

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND PARK CONSULTING GROUP FOR PROJECT MANAGEMENT
FOR THE IMPLEMENTATION OF ENERGOV PERMITTING SYSTEM**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and PARK CONSULTING GROUP ("CONSULTANT").

WHEREAS, CITY is in need of to secure professional services necessary for the project management of the implementation of EnerGov Permitting System; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of contract execution until project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by CONSULTANT for performance of the services. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "A". Total compensation shall not exceed Four Hundred Thirty Three Five Hundred and no/100 Dollars (\$433,500.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

6. Wage Rates

The successful bidder CONSULTANT shall comply with the City's the minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code

7. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

8. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code CITY has determined that certainany individuals performing services under this Agreement may be is required to file a Statement of Economic Interest (Form 700) depending on the position, which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, send the following information to cityclerk@sunnyvale.ca.gov: 1. CONSULTANT's employee(s) first and last name; 2. CONSULTANT's employee(s) email address; 3. Date CONSULTANT's employee(s) will begin work under this contract; 4. (if known) Date CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If we do not receive your statement, our agency is required to refer this matter to the FPPC or other appropriate enforcement agency.

9. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

10. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or

applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.

- B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

11. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

12. Hold Harmless/Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

13. Insurance

The City requires that all contractors maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "B."

14. CITY Representative

Kathleen Foster, Chief Information Officer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

15. CONSULTANT Representative

Glenn Park, Principal, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Kathleen Foster, Chief Information Officer
Information Technology Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Glenn Park, Principal
Park Consulting Group
200 Spectrum Center Drive #300
Irvine, CA 92618

16. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

17. Termination

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of

notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

18. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing signed by all parties.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

20. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

PARK CONSULTING GROUP
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

Exhibit A

Scope of Work

A. STATEMENT OF WORK

City of Sunnyvale ("City") has requested the following EnerGov Permitting Implementation Project Management Services from Park Consulting Group ("PCG"):

Stage 1 – Project Initiation & Planning

- Tyler Internal Coordination & Planning
 - PCG will work with the City to support the determination and assignment of the Tyler Project Manager assignment and support the determination of other Tyler Tech project resources
 - PCG will work with the City to be informed of provided Tyler Project documents to the City of Sunnyvale
 - PCG will review Tyler Project documents with the City and provide support in gathering requested information by requested deadlines to ensure the project moves forward in a timely fashion
 - **Deliverable:** Tyler Tech Project Manager Assignment; Tyler Tech Project Documents received and review
- System Infrastructure Planning
 - PCG will work with the City to be informed of provided Tyler Tech system hardware specifications to the City of Sunnyvale
 - PCG will support the City's Technical Team who are responsible to make hardware available for installation for Tyler Tech, install applicable system hardware, and complete system infrastructure audit
 - **Deliverable:** City's System Infrastructure Audit submission
- Project Planning
 - PCG will attend and participate in Project Planning working sessions and meetings with the Tyler Implementation Manager, Tyler Project Manager, and City Stakeholders and SMEs
 - PCG will support reviews of the Tyler Project Manager delivered Implementation Management Plan
 - **Deliverable:** Tyler Tech Implementation Management Plan review

- Project Schedule
 - PCG will attend and participate in Project Schedule working sessions and meetings with the Tyler Implementation Manager, Tyler Project Manager, and City Stakeholders and SMEs
 - PCG will support reviews of the Tyler Project Manager delivered Project Plan and Initial Schedule
 - PCG will support the City in reviews and final approval of Project Plan and Initial Schedule
 - **Deliverable:** Tyler Tech Project Plan and Schedule review
- Stakeholder Presentation
 - PCG will attend and participate in Stakeholder Presentation working sessions and meetings with the Tyler Implementation Manager, Tyler Project Manager, and City Stakeholders and SMEs
 - PCG will coordinate with the City and the Tyler Project Manager who is responsible to deliver an overview of project deliverables, project schedule, and roles and responsibilities
 - PCG will coordinate with the City's Project Sponsor who is responsible in communicating project success criteria and goals
 - **Deliverable:** Stakeholder Presentation review and communication by the City

Stage 2 – Assess & Define

- Fundamentals Review
 - PCG will work with the City to support scheduling and coordination of fundamentals review
 - PCG will work with the City to coordinate reviews of fundamentals materials and prerequisites
 - PCG will coordinate reviews of City's Business Process Owner completed fundamentals materials reviews and prerequisites
 - PCG will coordinate with the City to ensure all required City attendees are invited to fundamentals review
 - PCG will attend and participate in fundamentals review with Tyler Tech and the City
 - **Deliverable:** Fundamentals Review complete
- Change Management Discovery Analysis & Planning
 - PCG will coordinate with City's Business Advisory Team Leads who are responsible for reviewing the change management analysis reviews and presenting analysis of findings provided by Tyler Tech
 - PCG will support the coordination of the City's Executive Playbook reviews and acceptance.

