
- Bentley consultant

1.5 Practice and Testing Support

After receiving coaching, AssetWise SMEs will be able to and responsible for the development of test cases and scenarios to practice and test the system. Services to be provided are:

- Support AssetWise SMEs to practice
- Support Infor SMEs and AssetWise SMEs to develop test cases
- Answer practice and testing questions

The City SMEs will conduct the practice and testing on their own with scheduled remote meetings for Bentley support.

Pre-requisites:

- City's QA environment hosted by Bentley is available
- Infor QA environment
- Infor SME and AssetWise SME prepared test cases (scenarios or scripts)

1.6 Production Support

Bentley proposes ad hoc call off support for a maximum period of two weeks. Only used hours will be billed.

If after-hours on-call hours are required from a consultant during the project, the labor charge will be 25% of the on-call duration or the actual time engaged, whichever is more.

2. Schedule

A high-level timeline is proposed below:

Activity	Duration
Walk-Through Demonstration	2 weeks
AssetWise SME Coaching	3 weeks
Practice and Testing	4 weeks
Production Support	2 weeks

Upon receipt of a signed copy of this proposal and acceptance of a purchase order, each activity will be scheduled to reflect specific dates and times that are mutually acceptable to Bentley and the City.

The performance period for this proposal will expire within nine (9) months after the start of work. The effective start date will be the Purchase Order date. The performance end date will be nine months after that date.

3. Staffing

The key Bentley personnel assigned to this project will be:

- Project Manager – The single point of contact responsible for the management of stakeholders, risks and issues, schedule, and budget, as well as logistics and project status reporting.
- Senior Consultant – Responsible for consulting services
- Instructor – Responsible for coaching delivery to users and administrators

4. Assumptions, Limitations, Exclusions, and Constraints

The following assumptions, limitations, exclusions, and constraints have been made regarding this project which may impact the project cost estimate, deliverables, production schedule, and project staffing.

1. The City is responsible for all hardware and 3rd party software licensing.
2. Bentley's hosted QA environment license agreement is in effect.
3. Customization defects, if found, are not within the scope of this project. They can be supported via a separate Customization Support and Maintenance contract.
4. Unused funds allocated to one task or allocated to a Bentley role can be used for another task or by another role as long as the total consumed amount does not exceed the proposal amount.
5. If after-hours on-call support is required from a consultant, Bentley will provide a support schedule for the on-call duration. The standard response time will be 4 hours or less. Immediate response times (less than an hour) can be accommodated at a higher cost.

5. Pricing

The pricing, terms and conditions of this proposal are offered on a Time and Materials basis. Pricing is based on Bentley's GSA contract: GSA Approved modification Bentley GS35F0453L.

Activity	Estimated Hr.	Rate	Extended
Walk-Through Demonstration	16.00	244.33	\$3,909.28
AssetWise SME Coaching	30.00	244.33	\$7,329.90
Practice and Testing Support	24.00	244.33	\$5,863.92
Production Support	24.00	244.44	\$5,863.92
Project Management	19.00	268.77	\$ 5,106.63
Total	113.00		\$28,073.65

Prices shown are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.

6. Terms and Conditions

Bentley will perform the work described in this Proposal under the terms and conditions of the Bentley GSA Federal Supply Schedule Contract No. GS35F0453L (collectively hereafter, the “Agreement”).

Additionally:

- Should you wish to proceed, please complete and sign the proposal acceptance below and email it to **Becky.Horsfall@bentley.com** as indication of your acceptance to proceed with the project under the terms and conditions described in this proposal.
- If your company issues purchase orders:
 - Please email the purchase order to **Becky.Horsfall@bentley.com** as indication of your acceptance to proceed with the project under the terms and conditions described in this proposal.
 - Mail the original purchase order and signed proposal to your account manager.
- If your company does not issue purchase orders, please provide a written statement to your account manager that your company does not issue purchase orders and that Bentley should accept the signed proposal as indication of your order.
- Bentley will invoice for expenses (i.e. airfare, rental car, meals, accommodations, conference calls, reproductions, etc.) related to the services as described in this proposal. Expenses may be invoiced separately. Exchange rates, if needed, will be determined as of the date the expense is incurred.
- Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.
- Consulting and Coaching days will be eight hours each, except for travel days which may vary. The exact length of the working day will depend upon your countries regulations.
- To keep scheduled project dates, Bentley must schedule resources, book travel, etc. If Subscriber reschedules services and notification of a schedule change is received less than two full calendar weeks before the originally scheduled date, Bentley reserves the right to charge, and Subscriber agrees to pay, a rescheduling/cancellation fee of \$500 USD (or local currency equivalent) per scheduled person day plus any non-refundable reasonable expenses resulting from such changes will be charged. To minimize any such charges, please advise Bentley of any changes as soon as possible.
- The parties agree that if there are any additional or different terms or conditions appearing on any purchase order(s) issued to Bentley by your organization after the date of this proposal, any such additional or different purchase order terms or conditions shall not apply to the products and services described in this proposal, even if Bentley executes the purchase order and/or even if Bentley processes the order. For any of your organization’s additional or different terms or conditions to be binding on the parties (whether appearing on a purchase order or otherwise), the parties agree to implement any such additional or different terms or conditions via a separate written agreement only; otherwise no such terms and conditions shall apply to the project described in this proposal. In any event, the parties agree that at all times the applicable current Agreement, as well as the terms and conditions of this proposal, shall always take precedence over any and all other documents that may pertain to this transaction, specifically including, without limitation, any terms and conditions accompanying your organization’s purchase order(s), whether accepted by Bentley or not in accordance with this paragraph.

- The scope of services in this proposal is based upon information provided by Subscriber. Circumstances not contained in this information, or otherwise unknown to Bentley, may require an addition to the proposed scope of services. Moreover, any additional work that you may engage Bentley to execute will be subject to either a separate proposal or change control, and pricing where any discounts offered herein may not be available irrespective of whether it is completely new work or related to works delivered on the basis of this proposal.
- Once you have accepted this proposal, Bentley will commence work in accordance with this proposal. If after commencement of the work described in this proposal, however, Subscriber properly opts to terminate the project in accordance with the Agreement, Subscriber will still be invoiced by Bentley for the following:
 - All costs already incurred by Bentley that have not yet been invoiced.
 - Any and all non-refundable costs for which Bentley may be liable.
- **Pricing, terms, and conditions of this proposal are valid for 90 days** from the submittal date of this document. To avoid delays in processing, please ensure the purchase order is signed, references this proposal, the Bill To address and payment terms of Net 30 Days. Credit terms are subject to approval by Bentley's credit department.)

Signed and Accepted:

Company Name: City of Corpus Christi Date: _____

Signature: _____ Bill To: _____

Printed Name: _____ Ship To: _____

Printed Title: _____

Proposal Title: AssetWise Coaching and Support

Opportunity No. 30605157

Project No: P013869



About Bentley Systems

Bentley Systems is a global leader in providing architects, engineers, geospatial professionals, constructors, and owner-operators with comprehensive software solutions for advancing the design, construction, and operations of infrastructure. Bentley users leverage information mobility across disciplines and throughout the infrastructure lifecycle to deliver better-performing projects and assets. Bentley solutions encompass *MicroStation* applications for *information modeling*, *ProjectWise* collaboration services to deliver *integrated projects*, and *AssetWise* operations services to achieve *intelligent infrastructure* – complemented by worldwide professional services and comprehensive managed services.

Founded in 1984, Bentley has more than 3,000 colleagues in over 50 countries, more than \$600 million in annual revenues, and since 2008 has invested more than \$1 billion in research, development, and acquisitions.