- PCG will support the coordination of reviews with the City's Business Advisory Team Leads who are responsible for the execution of agreed upon change and communication strategies.
- **Deliverable:** Change Management Plan and Executive Playbook review
- Current/ Future State Analysis
 - PCG will support reviews with the City's Business Process Owners who are responsible in determining future state decisions according to the project plan
 - PCG will work with Tyler Tech and City staff to ensure Current/ Future State Analysis documentation is centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - **Deliverable:** Current/ Future State Process Analysis questionnaires
- Data Conversion Planning & Mapping
 - PCG will support reviews with the City's Technical Team who are responsible for the management, data mapping, data extraction, data cleansing, testing, and data issue resolution from Legacy System to Tyler Tech
 - PCG will work with Tyler Tech and City staff to ensure Data Conversion documentation is centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - **Deliverable:** Data Conversion Planning & Mapping questionnaire
- Standard Interfaces
 - PCG will support reviews with the City's Technical Team who are responsible for the management, requirements, technical specifications, development, vendor procurement and management, testing, and issue resolution
 - PCG will work with Tyler Tech and City staff to ensure Standard Interface documentation is centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - **Deliverable:** Identified Standard Interfaces for Project
- Forms and Reports Planning
 - PCG will support reviews with the City's Technical Team and Subject Matter Experts who are responsible for the review and completion of reporting needs, design reviews, requirements development, testing, and issue resolution
 - PCG will work with Tyler Tech and City staff to ensure Forms and Reports documentation is centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - PCG will support City's Technical Team and Subject Matter Experts to submit identified reports for project to Tyler Tech
 - **Deliverable:** Identified Reports for Project

- System Deployment
 - PCG will support City's Technical Team who are responsible review installation of software in City's infrastructure and ensure EnerGov operates as expected
 - PCG will work with Tyler Tech and City staff to ensure System Deployment documentation is centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - **Deliverable:** System Deployment complete

Stage 3 – Build & Validate

- Configuration & Power User Training
 - PCG will work with the City to support review of training environment
 - PCG will support reviews with the City's Business Process Owners who are responsible to validate configuration created by Tyler Tech
 - PCG will attend in Power User Training with Tyler Tech and the City, as needed
 - **Deliverable:** Power User Training setup and complete
- Build Validation
 - PCG will work with the City to support coordination of build validation activities facilitated by Tyler Tech
 - PCG will support reviews with the City's Business Process Owners and Subject Matter Experts who are responsible to validate configuration, data conversion, interfaces, and reports
 - PCG will support reviews with the City's Business Process Owners, Subject Matter Experts, and Technical Team who are responsible to document required issues and corrections to be resolved by Tyler Tech
 - PCG will work with the Tyler Tech Project Manager and City staff to ensure issues are tracked with adequate detail and responded within defined contractual SLAs
 - PCG will support reviews with the City's Business Process Owners, Subject Matter Experts, and Technical Team who are responsible to retest and verify issues and corrections have been resolved by Tyler Tech
 - PCG will work with Tyler Tech and City staff to ensure Build documentation is updated and centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - **Deliverable:** Build Validation complete
- Change Management Resistance and Procedural Communication Planning
 - PCG will support reviews with the City's Business Process Owners and Change Management Leads who are responsible to review and accept the Resistance Management Plan and Communication Plan developed by Tyler Tech

- PCG will support City's Business Process Owners and Change Management Leads in executing the accepted Resistance Management Plan and Communication Plan
- **Deliverable:** Resistance Management Plan Review and Communication Plan Review

Stage 4 – Final Testing & Training

- Cutover Planning
 - PCG will work with the City to support review of Production Cutover Checklist and Plan to be developed by Tyler Tech
 - PCG will work with Tyler Tech and City staff to ensure Production Cutover documentation is updated and centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
 - **Deliverable:** Production Cutover Checklist
- User Acceptance Testing (UAT)
 - PCG will support City's Business Process Owners, Subject Matter Experts, and Technical Team members who will be responsible to review the Test Plan for UAT developed by Tyler Tech
 - PCG will monitor and review Tyler Tech Project Manager's tracking of schedule and completion of test scripts developed by the City's Business Process Owners, Subject Matter Experts, and Technical Team who are responsible to perform UAT
 - PCG will support reviews with the City's Business Process Owners, Subject Matter Experts, and Technical Team during UAT
 - PCG will work with the Tyler Tech Project Manager and City staff to ensure UAT issues are centrally tracked with adequate detail and responded within defined contractual SLAs
 - PCG will coordinate with the City's Business Process Owners, Subject Matter Experts, and Technical Team who are responsible to retest and verify UAT issues and corrections have been resolved by Tyler Tech
 - **Deliverable:** UAT Plan and UAT complete
- End User Training
 - PCG will work with the City to support coordination of End User Training
 - PCG will work with the City to support review of training environment setup and deployment
 - PCG will support reviews with the City's Business Process Owners who are responsible to validate configuration of testing environment
 - PCG will coordinate with City's Staff who are responsible to attend End User Training

- PCG will work with Tyler Tech' Project Manager in tracking End User attendance and training completion progress
- PCG will attend in End User Training sessions, as needed
- **Deliverable:** End User Training setup and complete

Stage 5 – Production Cutover, Go-Live and Production Support Transition

- Production Cutover
 - PCG will work with the City and Tyler Tech to support scheduling and coordination of Go-Live Production Cutover
 - PCG will work with the City to support review of Production Cutover Checklist and Plan to be developed by Tyler Tech
 - PCG will work with the City to support development and reviews of an internal support plan
 - PCG will work with the City and Tyler Tech to review Tyler Tech's support transition plan
 - **Deliverable:** Production Cutover complete
- Go-Live Production Support and Post-Production Transition
 - PCG will work with the City and Tyler Tech to support scheduling and coordination of Go-Live Production Support
 - PCG will work with the Tyler Tech Project Manager and City staff to ensure Production Support issues are centrally tracked with adequate detail and responded within defined contractual SLAs and post-production support processes
 - PCG will support reviews with the City's Business Process Owners, Subject Matter Experts, and Technical Team who are responsible to retest and verify Production Support issues and corrections have been resolved by Tyler Tech
 - PCG will attend Tyler Tech's Post-Production Transition meeting
 - PCG will work with the City to review Tyler Tech' support transition plan
 - **Deliverable:** Post-Production Transition complete

Assumptions

- A RACI Matrix from the City's signed agreement with Tyler Technologies for the Enterprise Permitting System project has been utilized to develop PCG's statement of work. The scope of services is aligned to the 'Client / City Project Manager' section that is defined in the Enterprise Permitting System agreement established between the City of Sunnyvale and Tyler Tech. All other 'Client / City' project roles are owned and delivered by the City of Sunnyvale. Any additional deliverables and resource changes applied to the project will be considered a change in scope for this engagement.

B. PROPOSED COST

City of Sunnyvale desires to implement the EnerGov Enterprise Permitting System Project and utilize Project Management Services to ensure completion of the project. The services are proposed with a fixed-price compensation approach tied to the following specific milestones / deliverables. Each project stage and milestones/ deliverables have been defined in alignment with the signed agreement between the City of Sunnyvale and Tyler Technologies for the EnerGov Enterprise Permitting System project. The City will compensate Park Consulting Group for milestones/ deliverables that have been received and completed:

Stage 1 – Project Initiation and Planning			
Milestones/ Deliverables		% of Total	\$ Amount
Tyler Internal Coordination & Planning	Tyler Tech Project Manager Assignment	10%	\$3,950
	Tyler Tech Project Documents received and review	10%	\$3,950
System Infrastructure Planning	City's System Infrastructure Audit submission	20%	\$7,900
Project Planning	Tyler Tech Implementation Management Plan review	25%	\$9,875
Project Schedule	Tyler Tech Project Plan and Schedule review	20%	\$7,900
Stakeholder Presentation	Stakeholder Presentation review and communication by the City	15%	\$5,925
Total		100%	\$39,500

Stage 2 – Assess & Define			
Milestones/ Deliverables		% of Total	\$ Amount
Fundamentals Review	Fundamentals Review complete	5%	\$8,600
Change Management Planning	Change Management Plan review and Executive Playbook review	2%	\$3,440
Current/ Future State Analysis	Global Questionnaire initial draft submitted to Tyler Tech	5%	\$8,600
	Global Questionnaire ready for sign-off	5%	\$8,600
	Land Management Questionnaire initial draft to Tyler Tech	5%	\$8,600
	Land Management Questionnaire ready for sign-off	5%	\$8,600
	Case Tyle Questionnaire Inventory defined	5%	\$8,600