Additional information about Bentley is available at www.bentley.com and in Bentley's annual report. For Bentley news as it happens, subscribe to an RSS feed of Bentley press releases and news alerts. Visit *The Year in Infrastructure* Conference website for highlights of Bentley's premier thought-leadership event. To view a searchable collection of innovative infrastructure projects from the annual *Be Inspired Awards*, access Bentley's *Infrastructure Yearbooks*. To access a professional networking site that enables members of the infrastructure community to connect, communicate, and learn from each other, visit Bentley Communities.

Contact Bentley

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Fax: +353 1 416 1261

Bentley Asia
Bentley Systems Beijing Co., Ltd.
Unit 1402-06, Tower 1
China Central Place, Beijing 100025 China
(+86) 10 5929 7000

Bill to party	Summary
City of Corpus Christi Accounts Payable PO Box 9277 CORPUS CHRISTI TX 78469-9277, USA	Invoice Number 47976297 Invoice Date 01/22/2019 PO Number Customer Number 4077077 Currency USD
Remittance Information	SELECT Volume Discount -5.00% SELECT Billing Period 09/29/2018 - 09/28/2019 Please reference your customer and invoice number with your payment.
Payment Terms: Net 30 Days Mail payment to: Bentley Systems, Inc. PO Box 828836, Philadelphia, PA 19182-8836 Electronic transfer to: Bentley Systems, Inc. Bank: PNC Bank SWIFT code: PNCCUS33 Acct No.: 8013590333 ABA: 031207607	Fulfillment Electronically Delivered Federal Tax Id. 95-3936623

GSA Contract # GS35F0453L

Item	Description	Qty	Total
10	Bentley CONNECTIONS Passport - Annual	61	7,249.54
20	eB Information Manager SELECT Sub	1	6,080.50
30	ProjectWise InterPlot Server SELECT Sub	1	787.34
40	eB QuickLinks SELECT Subscription	1	2,026.83
50	Bentley SewerGEMS Unlimited Pipes Sub	1	6,080.50

Total Amount	22,224.71
Tax Amount	0.00
Total Invoice Amount	22,224.71

Ship to:

City of Corpus Christi
Permits & Bldg Inspection
2406 Leopard St
CORPUS CHRISTI TX 78401, USA

Description	Qty	Unit Price	Gross Price	Discount/Surcharge	Total
Bentley CONNECTIONS Passport - Annual 09/29/2018 - 09/28/2019	61	125.10	7,631.10	-381.56	7,249.54
eB Information Manager SELECT Sub 09/29/2018 - 09/28/2019	1	6,400.53	6,400.53	-320.03	6,080.50
ProjectWise InterPlot Server SELECT Sub 09/29/2018 - 09/28/2019	1	828.78	828.78	-41.44	787.34
eB QuickLinks SELECT Subscription 09/29/2018 - 09/28/2019	1	2,133.51	2,133.51	-106.68	2,026.83
Site Subtotal					16,144.21
Tax					0.00 % 0.00
Site Total					16,144.21

Ship to:

City of Corpus Christi
 Wastewater Department
 2726 Holly Rd
 CORPUS CHRISTI TX 78415-4112, USA

Description	Qty	Unit Price	Gross Price	Discount/Surcharge	Total
Bentley SewerGEMS Unlimited Pipes Sub					
09/29/2018 - 09/28/2019	1	6,400.53	6,400.53	-320.03	6,080.50
Site Subtotal					6,080.50
Tax					0.00
0.00 %					
Site Total					6,080.50

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see <http://www.bis.doc.gov>

Bentley is subject to the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions Programs regulations. Those regulations require Bentley not engage in transactions (1) with designated persons and entities set forth on OFAC's Specially Designated Nationals List ("SDN List"), see <http://www.treasury.gov/ofac/downloads/ctrylst.txt>, or (2) where a customer intends to finance a purchase of Bentley software and/or technology through new debt or equity by or for entities identified on OFAC's Sectoral Sanctions Identifications List ("SSI List"), see http://www.treasury.gov/ofac/downloads/ssi/ssi_ctrylst.txt. Accordingly, Bentley will not engage in such transactions.