	Prototype Configuration Initiated	3%	\$5,160
	Prototype Configuration 50% Complete	3%	\$5,160
	Prototype Configuration Complete	3%	\$5,160
	Case Type Questionnaire initial draft submitted to Tyler Tech (20% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire initial draft submitted to Tyler Tech (40% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire initial draft submitted to Tyler Tech (60% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire initial draft submitted to Tyler Tech (80% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire initial draft submitted to Tyler Tech (100% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire ready for sign-off (20% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire ready for sign-off (40% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire ready for sign-off (60% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire ready for sign-off (80% of Case Type Questionnaires)	4%	\$6,880
	Case Type Questionnaire ready for sign-off (100% of Case Type Questionnaires)	4%	\$6,880
Data Conversion Planning & Mapping	Data Conversion Planning and Mapping Questionnaire initial draft to Tyler Tech	4%	\$6,880
	Data Conversion Planning and Mapping Questionnaire ready for sign-off	4%	\$6,880
Forms and Reports Planning	Inventory of Identified Reports for Project	4%	\$6,880
Standard Interfaces	Inventory of Standard Interfaces for Project	4%	\$6,880
System Deployment	System Deployment complete	3%	\$5,160
Total		100%	\$172,000

Stage 3 – Build & Validate			
Milestones/ Deliverables		% of Total	\$ Amount
Configuration & Power User Training	Power User Training setup	5%	\$9,100
	Power User Training complete	5%	\$9,100
Build Validation	Case Type Configuration Ready for Test (10% of Case Type Questionnaires from Assess & Define Acceptance)	8%	\$14,560
	Case Type Configuration Ready for Test (20% Case Type Questionnaires from Assess & Define Acceptance)	8%	\$14,560
	Case Type Configuration Ready for Test (30% of Case Type Questionnaires from Assess & Define Acceptance)	8%	\$14,560
	Case Type Configuration Ready for Test (40% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Case Type Configuration Ready for Test (50% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Case Type Configuration Ready for Test (60% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Case Type Configuration Ready for Test (70% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Case Type Configuration Ready for Test (80% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Case Type Configuration Ready for Test (90% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Case Type Configuration Ready for Test (100% of Case Type Questionnaires from Assess & Define Acceptance)	7%	\$12,740
	Data Conversion Pass 1	5%	\$9,100
	Data Conversion Pass 2	5%	\$9,100
	Data Conversion Pass 3	5%	\$9,100

Change Management Planning	Resistance Management Plan Review and Communication Plan review	2%	\$3,640
Total		100%	\$182,000

Stage 4 – Final Testing & Training			
Milestones/ Deliverables		% of Total	\$ Amount
Cutover Planning	Production Cutover Checklist Review	5%	\$1,175
	Production Cutover Checklist Complete	5%	\$1,175
User Acceptance Testing (UAT)	UAT Planning Kick-off	5%	\$1,175
	UAT Planning Complete	10%	\$2,350
	UAT Testing Round 1 Kick-off	5%	\$1,175
	UAT Testing Round 1 Complete	15%	\$3,525
	UAT Testing Round 2 Kick-off	5%	\$1,175
	UAT Testing Round 2 Complete	15%	\$3,525
End User Training	End User Training Plan Complete	10%	\$2,350
	End User Training Setup Complete	10%	\$2,350
	End User Training Kick-off	5%	\$1,175
	End User Training Complete	10%	\$2,350
Total		100%	\$23,500

Stage 5 – Production Cutover			
Milestones/ Deliverables		% of Total	\$ Amount
Production Cutover	Production Cutover Complete	50%	\$8,250
Go-Live Production Support	Post-Production Transition with Tyler Technologies Complete	50%	\$8,250
Total		100%	\$16,500

Total Not to Exceed Amount			
Total		100%	\$433,500

Term

The services provided by Park Consulting Group are based on a 24-month duration from the agreed upon contract start date. In the event the 24-months ends, and the EnerGov Enterprise Permitting System project is not completed or closed, the City and Park Consulting Group will determine a best practice prorated approach to compensate Park Consulting Group for partially completed and in-progress milestones. The City and Park Consulting Group will consider the best approach to complete and compensate the remaining activities and milestones that have not been completed and/or started for the EnerGov Enterprise Permitting System project at that point (i.e., time and materials, lump sum, negotiated fees, etc.).

Additional Services

Additional services requested outside the detailed activities and deliverables in the Services and Deliverables section of this proposal, or within the current Services and deliverables during the delay period, will also be compensated based on the defined hourly rate or in accordance with any negotiated amendment to the Consultant Services Agreement. Hourly activities will be tracked on a daily basis and compensated based on the following Park Consulting Group hourly rates:

Project Resource	2021-22 Rates
Principal Consultant	\$195/ Hour
Project Consultant	\$165/ Hour

Travel Expenses

The City of Sunnyvale has expressed the desire to either eliminate travel or reduce it to the most minimal amount possible. If onsite travel to and from the City of Sunnyvale are required (e.g., hotel, mileage, airfare, ride share/ taxi, and meals), receipts will be provided by PCG to the City and will utilize the accepted U.S. General Services Administration (GSA) travel per diem rates for reimbursement.

Exhibit B INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant/Contractor; products and completed operations of the Consultant/Contractor; premises owned, occupied or used by the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant/Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant/Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to this insurance requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.